Rt. Hon. speaker
You may approve
for tabling.
8/10/24

Approved
SNA
8/10/24

REPUBLIC OF KENYA

THIRTEENTH PARLIAMENT – THIRD SESSION – 2024

THE NATIONAL ASSEMBLY

.....

REPORT OF PUBLIC PARTICIPATION ON THE PROPOSED REMOVAL FROM OFFICE, BY IMPEACHMENT, OF HIS EXCELLENCY RIGATHI GACHAGUA, EGH, THE DEPUTY PRESIDENT OF THE REPUBLIC OF KENYA

CLERK'S CHAMBERS
PARLIAMENT BUILDINGS
NAIROBI

OCTOBER, 2024

THE NATIONAL ASSEMBLY
PAPERS LAID
DATE: 08 OCT 2024 DAY. TUESDAY
TABLED BY: HON. MINNIE ODHIAMBO, MP MEMBER, HBC
CLERK-AT THE-TABLE: ANNE SHIBUKO

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LIST OF ABBREVIATIONS

DEB	-	District Education Board
EGH	-	Elder of the Order of the Golden Heart
H.E.	-	His Excellency
Hon.	-	Honourable
KEHC	-	Kenya High Court
KESC	-	Kenya Supreme Court
KLR	-	Kenya Law Report
MP	-	Member of Parliament
NG-CDF	-	National Government Constituency Development Fund
Rt.	-	Right

LIST OF ANNEXURES

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EXECUTIVE SUMMARY

This report contains a record of public participation exercise undertaken by the National Assembly pursuant to the provisions of Article 118 of the Constitution on a Special Motion by Hon. Mwengi Mutuse, MP, for the proposed removal from office, by impeachment, of H.E Rigathi Gachagua, EGH, as the Deputy President of the Republic of Kenya. The Special Motion was premised on three main grounds, namely; gross violation of the Constitution or any other law; serious reasons to believe that the Deputy President has committed a crime under national or international law; and gross misconduct.

On Tuesday 1st October 2024, the Rt. Honourable Speaker of the National Assembly notified the House of receipt of a Notice of the Special Motion by Hon. Mwengi Mutuse, MP, dated Thursday 26th September 2024. In his notification to the House, the Rt. Hon. Speaker guided that he had determined the Special Motion admissible as to form, threshold, framing of the grounds and attachment of the necessary evidence in accordance with Articles 145(1) and 150(1)(b) read with Article 150(2) of the Constitution and Standing Orders 64(1) & (1A) and 65(2) of the National Assembly Standing Orders.

Consequently, and in accordance with Standing Order 47(4A) of the National Assembly Standing Orders, the Rt. Honourable Speaker allowed the Mover to give Notice of the Special Motion during the afternoon sitting of the House on Tuesday 1st October 2024, thereby setting the stage for subsequent steps to be undertaken on the Special Motion. The Rt. Hon. Speaker guided the House on the timelines for consideration of the Special Motion, being within seven days in accordance with Standing Order 64.

In keeping with Articles 1(2), 10(2), and 118(2) of the Constitution, the Rt. Honourable Speaker reiterated centrality of public participation in the process of removal of an elected State Officer from office. To this end, therefore, the House Business Committee approved a Public Participation Programme to be undertaken in the two hundred and ninety (290) constituencies, coordinated in the forty-seven counties. To actualize public participation, the Clerk of the National Assembly published advertisements on 2nd, 3rd, and 4th October, inviting written submissions via hand-delivery, post, or email until 5th October 2024. Public hearings were advertised to be held on 4th October and extended to 5th October in each constituency.

To assist in this exercise, a *Public Views Template* was made available to the public in both English and *Kiswahili* to guide on the manner of presenting submissions. On 3rd and 4th of October 2024, 40,000 copies of the Public Views Template were also circulated as newspaper pull-outs. Th template was designed to—

(1) provide clarity and precision in responses, whether for or against the motion;

(2) supplement other means of public input; and

(3) ensure both qualitative and quantitative feedback was captured.

To further facilitate the process, the public was informed through print and electronic media, and summaries of the grounds for removal were included in the notices and the public views template to enable meaningful engagement. The Clerk of the National Assembly deployed officers from the Parliamentary Service Commission across the country to assist in sensitization, collecting and compiling public views on the Special Motion. They briefed the public at hearings to ensure they understood the contents of the motion.

Additionally, Radio and TV advertisements were aired on KBC Radio Taifa and KBC TV on 4th and 5th October, respectively, to encourage public participation on the Special Motion. Copies of the Special Motion, including grounds for removal, were also published on the parliamentary website and shared on social media platforms, including the National Assembly's X (formerly Twitter) and Facebook pages.

The public was invited to submit views either in support, opposition of the Motion or offer "other" views, as guided by the public views template. Arising from the public participation that took place for four days from 2nd to 5th October 2024, the National Assembly received **over 200, 000** responses across the 290 constituencies. Based on the responses, the results are as follows -

- **65.1% supported the Special Motion;**
- **33.81, were opposed the Special Motion; and**
- **1.09% offered neutral or alternative views on the Special** Motion.

The report presents the outcome of the exercise in terms of data per constituency, including the diaspora.

The public participation exercise was largely successful. However, being the first of its kind, some challenges were experienced in the process. The Report thus highlights some of the challenges faced as hereunder—

(1) Political interference at public forums, such as Bomas of Kenya and Murang'a;

(2) Violent disruptions in areas like Ol-Kalou, Kipipiri, and Nyeri Town;

(3) Incomplete or unclear submissions, including forms without identifying information or contradictory responses;

(4) Low turnout in some constituencies due to insecurity, such as in Bura;

(5) Public expectations for monetary compensation for participation;

(6) Late submission of forms and memoranda;

(7) Threats of violence toward officers and inappropriate language in some email submissions; and

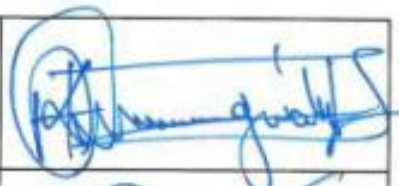
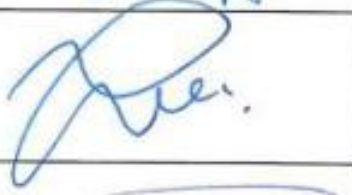
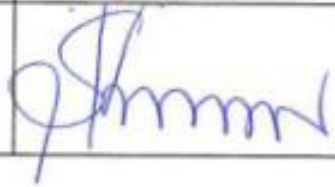
(8) Pressure from some constituencies, such as Ol-Kalou and Kipipiri, for officers to declare 'results' prematurely.

Uniquely, the public participation on the Special Motion was not undertaken by a committee of the House. In the circumstances, the House Business Committee was responsible for overseeing the process.

On behalf of the House Business Committee, it is now my duty and privilege to present to the House the *Report of Public Participation on the Proposed removal from office, by Impeachment, of H. E. Rigathi Gachagua, EGH, the Deputy President of the Republic of Kenya* to guide the debate on the Special Motion.

REPORT ON PUBLIC PARTICIPATION ON THE SPECIAL MOTION FOR THE PROPOSED REMOVAL FROM OFFICE, BY IMPEACHMENT, OF H.E. RIGATHI GACHAGUA, EGH, THE DEPUTY PRESIDENT OF THE REPUBLIC OF KENYA

We, the following Members of the House Business Committee, having noted the Report on Public Participation on the Special Motion for the proposed removal from Office, by Impeachment, of H.E. Rigathi Gachagua, EGH, the Deputy President of the Republic of Kenya, as submitted on **Monday, 7th October 2024** at **5.30pm**, hereby **designate the Hon. Millie Odhiambo-Mabona, CBS, M.P., the Minority Party Whip,** to **lay the Report on the Table of the House** on **Tuesday, 8th October 2024**, on behalf of the House Business Committee.

1.	The Hon. Kimani Ichung'wah, EGH, M.P.	
2.	The Hon. Junet Sheikh Mohamed, CBS, M.P.	
3.	The Hon. Silvanus Osoro, CBS, M.P.	
4.	The Hon. Millie Odhiambo-Mabona, CBS, M.P.	
5.	The Hon. Omboko Milemba, CBS, M.P.	
6.	The Hon. Robert Mbui, CBS, M.P.	
7.	The Hon. Faith Gitau, M.P.	
8.	The Hon. Samuel Chepkonga, CBS, M.P.	

9.	The Hon. Adan Keynan, CBS, M.P.	
10.	The Hon. T.J. Kajwang', M.P.	
11.	The Hon. Sarah Korere, M.P.	
12.	The Hon. Joshua Mwalyo, M.P.	
13.	The Hon. Umul Ker Kassim Sheikh, M.P.	

Wetang'ula

THE RT. HON. (DR.) MOSES F.M. WETANG'ULA, EGH, MP
SPEAKER OF THE NATIONAL ASSEMBLY/
CHAIRPERSON, HOUSE BUSINESS COMMITTEE

DATED MONDAY, THE 7th DAY OF OCTOBER 2024

CHAPTER ONE

INTRODUCTION

Notification of the Special Motion

1. On Tuesday, 1st October 2024, the Rt. Honourable Speaker, *vide* Communication No. 046 of 2024*(Annexure 1)*, notified the House of receipt of a Notice of Special Motion (*Annexure 2)*, dated Thursday 26th September 2024, by the Member for Kibwezi West Constituency, Hon. Mwengi Mutuse, MP. The Honourable Member sought a resolution of the House for the proposed removal from office, by impeachment of, H.E. Rigathi Gachagua, EGH, as the Deputy President of the Republic of Kenya.

Procedure for Removal from Office by Impeachment

2. Noting that Article 150(2) of the Constitution provides that the provisions of Article 145 of the Constitution shall apply, with the necessary modifications, to the removal from office, by impeachment, of the Deputy President, the Rt. Honourable Speaker was guided by Article 150(1)(b) read with Article 145(1) of the Constitution as follows -

> *"A member of the National Assembly, supported by at least* ***one-third*** *of all the members, may move a Special Motion for impeachment of the Deputy President—*
>
> *(a) on the ground of a gross violation of a provision of the Constitution or any other law;*
>
> *(b) where there are serious reasons for believing that the Deputy President has committed a crime under national or international law; or*
>
> *(c) for gross misconduct."*

3. The Rt. Honourable Speaker was also guided by Standing Order 64(1), (1A) as read with 65(2) of the National Assembly Standing Orders which provides that:

> *"(1) Before giving notice of Special Motion under Article 150 of the Constitution, a Member shall deliver to the Clerk a copy of the proposed Special Motion in writing—*
>
> *(a)* ***stating the grounds and particulars*** *in terms of Article 145(1) of the Constitution upon which the proposed Special Motion is made;*
>
> *(b)* ***signed by the Member****; and*
>
> *(c)* ***signed in support by at least a third of all the Members.***
>
> *(1A) The grounds specified in a Special Motion under this Standing Order shall be admissible if—*
>
> (a) ***framed clearly to particularize and disclose a gross violation of the Constitution or other written law****, where gross violation of the Constitution or other written law, where gross violation of the Constitution or other written law is indicated as a ground for the intended removal;*

(b) ***stating with precision, the provisions of the Constitution or other written law that are alleged to have been grossly violated****, where gross violation of the Constitution or other written law is indicated as a ground for the intended removal; and*

(c) ***accompanied by necessary evidence****, including annexures of sworn testimonies in respect of the allegations."*

Admissibility of the Special Motion

4. Pursuant to the aforementioned provisions, the Rt. Honourable Speaker determined the admissibility of the Special Motion by examining its form, threshold, framing of the grounds and attachment of the necessary evidence. Consequently, the Rt. Honourable Speaker determined that the Special Motion met the constitutional and procedural requirements as it—

(a) was in writing;

(b) was signed and supported by 291 Members of the National Assembly, exceeding the minimum threshold of 117 Members;

(c) signed by the Member for Kibwezi West Constituency;

(d) stated with precision, the provisions of law, grounds and particulars upon which the Special Motion was made; and

(e) had attachments including annexures and a sworn affidavit substantiating the grounds stated in the Special Motion.

5. Standing Order 64(2) of the National Assembly Standing Orders provides for the timelines for consideration of a Special Motion for the removal of the Deputy President as follows:

"A Special Motion under paragraph (1) shall be disposed of—

(a) by the Speaker in accordance with Standing Order 47 (Notices of Special Motion) ***within three days of receipt of notice*** *by a Member under paragraph (1); and*

(b) by the Assembly ***within seven days of a Member giving notice*** *under Standing Order 47 (Notice of Special Motions) and if not such Special Motion shall be deemed to have been withdrawn and shall not be moved again in the same Session, except with the leave of the Speaker."*

6. Having determined that the Special Motion was admissible and taking note of the constitutional and procedural timelines for the consideration of a Special Motion for the removal from office, by impeachment, of the Deputy President, the Rt. Honourable Speaker permitted the Mover to give Notice of the Special Motion during the afternoon sitting of the National Assembly held on Tuesday, 1st October, 2024.

Notice of Special Motion

7. The Member for Kibwezi West Constituency, Hon. Mwengi Mutuse, MP **gave notice** of a Special Motion pursuant to Article 150(1)(b) of the Constitution and Standing Orders 64 and 65 of the National Assembly Standing Orders, seeking a resolution of the House for the removal from office, by impeachment, of H.E Rigathi Gachagua, EGH, as the Deputy President of the Republic of Kenya on the following grounds:

Ground 1: **Gross Violation of Articles 10 (2) (a), (b) and (c); 27 (4), 73 (1) (a) and (2) (b); 75 (1) (c), and 129 (2) of the Constitution and Articles 147 (1), as read with Article 131 (2) (c) and (d) of the Constitution.** The Special Motion alleges that H. E. the Deputy President has persistently made utterances threatening to discriminate, exclude, and unlawfully deny sections of the people of Kenya and regions of the Republic of Kenya equal opportunities for public service appointments and allocation of public resources

Ground 2: **Gross Violation of Articles 147 (1) and 152 (1) of the Constitution by undermining the President and the Cabinet and the effective discharge of the national government's executive mandate.** The Special Motion alleges that H. E. the Deputy President has made unilateral public statements inconsistent with policy positions collectively adopted by the Government and contradicted the President on critical matters of governance and the exercise of the President's function as a symbol of national unity.

Ground 3: **Gross Violation of Articles 6 (2), 10 (2) (a), 174, 186 (1), 189 (1) and the Fourth Schedule to the Constitution by undermining Devolution.** The Special motion alleges that H. E. the Deputy President interfered with the running of Nairobi City County Government by inciting citizens against lawful directives of the County Government on the planning and relocation of markets and publicly disparaging the leadership of the County Government and its decisions.

Ground 4: **Gross Violation of 160 (1) of the Constitution on the Institutional and Decisional Independence of Judges.** The Special motion alleges that H. E., the Deputy President, has undermined the institutional and decisional independence of a judge through public attacks on a judge of the High Court of Kenya and falsely threatening to file a petition for the removal of the said Judge in a matter in which he was a party.

Ground 5: **Gross Violation of Articles 3 (1) and 148 (5) (a) of the Constitution on the fidelity to the Oath of Office and Allegiance.** The Special

motion alleges that H. E. the Deputy President breached his Oath of Office and Allegiance on account of the utterances and actions attributed to the Deputy President under Grounds (1), (2), and (3) of the Special motion.

Ground 6: **Serious reasons to believe that H. E the Deputy President has committed crimes under sections 13 (1) (a) and 62 of the National Cohesion and Integration Act.** The Special motion alleges that H. E the Deputy President has persistently made inflammatory, reckless, inciteful public utterances over the last two years in contravention of the law.

Ground 7: **Serious reasons to believe that H. E the Deputy President has committed gross economic crimes, under sections 45 (1), 46, 47 (a) (3), and 48 (1) of the Anti-Corruption and Economic Crimes Act and sections 2, 3, 4, and 7 of Proceeds of Crime and Anti-Money Laundering Act.** The Special motion alleges that H. E, the Deputy President, has committed gross economic crimes, namely, conflict of interest, abuse of office, and conspiracy to commit crimes under sections by inexplicably amassing property estimated at Kshs. 5.2 billion that is incompatible with his known legitimate income; and by trading with the Office of the Deputy President holds through proxies.

Ground 8: Serious reasons to believe that H. E the Deputy President has committed crimes by continuously misleading members of the public through false, malicious, divisive, and inciteful remarks that are contrary to the provisions of section 132 of the Penal Code and section 29 of the Leadership and Integrity Act.

Ground 9: Gross Misconduct that is incompatible with the high calling and dignified status of the Office of the Deputy President and member of the Cabinet and the National Security Council. The Special motion alleges that H. E. the Deputy President has publicly attacked and undermined the work of the National Security Intelligence Service and its Officers.

Ground 10: Gross Misconduct by openly or publicly insubordinating the President, who is the Head of State and Government, and

Ground 11: Gross Misconduct by persistently bullying state and public officers.

The Need for Public Participation on the Special motion

8. Following the notification of the Special motion, the several Members raised a number of issues, key among them being whether public participation would be carried out before the consideration of the Special motion, and if so, the modalities of such an exercise. In that regard, **the Rt. Honourable Speaker, following a resolution of the House Business Committee, *vide* Communication No. 047 of 2024,** issued on Tuesday, 1st October 2024, **(Annexure 3), determined that Article 118(2) of the Constitution, Parliament is obligated to facilitate public participation and involvement in its business.** Consequently, the Speaker directed that public participation would be undertaken.

9. Subsequently, the House Business Committee resolved to suspend all other parliamentary activities previously scheduled from Thursday 3rd to Monday 7th October 2024 to allow the conduct of public participation on Friday 4th October 2024. Moreso, on Wednesday, 2nd October 2024, the House Business Committee moved the House to resolve to suspend its sitting of Thursday 3rd October 2024 in order to facilitate the administrative arrangements for public participation countrywide.

10. In terms of modalities, the House Business Committee deliberated on the best approach to guide the collection of public views and agreed on a template to guide the process. The rationale for adopting the template was to ensure that the public participation exercise was both qualitative and quantitative as guided by the courts. By allowing members of the public to provide biometric information including their names, constituencies, counties and identification numbers, the form enabled the Office of the Clerk to measure the quantity of submissions by constituency and provided critical feedback on the geographical coverage of the exercise. In the second section, members of the public were not only allowed to submit whether they support or object to the Special Motion but also to provide other views. This third option ensured that members of the public were not confined to binary options but were free to give any additional views. Further, by providing a summary of the grounds upon which the removal by impeachment was sought the form provided clarity of the subject and invited members of the public to engage meaningfully on the subject matter. Additionally, providing the form in English and Kiswahili made it accessible to a wider audience.

11. Due to the gravity of the unprecedented Special motion and noting the constitutional and procedural timelines for considering a Special Motion for the removal of a Deputy President from office, the Speaker directed all Members to avail themselves to participate in all activities relating to the Special motion as a matter of priority. This

was in line with Standing Order 68 of the National Assembly Standing Orders that provides as follows:

> *"Priority of Special Motion"*
> *A Special Motion for the removal of a person from office under this Part shall take precedence over all other business on the Order Paper for the day."*

Briefing Session of the Members on Modalities of Public Participation

12. The Rt. Honourable Speaker, in consultation with the House Business Committee, convened a briefing session of the Members of the National Assembly on the modalities of public participation.

13. The briefing was held on Wednesday 2nd October 2024, where Members of the National Assembly were taken through the Public Views Template which had been adopted by the House Business Committee. The Members gave their input that enhanced the template, including translation to Kiswahili, and thereafter adopted it for use in the public participation exercise.

14. It was envisioned that upon attending a public hearing, a member of the public would be issued with the Public Views Template, be sensitized on the contents of the form and how to fill it and then proceed to participate in the public participation exercise. Thereafter, members of the public were expected to submit the filled form to officers of the Clerk.

15. Following the Briefing Session on Wednesday, 2nd October 2024, the Rt. Honourable Speaker issued a further Communication, No. 048 of 2024 (*Annexure 4*) detailing that the Public Participation Programme relating to the consideration of the Special motion shall be by collection and compilation of views (oral and written). Further, the Rt. Honourable Speaker instructed the Clerk of the National Assembly to assign staff of the Parliamentary Service Commission to facilitate public hearings across all the constituencies.

Timelines for consideration of the Special motion

16. Standing Order 64(2) of the National Assembly Standing Orders provides that:

> *"A Special Motion under paragraph (1) shall be disposed of—*
> *(c) by the Speaker in accordance with Standing Order 47 (Notices of Special Motion)* ***within three days of receipt of notice*** *by a Member under paragraph (1); and*
> *(d) by the Assembly* ***within seven days of a Member giving notice*** *under Standing Order 47 (Notice of Special Motions) and if not such Special Motion shall be deemed to*

have been withdrawn and shall not be moved again in the same Session, except with the leave of the Speaker."

17. The Constitution, as the grundnorm for the country, sets the benchmark for the manner in which all state organs ought to execute all matters lawfully under their jurisdiction under the Constitution. Further, the Constitution prescribes timelines within which specified actions ought to be taken. Constitutional provisions relating to the removal from office, by impeachment, of the Deputy President under Article 150 of the Constitution are as extrapolated from Article 145 of the Constitution, applicable to the removal of the President.

18. The National Assembly appreciates that removal from state office is a quasi-judicial process that is undertaken within strict constitutional principles with regard to timeline. The Constitution places an obligation on the National Assembly to expeditiously undertake any quasi-judicial processes within its jurisdiction.

19. The National Assembly anchored, in its Standing Orders, timelines for the consideration of a Special motion on removal from office, by impeachment, of the Deputy President, so as to fill the lacuna left by the Constitution. In so doing, the House paid fidelity to the constitutional principle of *acting without unreasonable delay*, as enshrined in Articles 150 and 159(8) of the Constitution.

20. Standing Order 64(2)(b) thus provides as follows—

A Special Motion under paragraph (1) shall be disposed of—

(a) .....

(b) by the Assembly within seven days of a Member giving notice under Standing Order 47 (Notices of Special Motions) and if not, such Special Motion shall be deemed to have been withdrawn and shall not be moved again in the same Session, except with the leave of the Speaker.

21. In setting the period, the National Assembly was guided by the need to preserve the overarching constitutional principle of acting without unreasonable delay. The Special motion for removal from office, by impeachment, of the Deputy President was therefore processed in accordance with the timelines set out in Standing Order 64.

22. In buttressing the necessity for expedited consideration of Special motions, previous Speakers of the National Assembly of Kenya expressed themselves on the question of timelines for considering Special motions by the House, when such Special Motions were filed proposing the removal, by impeachment, of the then Cabinet Secretaries Honourable

Anne Waiguru, Honourable James Macharia, Honourable Prof. Kaimenyi, and most recently Honourable Mithika Linturi. In all the foregoing instances the Speakers emphasized the need to dispose of a Special motion as soon as it is practicable to remove anxiety or hangman's noose from the neck of a state officer proposed to be removed.

23. Of note, in the 11th Parliament, the then Speaker underscored the need to consider Special motions in the shortest reasonable timeline. In a ruling to the House on Tuesday, 10th June 2014 on *Special motions filed under Article 152 (6) of the Constitution*, the Speaker stated as follows—

> *"Honourable Members, Special motions, as I have already stated require that* ***they should be dealt with without delay****. Indeed, Standing Order No. 64(2)(a) and (b) give timelines on actions to be taken by the Speaker and the House when a Special Motion of this nature is delivered to the Clerk of the National Assembly. However, there is no time limit given to the proposer of the Special Motion to give notice once the House Business Committee (HBC) has allocated time for its debate. A reading of the relevant Standing Orders presupposes that the entire process should be resolved either way within a reasonable time.* ***The intention to move the Special Motion and the processes preceding the hearing itself must not be allowed to hang like a sword of Damocles on the head of any State Officer nor be allowed to drag on indefinitely****. The Damocles must either fall or be removed and the Speaker will demand justice and fairness for public officers for which the House has a right to remove when Members are exercising this oversight role. Obviously, the Speaker will not countenance endless fishing expeditions."*

24. The Rt. Honourable Speaker cemented the need for expeditious conclusion of impeachment processes by the House in order to remove anxiety from the subject of a Special motion as soon as it practicable. The Special motion for removal from office, by impeachment, of H.E. Rigathi Gachagua, EGH, was therefore processed with regard to the timelines in Standing Order 64 of the National Assembly Standing Orders and Article 150 as read with Article 145 of the Constitution.

The right to be heard

25. In compliance with the provisions of Standing Order 67 of the National Assembly Standing Orders on the right to be heard, the Rt. Honourable Speaker directed that H.E. the Deputy President be afforded an opportunity to appear before the House on Tuesday, 8th October 2024 from 5.00 pm to 7.00 pm. Further, the Rt. Honourable

Speaker clarified that H.E the Deputy President was at liberty to be present throughout the consideration of the Special motion.

Legal Framework on Public Participation

26. Article 10(2) of the Constitution provides for the participation of the people as one of the national values and principles of governance. In addition, Article 118 of the Constitution requires Parliament to ensure public access and participation of the people in its affairs. It provides—

> *(1) Parliament shall—*
>
> > *(a) conduct its business in an open manner, and its sittings and those of its committees shall be in public; and*
> >
> > *(b) facilitate public participation and involvement in the legislative and other business of Parliament and its committees.*
>
> *(2) Parliament may not exclude the public, or any media, from any sitting unless in exceptional circumstances the relevant Speaker has determined that there are justifiable reasons for the exclusion.*

27. In fashioning the conduct of public participation, the National Assembly also took into consideration court decisions.

MODALITIES FOR PUBLIC PARTICIPATION

Public Participation in the Constituencies

28. Article 148 of the Constitution provides that each candidate in a presidential election shall nominate a person who is qualified for nomination for election as President, as a candidate for Deputy President. Further, under the provisions of Article 138 of the Constitution, if two or more candidates for President are nominated, **an election shall be held in each constituency.**

29. From the foregoing, the Constituency is the primary unit for national elections and representation of the people. Accordingly, the use of the constituency as the focal point for public participation ensured that the public had fair and equal access to the public participation process as well as the opportunity to give views on the proposed impeachment.

30. Subsequently, and in line with the vide a Communication No. 048 of 2024 of Wednesday, 2nd October 2024, detailing that the Public Participation Programme, the Speaker directed that the constituency level is the focal point where public hearings would be undertaken

on such Special motion. Officers of the Clerk would assist in the collection and compilation of views for onward transmission to the Office of the Clerk. Further, the public hearings would be conducted in the two-hundred and ninety (290) Constituency Offices and forty-seven (47) County Women Representative Offices, which are offices under the Parliamentary Service Commission (PSC) and manned by staff of the PSC.

Designation of Collection/ Compilation Centres at the Counties

31. To further facilitate and ensure proper coordination of the exercise, collection and compilation centres were designated at the counties as contained in the Public Participation Programme. The forty-seven (47) County Women Representative Offices were also used as centres for public participation. This availed an opportunity to citizens, who would not be able to go to the constituencies, to give submissions.

32. **Table 1: Schedule of places designated for public participation**

S/NO.	CONSTITUENCIES	VENUE/COLLECTION CENTRE
1.	Changamwe	Tononoka Social Hall
2.	Jomvu	
3.	Kisauni	
4.	Nyali	
5.	Likoni	
6.	Mvita	
7.	Msambweni	Kwale Cultural Centre
8.	Lungalunga	
9.	Matuga	
10.	Kinango	
11.	Ganze	Coast Development Authority Hall, Kilifi
12.	Kaloleni	
13.	Kilifi North	
14.	Kilifi South	
15.	Malindi	
16.	Rabai	
17.	Magarini	
18.	Galole	County Hall, Hola
19.	Bura	
20.	Garsen	
21.	Lamu East	KCB Hall
22.	Lamu West	
23.	Taveta	Mwatate CDF Hall
24.	Wundanyi	
25.	Mwatate	
26.	Voi	
27.	Garissa Township	

S/NO.	CONSTITUENCIES	VENUE/COLLECTION CENTRE
28.	Balambala	Government Guest House
29.	Lagdera	
30.	Dadaab	
31.	Fafi	
32.	Ijara	
33.	Wajir North	ICT Hall, Wajir Town
34.	Wajir East	
35.	Tarbaj	
36.	Wajir West	
37.	Eldas	
38.	Wajir South	
39.	Mandera West	Mandera Social Hall
40.	Banissa	
41.	Mandera North	
42.	Mandera South	
43.	Mandera East	
44.	Lafey	
45.	Moyale	Catholic Hall, Marsabit
46.	North Horr	
47.	Saku	
48.	Laisamis	
49.	Isiolo North	Catholic Diocese Hall, Isiolo
50.	Isiolo South	
51.	North Imenti	Kamende Hall
52.	Buuri	
53.	Central Imenti	
54.	South Imenti	
55.	Tigania East	
56.	Tigania West	
57.	Igembe North	
58.	Igembe South	
59.	Igembe Central	
60.	Maara	Kathwana County Hall
61.	Chuka/Igambang'ombe	
62.	Tharaka	
63.	Manyatta	Talent Academy
64.	Runyenjes	
65.	Mbeere South	
66.	Mbeere North	
67.	Mwingi North	
68.	Mwingi West	
69.	Mwingi Central	

S/NO.	CONSTITUENCIES	VENUE/COLLECTION CENTRE
70.	Kitui West	Kitui Multi-Purpose Hall
71.	Kitui Rural	
72.	Kitui Central	
73.	Kitui East	
74.	Kitui South	
75.	Masinga	Machakos Social Hall
76.	Yatta	
77.	Kangundo	
78.	Matungulu	
79.	Kathiani	
80.	Mavoko	
81.	Machakos Town	
82.	Mwala	
83.	Mbooni	Wote GreenPark Gardens
84.	Kilome	
85.	Kaiti	
86.	Makueni	
87.	Kibwezi West	
88.	Kibwezi East	
89.	Kinangop	Nyandarua CDF Hall, Ol Kalou
90.	Kipipiri	
91.	Ol Kalou	
92.	Ol Jorok	
93.	Ndaragwa	
94.	Tetu	Nyeri Cultural Hall
95.	Kieni	
96.	Mathira	
97.	Othaya	
98.	Mukurweini	
99.	Nyeri Town	
100.	Mwea	CDF Hall, Kirinyaga Central
101.	Gichugu	
102.	Ndia	
103.	Kirinyaga Central	
104.	Kangema	Murang'a University of Technology Hall
105.	Mathioya	
106.	Kiharu	
107.	Kigumo	
108.	Maragwa	
109.	Kandara	
110.	Gatanga	
111.	Gatundu South	

S/NO.	CONSTITUENCIES	VENUE/COLLECTION CENTRE
112.	Gatundu North	Kiambu Social Hall
113.	Juja	
114.	Thika Town	
115.	Ruiru	
116.	Githunguri	
117.	Kiambu	
118.	Kiambaa	
119.	Kabete	
120.	Kikuyu	
121.	Limuru	
122.	Lari	
123.	Turkana North	Turkana University
124.	Turkana West	
125.	Turkana Central	
126.	Loima	
127.	Turkana South	
128.	Turkana East	
129.	Kapenguria	Mteelo County Hall, Kapenguria
130.	Sigor	
131.	Kacheliba	
132.	Pokot South	
133.	Samburu West	Maralal Vocational Centre
134.	Samburu North	
135.	Samburu East	
136.	Kwanza	Kitale Museum
137.	Endebess	
138.	Saboti	
139.	Kiminini	
140.	Cherangany	
141.	Soy	County Hall
142.	Turbo	
143.	Moiben	
144.	Ainabkoi	
145.	Kapseret	
146.	Kesses	
147.	Marakwet East	KMTC Iten
148.	Marakwet West	
149.	Keiyo North	
150.	Keiyo South	
151.	Tinderet	Eliud Kipchoge Complex
152.	Aldai	
153.	Nandi Hills	

S/NO.	CONSTITUENCIES	VENUE/COLLECTION CENTRE
154.	Chesumei	
155.	Emgwen	
156.	Mosop	
157.	Tiaty	Baringo Rehab Centre
158.	Baringo North	
159.	Baringo Central	
160.	Baringo South	
161.	Mogotio	
162.	Eldama Ravine	
163.	Laikipia West	NGCDF Hall, Nanyuki
164.	Laikipia East	
165.	Laikipia North	
166.	Molo	Nakuru ASK Showground
167.	Njoro	
168.	Naivasha	
169.	Gilgil	
170.	Kuresoi South	
171.	Kuresoi North	
172.	Subukia	
173.	Rongai	
174.	Bahati	
175.	Nakuru Town West	
176.	Nakuru Town East	
177.	Kilgoris	Narok Youth Empowerment Center
178.	Emurua Dikirr	
179.	Narok North	
180.	Narok East	
181.	Narok South	
182.	Narok West	
183.	Kajiado North	Maasai Technical Institute Hall
184.	Kajiado Central	
185.	Kajiado East	
186.	Kajiado West	
187.	Kajiado South	
188.	Kipkelion East	ACK Church Hall. Kericho
189.	Kipkelion West	
190.	Ainamoi	
191.	Bureti	
192.	Belgut	
193.	Sigowet/Soin	
194.	Sotik	
195.	Chepalungu	

S/NO.	CONSTITUENCIES	VENUE/COLLECTION CENTRE
196.	Bomet East	St. Bakhita Youth Training Hall
197.	Bomet Central	
198.	Konoin	
199.	Lugari	Magharibi Hall
200.	Likuyani	
201.	Malava	
202.	Lurambi	
203.	Navakholo	
204.	Mumias West	
205.	Mumias East	
206.	Matungu	
207.	Butere	
208.	Khwisero	
209.	Shinyalu	
210.	Ikolomani	
211.	Vihiga	Praise Centre Church Mbale
212.	Sabatia	
213.	Hamisi	
214.	Luanda	
215.	Emuhaya	
216.	Mt. Elgon	Kanduyi Airstrip
217.	Sirisia	
218.	Kabuchai	
219.	Bumula	
220.	Kanduyi	
221.	Webuye East	
222.	Webuye West	
223.	Kimilili	
224.	Tongaren	
225.	Teso North	Busia Social Hall
226.	Teso South	
227.	Nambale	
228.	Matayos	
229.	Butula	
230.	Funyula	
231.	Budalangi	
232.	Ugenya	Siaya Technical Institute
233.	Ugunja	
234.	Alego Usonga	
235.	Gem	
236.	Bondo	
237.	Rarieda	

S/NO.	CONSTITUENCIES	VENUE/COLLECTION CENTRE
238.	Kisumu East	Tom Mboya Labour College
239.	Kisumu West	
240.	Kisumu Central	
241.	Seme	
242.	Nyando	
243.	Muhoroni	
244.	Nyakach	
245.	Kasipul	Homa Bay Stadium
246.	Kabondo Kasipul	
247.	Karachuonyo	
248.	Rangwe	
249.	Homa Bay Town	
250.	Ndhiwa	
251.	Suba North	
252.	Suba South	
253.	Rongo	Migori TTC
254.	Awendo	
255.	Suna East	
256.	Suna West	
257.	Uriri	
258.	Nyatike	
259.	Kuria West	
260.	Kuria East	
261.	Bonchari	Agricultural Training College, Kisii
262.	South Mugirango	
263.	Bomachoge Borabu	
264.	Bobasi	
265.	Bomachoge Chache	
266.	Nyaribari Masaba	
267.	Nyaribari Chache	
268.	Kitutu Chache North	
269.	Kitutu Chache South	
270.	Kitutu Masaba	West Mugirango NGCDF Hall
271.	West Mugirango	
272.	North Mugirango	
273.	Borabu	
274.	Westlands	
275.	Dagoretti North	
276.	Dagoretti South	
277.	Lang'ata	
278.	Kibra	
279.	Roysambu	

S/NO.	CONSTITUENCIES	VENUE/COLLECTION CENTRE
280.	Kasarani	Bomas of Kenya
281.	Ruaraka	
282.	Embakasi South	
283.	Embakasi North	
284.	Embakasi Central	
285.	Embakasi East	
286.	Embakasi West	
287.	Makadara	
288.	Kamukunji	
289.	Starehe	
290.	Mathare	

Notification and Sensitization of the Public

33. In line with the resolution of the House Business Committee, the Clerk of the National Assembly informed the public of the Notice of the Special motion, including the grounds as well as the full details of the Public Participation Programme, through a number of platforms that included print and electronic media advertisements.

34. To enable the public to meaningfully engage in the public participation on the Special motion, the notification to the public included a summary of the grounds for removal, by impeachment, of H.E. Rigathi Gachagua, EGH, the Deputy President of the Republic of Kenya. Additionally, before public hearings at the designated venues, the officers of the Parliamentary Service Commission sensitized the public on the contents of the Special Motion.

35. In addition, the Public Views Template also contained a summary of the grounds to enable the person giving views to do so from a point of knowledge. The advert and Public Views Template were also availed in Kiswahili, the national language and English, the official language.

Why the Public Views Template

36. Whereas Article 118 of the Kenyan Constitution mandates Parliament to conduct its business while facilitating public participation and involvement, Parliament has the discretion to determine how best to facilitate public involvement, and how it is effected will vary from case to case. In this case, the National Assembly employed multiple avenues of collecting views and engaging the public. The Modes of public participation employed by the National Assembly include public hearings/oral submissions; submission of written Memoranda, **public views templates**, among

others. This multi-faceted approach caters to diverse preferences and enhances overall public involvement.

37. In this regard, the use of a standardized template is one of several approaches the National Assembly employed, alongside oral submissions and memoranda, to ensure comprehensive engagement with the public. While the form is an important tool, it is one of multiple avenues for public engagement and the use of various methods, including a standardized form, falls within this legislative discretion.
38. Further, the employment of the template is for inclusivity of engagement as it represents only one aspect of a broader public participation strategy. The inclusion of oral views and memoranda ensures that all citizens, regardless of their preferred method of expression, have the means to engage with the process.
39. Scientifically, the form is designed to collect data in a scientifically rigorous manner, allowing for precise analysis of public opinion. This data can be quantitatively assessed, leading to more informed decision-making. Therefore, the Template was designed with precision to ensure that the feedback received is actionable and can be effectively integrated into the National Assembly's decision-making process.

Newspapers and Press Statement

40. On Wednesday, 2nd October 2024, the Clerk placed advertisements in *The Standard*, *The Daily Nation*, *The* Star and *Taifa Leo* newspapers on 2nd and 3rd October 2024. These were supplemented by a Press Statement released on 4th October, 2024, inviting the public to make oral and/or written representations on the Special motion on **Friday 4th October 2024**, indicating the time and venues of the public hearings ***(Annexure 5)***. The written submissions were to be submitted via—
    (i) postal address: P.O. Box 41842-00100, Nairobi; or
    (ii) hand-delivery: Office of the Clerk, Main Parliament Buildings, Nairobi.

41. In addition, on Wednesday 2nd October 2024, the National Assembly supplied physical copies of the Public Views Template, in both Kiswahili and English, in form of a newspaper pull-out, providing further guidance on the form of submission to be received. The Public Views Template was availed to the public through—
    (a) online circulation;
    (b) physical circulation; and
    (c) forty-thousand (40,000) newspaper pull outs on 3rd and 4th October 2024.

Radio and Television broadcast

42. An audio advertisement was aired on KBC Radio *Taifa* and KBC TV on Friday, 4th and Saturday 5th October 2024, respectively.

Parliament Website

43. The copies of the Special motion stating the grounds for removal and particulars of the allegations together with the relevant documents, were availed in the parliamentary website www.parliament.go.ke. on the same day the Notice was issued, being Tuesday, 1st October 2024.

Social media platforms

44. The advertisement was also broadcast on the following platforms—
    (a) On X at National Assembly KE (@NAssemblyKE) on 2nd October 2024 and 4th October 2024; and
    (b) On Facebook at Parliament of Kenya on 2nd, 3rd and 5th October 2024.

Oral Presentations/Submissions

45. By way of advertisements placed in *The Standard*, *Daily Nation*, *The Star* and *Taifa Leo* and in accordance with the Public Participation Programme approved by the House Business Committee, public hearings were conducted at the 290 constituencies on Friday 4th October 2024 from 8.00 am to 5.00 pm.

46. During the exercise, the public were issued with the Public Views Template, sensitized on the contents of the Special motion and thereafter, participated in the public hearings. The oral and written submissions on the Special motion are hereby outlined in this Report.

Online Submissions

47. On Wednesday, 2nd October 2024, the Clerk of the National Assembly availed on the Parliament Website www.parliament.go.ke the adverts for public participation, Public Views Template and a copy of the Special motion stating the grounds for removal and particulars of the allegations together with the relevant documents.

48. The public was also invited to submit their views via a designated email address impeachment@parliament.go.ke or cna@parliament.go.ke, so that they could be received on or before **Saturday, 5th October, 2024 at 5.00 p.m.** To this end, the National Assembly began receiving submissions from the public, including those by Kenyans in the diaspora, on Wednesday 2nd October 2024.

Hand/Postal delivery to the Office of the Clerk

49. Through the newspaper advertisements placed in The Standard, Daily Nation, The Star and *Taifa Leo*, the public was invited to submit duly filled Public Views Template form or other written submissions via—
    (a) postal mail: **P.O. Box 41842-00100, Nairobi**; or
    (b) hand-delivery: **Office of the Clerk, Main Parliament Buildings, Nairobi.**

50. In addition, the public was also advised to submit their views or the Public Views Template at the respective collection/compilation centres or constituency offices as indicated in the Public Participation Programme.

Extension of the Period for Public Participation

51. On Friday, 4th October 2024, the High Court at Kerugoya (Mwongo J.) in *HCCCR Petition E014 of 2024: Hon. Jane Njeri Maina v Senate and National Assembly and 5 Others* acknowledged the public hearings held on Friday, 4th October 2024, and ordered that the same may proceed as the first stage of public participation. The Court further ordered that the Respondents organise similar public hearings closer to the citizens, at least at the constituency level, to enable the constituents of Members of Parliament, responsible for the impeachment process nationally, to participate and offer their representations. In furtherance to the **orders of the Court**, the Clerk of the National Assembly vide Press Statement dated 4th October 2024 notified the public of the court order, and extension of the public participation exercise to Saturday, 5th October 2024.

52. The Clerk directed that the two-hundred and ninety (290) Constituency Offices and forty-seven (47) County Women Representative Offices, which are offices under the Parliamentary Service Commission, remain open on Saturday, 5th October 2024 from 8. 00 am to 5.00 pm to facilitate further public participation on the Special motion. Members of the public were invited to continue submitting their views on the Special motion to the respective Constituency and County Women Representative Offices for onward transmission to the Office of the Clerk of the National Assembly. They were also requested to continue forwarding their views through the National Assembly postal address, email and hand deliver to the Office of the Clerk of the National Assembly.

CHAPTER TWO

PUBLIC PARTICIPATION EXERCISE

53. The public participation exercise in relation to the proposed removal from office, by impeachment, of H.E. Rigathi Gachagua, EGH, the Deputy President of the Republic of Kenya was held from **Wednesday, 2nd October** to **Saturday, 5th October 2024**, in the two hundred and ninety (290) Constituency Offices and the forty-seven (47) County Women Representatives Offices.

Submission of views to the National Assembly

54. In the newspaper advert, the National Assembly invited the public to submit their views to the Clerk through email: impeachment@parliament.go.ke or by hand delivery to the office of the Clerk at the Main Parliament Buildings. To facilitate the hand delivery of public views, the Clerk designated a place within Parliament Square that members of the public could access with ease and submit their views.

55. This arrangement afforded Kenyans, resident in Nairobi from various constituencies across the country, a convenient opportunity to submit their views without having to be inconvenienced to travel to their respective constituencies to participate in the exercise at the constituency level which was the focal point for public participation.

56. In the public participation exercise that took place within the Parliament Square, members of the public overwhelmingly responded to the call for public participation and submitted their views to the Clerk. A quantitative summary of the views submitted to the Clerk via e-mail and hand delivery is contained in Table 2.

57. Notwithstanding adoption of the Public Views Template as the tool for collecting views during the public participation exercise, views that were submitted in any other format were also admitted including other written submissions.

58. At the close of the period for public participation as extended, a total of **thirty-eight thousand and sixty- five (38,065)** submissions were received in the following categories—
    (a) Email- **seven thousand one hundred and six (7,106)**, ten of which were received from Kenyans living in the diaspora.
    (b) Hand delivered- **thirty thousand nine hundred and fifty-five (30,955).**
    (c) Affidavits and memoranda- **four (4).**

Table 2: Views Submitted Through Hand-Delivery and Email								
No	Constituency	FIGURES				PERCENTAGE		
		Total Responses	I support	I do not Support	Other Response	I support	I do not Support	Other Response
1	Ainabkoi	11	7	4	0	63.64%	36.36%	0.00%
2	Ainamoi	170	164	5	1	96.47%	2.94%	0.59%
3	Aldai	36	24	11	1	66.67%	30.56%	2.78%
4	Alego Usonga	37	37	0	0	100.00%	0.00%	0.00%
5	Awendo	87	87	0	0	100.00%	0.00%	0.00%
6	Bahati	42	13	29	0	30.95%	69.05%	0.00%
7	Balambala	115	115	0	0	100.00%	0.00%	0.00%
8	Banissa	1	1	0	0	100.00%	0.00%	0.00%
9	Baringo Central	180	174	6	0	96.67%	3.33%	0.00%
10	Baringo North	174	167	7	0	95.98%	4.02%	0.00%
11	Baringo South	182	179	3	0	98.35%	1.65%	0.00%
12	Belgut	211	208	3	0	98.58%	1.42%	0.00%
13	Bobasi	185	180	4	1	97.30%	2.16%	0.54%
14	Bomachoge Borabu	174	167	7	0	95.98%	4.02%	0.00%
15	Bomachoge Chache	2	2	0	0	100.00%	0.00%	0.00%
16	Bomet Central	266	250	15	1	93.98%	5.64%	0.38%
17	Bomet East	222	214	8	0	96.40%	3.60%	0.00%
18	Bonchari	176	174	1	1	98.86%	0.57%	0.57%
19	Bondo	17	15	2	0	88.24%	11.76%	0.00%
20	Borabu	19	14	5	0	73.68%	26.32%	0.00%
21	Budalangi	112	109	2	1	97.32%	1.79%	0.89%
22	Bumula	207	199	8	0	96.14%	3.86%	0.00%
23	Bura	4	1	3	0	25.00%	75.00%	0.00%
24	Bureti	227	217	8	2	95.59%	3.52%	0.88%
25	Butere	24	22	2	0	91.67%	8.33%	0.00%
26	Butula	171	170	1	0	99.42%	0.58%	0.00%
27	Buuri	6	3	3	0	50.00%	50.00%	0.00%
28	Central Imenti	105	103	2		98.10%	1.90%	0.00%
29	Changamwe	58	54	4	0	93.10%	6.90%	0.00%
30	Chepalungu	278	268	10	0	96.40%	3.60%	0.00%
31	Cherangany	139	127	10	2	91.37%	7.19%	1.44%
32	Chesumei	42	38	4	0	90.48%	9.52%	0.00%
33	Chuka/Igambang'ombe	374	358	14	2	95.72%	3.74%	0.53%

Table 2: Views Submitted Through Hand-Delivery and Email								
No	Constituency	FIGURES				PERCENTAGE		
		Total Responses	I support	I do not Support	Other Response	I support	I do not Support	Other Response
34	Dadaab	168	167	1	0	99.40%	0.60%	0.00%
35	Dagoretti North	369	271	90	8	73.44%	24.39%	2.17%
36	Dagoretti South	314	256	51	7	81.53%	16.24%	2.23%
37	Eldama Ravine	201	184	16	1	91.54%	7.96%	0.50%
38	Eldas	45	28	17	0	62.22%	37.78%	0.00%
39	Embakasi Central	217	90	114	13	41.47%	52.53%	5.99%
40	Embakasi East	329	186	132	11	56.53%	40.12%	3.34%
41	Embakasi North	206	135	68	3	65.53%	33.01%	1.46%
42	Embakasi South	245	96	117	32	39.18%	47.76%	13.06%
43	Embakasi West	238	113	117	8	47.48%	49.16%	3.36%
44	Emgwen	159	154	5	0	96.86%	3.14%	0.00%
45	Emuhaya	163	161	2	0	98.77%	1.23%	0.00%
46	Emurua Dikirr	165	155	10	0	93.94%	6.06%	0.00%
47	Endebess	128	125	3	0	97.66%	2.34%	0.00%
48	Fafi	170	170	0	0	100.00%	0.00%	0.00%
49	Funyula	128	121	7	0	94.53%	5.47%	0.00%
50	Galole	115	115	0	0	100.00%	0.00%	0.00%
51	Ganze	189	187	2	0	98.94%	1.06%	0.00%
52	Garissa Township	174	173	1	0	99.43%	0.57%	0.00%
53	Garsen	71	70	1	0	98.59%	1.41%	0.00%
54	Gatanga	44	18	25	1	40.91%	56.82%	2.27%
55	Gatundu North	22	6	16	0	27.27%	72.73%	0.00%
56	Gatundu South	53	15	37	1	28.30%	69.81%	1.89%
57	Gem	143	142	1	0	99.30%	0.70%	0.00%
58	Gichugu	183	35	147	1	19.13%	80.33%	0.55%
59	Gilgil	57	50	7	0	87.72%	12.28%	0.00%
60	Githunguri	52	16	36	0	30.77%	69.23%	0.00%
61	Hamisi	228	223	5	0	97.81%	2.19%	0.00%
62	Homa Bay Town	353	352	1	0	99.72%	0.28%	0.00%
63	Igembe Central	24	22	2	0	91.67%	8.33%	0.00%
64	Igembe North	147	140	7	0	95.24%	4.76%	0.00%
65	Igembe South	27	22	5	0	81.48%	18.52%	0.00%
66	Ijara	164	164	0	0	100.00%	0.00%	0.00%
67	Ikolomani	57	51	6	0	89.47%	10.53%	0.00%

Table 2: Views Submitted Through Hand-Delivery and Email								
No	Constituency	FIGURES				PERCENTAGE		
		Total Responses	I support	I do not Support	Other Response	I support	I do not Support	Other Response
68	Isiolo North	411	399	12	0	97.08%	2.92%	0.00%
69	Isiolo South	369	368	1	0	99.73%	0.27%	0.00%
70	Jomvu	32	28	3	1	87.50%	9.38%	3.13%
71	Juja	100	35	60	5	35.00%	60.00%	5.00%
72	Kabete	329	96	209	24	29.18%	63.53%	7.29%
73	Kabondo Kasipul	158	147	11	0	93.04%	6.96%	0.00%
74	Kabuchai	190	187	2	1	98.42%	1.05%	0.53%
75	Kacheliba	103	93	10	0	90.29%	9.71%	0.00%
76	Kaiti	8	3	5	0	37.50%	62.50%	0.00%
77	Kajiado Central	251	242	8	1	96.41%	3.19%	0.40%
78	Kajiado East	198	173	20	5	87.37%	10.10%	2.53%
79	Kajiado North	171	130	35	6	76.02%	20.47%	3.51%
80	Kajiado South	202	197	5	0	97.52%	2.48%	0.00%
81	Kajiado West	148	136	12	0	91.89%	8.11%	0.00%
82	Kaloleni	80	76	4	0	95.00%	5.00%	0.00%
83	Kamukunji	661	634	25	2	95.92%	3.78%	0.30%
84	Kandara	36	10	26	0	27.78%	72.22%	0.00%
85	Kanduyi	223	211	10	2	94.62%	4.48%	0.90%
86	Kangema	43	15	28	0	34.88%	65.12%	0.00%
87	Kangundo	14	5	7	2	35.71%	50.00%	14.29%
88	Kapenguria	33	23	10	0	69.70%	30.30%	0.00%
89	Kapseret	117	109	8	0	93.16%	6.84%	0.00%
90	Karachuonyo	157	157	0	0	100.00%	0.00%	0.00%
91	Kasarani	499	155	305	39	31.06%	61.12%	7.82%
92	Kasipul	201	188	13	0	93.53%	6.47%	0.00%
93	Kathiani	10	2	8	0	20.00%	80.00%	0.00%
94	Keiyo North	378	373	5	0	98.68%	1.32%	0.00%
95	Keiyo South	465	455	9	1	97.85%	1.94%	0.22%
96	Kesses	123	112	10	1	91.06%	8.13%	0.81%
97	Khwisero	29	27	2	0	93.10%	6.90%	0.00%
98	Kiambaa	209	58	141	10	27.75%	67.46%	4.78%
99	Kiambu	60	11	47	2	18.33%	78.33%	3.33%
100	Kibra	263	131	124	8	49.81%	47.15%	3.04%
101	Kibwezi East	10	4	6	0	40.00%	60.00%	0.00%

Table 2: Views Submitted Through Hand-Delivery and Email								
No	Constituency	FIGURES				PERCENTAGE		
		Total Responses	I support	I do not Support	Other Response	I support	I do not Support	Other Response
102	Kibwezi West	38	30	6	2	78.95%	15.79%	5.26%
103	Kieni	176	12	159	5	6.82%	90.34%	2.84%
104	Kigumo	70	10	57	3	14.29%	81.43%	4.29%
105	Kiharu	113	42	64	7	37.17%	56.64%	6.19%
106	Kikuyu	92	23	58	11	25.00%	63.04%	11.96%
107	Kilgoris	5	2	3	0	40.00%	60.00%	0.00%
108	Kilifi North	191	184	7	0	96.34%	3.66%	0.00%
109	Kilifi South	75	49	25	1	65.33%	33.33%	1.33%
110	Kilome	14	11	2	1	78.57%	14.29%	7.14%
111	Kimilili	208	203	4	1	97.60%	1.92%	0.48%
112	Kiminini	90	89	1	0	98.89%	1.11%	0.00%
113	Kinango	1	1	0	0	100.00%	0.00%	0.00%
114	Kinangop	45	10	32	3	22.22%	71.11%	6.67%
115	Kipipiri	42	13	27	2	30.95%	64.29%	4.76%
116	Kipkelion East	219	211	8	0	96.35%	3.65%	0.00%
117	Kipkelion West	211	207	4	0	98.10%	1.90%	0.00%
118	Kirinyaga Central	66	18	44	4	27.27%	66.67%	6.06%
119	Kisauni	59	48	10	1	81.36%	16.95%	1.69%
120	Kisumu Central	176	172	4	0	97.73%	2.27%	0.00%
121	Kisumu East	203	56	147	0	27.59%	72.41%	0.00%
122	Kisumu West	14	11	2	1	78.57%	14.29%	7.14%
123	Kitui Central	27	3	22	2	11.11%	81.48%	7.41%
124	Kitui East	10	5	5	0	50.00%	50.00%	0.00%
125	Kitui Rural	9	6	3	0	66.67%	33.33%	0.00%
126	Kitui South	5	2	3	0	40.00%	60.00%	0.00%
127	Kitui West	17	12	4	1	70.59%	23.53%	5.88%
128	Kitutu Chache North	165	164	1	0	99.39%	0.61%	0.00%
129	Kitutu Chache South	127	122	5	0	96.06%	3.94%	0.00%
130	Kitutu Masaba	109	97	9	3	88.99%	8.26%	2.75%
131	Konoin	250	242	8	0	96.80%	3.20%	0.00%
132	Kuresoi North	110	104	3	3	94.55%	2.73%	2.73%
133	Kuresoi South	329	324	5	0	98.48%	1.52%	0.00%
134	Kuria East	1	1	0	0	100.00%	0.00%	0.00%

Table 2: Views Submitted Through Hand-Delivery and Email								
No	Constituency	FIGURES				PERCENTAGE		
		Total Responses	I support	I do not Support	Other Response	I support	I do not Support	Other Response
135	Kuria West	4	1	3	0	25.00%	75.00%	0.00%
136	Kwanza	122	120	2	0	98.36%	1.64%	0.00%
137	Lafey	53	52	1	0	98.11%	1.89%	0.00%
138	Lagdera	181	171	10	0	94.48%	5.52%	0.00%
139	Laikipia East	90	6	80	4	6.67%	88.89%	4.44%
140	Laikipia North	33	32	1	0	96.97%	3.03%	0.00%
141	Laikipia West	54	6	46	2	11.11%	85.19%	3.70%
142	Laisamis	51	47	4	0	92.16%	7.84%	0.00%
143	Lamu East	11	10	1	0	90.91%	9.09%	0.00%
144	Lamu West	22	13	7	2	59.09%	31.82%	9.09%
145	Langata	567	370	177	20	65.26%	31.22%	3.53%
146	Lari	65	18	42	5	27.69%	64.62%	7.69%
147	Likoni	44	44	0	0	100.00%	0.00%	0.00%
148	Likuyani	18	13	5	0	72.22%	27.78%	0.00%
149	Limuru	140	39	86	15	27.86%	61.43%	10.71%
150	Loima	11	11	0	0	100.00%	0.00%	0.00%
151	Luanda	55	54	1	0	98.18%	1.82%	0.00%
152	Lugari	52	35	15	2	67.31%	28.85%	3.85%
153	Lungalunga	213	203	10		95.31%	4.69%	0.00%
154	Lurambi	215	210	4	1	97.67%	1.86%	0.47%
155	Maara	327	316	11	0	96.64%	3.36%	0.00%
156	Machakos Town	21	7	14	0	33.33%	66.67%	0.00%
157	Magarini	128	118	10	0	92.19%	7.81%	0.00%
158	Makadara	479	405	58	16	84.55%	12.11%	3.34%
159	Makueni	47	38	9	0	80.85%	19.15%	0.00%
160	Malava	28	23	4	1	82.14%	14.29%	3.57%
161	Malindi	165	165	0	0	100.00%	0.00%	0.00%
162	Mandera East	23	22	1	0	95.65%	4.35%	0.00%
163	Mandera North	21	21	0	0	100.00%	0.00%	0.00%
164	Mandera South	22	22	0	0	100.00%	0.00%	0.00%
165	Mandera West	41	41	0	0	100.00%	0.00%	0.00%
166	Manyatta	106	73	31	2	68.87%	29.25%	1.89%
167	Maragwa	167	66	99	2	39.52%	59.28%	1.20%
168	Marakwet East	195	195	0	0	100.00%	0.00%	0.00%

Table 2: Views Submitted Through Hand-Delivery and Email								
No	Constituency	FIGURES				PERCENTAGE		
		Total Responses	I support	I do not Support	Other Response	I support	I do not Support	Other Response
169	Marakwet West	167	154	13	0	92.22%	7.78%	0.00%
170	Masinga	15	6	8	1	40.00%	53.33%	6.67%
171	Matayos	155	155	0	0	100.00%	0.00%	0.00%
172	Mathare	185	138	39	8	74.59%	21.08%	4.32%
173	Mathioya	23	5	18	0	21.74%	78.26%	0.00%
174	Mathira	709	51	654	4	7.19%	92.24%	0.56%
175	Matuga	16	16	0	0	100.00%	0.00%	0.00%
176	Matungu	12	8	4	0	66.67%	33.33%	0.00%
177	Matungulu	2	0	2	0	0.00%	100.00%	0.00%
178	Mavoko	42	9	29	4	21.43%	69.05%	9.52%
179	Mbeere North	189	180	9	0	95.24%	4.76%	0.00%
180	Mbeere South	60	57	2	1	95.00%	3.33%	1.67%
181	Mbooni	14	5	7	2	35.71%	50.00%	14.29%
182	Mogotio	201	184	17	0	91.54%	8.46%	0.00%
183	Moiben	12	5	6	1	41.67%	50.00%	8.33%
184	Molo	19	10	9	0	52.63%	47.37%	0.00%
185	Mosop	16	11	5	0	68.75%	31.25%	0.00%
186	Moyale	159	139	20	0	87.42%	12.58%	0.00%
187	Msambweni	9	6	2	1	66.67%	22.22%	11.11%
188	Mt. Elgon	210	207	3	0	98.57%	1.43%	0.00%
189	Muhoroni	3	2	0	1	66.67%	0.00%	33.33%
190	Mukurweini	57	2	53	2	3.51%	92.98%	3.51%
191	Mumias East	9	2	7	0	22.22%	77.78%	0.00%
192	Mumias West	137	132	5	0	96.35%	3.65%	0.00%
193	Mvita	22	8	12	2	36.36%	54.55%	9.09%
194	Mwala	13	2	9	2	15.38%	69.23%	15.38%
195	Mwatate	3	2	0	1	66.67%	0.00%	33.33%
196	Mwea	88	21	57	10	23.86%	64.77%	11.36%
197	Mwingi Central	9	3	6	0	33.33%	66.67%	0.00%
198	Mwingi North	5	1	3	1	20.00%	60.00%	20.00%
199	Mwingi West	9	2	7	0	22.22%	77.78%	0.00%
200	Naivasha	33	11	21	1	33.33%	63.64%	3.03%
201	Nakuru Town East	83	47	35	1	56.63%	42.17%	1.20%
202	Nakuru Town West	114	76	32	6	66.67%	28.07%	5.26%

Table 2: Views Submitted Through Hand-Delivery and Email								
No	Constituency	FIGURES				PERCENTAGE		
		Total Responses	I support	I do not Support	Other Response	I support	I do not Support	Other Response
203	Nambale	178	172	5	1	96.63%	2.81%	0.56%
204	Nandi Hills	27	12	14	1	44.44%	51.85%	3.70%
205	Narok East	5	1	2	2	20.00%	40.00%	40.00%
206	Narok North	46	41	4	1	89.13%	8.70%	2.17%
207	Narok South	66	64	1	1	96.97%	1.52%	1.52%
208	Narok West	83	80	3	0	96.39%	3.61%	0.00%
209	Navakholo	10	5	5	0	50.00%	50.00%	0.00%
210	Ndaragwa	71	29	34	8	40.85%	47.89%	11.27%
211	Ndhiwa	163	162	0	1	99.39%	0.00%	0.61%
212	Ndia	86	33	52	1	38.37%	60.47%	1.16%
213	Njoro	25	9	15	1	36.00%	60.00%	4.00%
214	North Horr	26	25	1	0	96.15%	3.85%	0.00%
215	North Imenti	24	6	13	5	25.00%	54.17%	20.83%
216	North Mugirango	142	133	8	1	93.66%	5.63%	0.70%
217	Nyakach	52	51	1	0	98.08%	1.92%	0.00%
218	Nyali	53	47	5	1	88.68%	9.43%	1.89%
219	Nyando	61	52	6	3	85.25%	9.84%	4.92%
220	Nyaribari Chache	164	162	1	1	98.78%	0.61%	0.61%
221	Nyaribari Masaba	204	195	7	2	95.59%	3.43%	0.98%
222	Nyatike	86	83	2	1	96.51%	2.33%	1.16%
223	Nyeri Town	136	9	125	2	6.62%	91.91%	1.47%
224	Ol Jororook	39	17	22	0	43.59%	56.41%	0.00%
225	Ol Kalou	38	16	21	1	42.11%	55.26%	2.63%
226	Othaya	33	7	25	1	21.21%	75.76%	3.03%
227	Pokot South	82	81	1	0	98.78%	1.22%	0.00%
228	Rabai	53	51	1	1	96.23%	1.89%	1.89%
229	Rangwe	124	119	5	0	95.97%	4.03%	0.00%
230	Ranieda	194	192	2	0	98.97%	1.03%	0.00%
231	Rongai	132	121	11	0	91.67%	8.33%	0.00%
232	Rongo	56	54	2	0	96.43%	3.57%	0.00%
233	Roysambu	225	133	85	7	59.11%	37.78%	3.11%
234	Ruaraka	362	294	63	5	81.22%	17.40%	1.38%
235	Ruiru	171	42	117	12	24.56%	68.42%	7.02%
236	Runyenjes	242	241	1	0	99.59%	0.41%	0.00%

Table 2: Views Submitted Through Hand-Delivery and Email								
No	Constituency	FIGURES				PERCENTAGE		
		Total Responses	I support	I do not Support	Other Response	I support	I do not Support	Other Response
237	Sabatia	4	2	2	0	50.00%	50.00%	0.00%
238	Saboti	8	6	2	0	75.00%	25.00%	0.00%
239	Saku	101	95	6	0	94.06%	5.94%	0.00%
240	Samburu East	22	21	1	0	95.45%	4.55%	0.00%
241	Samburu North	17	15	2	0	88.24%	11.76%	0.00%
242	Samburu West	8	2	6	0	25.00%	75.00%	0.00%
243	Seme	3	0	2	1	0.00%	66.67%	33.33%
244	Shinyalu	173	164	6	3	94.80%	3.47%	1.73%
245	Sigor	66	65	0	1	98.48%	0.00%	1.52%
246	Sigowet/Soin	217	213	4	0	98.16%	1.84%	0.00%
247	Sirisia	280	279	1	0	99.64%	0.36%	0.00%
248	Sotik	282	275	7	0	97.52%	2.48%	0.00%
249	South Imenti	12	4	8	0	33.33%	66.67%	0.00%
250	South Mugirango	127	123	3	1	96.85%	2.36%	0.79%
251	Soy	135	122	8	5	90.37%	5.93%	3.70%
252	Starehe	605	278	308	19	45.95%	50.91%	3.14%
253	Suba North	151	149	2	0	98.68%	1.32%	0.00%
254	Suba South	163	162	1	0	99.39%	0.61%	0.00%
255	Subukia	12	3	8	1	25.00%	66.67%	8.33%
256	Suna East	4	4			100.00%	0.00%	0.00%
257	Suna West	12	11	1	0	91.67%	8.33%	0.00%
258	Tarbaj	0	0	0	0	0.00%	0.00%	0.00%
259	Taveta	0	0	0	0	0.00%	0.00%	0.00%
260	Teso North	243	242	1	0	99.59%	0.41%	0.00%
261	Teso South	165	163	1	1	98.79%	0.61%	0.61%
262	Tetu	24	1	23	0	4.17%	95.83%	0.00%
263	Tharaka	550	543	6	1	98.73%	1.09%	0.18%
264	Thika Town	86	20	58	8	23.26%	67.44%	9.30%
265	Tiaty	173	173	0	0	100.00%	0.00%	0.00%
266	Tigania East	13	2	11	0	15.38%	84.62%	0.00%
267	Tigania West	209	193	14	2	92.34%	6.70%	0.96%
268	Tinderet	8	7	0	1	87.50%	0.00%	12.50%
269	Tongaren	6	5	1	0	83.33%	16.67%	0.00%
270	Turbo	10	5	3	2	50.00%	30.00%	20.00%

Table 2: Views Submitted Through Hand-Delivery and Email								
No	Constituency	FIGURES				PERCENTAGE		
		Total Responses	I support	I do not Support	Other Response	I support	I do not Support	Other Response
271	Turkana Central	52	51	0	1	98.08%	0.00%	1.92%
272	Turkana East	0	0	0	0	0.00%	0.00%	0.00%
273	Turkana North	0	0	0	0	0.00%	0.00%	0.00%
274	Turkana South	1	1	0	0	100.00%	0.00%	0.00%
275	Turkana West	5	0	5	0	0.00%	100.00%	0.00%
276	Ugenya	16	10	5	1	62.50%	31.25%	6.25%
277	Ugunja	195	195	0	0	100.00%	0.00%	0.00%
278	Uriri	267	267	0	0	100.00%	0.00%	0.00%
279	Vihiga	60	57	3	0	95.00%	5.00%	0.00%
280	Voi	5	3	1	1	60.00%	20.00%	20.00%
281	Wajir East	4	1	3		25.00%	75.00%	0.00%
282	Wajir North	0	0	0	0	0.00%	0.00%	0.00%
283	Wajir South	5	4	1	0	80.00%	20.00%	0.00%
284	Wajir West	1	1	0	0	100.00%	0.00%	0.00%
285	Webuye East	57	54	2	1	94.74%	3.51%	1.75%
286	Webuye West	51	51	0	0	100.00%	0.00%	0.00%
287	West Mugirango	27	16	11	0	59.26%	40.74%	0.00%
288	Westlands	691	548	132	11	79.31%	19.10%	1.59%
289	Wundanyi	6	5	1	0	83.33%	16.67%	0.00%
290	Yatta	8	5	3	0	62.50%	37.50%	0.00%
291	Diaspora	10	4	4	2	40.00%	40.00%	20.00%
292	Others (Did not indicate any view)	1937	761	846	330	39.29%	43.68%	17.04%
	GRAND TOTAL	36,267	28,292	7,142	833	78.01%	19.69%	2.30%

Public Participation at the Constituency Level

59. During the public participation exercise, upon attending a public hearing, a member of the public was issued with the Public Views Template, sensitized on the contents of the form and how to fill it, and then proceeded to participate in the public participation exercise. Thereafter, members of the public submitted the filled form to officers of the Clerk. This was the case even in instances where oral submissions were made at the venues.

60. During the public participation exercise, a total of one hundred and eighty-six thousand, eight hundred and sixteen (186,816) members of the public made oral and/or submitted written representations at the two hundred and ninety (290) Constituencies as summarized below—

1) Ainabkoi Constituency

61. The public participation exercise took place at Ainabkoi NG-CDF Office. A total of 959 members of the public took part in the exercise. Of these, 808 persons indicated that they supported the Motion while 133 persons did not support the Motion. Further, 18 persons expressed other views with regard to the Special Motion.



Picture 1: Ainabkoi Constituency



Picture 2: Ainabkoi Constituency

2) Ainamoi Constituency

62. The public participation exercise took place at Ainamoi NG-CDF Office. A total of 586 members of the public took part in the exercise. Of these, 448 persons indicated that they supported the Motion while 138 persons did not support the Motion.

3) Aldai Constituency

63. The public participation exercise took place at Aldai Constituency NG-CDF Offices. A total of 945 members of the public took part in the exercise. Of these, 841 persons indicated that they supported the Motion while 82 persons did not support the Motion. Further, 22 persons expressed other views with regard to the Special Motion.



Picture 3: Aldai Constituency



Picture 4: Aldai Constituency

4) Alego Usonga Constituency

64. The public participation exercise took place at Alego Usonga NG-CDF Building. A total of 349 members of the public took part in the exercise. Of these, 329 persons indicated that they supported the Motion while 20 persons did not support the Motion.

5) Awendo Constituency

65. The public participation exercise took place at Awendo NG-CDF Building. A total of 320 members of the public took part in the exercise. Of these, 277 persons indicated that they supported the Motion while 39 persons did not support the Motion. Further, 4 persons expressed other views with regard to the Special Motion.

6) Bahati Constituency

66. The public participation exercise took place at Bahati NG-CDF Office Buildings. A total of 391 members of the public took part in the exercise. Of these, 281 persons indicated that they supported the Motion while 105 persons did not support the Motion. Further, 5 persons expressed other views with regard to the Special Motion.

7) Balambala Constituency

67. The public participation exercise took place at the Balambala NG-CDF office. A total of 313 members of the public took part in the exercise. Of these, 313 persons indicated that they supported the Motion while 20 persons did not support the Motion.



Picture 5: Balambala Constituency

8) Banissa Constituency

68. A total of 120 members of the public took part in the public participation exercise at the Banissa NG-CDF office. Of these, 99 persons indicated that they supported the Motion while 21 persons did not support the Motion.



Picture 6: Banisa Constituency

9) Baringo Central Constituency

69. The public participation exercise took place at Baringo Central Constituency Office. A total of 671 members of the public took part in the exercise. Of these, 589 persons indicated that they supported the Motion while 82 persons did not support the Motion.



Picture 7: Baringo Central Constituency

10) Baringo North Constituency

70. The public participation exercise took place at Baringo North Constituency NG-CDF Office Building. A total of 601 members of the public took part in the exercise. Of these, 553 persons indicated that they supported the Motion while 48 persons did not support the Motion.



Picture 8: Baringo North Constituency



Picture 9: Baringo North Constituency

11) Baringo South Constituency

71. The public participation exercise took place at Baringo South Constituency NG-CDF Building. A total of 455 members of the public took part in the exercise. Of these, 402 persons indicated that they supported the Motion while 53 persons did not support the Motion.



Picture 10: Baringo Constituency

12) Belgut Constituency

72. The public participation exercise took place at Belgut NG-CDF Office. A total of 726 members of the public took part in the exercise. Of these, 696 persons indicated that they supported the Motion while 30 persons did not support the Motion.



Picture 11: Belgut Constituency

13) Bobasi Constituency

73. The public participation exercise took place at Bobasi Constituency Office. A total of 416 members of the public took part in the exercise. Of these, 304 persons indicated that they supported the Motion while eighty-eight (88) persons did not support the Motion. Further, 24 persons expressed other views with regard to the Special Motion.

14) Bomachoge Borabu Constituency

74. The public participation exercise took place at Bomachoge Borabu NG-CDF Building. A total of 406 members of the public took part in the exercise. Of these, 370 persons indicated that they supported the Motion while 34 persons did not support the Motion. Further, 2 persons expressed other views with regard to the Special Motion.

15) Bomachoge Chache Constituency

75. The public participation exercise took place at Bomachoge Chache NG-CDF Office. A total of 476 members of the public took part in the exercise. Of these, 406 persons indicated that they supported the Motion while 68 persons did not support the Motion. Further, 2 persons expressed other views with regard to the Special Motion.

16) Bomet Central Constituency

76. The public participation exercise took place at Bomet Central Constituency Office. A total of 708 members of the public took part in the exercise. Of these, 614 persons indicated that they supported the Motion while 88 persons did not support the Motion. Further, 6 persons expressed other views with regard to the Special Motion.



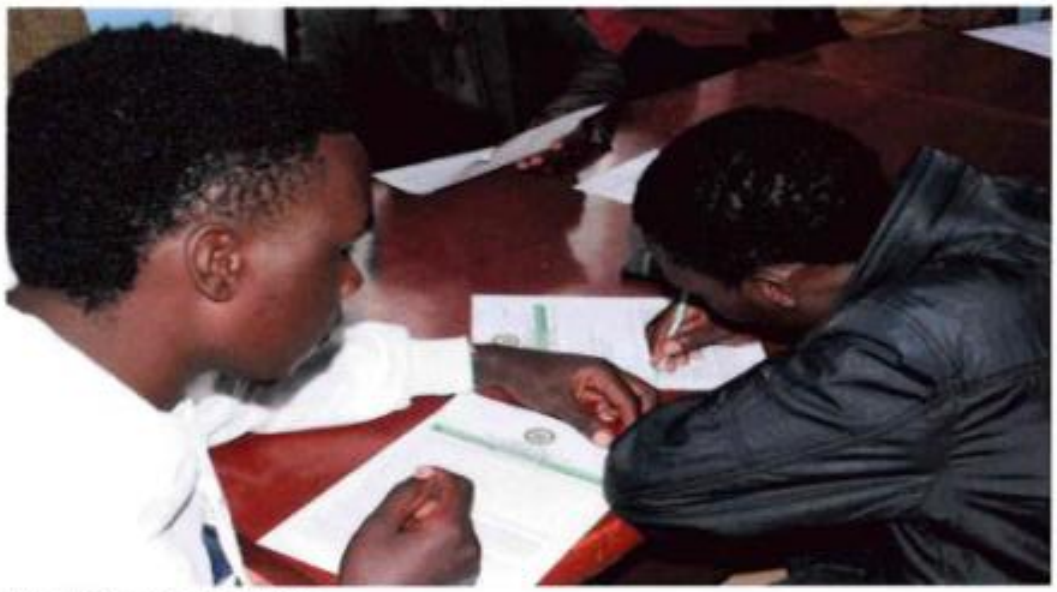
Picture 12: Bomet Central Constituency

17) Bomet East Constituency

77. The public participation exercise took place at Bomet East NG-CDF Offices in Longisa. A total of 1004 members of the public took part in the exercise. Of these, 974 persons indicated that they supported the Motion while 29 persons did not support the Motion. Further, 1 person expressed other views with regard to the Special Motion.



Picture 13: Bomet East Constituency



Picture 14: Bomet East Constituency

18) Bonchari Constituency

78. The public participation exercise took place at Bonchari NG-CDF Building. A total of 327 members of the public took part in the exercise. Of these, 272 persons indicated that they supported the Motion while 53 persons did not support the Motion. Further, 2 persons expressed other views with regard to the Special Motion.



Picture 15: Bonchari Constituency



Picture 16: Bonchari Constituency



Picture 17: Bonchari Constituency

19) Bondo Constituency

79. The public participation exercise took place at Bondo NGCDF Building. A total of 326 members of the public took part in the exercise. Of these, 314 persons indicated that they supported the Motion while 12 persons did not support the Motion.

20) Borabu Constituency

80. The public participation exercise took place at Borabu Constituency Office. A total of 225 members of the public took part in the exercise. Of these, 207 persons indicated that they supported the Motion while 17 persons did not support the Motion. Further, 1 person expressed other views with regard to the Special Motion.

21) Budalangi Constituency

81. The public participation exercise took place at Budalangi NG-CDF Office. A total of 294 members of the public took part in the exercise. Of these, 287 persons indicated that they supported the Motion while 6 persons did not support the Motion. Further, 1 person expressed other views with regard to the Special Motion.



Picture 18: Budalangi Constituency

22) Bumula Constituency

82. The public participation exercise took place at Bumula NG-CDF Building. A total of 447 members of the public took part in the exercise. Of these, 436 persons indicated that they supported the Motion while 9 persons did not support the Motion. Further, 2 persons expressed other views with regard to the Special Motion.

23) Bura Constituency

83. The public participation exercise took place at the Bura Constituency Office in Bura Town. 338 members of the public took part in the exercise. Of these, 323 persons indicated that they supported the Motion while 14 persons did not support the Motion. Further, 1 person expressed other views with regard to the Special Motion.



Picture 19: Bura Constituency



Picture 20: Bura Constituency

24) Bureti Constituency

84. The public participation exercise took place at Bureti NG-CDF Building. A total of 381 members of the public took part in the exercise. Of these, 307 persons indicated that they supported the Motion while 74 persons did not support the Motion.



Picture 21: Bureti Constituency

25) Butere Constituency

85. The public participation exercise took place at the Constituency Office in Butere Town. A total of 391 members of the public took part in the exercise. Of these, 368 persons indicated that they supported the Motion while 22 persons did not support the Motion. Further, 1 person expressed other views with regard to the Special Motion.

26) Butula Constituency

86. The public participation exercise took place at Butula NG-CDF Building. A total of 431 members of the public took part in the exercise. Of these, 394 persons indicated that they supported the Motion while 35 persons did not support the Motion. Further, 2 persons expressed other views with regard to the Special Motion.



Picture 22: Butula Constituency

27) Buuri Constituency

87. The public participation exercise took place at the Buuri NG- CDF office in Timau Township. A total of 511 members of the public took part in the exercise, out of which 443 persons indicated that they supported the Motion while 68 persons did not support the Motion.

28) Central Imenti Constituency

88. The public participation exercise took place at the Central Imenti NG- CDF office in Mutengo-Abothunguchi Central Ward. A total of 378 members of the public took part in the exercise. Of these, 118 persons indicated that they supported the Motion while 260 persons did not support the Motion.

29) Changamwe Constituency

89. The public participation exercise took place at Changamwe NG-CDF Office in Kipevu Ward. A total of 673 members of the public took part in the exercise. Of these, 639 persons indicated that they supported the Motion while 33 persons did not support the Motion. Further, 1 person expressed other views with regard to the Special Motion.



Picture 23: Changamwe Constituency



Picture 24: Changamwe Constituency

30) Chepalungu Constituency

90. The public participation exercise took place at Chepalungu NG-CDF Building. A total of 552 members of the public took part in the exercise. Of these, 518 persons indicated that they supported the Motion while 31 persons did not support the Motion. Further, 3 persons expressed other views with regard to the Special Motion.



Picture 25: Chepalungu Constituency

31) Cherangany Constituency

91. The public participation exercise took place at Cherengany Constituency Office. A total of 690 members of the public took part in the exercise. Of these, 401 persons indicated that they supported the Motion while 279 persons did not support the Motion. Further, ten 10 persons expressed other views with regard to the Special Motion.

32) Chesumei Constituency

92. The public participation exercise took place at Chesumei Constituency NG-CDF Building. A total of 587 members of the public took part in the exercise. Of these, 519 persons indicated that they supported the Motion while 66 persons did not support the Motion. Further, 2 persons expressed other views with regard to the Special Motion.

33) Chuka/Igambang'ombe Constituency

93. The public participation exercise took place at Chuka/Igambang'ombe Constituency office in Chuka Town. A total of 1062 members of the public took part in the exercise. Of these, 920 persons indicated that they supported the Motion while 141 persons did not support the Motion. Further, 1 person expressed other views with regard to the Special Motion.



Picture 26: Chuka Igambangombe Constituency



Picture 27: Chuka Igambangombe Constituency

34) Dadaab Constituency

94. The public participation exercise took place at the Dadaab NG-CDF office in Dadaab Ward. A total of 340 members of the public took part in the exercise. Of these, 305 persons indicated that they supported the Motion while 35 persons did not support the Motion.

35) Dagoretti North Constituency

95. The public participation exercise took place at Dagoretti North NG-CDF Office. A total of 1344 members of the public took part in the exercise. Of these, 888 persons indicated that they supported the Motion while 447 persons did not support the Motion. Further, 9 persons expressed other views with regard to the Special Motion.



Picture 28: Dagoretti North Constituency

36) Dagoretti South Constituency

96. The public participation exercise took place at Dagoretti South Constituency Office. A total of 685 members of the public took part in the exercise. Of these, 570 persons indicated that they supported the Motion while 114 persons did not support the Motion. Further, 1 person expressed other views with regard to the Special Motion.

37) Eldama Ravine Constituency

97. The public participation exercise took place at Eldama Ravine Constituency Office. A total of 379 members of the public took part in the exercise. Of these, 346 persons indicated that they supported the Motion while thirty-three (33) persons did not support the Motion.

38) Eldas Constituency

98. The public participation exercise took place at the Eldas NG-CDF Offices. A total of 326 members of the public took part in the exercise. Of these, 316 persons indicated that they supported the Motion while 10 persons did not support the Motion.



Picture 29: Eldas Constituency



Picture 30: Eldas Constituency

39) Embakasi Central Constituency

99. The public participation exercise took place at Embakasi Central NG-CDF Building. A total of 877 members of the public took part in the exercise. Of these, 94 persons indicated that they supported the Motion while 769 persons did not support the Motion. Further, 14 persons expressed other views with regard to the Special Motion.

40) Embakasi East Constituency

100. The public participation exercise took place at Embakasi East NG-CDF Building. A total of 530 members of the public took part in the exercise. Of these, 285 persons indicated that they supported the Motion while two hundred and 239 persons did not

support the Motion. Further, 6 persons expressed other views with regard to the Special Motion.

41) Embakasi North Constituency

101. The public participation exercise took place at Embakasi North NG-CDF Building. A total of 2,120 members of the public took part in the exercise. Of these, 425 persons indicated that they supported the Motion while 1,660 persons did not support the Motion. Further, 35 persons expressed other views with regard to the Special Motion.

42) Embakasi South Constituency

102. The public participation exercise took place at Embakasi South NG-CDF Building. A total of 1,181 members of the public took part in the exercise. Of these, 211 persons indicated that they supported the Motion while and 956 persons did not support the Motion. Further, 14 persons expressed other views with regard to the Special Motion.

43) Embakasi West Constituency

103. The public participation exercise took place at Embakasi West NG-CDF Building. A total of 417 members of the public took part in the exercise. Of these, 246 persons indicated that they supported the Motion while 141 persons did not support the Motion. Further, 30 persons expressed other views with regard to the Special Motion.



Picture 31: Embakasi West Constituency

44) Emgwen Constituency

104. The public participation exercise took place at Emgwen Constituency Office, Kapsabet. A total of 657 members of the public took part in the exercise. Of these, 503 persons indicated that they supported the Motion while 149 persons did not support the Motion. Further, 5 persons expressed other views with regard to the Special Motion.

45) Emuhaya Constituency

105. The public participation exercise took place at Emuhaya NG-CDF Building. A total of 189 members of the public took part in the exercise. Of these, 178 persons indicated that they supported the Motion while 10 persons did not support the Motion. Further, 1 person expressed other views with regard to the Special Motion.

46) Emurua Dikirr Constituency

106. The public participation exercise took place at Emurua Dikirr NG-CDF Office Building. A total of 306 members of the public took part in the exercise. Of these, 292 persons indicated that they supported the Motion while 11 persons did not support the Motion. Further, 3 persons expressed other views with regard to the Special Motion.



Picture 32: Emurua Dikirr Constituency

47) Endebess Constituency

107. The public participation exercise took place at Endebess Constituency Office. A total of 434 members of the public took part in the exercise. Of these, 389 persons indicated that they supported the Motion while 39 persons did not support the Motion. Further, 6 persons expressed other views with regard to the Special Motion.

48) Fafi Constituency

108. The public participation exercise took place at the Fafi NG-CDF office. A total of 136 members of the public took part in the exercise. Of these, 131 persons indicated that they supported the Motion while 5 persons did not support the Motion.



Picture 33: Fafi Constituency

49) Funyula Constituency

109. The public participation exercise took place at Funyula NG-CDF Building. A total of 1,202 members of the public took part in the exercise. Of these, 927 persons indicated that they supported the Motion while 274 persons did not support the Motion. Further, 1 person expressed their views with regard to the Special Motion.

50) Galole Constituency

110. The public participation exercise took place at the Galole NG- CDF office in Hola. A total of 739 members of the public took part in the exercise. Of these, 614 persons indicated that they supported the Motion while 115 persons did not support the Motion. Further, 10 persons expressed other views with regard to the Special Motion.



Picture 34: Galole Constituency



Picture 35: Galole Constituency



Picture 36: Garissa County

51) Ganze Constituency

111. The public participation exercise was carried out at the Ganze NG- CDF Offices. A total of 295 members of the public took part in the exercise. Of these, 289 persons indicated that they supported the Motion while 6 persons did not support the Motion.

52) Garissa Township Constituency

112. A total of 462 members of the public took part in the public participation exercise at the Garissa Township NG-CDF office in Garissa Town. Of these, 454 persons indicated that they supported the Motion while 8 persons did not support the Motion.



Picture 37: Garissa Constituency

53) Garsen Constituency

113. The public participation exercise was carried out at the Garsen Constituency Office in Garsen Town. A total of 751 members of the public took part in the exercise. Of these, 691 persons indicated that they supported the Motion while 43 persons did not support the Motion. Further, 17 persons expressed other views with regard to the Special Motion.

54) Gatanga Constituency

114. The public participation exercise took place at Gatanga NG-CDF offices, Maranda Town. A total of 110 members of the public took part in the exercise. Of these, 95 persons indicated that they supported the Motion while 15 persons did not support the Motion.

55) Gatundu North

115. The public participation exercise took place at NG-CDF Office Buildings Kamwangi Town. 9 persons took part in the exercise. Of these, 1 persons indicated that they supported the Motion while 8 persons did not support the Motion.



Picture 38: Gatundu North Constituency

56) Gatundu South

116. The public participation exercise took place at CDF Building, Gatundu. A total of 28 members of the public took part in the exercise. Of these, 3 persons indicated that they supported the Motion while 25 persons did not support the Motion.

57) Gem Constituency

117. The public participation exercise took place at Gem NGCDF Building. A total of 415 members of the public took part in the exercise. Of these, 392 persons indicated that they supported the Motion while 23 persons did not support the Motion.

58) Gichugu Constituency

118. The public participation exercise took place at NG-CDF Office, Kianyaga Town. A total of 56 members of the public took part in the exercise. Of these, 10 persons indicated that they supported the Motion while 42 persons did not support the Motion. Further, 4 persons expressed other views with regard to the Special Motion.



Picture 39: Gichugu Const ituency



Picture 40: Gichugu Constituency

59) Gilgil Constituency

119. The public participation exercise took place at Gilgil NG- CDF Offices. A total of 1,202 members of the public took part in the exercise. Of these, 225 persons indicated that they supported the Motion while 977 persons did not support the Motion.



Picture 41: Gilgil Constituency

60) Githunguri Constituency

120. The public participation exercise took place at Githunguri NG-CDF Office buildings. A total of 1,679 members of the public took part in the exercise. Of these, 378 persons indicated that they supported the Motion while 1,301 persons did not support the Motion.

61) Hamisi Constituency

121. The public participation exercise took place at Hamisi NG-CDF Office. A total of 872 members of the public took part in the exercise. Of these, 852 persons indicated that they supported the Motion while 18 persons did not support the Motion. Further, 2 persons expressed other views with regard to the Special Motion.

62) Homa Bay Town Constituency

122. The public participation exercise took place at Homa Bay NG-CDF Office. A total of 927 members of the public took part in the exercise. Of these, 818 persons indicated that they supported the Motion while 53 persons did not support the Motion. Further, 56 persons expressed other views with regard to the Special Motion.



Picture 42: Homa Bay Town Constituency



Picture 43: Homa Bay Town Constituency



Picture 44: Homa Bay Constituency

63) Igembe Central Constituency

123. The public participation exercise took place at the Igembe Central NG- CDF office in Kangeta Town. A total of 695 members of the public took part in the exercise. Of these, 659 persons indicated that they supported the Motion while 30 persons did not support the Motion. Further, 6 persons expressed other views with regard to the Special Motion.



Picture 45: Igembe Central Constituency

64) Igembe North Constituency

124. The public participation exercise took place at the Igembe North NG-CDF office in Laare. A total of 212 members of the public took part in the exercise. Of these, 204 persons indicated that they supported the Motion while 8 persons did not support the Motion.

65) Igembe South Constituency

125. The public participation exercise took place at Igembe South NG- CDF office. A total of 1,111 members of the public took part in the exercise. Of these, 965 persons indicated that they supported the Motion while 146 persons did not support the Motion.

66) Ijara Constituency

126. The public participation exercise took place at the Ijara NG-CDF office in Masalani Town. A total of 360 members of the public took part in the exercise. Of these, 328 persons indicated that they supported the Motion while 32 persons stated that they did not support the Motion.

67) Ikolomani Constituency

127. The public participation exercise took place at the NG-CDF Office. A total of 696 members of the public took part in the exercise. Of these, 657 persons indicated that they supported the Motion while 37 persons did not support the Motion. Further, 2 persons expressed other views with regard to the Special Motion.

68) Isiolo North Constituency

128. The public participation exercise took place at Isiolo North NG- CDF office in Isiolo Town. A total of 1,249 members of the public took part in the exercise, out of which 944 persons indicated that they supported the Motion while 305 persons did not support the Motion.



Picture 46: Isiolo County

69) Isiolo South Constituency

129. The public participation exercise took place at the Isiolo South Constituency Office in Garbatulla. The office also acted as a centre for receipt of forms from constituents. A total of 343 members of the public took part in the exercise. Of these, 231 persons indicated that they supported the Motion while 33 persons did not support the Motion. Further, 79 persons expressed other views with regard to the Special Motion.



Picture 47: Isiolo County

70) Jomvu Constituency

130. A total of 824 members of the public took part in the public participation exercise carried out at the Jomvu NG-CDF Office in Mkindani. Of these, 742 persons indicated that they supported the Motion while 60 persons did not support the Motion. Further, 22 persons expressed other views with regard to the Special Motion.

71) Juja Constituency

131. The public participation exercise took place at Juja Constituency Office. A total of 20 members of the public took part in the exercise. Of these, 5 persons indicated that they supported the Motion while 15 persons did not support the Motion.

72) Kabete Constituency

132. The public participation exercise took place at Kabete Constituency Office. A total of 85 members of the public took part in the exercise. Of these, 20 persons indicated that they supported the Motion while 65 persons did not support the Motion.



Picture 48: Kabete Constituency



Picture 49: Kabete Constituency

73) Kabondo Kasipul Constituency

133. The public participation exercise took place at Kabondo Kasipul NG-CDF Office. A total of 190 members of the public took part in the exercise. Of these, 172 persons indicated that they supported the Motion while 12 persons did not support the Motion. Further, 6 persons expressed other views with regard to the Special Motion.

74) Kabuchai Constituency

134. The public participation exercise took place at Kabuchai Constituency Office in Chwele. A total of 292 members of the public took part in the exercise. Of these, 189 persons indicated that they supported the Motion while 103 persons did not support the Motion.

75) Kacheliba Constituency

135. The public participation exercise took place at Kacheliba Constituency Office. A total of 545 members of the public took part in the exercise. Of these, 528 persons indicated that they supported the Motion while 17 persons did not support the Motion.

76) Kaiti Constituency

136. The public participation exercise took place at the Kaiti NG-CDF Office. A total of 514 members of the public took part in the exercise. Of these, 262 persons indicated that they supported the Motion while 250 persons did not support the Motion. Further, 2 persons expressed other views with regard to the Special Motion



Picture 50: Kaiti Constituency

77) Kajiado Central Constituency

137. The public participation exercise took place at Kajiado Central NG-CDF Office Buildings. A total of 1,540 members of the public took part in the exercise. Of these, 1,497 persons indicated that they supported the Motion while 43 persons did not support the Motion.



Picture 51: Kajiado Central Constituency



Picture 52: Kajiado Central Constituency

78) Kajiado East Constituency

138. The public participation exercise took place at Kajiado East NG-CDF Building. A total of 747 members of the public took part in the exercise. Of these, 705 persons indicated that they supported the Motion while 42 persons did not support the Motion.



Picture 53: Kajiado East Constituency

79) Kajiado North Constituency

139. The public participation exercise took place at Kajiado North NG-CDF Office in Ongata Rongai. A total of 2,443 members of the public took part in the exercise. Of these, 1,851 persons indicated that they supported the Motion 292 persons did not support the Motion.



Picture 54: Kajiado North Constituency

80) Kajiado South Constituency

140. The public participation exercise took place at the NG-CDF Office in Loitoktok . A total of 2,880 members of the public took part in the exercise. Of these, 650 persons indicated that they supported the Motion while 2,230 persons did not support the Motion.



Picture 55: Kajiado Constituency

81) Kajiado West Constituency

141. The public participation exercise took place at Kajiado West NG-CDF Office. A total of 1,880 members of the public took part in the exercise. Of these, 1,682 persons indicated that they supported the Motion while 198 persons did not support the Motion.



Picture 56: Kajiado West Constituency



Picture 57: Kajiado CWR Office

82) Kaloleni Constituency

142. The public participation exercise took place at the Kaloleni NG-CDF Building. A total of 398 members of the public took part in the exercise. Of these, 354 persons indicated that they supported the Motion while 31 persons did not support the Motion. Further, 13 persons expressed other views with regard to the Special Motion.

83) Kamukunji Constituency

143. The public participation exercise took place at Kamkunji Constituency Office. A total of 728 members of the public took part in the exercise. Of these, 667 persons indicated that they supported the Motion 58 persons did not support the Motion. Further, 3 persons expressed other views with regard to the Special Motion.

84) Kandara Constituency

144. The public participation exercise took place at Kandara NG-CDF Building, Kandara town. A total of one thousand, 1,329 members of the public took part in the exercise. Of these, 195 persons indicated that they supported the Motion while 1,130 persons did not support the Motion. Further, 4 persons expressed other views with regard to the Special Motion.

85) Kanduyi Constituency

145. The public participation exercise took place at Kanduyi NG-CDF Building. A total of 284 members of the public took part in the exercise. Of these, 221 persons indicated that they supported the Motion while 63 persons did not support the Motion.



Picture 58: Kanduyi Constituency

86) Kangema Constituency

146. The public participation exercise took place at Kangema CDF office Building. A total of 3,344 members of the public took part in the exercise. Of these, 333 persons indicated that they supported the Motion while 3,011 persons did not support the Motion.

87) Kangundo Constituency

147. The public participation exercise took place at the Kangundo NG-CDF Office. A total of 748 members of the public took part in the exercise. Of these, 379 persons indicated that they supported the Motion while 368 persons did not support the Motion.

88) Kapenguria Constituency

148. The public participation exercise took place at Kapenguria NG- CDF Office Building. A total of 1,255 members of the public took part in the exercise. Of these, 1,101 persons indicated that they supported the Motion while 151 persons did not support the Motion. Further,3 persons expressed other views with regard to the Special Motion.

89) Kapseret Constituency

149. The public participation exercise took place at Kapseret Constituency Office. A total of 1,902 members of the public took part in the exercise. Of these, 1,689 persons indicated that they supported the Motion while 197 persons did not support the Motion. Further, 16 persons expressed other views with regard to the Special Motion.



Picture 59: Kapseret Constituency]

90) Karachuonyo Constituency

150. The public participation exercise took place at Karachuonyo Constituency Office. A total of 714 members of the public took part in the exercise. Of these, 703 persons indicated that they supported the Motion while 5 persons did not support the Motion. Further, 6 persons expressed other views with regard to the Special Motion.



Picture 60: Karachuonyo Constituency

91) Kasarani Constituency

151. The public participation exercise took place at Kasarani NG-CDF Building. A total of 484 members of the public took part in the exercise. Of these, 170 persons indicated that they supported the Motion while 303 persons did not support the Motion. Further, 11 persons expressed other views with regard to the Special Motion.

92) Kasipul Constituency

152. The public participation exercise took place at Kasipul Constituency Office in Oyugis Town. A total of 331 members of the public took part in the exercise. Of these, 285

persons indicated that they supported the Motion while 42 persons did not support the Motion. Further, 4 persons expressed other views with regard to the Special Motion.



Picture 61: Kasipul Constituency

93) Kathiani Constituency

153. The public participation exercise took place at the Kathiani NG- CDF office in Upper Kaewa Ward. 493 members of the public took part in the exercise. Of these, 200 persons indicated that they supported the Motion while 290 persons did not support the Motion. Further, 3 persons expressed other views with regard to the Special Motion.



Picture 62: Kathiani Constituency



Picture 63: Kathiani Constituency

94) Keiyo North Constituency

154. The public participation exercise took place at Keiyo North Constituency NG-CDF Building, Iten. A total of 390 members of the public took part in the exercise. Of these, 297 persons indicated that they supported the Motion while 87 persons did not support the Motion. Further, 6 persons expressed other views with regard to the Special Motion.

95) Keiyo South Constituency

155. The public participation exercise took place at Keiyo South NG-CDF Building. A total of 355 members of the public took part in the exercise. Of these, 352 persons indicated that they supported the Motion while 3 persons did not support the Motion.

96) Kesses Constituency

156. The public participation exercise took place at Kesses Constituency office. A total of 1,589 members of the public took part in the exercise. Of these, 1,460 persons indicated that they supported the Motion while 120 persons did not support the Motion. Further, 9 persons expressed other views with regard to the Special Motion.



Picture 64: Kesses Constituency



Picture 65: Kesses Constituency

97) Khwisero Constituency

157. The public participation exercise took place at the NG-CDF Office in Khumalo Stage. A total of 352 members of the public took part in the exercise. Of these, 331 persons indicated that they supported the Motion while 18 persons did not support the Motion. Further, 3 persons expressed other views with regard to the Special Motion.

98) Kiambaa Constituency

158. The public participation exercise took place at NG-CDF Kiambaa Office. A total of 463 members of the public took part in the exercise. Of these, 120 persons indicated that they supported the Motion while 343 persons did not support the Motion.



Picture 66: Kiambaa Constituency



Picture 67: Kiambaa Constituency

99) Kiambu Constituency

159. The public participation exercise took place at Kiambu Constituency Office. A total of 167 members of the public took part in the exercise. Of these, 52 persons indicated that they supported the Motion while 115 persons did not support the Motion.



Picture 68: Kiambu County



Picture 69: Kiambu County

100) Kibra Constituency

160. The public participation exercise took place at Kibra NG-CDF Office. A total of 1204 members of the public took part in the exercise. Of these, 979 persons indicated that they supported the Motion while 217 persons did not support the Motion. Further, 8 persons expressed other views with regard to the Special Motion.

101) Kibwezi East Constituency

161. The public participation exercise took place at the Kibwezi NG- CDF office in Kambu Town. A total of 1,011 members of the public took part in the exercise. Of these, 338 persons indicated that they supported the Motion while 652 persons did

not support the Motion. Further, 21 persons expressed other views with regard to the Special Motion.

102) Kibwezi West Constituency

162. The public participation exercise took place at the Kibwezi West NG- CDF office. A total of 547 members of the public took part in the exercise. Of these, 498 persons indicated that they supported the Motion while 48 persons did not support the Motion. Further, 1 person expressed other views with regard to the Special Motion.

103) Kieni Constituency

163. The public participation exercise took place at Kieni Constituency Office. A total of 1611 members of the public took part in the exercise. Of these, 122 persons indicated that they supported the Motion while 1481 persons did not support the Motion. Further, 8 persons expressed other views with regard to the Special Motion.



Picture 70: Kieni Constituency

104) Kigumo Constituency

164. The public participation exercise took place at Kigumo NG-CDF Office. A total of 4954 members of the public took part in the exercise. Of these, 409 persons indicated that they supported the Motion while 4,545 persons did not support the Motion.

105) Kiharu Constituency

165. The public participation exercise took place at Kiharu Constituency Office. A total of 581 members of the public took part in the exercise. Of these,200 persons indicated that they supported the Motion while 379 persons did not support the Motion. Further, 2 persons expressed other views with regard to the Special Motion.

106) Kikuyu Constituency

166. The public participation exercise took place at Kikuyu Constituency Office. A total of 73 members of the public took part in the exercise. Of these, 15 persons indicated that they supported the Motion while 58 persons did not support the Motion.



Picture 71: Kikuyu Constituency

107) Kilgoris Constituency

167. The public participation exercise took place at the Kilgoris NG-CDF Office Buildings. A total of 315 members of the public took part in the exercise. Of these, 236 persons indicated that they supported the Motion while 66 persons did not support the Motion. Further, 13 persons expressed other views with regard to the Special Motion.



Picture 72: Kiambu County

108) Kilifi North Constituency

168. 603 members of the public took part in the public participation exercise at Kilifi NG-CDF office in Kilifi Town. Of these, 553 persons indicated that they supported the Motion while 50 persons did not support the Motion.

109) Kilifi South Constituency

169. The public participation exercise was carried out at the Kilifi NG-CDF office. A total of 171 members of the public took part in the exercise. Of these, 155 persons indicated that they supported the Motion while 7 did not support the Motion. Further, 9 persons expressed other views with regard to the Special Motion.



Picture 73: Kilifi County

110) Kilome Constituency

170. The public participation exercise took place at the Kilome NG- CDF Office. A total of 824 members of the public took part in the exercise. Of these, 226 persons indicated that they supported the Motion while 579 persons did not support the Motion. 19 persons expressed other views on the Motion.



Picture 74: Kilome Constituency

111) Kimilili Constituency

171. The public participation exercise took place at Kimilili NG-CDF Building. A total of 114 members of the public took part in the exercise. Of these, 96 persons indicated that they supported the Motion while 18 persons did not support the Motion.



Picture 75: Kimilili Constituency

112) Kiminini Constituency

172. The public participation exercise took place at Kiminini Constituency Office. A total of 579 members of the public took part in the exercise. Of these, 457 persons indicated that they supported the Motion while 104 persons did not support the Motion. Further, 18 persons expressed other views with regard to the Special Motion.

113) Kinango Constituency

173. The public participation exercise was carried out at the NG-CDF Building in Kinango Ward. 187 members of the public took part in the exercise with 181 supporting the Motion and 6 indicating their rejection.



Picture 76: Kinango Constituency

114) Kinangop Constituency

174. The public participation exercise took place at Kinangop NG-CDF Building. A total of 908 members of the public took part in the exercise. Of these, 226 persons indicated that they supported the Motion while 682 persons did not support the Motion.

115) Kipipiri Constituency

175. The public participation exercise took place at Kipipiri Constituency Office. A total of 2,016 members of the public took part in the exercise. 428 supported the Motion while 1,588 did not support the Motion.

116) Kipkelion East Constituency

176. The public participation exercise took place at Kipkelion East Constituency Office in Londian. A total of 210 members of the public took part in the exercise. Of these, 181 persons indicated that they supported the Motion while 29 persons did not support the Motion.

117) Kipkelion West Constituency

177. The public participation exercise took place at Kipkelion West NG-CDF Building. A total of 586 members of the public took part in the exercise. Of these, 541 persons indicated that they supported the Motion while 45 persons did not support the Motion.



Picture 77: Kipkelion Constituency

118) Kirinyanga Central Constituency

178. The public participation exercise took place at Kirinyaga Central NG-CDF Office, Kaitheri Polytechnic. A total of 14 members of the public took part in the exercise. Of these, 4 persons indicated that they supported the Motion while 10 persons did not support the Motion.

119) Kisauni Constituency

179. The public participation exercise was held at the Kisauni Constituency Office in Mtopanga. A total of 400 members of the public took part in the exercise. Of these, 384 persons indicated that they supported the Motion while 13 persons did not support the Motion. 3 persons expressed other views on the Motion



Picture 78: Kisauni Constituency

120) Kisumu Central Constituency

180. The public participation exercise took place at Kisumu Central NG-CDF Office. A total of 925 members of the public took part in the exercise. Of these, 906 persons indicated that they supported the Motion while 16 persons did not support the Motion. Further, 3 persons expressed other views on the Motion.

121) Kisumu East Constituency

181. The public participation exercise took place at Kisumu East NG-CDF Office. A total of 842 members of the public took part in the exercise. Of these, 809 persons indicated that they supported the Motion while 29 persons did not support the Motion. Further, 4 persons expressed other views on the Motion.

122) Kisumu West Constituency

182. The public participation exercise took place at Kisumu West NG-CDF Office. A total of 810 members of the public took part in the exercise. Of these, 793 persons indicated that they supported the Motion while 17 persons did not support the Motion.



Picture 79: Kisumu County

123) Kitui Central Constituency

183. The public participation exercise took place at the Kitui Central NG-CDF office. A total of 1021 members of the public took part in the exercise. Of these, 372 persons indicated that they supported the Motion while 642 persons did not support the Motion. Further, 7 persons expressed other views with regard to the Special Motion.

124) Kitui East Constituency

184. The public participation exercise took place at the Kitui East NG-CDF office. A total of 406 members of the public took part in the exercise. Of these, 387 persons indicated that they supported the Motion while 18 did not support the Motion. Further, only 1 person expressed other views with regard to the Special Motion.

125) Kitui Rural Constituency

185. The public participation exercise took place at the Kitui Rural NG-CDF office. A total of 428 members of the public took part in the exercise. Of these, 22 persons indicated that they supported the Motion while 405 persons did not support the Motion. Only one person expressed other views with regard to the Special Motion.

126) Kitui South Constituency

186. The public participation exercise took place at the Kitui South NG- CDF office in Mutomo. A total of 644 members of the public took part in the exercise, out of which,

636 persons indicated that they supported the Motion while 7 persons did not support the Motion. Only one person expressed other views with regard to the Special Motion.

127) Kitui West Constituency

187. The public participation exercise took place at Kitui West NG-CDF office. A total of 701 members of the public took part in the exercise. Of these, 130 persons indicated that they supported the Motion while 556 persons did not support the Motion. Further, 15 persons expressed other views with regard to the Special Motion.

128) Kitutu Chache North Constituency

188. The public participation exercise took place at Kitutu Chache North NG-CDF Building. A total of 534 members of the public took part in the exercise. Of these, 508 persons indicated that they supported the Motion while 25 persons did not support the Motion. Further, 1 person expressed other views with regard to the Special Motion.

129) Kitutu Chache South Constituency

189. The public participation exercise took place at Kitutu Chache South NG-CDF Building. A total of 210 members of the public took part in the exercise. Of these, 106 persons indicated that they supported the Motion while 82 persons did not support the Motion. Further, 22 persons expressed other views with regard to the Special Motion.

130) Kitutu Masaba Constituency

190. The public participation exercise took place at Kitutu Masaba NG-CDF Building. A total of 595 members of the public took part in the exercise. Of these, 583 persons indicated that they supported the Motion while 11 persons did not support the Motion. Further, one person expressed other views with regard to the Special Motion.

131) Konoin Constituency

191. The public participation exercise took place at Konoin NG-CDF Office Building. A total of 519 members of the public took part in the exercise. Of these, 504 persons indicated that they supported the Motion while 13 persons did not support the Motion. Further, 2 persons expressed other views with regard to the Special Motion.



Picture 80: Konoin Constituency



Picture 81: Konoin Constituency

132) Kuresoi North Constituency

192. The public participation exercise took place at Kuresoi North NG-CDF Offices. A total of 46 members of the public took part in the exercise. Of these, 39 persons indicated that they supported the Motion while 4 persons did not support the Motion. Further, 3 persons expressed other views with regard to the Special Motion.



Picture 82: Kuresoi North Constituency

133) Kuresoi South Constituency

193. The public participation exercise took place at Kuresoi South NG-CDF building. A total of 163 members of the public took part in the exercise. Of these, 155 persons indicated that they supported the Motion while 6 persons did not support the Motion. 2 persons expressed other views on the Motion.



Picture 83: Kuresoi South Constituency

134) Kuria East Constituency

194. The public participation exercise took place at Kuria East NG-CDF Building. A total of 424 members of the public took part in the exercise. Of these, 413 persons indicated that they supported the Motion while 11 persons did not support the Motion.

135) Kuria West Constituency

195. The public participation exercise took place at Kuria West NG-CDF Building. A total of 278 members of the public took part in the exercise. Of these, 273 persons indicated that they supported the Motion while 3 persons did not support the Motion. Further, 2 persons expressed other views with regard to the Special Motion

136) Kwanza Constituency

196. The public participation exercise took place at Kwanza Constituency Office. A total of 573 members of the public took part in the exercise. Of these, 407 persons indicated that they supported the Motion while 132 persons did not support the Motion. Further, 34 persons expressed other views with regard to the Special Motion.

137) Lafey Constituency

197. The public participation exercise took place at the Lafey NG-CDF Office. A total of 256 members of the public took part in the exercise. Of these, 247 persons indicated that they supported the Motion while 9 persons did not support the Motion.

138) Lagdera Constituency

198. The public participation exercise took place at the Lagdera NG-CDF office in Modogashe Town. A total of 300 members of the public took part in the exercise. Of these, 290 persons indicated that they supported the Motion while 7 persons did not support the Motion. 3 persons expressed other views with regard to the Special Motion.

139) Laikipia East Constituency

199. The public participation exercise took place at Laikipia East Constituency NG-CDF Office Building. A total of 2700 members of the public took part in the exercise. Of these, 1497 persons indicated that they supported the Motion while 1083 persons did not support the Motion. Further, 120 persons expressed other views with regard to the Special Motion.



Picture 84: Laikipia East Constituency



Picture 85: Laikipia East Constituency

140) Laikipia North Constituency

200. The public participation exercise took place at Laikipia North Constituency Office. A total of 408 members of the public took part in the exercise. Of these, 251 persons indicated that they supported the Motion 155 persons did not support the Motion. Further, 2 persons expressed other views with regard to the Special Motion.



Picture 86: Laikipia County

141) Laikipia West Constituency

201. The public participation exercise took place at Laikipia West Constituency NG-CDF Office Building. A total of 535 members of the public took part in the exercise. Of these, 273 persons indicated that they supported the Motion while 261 persons did not support the Motion. One person submitted other views.



Picture 87: Laikipia West Constituency



Picture 88: Laikipia North Constituency

142) Laisamis Constituency

202. The public participation exercise took place at the Laisamis NG-CDF Office. A total of 302 members of the public took part in the exercise. Out of which 282 persons indicated that they supported the Motion while 18 persons did not support the Motion. Two persons expressed other views with regard to the Motion.



Picture 89: Laisamis Constituency



Picture 97: Laisamis Constituency

143) Lamu East Constituency

203. The public participation exercise was carried out at the Lamu East NG- CDF office in Faza. A total of 563 members of the public took part in the exercise. Of these, 540 persons indicated that they supported the Motion while 23 persons did not support the Motion.



Picture 90: Lamu East Constituency

144) Lamu West Constituency

204. The public participation exercise was undertaken at Lamu West Constituency office. A total of 659 members of the public took part in the exercise. Of these, 504 persons indicated that they supported the Motion while 155 persons did not support the Motion.



Picture 91: Lamu West Constituency

145) Lang'ata Constituency

205. The public participation exercise took place at Lang'ata NG-CDF Office. A total of 570 members of the public took part in the exercise. Of these, 426 persons indicated that they supported the Motion while 134 persons did not support the Motion. Further, ten 10 persons expressed other views with regard to the Special Motion.



Picture 92: Langata Constituency

146) Lari Constituency

206. The public participation exercise took place at Lari Constituency Offices. A total of 112 members of the public took part in the exercise. Of these, 30 persons indicated that they supported the Motion while 82 persons did not support the Motion.

147) Likoni Constituency

207. The public participation exercise was conducted at the Likoni NG-CDF Building in Timbwani. A total of 840 members of the public took part in the exercise. Of these, 818 persons indicated that they supported the Motion while 21 persons did not support the Motion. Only one person expressed other views with regard to the Motion.

148) Likuyani Constituency

208. The public participation exercise took place at Likuyani NG-CDF Office Buildings. A total of 364 members of the public took part in the exercise. Of these, 360 persons indicated that they supported the Motion while 2 persons did not support the Motion. Two persons expressed other views with regard to the Motion.

149) Limuru Constituency

209. The public participation exercise took place at, Limuru Constituency Office. A total of 66 members of the public took part in the exercise. Of these, 15 persons indicated that they supported the Motion while 51 persons did not support the Motion.



Picture 93: Limuru Constituency

150) Loima Constituency

210. The public participation exercise took place at Loima Constituency Office. A total of 266 members of the public took part in the exercise. Of these, 264 persons indicated that they supported the Motion while 2 persons did not support the Motion.

151) Luanda Constituency

211. The public participation exercise took place at Luanda NG-CDF Building. A total of 422 members of the public took part in the exercise. Of these, 407 persons indicated that they supported the Motion while 13 persons did not support the Motion. Further, 2 persons expressed other views with regard to the Special Motion.

152) Lugari Constituency

212. The public participation exercise took place at Lugari NG-CDF Offices in Lumakanda Town. A total of 459 members of the public took part in the exercise. Of these, 346 persons indicated that they supported the Motion while one hundred and 10 persons did not support the Motion. Further, 3 persons expressed other views with regard to the Special Motion.



Picture 94: Lugari Constituency

153) Lungalunga Constituency

213. The public participation exercise took place at the Lungalunga NG-CDF Office in Kanana. A total of 312 members of the public took part in the exercise. Of these, 296 persons indicated that they supported the Motion while 16 persons did not support the Motion.



Picture 95: Lunga Lunga Constituency

154) Lurambi Constituency

214. The public participation exercise took place at the NG-CDF Office in Kakamega Town. A total of 680 members of the public took part in the exercise. Of these, 555 persons indicated that they supported the Motion while 121 persons did not support the Motion. Further, 4 persons expressed other views with regard to the Special Motion.

155) Maara Constituency

215. The public participation exercise took place at the Maara NG-CDF office in Chogoria. A total of 757 members of the public took part in the exercise. Of these, 712 persons indicated that they supported the Motion while 39 persons did not support the Motion. Further, 6 persons expressed other views with regard to the Special Motion.



Picture 96: Maara Constituency

156) Machakos Town Constituency

216. The public participation exercise took place at the Machakos Town NG-CDF office. A total of 977 members of the public took part in the exercise. Of these, 571 persons indicated that they supported the Motion while 372 persons did not support the Motion. Further, 34 persons expressed other views with regard to the Special Motion.



Picture 97: Machakos County



Picture 98: Machakos Town Constituency

157) Magarini Constituency

217. The public participation exercise was carried out at the Magarini NG- CDF office. A total of 153 members of the public took part in the exercise. Of these, 145 persons indicated that they supported the Motion while 8 persons did not support the Motion

158) Makadara Constituency

218. The public participation exercise took place at Makadara NG-CDF Building. A total of 713 members of the public took part in the exercise. Of these, 551 persons indicated that they supported the Motion while 149 persons did not support the Motion. Further, 13 persons expressed other views with regard to the Special Motion.

159) Makueni Constituency

219. The public participation exercise took place at Makueni NG-CDF office building. A total of 696 members of the public took part in the exercise. Of these, 374 persons indicated that they supported the Motion while 320 persons did not support the Motion. Further, 2 persons expressed other views with regard to the Special Motion.

160) Malava Constituency

220. The public participation exercise took place at Malava NG-CDF Office Building. A total of 399 members of the public took part in the exercise. Of these, 386 persons indicated that they supported the Motion while 10 persons did not support the Motion. Further, 3 persons expressed other views with regard to the Special Motion.

161) Malindi Constituency

221. A total of 209 members of the public took part in the public participation exercise conducted at Malindi NG-CDF Office. Of these, 202 persons indicated that they supported the Motion, 3 persons did not support the Motion and 4 persons expressed other views with regard to the Special Motion.

162) Mandera East Constituency

222. The public participation exercise took place at the Mandera East NG-CDF office where 385 members of the public took part. Of these, 375 persons indicated that they supported the Motion while 10 persons did not support the Motion.



Picture 99: Mandera East Constituency

163) Mandera North Constituency

223. The public participation exercise took place at the Mandera North NG- CDF office in Rhamu. A total of 291 members of the public took part in the exercise. Of these, 289 persons indicated that they supported the Motion while 2 persons did not support the Motion.

164) Mandera South Constituency

224. The public participation exercise took place at the Mandera South NG-CDF office in Elwak South. A total of 107 members of the public took part in the exercise. Of these, 102 persons indicated that they supported the Motion while 5 persons did not support the Motion.



Picture 100: Mandera South Constituency

165) Mandera West Constituency

225. The public participation exercise took place at the Mandera West NG- CDF office in Takaba Town. A total of 38 members of the public took part in the exercise of whom, 36 persons indicated that they supported the Motion while 2 person did not support the Motion.

166) Manyatta Constituency

226. The public participation exercise took place at the Manyatta NG-CDF Office. A total of 50 members of the public took part in the exercise. Of these, 36 persons indicated that they supported the Motion while 14 persons did not support the Motion.

167) Maragwa Constituency

227. The public participation exercise took place at Maragwa Constituency Office. A total of 3208 members of the public took part in the exercise. Of these, 497 persons indicated that they supported the Motion while 2683 persons did not support the Motion. Further, 28 persons expressed other views with regard to the Special Motion.

168) Marakwet East Constituency

228. The public participation exercise took place at Marakwet East NG-CDF Office. A total of 7386 members of the public took part in the exercise. Of these, 697 persons indicated that they supported the Motion while 39 persons did not support the Motion. Further, 2 persons expressed other views with regard to the Special Motion.

169) Marakwet West Constituency

229. The public participation exercise took place at Marakwet West Constituency Office. A total of 376 members of the public took part in the exercise. Of these, 318 persons indicated that they supported the Motion while 56 persons did not support the Motion. Further, 2 persons expressed other views with regard to the Special Motion.

170) Masinga Constituency

230. The public participation exercise took place at the Masinga NG- CDF office. A total of 591 members of the public took part in the exercise. Of these, 367 persons indicated that they supported the Motion while 223 persons did not support the Motion. Further, one person expressed other views with regard to the Special Motion.



Picture 101: Masinga Constituency

171) Matayos Constituency

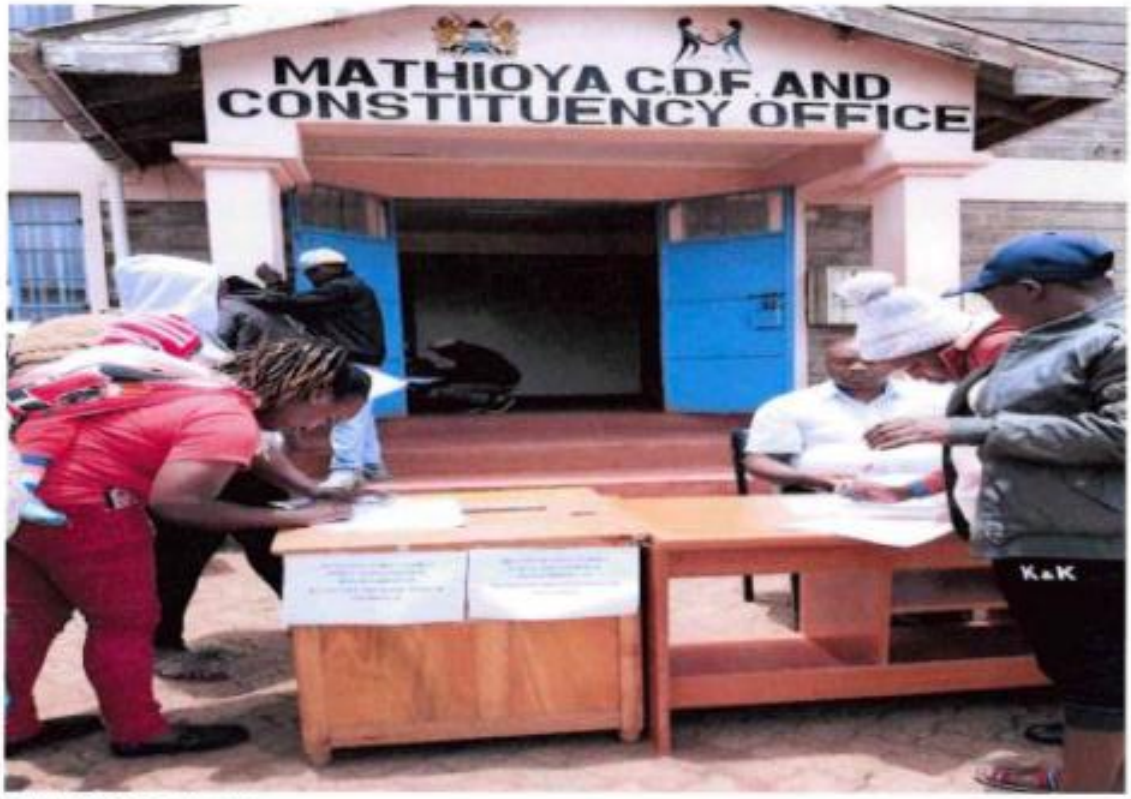
231. The public participation exercise took place at Matayos Constituency Office. A total of 1016 members of the public took part in the exercise. Of these, 621 persons indicated that they supported the Motion while 363 persons did not support the Motion. Further, 32 persons expressed other views with regard to the Special Motion.

172) Mathare Constituency

232. The public participation exercise took place at Mathare NG-CDF Building. A total of 486 members of the public took part in the exercise. Of these, 367 persons indicated that they supported the Motion while 116 persons did not support the Motion. Further, 3 persons expressed other views with regard to the Special Motion.

173) Mathioya Constituency

233. The public participation exercise took place at Mathioya Constituency Office. A total of 401 members of the public took part in the exercise. Of these, 91 persons indicated that they supported the Motion while 309 persons did not support the Motion. Further, one person expressed other views with regard to the Special Motion.



Picture 102: Mathioya Constituency



Picture 103: Mathioya Constituency

174) Mathira Constituency

234. The public participation exercise took place at Mathira Constituency Office. A total of 5849 members of the public took part in the exercise. Of these, 172 persons indicated that they supported the Motion while 5663 did not support the Motion. Further, 14 persons expressed other views with regard to the Special Motion.

175) Matuga Constituency

235. A total of 877 members of the public took part in the public participation exercise at the Matuga NG-CDF Office in Tsimba Golini Ward the exercise. Of these, 667 persons indicated that they supported the Motion while 210 persons did not support the Motion.



Picture 104: Matuga Constituency



Picture 105: Matuga Constituency

176) Matungu Constituency

236. The public participation exercise took place at Matungu NG-CDF Office Buildings. A total of 341 members of the public took part in the exercise. Of these, 327 persons indicated that they supported the Motion while 12 persons did not support the Motion. Further, 2 persons expressed other views with regard to the Motion.

177) Matungulu Constituency

237. The public participation exercise took place at the Matungulu NG- CDF office. A total of 219 members of the public took part in the exercise. Out of these, 80 persons indicated that they supported the Motion while 139 persons did not support the Motion.



Picture 106: Matungulu Constituency

178) Mavoko Constituency

238. The public participation exercise took place at the Mavoko NG- CDF office. A total of 931 members of the public took part in the exercise. Of these, 603 persons indicated that they supported the Motion while 299 persons did not support the Motion. Further, 29 persons expressed other views with regard to the Special Motion.



Picture 107: Mavoko Constituency



Picture 108: Mavoko Constituency

179) Mbeere North Constituency

239. The public participation exercise took place at the Mbeere South Constituency office in Siakago Town. A total of 502 members of the public took part in the exercise. Of these, 397 persons indicated that they supported the Motion while 103 persons did

not support the Motion. Further, 2 persons expressed other views with regard to the Special Motion.



Picture 109: Mbeere North Constituency

180) Mbeere South Constituency

240. The public participation exercise took place at the Mbeere South NG-CDF office in Kiritiri Town. A total of 452 members of the public took part in the exercise. Of these, 331 persons indicated that they supported the Motion while 114 persons did not support the Motion. Further, 7 persons expressed other views with regard to the Special Motion.

181) Mbooni Constituency

241. The public participation exercise took place at Mbooni NG-CDF Building. A total of 573 members of the public took part in the exercise. Of these, 310 persons indicated that they supported the Motion while 258 persons did not support the Motion. Further, 5 persons expressed other views with regard to the Special Motion.



Picture 110: Mbooni Constituency

182) Mogotio Constituency

242. The public participation exercise took place at Mogotio Constituency NG-CDF Office Building. A total of 465 members of the public took part in the exercise. Of these, 454 persons indicated that they supported the Motion while 11 persons did not support the Motion.

183) Moiben Constituency

243. The public participation exercise took place at Moiben Constituency NG-CDF Offices. A total of 1,320 members of the public took part in the exercise. Of these, 1,159 persons indicated that they supported the Motion while 149 persons did not support the Motion. Further, 12 persons expressed other views with regard to the Special Motion.



Picture 111: Moiben Constituency

184) Molo Constituency

244. The public participation exercise took place at Molo Constituency NG-CDF Office Building. A total of 585 members of the public took part in the exercise. Of these, 334 persons indicated that they supported the Motion while 250 persons did not support the Motion. Further 1 person expressed other views with regard to the Special Motion.



Picture 112: Molo Constituency

185) Mosop Constituency

245. The public participation exercise took place at Mosop Constituency Office. A total of 578 members of the public took part in the exercise. Of these, 515 persons indicated that they supported the Motion while 62 persons did not support the Motion. Further, 1 person expressed other views with regard to the Special Motion.



Picture 113: Mosop Constituency

186) Moyale Constituency

246. The public participation exercise took place at the Moyale NG-CDF office. A total of 221 members of the public took part in the exercise. Of these, 196 persons indicated that they supported the Motion while 21 persons did not support the Motion. 4 persons expressed other views on the Motion.

187) Msambweni Constituency

247. The public participation exercise was carried out at the Msambweni Constituency office in Kinondo Ward. A total of 507 members of the public took part in the exercise. Of these, 458 persons indicated that they supported the Motion while 42 persons did not support the Motion. 7 persons expressed other views on the Motion.



Picture 114: Msambweni Constituency

188) Mt. Elgon Constituency

248. The public participation exercise took place at Mt. Elgon NG-CDF Office in Kapsokwony. A total of 388 members of the public took part in the exercise. Of these, 386 persons indicated that they supported the Motion while 2 persons did not support the Motion.

189) Muhoroni Constituency

249. The public participation exercise took place at Muhoroni NG-CDF Building. A total of 431 members of the public took part in the exercise. Of these, 423 persons indicated that they supported the Motion while 8 persons did not support the Motion.

190) Mukurweini Constituency

250. The public participation exercise took place at Mukurweini NG-CDF Office. A total of 3,184 members of the public took part in the exercise. Of these, 367 persons indicated that they supported the Motion while 2,812 persons did not support the Motion. Further, 5 persons expressed other views with regard to the Special Motion.

191) Mumias East Constituency

251. The public participation exercise took place at the NG-CDF Office Building in Shianda. A total of 166 members of the public took part in the exercise. Of these, 152 persons indicated that they supported the Motion while 11 persons did not support the Motion. Further, 3 persons expressed other views with regard to the Special Motion.

192) Mumias West Constituency

252. The public participation exercise took place at Mumias West NG-CDF Office Building. A total of 518 members of the public took part in the exercise. Of these, 501 persons indicated that they supported the Motion while 15 persons did not support the Motion. Further, 2 persons expressed other views with regard to the Special Motion.



Picture 115: Mumias West Constituency



Picture 116: Mumias West Constituency

193) Mvita Constituency

253. A total of 1,329 members of the public took part in the public participation exercise at the Mvita NGCDF office in Tudor. Of these, 1,260 persons indicated that they supported the Motion while 67 persons did not support the Motion. Further, 2 persons expressed other views with regard to the Special Motion.

194) Mwala Constituency

254. The public participation exercise took place at the Mwala Constituency office in Machakos. 1,030 members of the public took part in the exercise, out of which, 711 persons indicated that they supported the Motion while 316 persons did not support the Motion. Further, 3 persons expressed other views with regard to the Special Motion.

195) Mwatate Constituency

255. The public participation exercise took place at the Mwatate NG- CDF office where a total of 499 members of the public took part. Of these, 368 persons indicated that they supported the Motion while 125 persons did not support the Motion. Further, 6 persons expressed other views with regard to the Special Motion.



Picture 117: Mwatate Constituency

196) Mwea Constituency

256. The public participation exercise took place at Mwea Constituency Office. A total of 191 members of the public took part in the exercise. Of these, 35 persons indicated that they supported the Motion while 156 persons did not support the Motion.



Picture 118: Mwea Constituency

197) Mwingi Central Constituency

257. The public participation exercise took place at the Mwingi Central NG-CDF office in Mwingi Town. 25 members of the public took part of which, 20 persons indicated

that they supported the Motion while 4 persons did not support the Motion. Only one person expressed other views with regard to the Special Motion.

198) Mwingi North Constituency

258. The public participation exercise took place at the Mwingi North NG- CDF building in Kyuso Town. A total of 417 members of the public took part. Of these, 101 persons indicated that they supported the Motion while 312 persons did not support the Motion. Further, 4 persons expressed other views with regard to the Special Motion.

199) Mwingi West Constituency

259. The public participation exercise took place at Mwingi West NG-CDF office in Kyuso Town. A total of 316 members of the public took part in the exercise. Of these, 287 persons indicated that they supported the Motion while 28 persons did not support the Motion. One person expressed other views with regard to the Special Motion.

200) Naivasha Constituency

260. The public participation exercise took place at Naivasha Constituency Office. A total of 2,826 members of the public took part in the exercise. Of these, 871 persons indicated that they supported the Motion while 1,910 persons did not support the Motion. Further, 45 persons expressed other views with regard to the Special Motion.



Picture 119: Naivasha Constituency

201) Nakuru Town East Constituency

261. The public participation exercise took place at Nakuru Town East Constituency Office. A total of 1,090 members of the public took part in the exercise. Of these, 777

persons indicated that they supported the Motion while 312 persons did not support the Motion. Further, 1 person expressed other views with regard to the Special Motion.



Picture 120: Nakuru Town East

202) Nakuru Town West Constituency

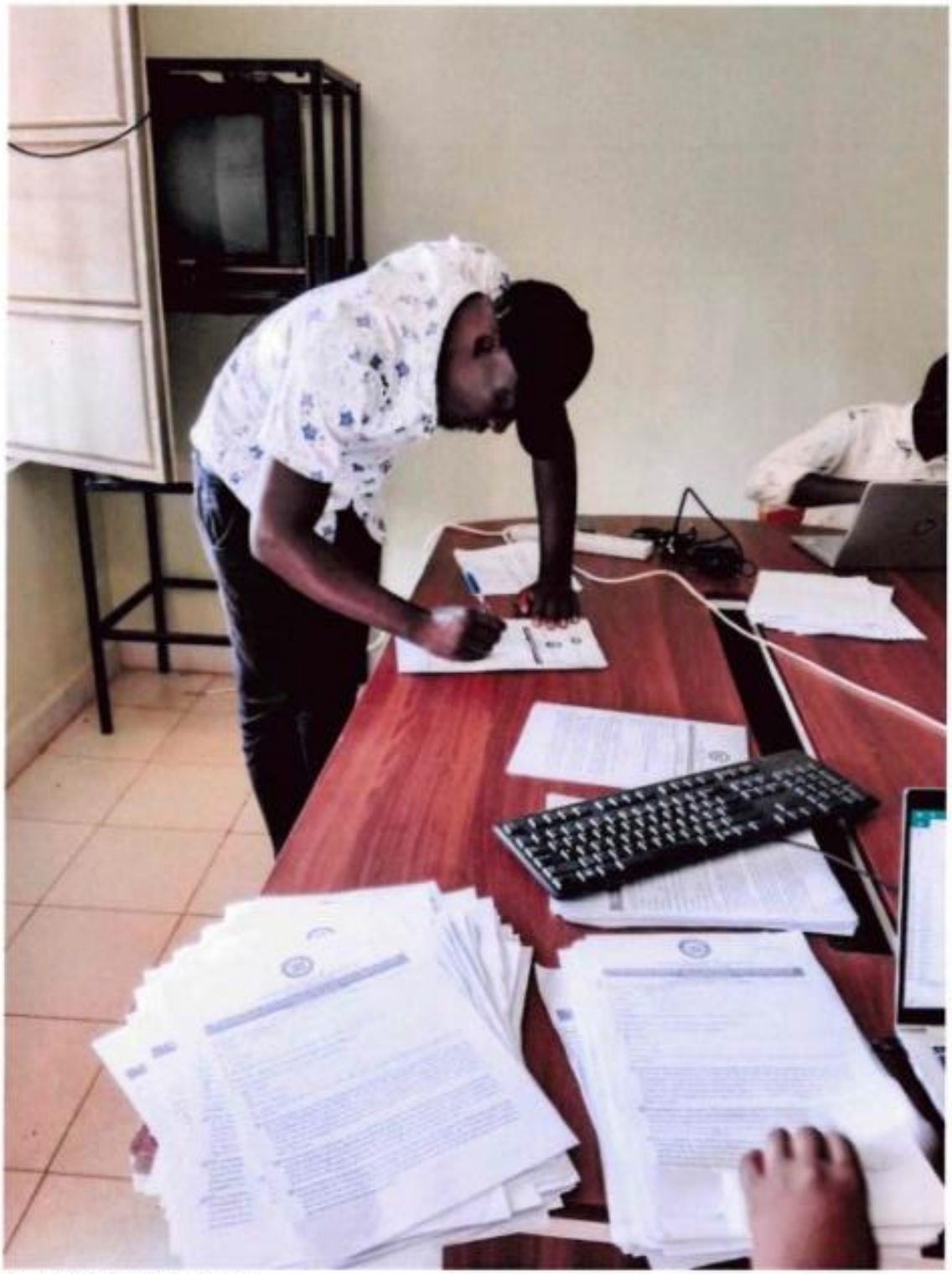
262. The public participation exercise took place at Nakuru Town West Constituency Office. A total of 448 members of the public took part in the exercise. Of these, 279 persons indicated that they supported the Motion while 165 persons did not support the Motion. Further, 4 persons expressed other views with regard to the Special Motion.



Picture 121: Nakuru County

203) Nambale Constituency

263. The public participation exercise took place at Nambale NG-CDF Office. A total 386 of members of the public took part in the exercise. Of these, 340 persons indicated that they supported the Motion while 45 persons did not support the Motion. Only one person expressed other views with regard to the Special Motion.



Picture 122: Nambale Constituency



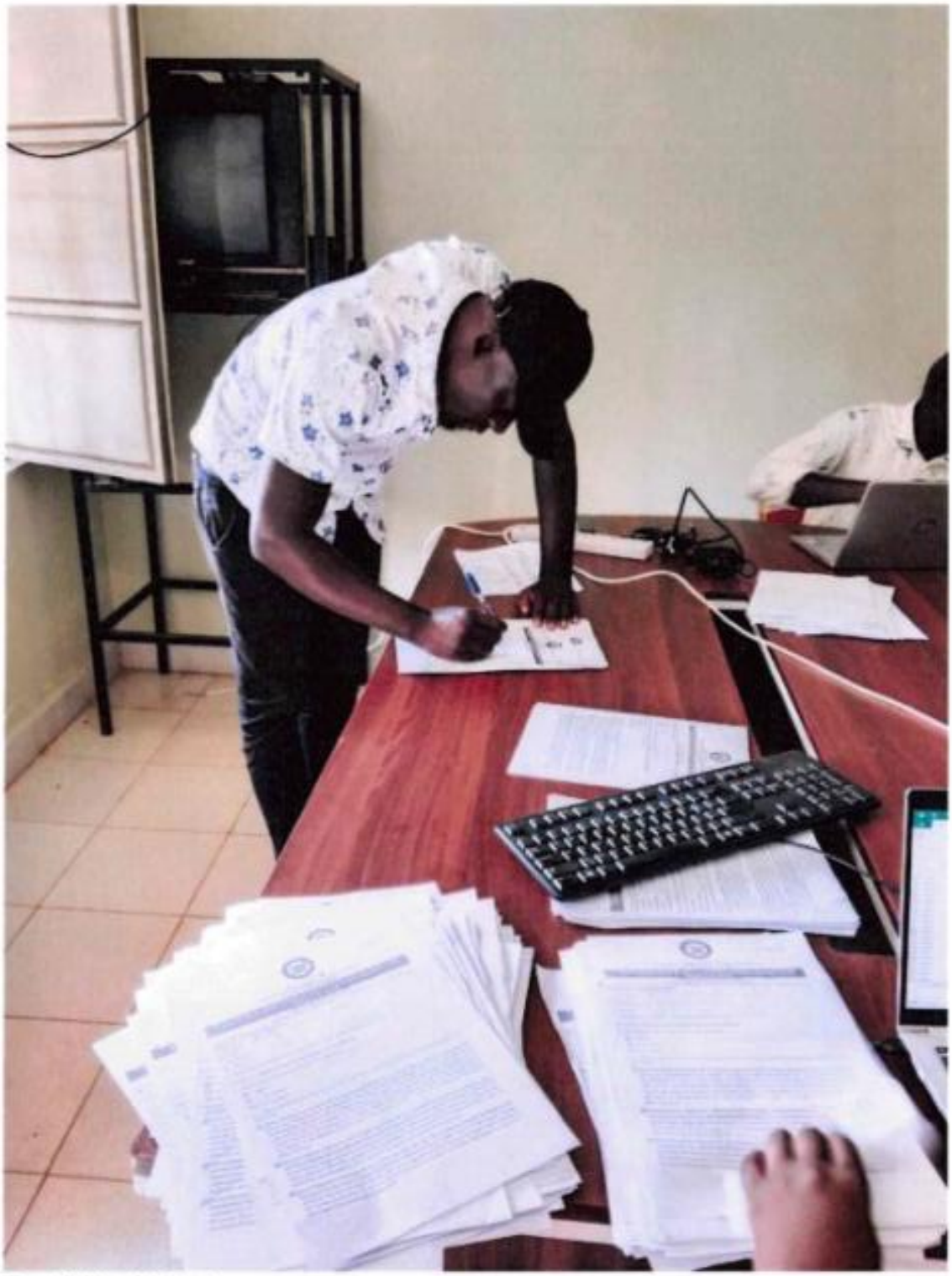
Picture 123: Ndia Constituency



Picture 124: Ndia Constituency



Picture 125: Nakuru County



Picture 126: Nambale Constituency

204) Nandi Hills Constituency

264. The public participation exercise took place at Nandi Hills Constituency Office. A total of 677 members of the public took part in the exercise. Of these, 627 persons

indicated that they supported the Motion while 44 persons did not support the Motion. Further, 6 persons expressed other views with regard to the Special Motion.



Picture 127: Nandi County

205) Narok East Constituency

265. The public participation exercise took place at Narok East NG-CDF Office in Suswa. A total of 494 members of the public took part in the exercise. Of these, 461 persons indicated that they supported the Motion while 32 persons did not support the Motion. One person expressed other views with regard to the Special Motion.

206) Narok North Constituency

266. The public participation exercise took place at Narok North NG-CDF Office Building. A total of 680 members of the public took part in the exercise. Of these, 457 persons indicated that they supported the Motion while 217 persons did not support the Motion. Further, 6 persons expressed other views with regard to the Special Motion.

207) Narok South Constituency

267. The public participation exercise took place at Narok South NG-CDF Office Buildings. A total of 302 members of the public took part in the exercise. Of these, 277 persons indicated that they supported the Motion while 21 persons did not support the Motion. Further, 4 persons expressed other views with regard to the Special Motion.

208) Narok West Constituency

268. The public participation exercise took place at Narok West NG-CDF Office Buildings. A total of 243 members of the public took part in the exercise. Of these, 233 persons indicated that they supported the Motion while 8 persons did not support the Motion. Further, 2 persons expressed other views with regard to the Special Motion.



Picture 128: Narok Constituency



Picture 129: Narok County

209) Navakholo Constituency

269. The public participation exercise took place at Navakholo NG-CDF Office Building. A total of 560 members of the public took part in the exercise. Of these,544 persons indicated that they supported the Motion while 15 persons did not support the Motion. One person expressed other views with regard to the Special Motion.



Picture 130: Navakhale Constituency



Picture 131: Navakhale Constituency



Picture 132: Navakholo Constituency

210) Ndaragwa Constituency

270. The public participation exercise took place at Ndaragwa Constituency Office in Ndaragwa town. A total of 130 members of the public took part in the exercise. Of these, 30 persons indicated that they supported the Motion while 100 persons did not support the Motion.

211) Ndhiwa Constituency

271. The public participation exercise took place at Ndhiwa NG-CDF Office. A total of 522 members of the public took part in the exercise. Of these, 495 persons indicated that they supported the Motion while 23 persons did not support the Motion. Further, 4 persons expressed other views with regard to the Special Motion.

212) Ndia Constituency

272. The public participation exercise took place at Ndia Constituency Office. A total of 328 members of the public took part in the exercise. Of these, 48 persons indicated that they supported the Motion while 270 persons did not support the Motion. Further, 10 persons expressed other views with regard to the Special Motion.



Picture 133: Ndia County

213) Njoro Constituency

273. The public participation exercise took place at Njoro constituency Office, NG-CDF /DCC offices. A total of 607 members of the public took part in the exercise. Of these, 65 persons indicated that they supported the Motion while 531 persons did not support the Motion. Further, 11 persons expressed other views with regard to the Special Motion.



Picture 134: Njoro Constituency

214) North Horr Constituency

274. The public participation exercise took place at the North Horr Constituency office in Marsabit where a total of 374 members of the public took part in the exercise. Of these, 356 persons indicated that they supported the Motion while 13 persons did not support the Motion. Further, 5 persons expressed other views with regard to the Special Motion.

215) North Imenti Constituency

275. The public participation exercise took place at the North Imenti Constituency Office in Meru Town. A total of 603 members of the public took part in the exercise. Of these, 234 persons indicated that they supported the Motion while 365 persons did not support the Motion. Further, 4 persons expressed other views with regard to the Special Motion.

216) North Mugirango Constituency

276. The public participation exercise took place at North Mugirango NG-CDF Building. A total of 481 members of the public took part in the exercise. Of these, 406 persons indicated that they supported the Motion while 69 persons did not support the Motion. Further, 6 persons expressed other views with regard to the Special Motion.

217) Nyakach Constituency

277. The public participation exercise took place at Nyakach NG-CDF Building. A total of 198 members of the public took part in the exercise. Of these, 194 persons indicated that they supported the Motion while 4 persons did not support the Motion.

218) Nyali Constituency

278. A total of 942 members of the public took part in the public participation exercise carried out at the Nyali NG-CDF office in Kongowea. Of these, 526 persons indicated that they supported the Motion while 394 persons did not support the Motion. Further, 22 persons expressed other views with regard to the Special Motion.

219) Nyando Constituency

279. The public participation exercise took place at Nyando NG-CDF Building. A total of 87 members of the public took part in the exercise. Of these, 84 persons indicated that they supported the Motion while 3 persons did not support the Motion.

220) Nyaribari Chache Constituency

280. The public participation exercise took place at Nyaribari Chache NG-CDF Building. A total of 543 members of the public took part in the exercise. Of these, 454 persons indicated that they supported the Motion while 72 persons did not support the Motion. Further, 17 persons expressed other views with regard to the Special Motion.

221) Nyaribari Masaba Constituency

281. The public participation exercise took place at Nyaribari Masaba NG-CDF Building. A total of 530 members of the public took part in the exercise. Of these, 424 persons indicated that they supported the Motion while 84 persons did not support the Motion. Further, 22 persons expressed other views with regard to the Special Motion.



Picture 135: Nyaribari Masaba Constituency

222) Nyatike Constituency

282. The public participation exercise took place at Nyatike Constituency Office. A total of 487 members of the public took part in the exercise. Of these, 475 persons indicated that they supported the Motion while 11 persons did not support the Motion. Further, 1 person expressed other views with regard to the Special Motion.



Picture 136: Nyatike Constituency

223) Nyeri Town Constituency

283. The public participation exercise took place at NG-CDF Building. A total of 2,292 members of the public took part in the exercise. Of these, 19 persons indicated that they supported the Motion while 2,230 persons did not support the Motion. Further, 43 persons expressed other views with regard to the Special Motion.



Picture 137: Nyeri Town Constituency



Picture 138: Nyeri County



Picture 139: Nyeri Town Constituency



Picture 140: Nyeri Town Constituency



Picture 141: Nyeri County



Picture 142: Nyeri County

224) Ol-Jororok Constituency

284. The public participation exercise took place at Ol Jororok Constituency Office. A total of 372 members of the public took part in the exercise. Of these, 51 persons indicated that they supported the Motion while 321 persons did not support the Motion.

225) Ol Kalou Constituency

285. The public participation exercise took place at Ol Kalou Constituency Office. A total of 517 members of the public took part in the exercise. 50 supported the Motion while 467 did not support.



Picture 143: Ol Kalou Constituency

226) Othaya Constituency

286. The public participation exercise took place at Othaya NG- CDF Building. A total of 879 members of the public took part in the exercise. Of these, 100 persons indicated that they supported the Motion while 711 persons did not support the Motion. 8 persons gave other views.



Picture 144: Othoya Constituency

227) Pokot South Constituency

287. The public participation exercise took place at Pokot South Constituency Building. A total of 608 members of the public took part in the exercise. Of these, 598 persons indicated that they supported the Motion while 10 persons did not support the Motion.

228) Rabai Constituency

288. The public participation exercise took place at Rabai NG-CDF Office in Kisurutini Ward. A total of 444 members of the public took part in the exercise. Of these, 430 persons indicated that they supported the Motion while 10 persons did not support the Motion. Further, 4 persons expressed other views with regard to the Special Motion.



Picture 145: Rabai Constituency

229) Rangwe Constituency

289. The public participation exercise took place at Rangwe NGCDF Office Building. A total of 527 members of the public took part in the exercise. Of these, 512 persons indicated that they supported the Motion while 13 persons did not support the Motion. 2 persons gave other views.



Picture 146: Rongwe Constituency

230) Rarieda Constituency

290. The public participation exercise took place at Rarieda NG-CDF Office. A total of 173 members of the public took part in the exercise. Of these, 166 persons indicated that they supported the Motion while 7 persons did not support the Motion.

231) Rongai Constituency

291. The public participation exercise took place at Rongai Constituency NG-CDF Offices. A total of 418 members of the public took part in the exercise. Of these, 260 persons indicated that they supported the Motion while 157 did not support the Motion. Further, 1 person expressed other views with regard to the Special Motion.

232) Rongo Constituency

292. The public participation exercise took place at Rongo NG-CDF Building. A total of 395 members of the public took part in the exercise. Of these, 379 persons indicated that they supported the Motion while 15 persons did not support the Motion. Further, 1 person expressed other views with regard to the Special Motion.

233) Roysambu Constituency

293. The public participation exercise took place at Roysambu NG-CDF Offices. A total of 682 members of the public took part in the exercise. Of these, 88 persons indicated that they supported the Motion while 594 persons did not support the Motion.



Picture 147: Roysambu Constituency

234) Ruaraka Constituency

294. The public participation exercise took place at Ruaraka NG-CDF Building. A total of 1,562 members of the public took part in the exercise. Of these, 980 persons indicated that they supported the Motion while 577 persons did not support the Motion. Further, 5 persons expressed other views with regard to the Special Motion.

235) Ruiru Constituency

295. The public participation exercise took place at Ruiru Constituency Office. A total of 63 members of the public took part in the exercise. Of these, 13 persons indicated that they supported the Motion while 50 persons did not support the Motion.



Picture 148: Ruiru Constituency

236) Runyenjes Constituency

296. The public participation exercise took place at the Runyenjes NG-CDF office. A total of 682 members of the public took part in the exercise. Of these, 159 persons indicated that they supported the Motion while 523 persons did not support the Motion.

237) Sabatia Constituency

297. The public participation exercise took place at Sabatia NG-CDF Building. A total of 344 members of the public took part in the exercise. Of these, 279 persons indicated that they supported the Motion while 59 persons did not support the Motion. Further, 6 persons expressed other views with regard to the Special Motion.

238) Saboti Constituency

298. The public participation exercise took place at Saboti Constituency Office. A total of 1,147 members of the public took part in the exercise. Of these, 793 persons indicated that they supported the Motion while 277 persons did not support the Motion. Further, 77 persons expressed other views with regard to the Special Motion.

239) Saku Constituency

299. The public participation exercise took place at the Saku NG-CDF office in Marsabit Town. A total of 455 members of the public took part in the exercise. Of these, 327 persons indicated that they supported the Motion while 120 persons did not support

the Motion. Further, 8 persons expressed other views with regard to the Special Motion.



Picture 149: Saku Constituency



Picture 150: Saku Constituency

240) Samburu East Constituency

300. The public participation exercise took place at Samburu East Constituency Office, Wamba Town. A total of 296 members of the public took part in the exercise. Of these, 284 persons indicated that they supported the Motion while 11 persons did not support the Motion. One person gave other views.

301.

241) Samburu North Constituency

302. The public participation exercise took place at Samburu North Constituency Office, Barago. A total of 397 members of the public took part in the exercise. Of these, 386 persons indicated that they supported the Motion while 10 persons did not support the Motion. Only one person gave other views.

242) Samburu West Constituency

303. The public participation exercise took place at Samburu Constituency Office. A total of 826 members of the public took part in the exercise. Of these,711 persons indicated that they supported the Motion while 110 persons did not support the Motion. 5 persons gave other views.



Picture 151: Samburu Constituency



Picture 152: Samburu Constituency

243) Seme Constituency

304. The public participation exercise took place at Seme NG-CDF Building. A total of 525 members of the public took part in the exercise. Of these, 512 persons indicated that they supported the Motion while 13 persons did not support the Motion.

244) Shinyalu Constituency

305. The public participation exercise took place at Shinyalu NG-CDF Office. A total of 353 members of the public took part in the exercise. Of these, 345 persons indicated that they supported the Motion while 7 persons did not support the Motion. Further, 1 person expressed other views with regard to the Special Motion.

245) Sigor Constituency

306. The public participation exercise took place at Sigor NG -CDF Office. A total of 452 members of the public took part in the exercise. Of these, 445 persons indicated that they supported the Motion while 5 persons did not support the Motion. Further, 2 persons expressed other views with regard to the Special Motion.

246) Sigowet/Soin Constituency

307. The public participation exercise took place at NG-CDF Office in Sigowet. A total of 313 members of the public took part in the exercise. Of these, 299 persons indicated that they supported the Motion while 14 persons did not support the Motion.



Picture 153: Sigowet Soin Constituency

247) Sirisia Constituency

308. The public participation exercise took place at Sirisia Constituency Office. A total of 426 members of the public took part in the exercise. Of these, 423 persons indicated that they supported the Motion while 3 persons did not support the Motion.

248) Sotik Constituency

309. The public participation exercise took place at Sotik NG-CDF Offices. A total of 560 members of the public took part in the exercise. Of these, 543 persons indicated that they supported the Motion while 16 persons did not support the Motion. Further, 1 person expressed other views with regard to the Special Motion.



Picture 154: Sotik Constituency



Picture 155: Sotik Constituency

249) South Imenti Constituency

310. The public participation exercise took place at South Imenti Constituency office in Kanyakine. A total of 526 members of the public took part in the exercise. Of these, 393 persons indicated that they supported the Motion while 133 persons did not support the Motion.



Picture 156: South Imenti Constituency

250) South Mugirango Constituency

311. The public participation exercise took place at South Mugirango NG-CDF Building. A total of 329 members of the public took part in the exercise. Of these, 302 persons

indicated that they supported the Motion while 26 persons did not support the Motion. Further, 1 person expressed other views with regard to the Special Motion.

251) Soy Constituency

312. The public participation exercise took place at Soy Constituency NG-CDF Offices. A total of 1,051 members of the public took part in the exercise. Of these, 891 persons indicated that they supported the Motion while 143 persons did not support the Motion. Further, 17 persons expressed other views with regard to the Special Motion.



Picture 157: Soy Constituency

252) Starehe Constituency

313. The public participation exercise took place at Starehe NG-CDF Building. A total of 1,122 members of the public took part in the exercise. Of these, 287 persons indicated that they supported the Motion while 802 persons did not support the Motion. Further, 33 persons expressed other views with regard to the Special Motion.



Picture 158: Storehe Constituency

253) Suba North Constituency

314. The public participation exercise took place at Suba North NG-CDF Office in Mbita. A total of 373 members of the public took part in the exercise. Of these, 348 persons indicated that they supported the Motion while 8 persons did not support the Motion. Further, 17 persons expressed other views with regard to the Special Motion.

254) Suba South Constituency

315. The public participation exercise took place at Suba South NG-CDF Office in Magunga Town. A total of 271 members of the public took part in the exercise. Of these, 256 persons indicated that they supported the Motion while 2 persons did not support the Motion. Further, 6 persons expressed other views with regard to the Special Motion.

255) Subukia Constituency

316. The public participation exercise took place at Subukia Constituency Office. A total of 3,213 members of the public took part in the exercise. Of these, 363 persons indicated that they supported the Motion while 2,834 persons did not support the Motion. Further, 16 persons expressed other views with regard to the Special Motion.



Picture 159: Subukia Constituency

256) Suna East Constituency

317. The public participation exercise took place at Suna East NG-CDF Office. A total of 357 members of the public took part in the exercise. Of these, 345 persons indicated that they supported the Motion while 10 persons did not support the Motion. Further, 2 persons expressed other views with regard to the Special Motion.

257) Suna West Constituency

318. The public participation exercise took place at Suna West Constituency Building. A total of 444 members of the public took part in the exercise. Of these, 423 persons indicated that they supported the Motion while 20 persons did not support the Motion. Further, 1 person expressed other views with regard to the Special Motion.

258) Tarbaj Constituency

319. A total of 127 members of the public took part in the public participation exercise organised at the Tarbaj NG-CDF office in Tarbaj Town. Of these, 123 persons indicated that they supported the Motion while 4 persons did not support the Motion.



Picture 160: Tarbaj

259) Taveta Constituency

320. A total of 405 members of the public took part in the public participation exercise that took place at the Taveta NG-CDF Office in Boweni Ward. Of these, 335 persons indicated that they supported the Motion while 69 persons did not support the Motion. Further, one person expressed other views with regard to the Special Motion.



Picture 161: Taita Taveta Constituency

260) Teso North Constituency

321. The public participation exercise took place at Teso North NG-CDF Building. A total of 369 members of the public took part in the exercise. Of these, 350 persons indicated that they supported the Motion while 10 persons did not support the Motion. Further, 9 persons expressed other views with regard to the Special Motion.

261) Teso South Constituency

322. The public participation exercise took place at Teso South Constituency Offices in Amukura. A total of 407 members of the public took part in the exercise. Of these, 305 persons indicated that they supported the Motion while 95 persons did not support the Motion. Further, 7 persons expressed other views with regard to the Special Motion.

262) Tetu Constituency

323. The public participation exercise took place at Tetu NG-CDF Building, Wamagana Center. A total of 1,047 members of the public took part in the exercise. Of these, 121 persons indicated that they supported the Motion while seven hundred and ninety-eight 926 persons did not support the Motion.



Picture 162: Tetu Constituency



Picture 163: Tetu Constituency

263) Tharaka Constituency

324. The public participation exercise took place at Tharaka NG-CDF Office in Marimanti Ward. A total of 1,157 members of the public took part in the exercise. Out of these, 1,086 persons indicated that they supported the Motion while 65 persons did not support the Motion. Further, 6 persons expressed other views with regard to the Special Motion.



Picture 164: Tharaka Constituency

264) Thika Town Constituency

325. The public participation exercise took place at Thika Town NG-CDF Office Buildings. A total of 87 members of the public took part in the exercise. Of these, 7 persons indicated that they supported the Motion while 80 persons did not support the Motion.



Picture 165: Thika Town Constituency



Picture 166: Thika Town Constituency

265) Tiaty Constituency

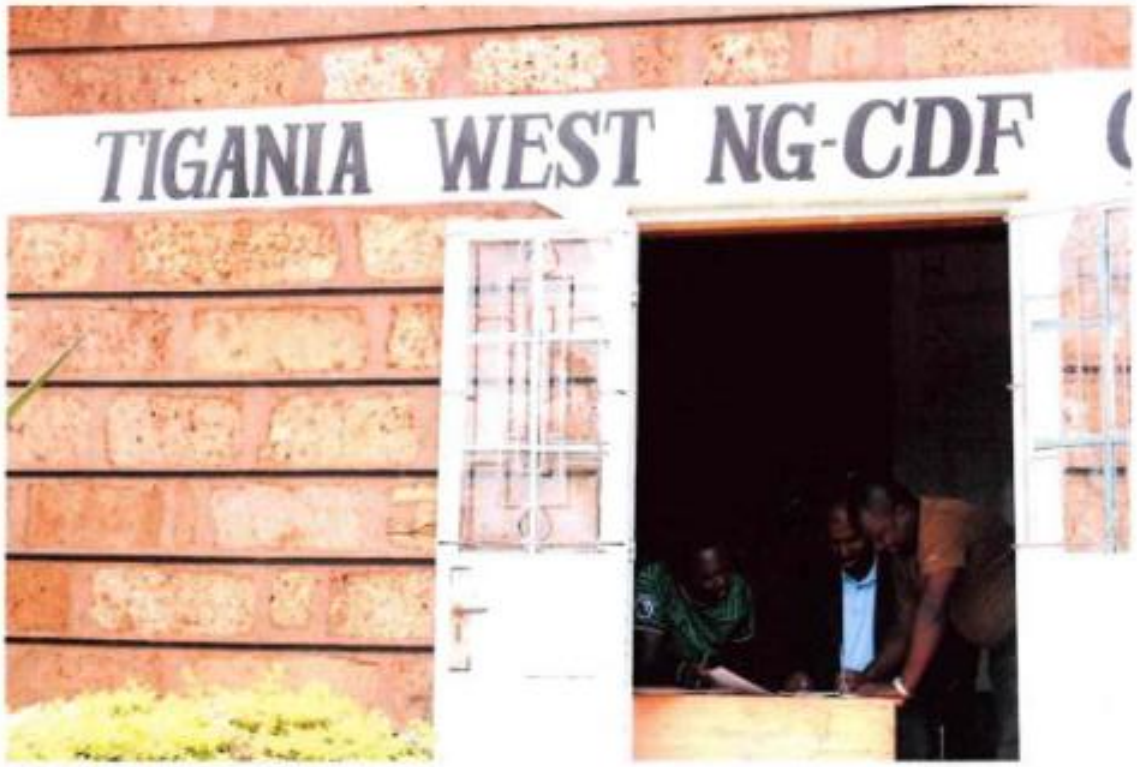
326. The public participation exercise took place Tiaty Constituency Office. A total of 376 members of the public took part in the exercise. Of these, 372 persons indicated that they supported the Motion while 4 persons did not support the Motion.

266) Tigania East Constituency

327. The public participation exercise took place at the Tigania East NG- CDF office. A total of 577 members of the public took part in the exercise. Of these, 498 persons indicated that they supported the Motion while 79 persons did not support the Motion.

267) Tigania West Constituency

328. The public participation exercise took place at the Tigania West NG- CDF office in Urru. A total of 485 members of the public took part in the exercise. Of these, 430 persons indicated that they supported the Motion while 55 persons did not support the Motion.



Picture 167: Tigania West Constituency



Picture 168: Tigania West Constituency

268) Tinderet Constituency

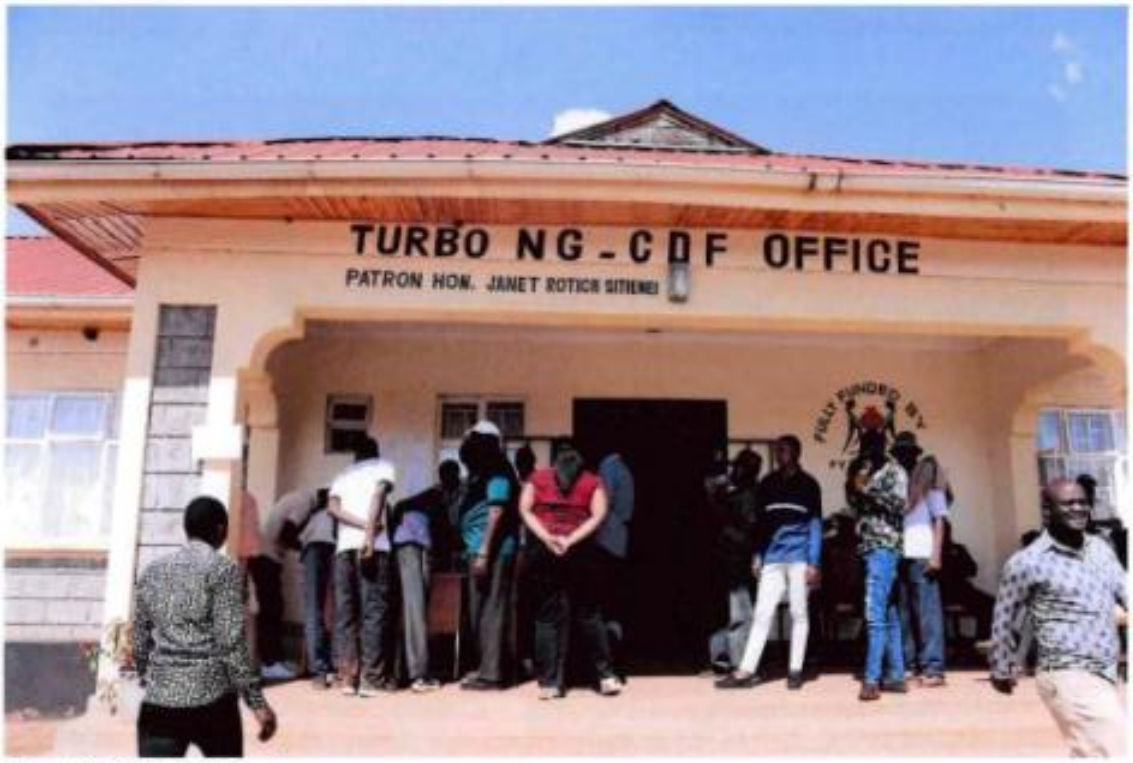
329. The public participation exercise took place at Tinderet Constituency Office. A total of 479 members of the public took part in the exercise. Of these, 462 persons indicated that they supported the Motion while 17 persons did not support the Motion.

269) Tongaren Constituency

330. The public participation exercise took place at Tongaren NG-CDF Offices in Mukuyuni. A total of 152members of the public took part in the exercise. 147 persons indicated that they supported the Motion while 5 did not.

270) Turbo Constituency

331. The public participation exercise took place at Turbo NG-CDF Offices. A total of 1,611 members of the public took part in the exercise. Of these, 1,357 persons indicated that they supported the Motion while 238 persons did not support the Motion. Further, 16 persons expressed other views with regard to the Special Motion.



Picture 169: Turbo Constituency

271) Turkana Central Constituency

332. The public participation exercise took place at Turkana Central Constituency Office. A total of 199 members of the public took part in the exercise. Of these, 186 persons indicated that they supported the Motion while 13 persons did not support the Motion.

272) Turkana East Constituency

333. The public participation exercise took place at Turkana East Constituency Building. A total of 111 members of the public took part in the exercise. Of these, 106 persons indicated that they supported the Motion while 5 persons did not support the Motion.



Picture 170: Turkana East Constituency

273) Turkana North Constituency

334. The public participation exercise took place at Turkana North NG-CDF Building. A total of 266 members of the public took part in the exercise. Of these, 245 persons indicated that they supported the Motion while 21 persons did not support the Motion.

274) Turkana South Constituency

335. The public participation exercise took place at Turkana South Constituency Office. A total of 522 members of the public took part in the exercise. Of these, 417 persons indicated that they supported the Motion while on 105 persons did not support the Motion.



Picture 171: Turkana South Constituency

275) Turkana West Constituency

336. The public participation exercise took place at Turkana West Constituency Office. A total of 395 members of the public took part in the exercise. Of these, 383 persons indicated that they supported the Motion while 12 persons did not support the Motion.

276) Ugenya Constituency

337. The public participation exercise took place at Ugenya Constituency Office in Sega Town. A total of 409 members of the public took part in the exercise. Of these, 384 persons indicated that they supported the Motion while 25 persons did not support the Motion.

277) Ugunja Constituency

338. The public participation exercise took place at Ugunja NGCDF Building. A total of 254 members of the public took part in the exercise. Of these, 249 persons indicated that they supported the Motion while 5 persons did not support the Motion.

278) Uriri Constituency

339. The public participation exercise took place at Uriri NG-CDF Office. A total of 414 members of the public took part in the exercise. Of these, 400 persons indicated that they supported the Motion while 13 persons did not support the Motion. Further, 1 person expressed other views with regard to the Special Motion.

279) Vihiga Constituency

340. The public participation exercise took place at the Constituency in Majengo. A total of 608 members of the public took part in the exercise. Of these, 546 persons indicated that they supported the Motion while 60 persons did not support the Motion. Further, 2 persons expressed other views with regard to the Special Motion.



Picture 172: Vihiga Constituency



Picture 173: Vihiga Constituency

280) Voi Constituency

341. The public participation exercise took place at the Voi NG-CDF office in Mbololo Ward. A total of 1,431 members of the public took part in the exercise. Of these, 760 persons indicated that they supported the Motion while 669 persons did not support the Motion. Further, 2 persons expressed other views with regard to the Special Motion.



Picture 174: Voi Constituency

281) Wajir East Constituency

342. The public participation exercise took place at the Wajir East NG-CDF Office in Wajir Town. A total of 207 members of the public took part in the exercise. Of these, 186 persons indicated that they supported the Motion while 21 persons did not support the Motion.



Picture 175: Wajir East Constituency

282) Wajir North Constituency

343. A total of 144 members of the public took part in the public participation exercise was carried out at the Wajir North NG-CDF Office in Bute. Of these, 139 persons indicated that they supported the Motion while 5 persons did not support the Motion.



Picture 176: Wajir North Constituency



Picture 177: Wajir North Constituency

283) Wajir South Constituency

344. The public participation exercise took place at the Wajir South NG-CDF office in Hodhan. 176 members of the public took part in the exercise. Of these, 171 persons indicated that they supported the Motion while five (5) persons did not support the Motion.



Picture 178: Wajir South



Picture 179: Wajir South

284) Wajir West Constituency

345. The public participation exercise was carried out at the Wajir West NG- CDF office. A total of one 155 members of the public took part in the exercise. Of these, 150 persons indicated that they supported the Motion while 4 persons did not support the Motion. Further, 1 person expressed other views with regard to the Special Motion.

285) Webuye East Constituency

346. The public participation exercise took place at Webuye East NG-CDF Office in Webuye Town. A total of 245 members of the public took part in the exercise. Of these, 240 persons indicated that they supported the Motion while 5 persons did not support the Motion.

286) Webuye West Constituency

347. The public participation exercise took place at Webuye West Constituency Office in Matisi. A total of 401 members of the public took part in the exercise. Of these, 393 persons indicated that they supported the Motion while 8 persons did not support the Motion.

287) West Mugirango Constituency

348. The public participation exercise took place at West Mugirango NG-CDF Building. A total of 470 members of the public took part in the exercise. Of these, 395 persons indicated that they supported the Motion while 67 persons did not support the Motion. Further, 8 persons expressed other views with regard to the Special Motion.

288) Westlands Constituency

349. The public participation exercise took place at Westlands NG-CDF Office. A total of 683 members of the public took part in the exercise. Of these, 550 persons indicated that they supported the Motion while 127 persons did not support the Motion. Further, 6 persons expressed other views with regard to the Special Motion.

289) Wundanyi Constituency

350. The public participation exercise took place at the NG-CDF office in Wundanyi Mbale Ward. A total of 217 members of the public took part in the exercise. Of these, 170 persons indicated that they supported the Motion while 38 persons did not support the Motion. Further, 9 persons expressed other views with regard to the Special Motion.



Picture 180: Wundanyi Constituency

Yatta Constituency

351. The public participation exercise took place at the Yatta Constituency Office Matuu Town. A total of 343 members of the public took part in the exercise. Of these, 190 persons indicated that they supported the Motion while 153 persons did not support the Motion.

Table 3: Analysis of views of the public on the Special Motion at the constituency level

S/No.	Constituency	Total	Category of views			Percentage		
			I Support	I do not support	Other	I Support	I do not support	Other
1	Ainabkoi	**959**	808	133	18	84.25%	13.87%	1.88%
2	Ainamoi	**586**	448	138		76.45%	23.55%	0.00%
3	Aldai	**945**	841	82	22	88.99%	8.68%	2.33%
4	Alego Usonga	**349**	329	20		94.27%	5.73%	0.00%
5	Awendo	**320**	277	39	4	86.56%	12.19%	1.25%
6	Bahati	**391**	281	105	5	71.87%	26.85%	1.28%
7	Balambala	**333**	313	20		93.99%	6.01%	0.00%
8	Banissa	**120**	99	21		82.50%	17.50%	0.00%
9	Baringo Central	**671**	589	82		87.78%	12.22%	0.00%
10	Baringo North	**601**	553	48		92.01%	7.99%	0.00%
11	Baringo South	**455**	402	53		88.35%	11.65%	0.00%
12	Belgut	**726**	696	30		95.87%	4.13%	0.00%
13	Bobasi	**416**	304	88	24	73.08%	21.15%	5.77%
14	Bomachoge Borabu	**406**	370	34	2	91.13%	8.37%	0.49%
15	Bomachoge Chache	**476**	406	68	2	85.29%	14.29%	0.42%
16	Bomet Central	**708**	614	88	6	86.72%	12.43%	0.85%
17	Bomet East	**1004**	974	29	1	97.01%	2.89%	0.10%
18	Bonchari	**327**	272	53	2	83.18%	16.21%	0.61%
19	Bondo	**326**	314	12		96.32%	3.68%	0.00%
20	Borabu	**225**	207	17	1	92.00%	7.56%	0.44%
21	Budalangi	**294**	287	6	1	97.62%	2.04%	0.34%
22	Bumula	**447**	436	9	2	97.54%	2.01%	0.45%
23	Bura	**338**	323	14	1	95.56%	4.14%	0.30%
24	Bureti	**381**	307	74		80.58%	19.42%	0.00%
25	Butere	**391**	368	22	1	94.12%	5.63%	0.26%
26	Butula	**431**	394	35	2	91.42%	8.12%	0.46%
27	Buuri	**511**	443	68		86.69%	13.31%	0.00%
28	Central Imenti	**378**	118	260		31.22%	68.78%	0.00%
29	Changamwe	**673**	639	33	1	94.95%	4.90%	0.15%
30	Chepalungu	**552**	518	31	3	93.84%	5.62%	0.54%
31	Cherangany	**690**	401	279	10	58.12%	40.43%	1.45%
32	Chesumei	**587**	519	66	2	88.42%	11.24%	0.34%
33	Chuka/Igambang'ombe	**1062**	920	141	1	86.63%	13.28%	0.09%
34	Dadaab	**340**	305	35		89.71%	10.29%	0.00%

S/No.	Constituency	Total	Category of views			Percentage		
			I Support	I do not support	Other	I Support	I do not support	Other
35	Dagoretti North	**1344**	888	447	9	66.07%	33.26%	0.67%
36	Dagoretti South	**685**	570	114	1	83.21%	16.64%	0.15%
37	Eldama Ravine	**379**	346	33		91.29%	8.71%	0.00%
38	Eldas	**326**	316	10		96.93%	3.07%	0.00%
39	Embakasi Central	**877**	94	769	14	10.72%	87.69%	1.60%
40	Embakasi East	**530**	285	239	6	53.77%	45.09%	1.13%
41	Embakasi North	**2120**	425	1660	35	20.05%	78.30%	1.65%
42	Embakasi South	**1181**	211	956	14	17.87%	80.95%	1.19%
43	Embakasi West	**417**	246	141	30	58.99%	33.81%	7.19%
44	Emgwen	**657**	503	149	5	76.56%	22.68%	0.76%
45	Emuhaya	**189**	178	10	1	94.18%	5.29%	0.53%
46	Emurua Dikirr	**306**	292	11	3	95.42%	3.59%	0.98%
47	Endebess	**434**	389	39	6	89.63%	8.99%	1.38%
48	Fafi	**136**	131	5		96.32%	3.68%	0.00%
49	Funyula	**1202**	927	274	1	77.12%	22.80%	0.08%
50	Galole	**739**	614	115	10	83.09%	15.56%	1.35%
51	Ganze	**295**	289	6		97.97%	2.03%	0.00%
52	Garissa Township	**462**	454	8		98.27%	1.73%	0.00%
53	Garsen	**751**	691	43	17	92.01%	5.73%	2.26%
54	Gatanga	**110**	15	95		13.64%	86.36%	0.00%
55	Gatundu North	**9**	1	8		11.11%	88.89%	0.00%
56	Gatundu South	**28**	3	25		10.71%	89.29%	0.00%
57	Gem	**415**	392	23		94.46%	5.54%	0.00%
58	Gichugu	**56**	10	42	4	17.86%	75.00%	7.14%
59	Gilgil	**1202**	225	977		18.72%	81.28%	0.00%
60	Githunguri	**1679**	378	1301		22.51%	77.49%	0.00%
61	Hamisi	**872**	852	18	2	97.71%	2.06%	0.23%
62	Homa Bay Town	**927**	818	53	56	88.24%	5.72%	6.04%
63	Igembe Central	**695**	659	30	6	94.82%	4.32%	0.86%
64	Igembe North	**212**	204	8		96.23%	3.77%	0.00%
65	Igembe South	**1111**	965	146		86.86%	13.14%	0.00%
66	Ijara	**360**	328	32		91.11%	8.89%	0.00%
67	Ikolomani	**696**	657	37	2	94.40%	5.32%	0.29%
68	Isiolo North	**1249**	944	305		75.58%	24.42%	0.00%
69	Isiolo South	**343**	231	33	79	67.35%	9.62%	23.03%
70	Jomvu	**824**	742	60	22	90.05%	7.28%	2.67%
71	Juja	**20**	5	15		25.00%	75.00%	0.00%
72	Kabete	**85**	20	65		23.53%	76.47%	0.00%

S/No.	Constituency	Total	Category of views			Percentage		
			I Support	I do not support	Other	I Support	I do not support	Other
73	Kabondo Kasipul	**190**	172	12	6	90.53%	6.32%	3.16%
74	Kabuchai	**292**	189	103		64.73%	35.27%	0.00%
75	Kacheliba	**545**	528	17		96.88%	3.12%	0.00%
76	Kaiti	**518**	262	252	4	50.58%	48.65%	0.77%
77	Kajiado Central	**1540**	1497	43		97.21%	2.79%	0.00%
78	Kajiado East	**747**	705	42		94.38%	5.62%	0.00%
79	Kajiado North	**2143**	1851	292		86.37%	13.63%	0.00%
80	Kajiado South	**2880**	650	2230		22.57%	77.43%	0.00%
81	Kajiado West	**1880**	1682	198		89.47%	10.53%	0.00%
82	Kaloleni	**398**	354	31	13	88.94%	7.79%	3.27%
83	Kamukunji	**728**	667	58	3	91.62%	7.97%	0.41%
84	Kandara	**1329**	195	1130	4	14.67%	85.03%	0.30%
85	Kanduyi	**284**	221	63		77.82%	22.18%	0.00%
86	Kangema	**3344**	333	3011		9.96%	90.04%	0.00%
87	Kangundo	**748**	379	368	1	50.67%	49.20%	0.13%
88	Kapenguria	**1255**	1101	151	3	87.73%	12.03%	0.24%
89	Kapseret	**1902**	1689	197	16	88.80%	10.36%	0.84%
90	Karachuonyo	**714**	703	5	6	98.46%	0.70%	0.84%
91	Kasarani	**484**	170	303	11	35.12%	62.60%	2.27%
92	Kasipul	**331**	285	42	4	86.10%	12.69%	1.21%
93	Kathiani	**493**	200	290	3	40.57%	58.82%	0.61%
94	Keiyo North	**390**	297	87	6	76.15%	22.31%	1.54%
95	Keiyo South	**355**	352	3		99.15%	0.85%	0.00%
96	Kesses	**1589**	1460	120	9	91.88%	7.55%	0.57%
97	Khwisero	**352**	331	18	3	94.03%	5.11%	0.85%
98	Kiambaa	**463**	120	343		25.92%	74.08%	0.00%
99	Kiambu	**167**	52	115		31.14%	68.86%	0.00%
100	Kibra	**1204**	979	217	8	81.31%	18.02%	0.66%
101	Kibwezi East	**1011**	338	652	21	33.43%	64.49%	2.08%
102	Kibwezi West	**547**	498	48	1	91.04%	8.78%	0.18%
103	Kieni	**1611**	122	1481	8	7.57%	91.93%	0.50%
104	Kigumo	**4954**	409	4545		8.26%	91.74%	0.00%
105	Kiharu	**581**	200	379	2	34.42%	65.23%	0.34%
106	Kikuyu	**73**	15	58		20.55%	79.45%	0.00%
107	Kilgoris	**315**	236	66	13	74.92%	20.95%	4.13%
108	Kilifi North	**603**	553	50		91.71%	8.29%	0.00%
109	Kilifi South	**171**	155	7	9	90.64%	4.09%	5.26%
110	Kilome	**824**	226	579	19	27.43%	70.27%	2.31%

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			I Support	I do not support	Other	I Support	I do not support	Other
111	Kimilili	**114**	96	18		84.21%	15.79%	0.00%
112	Kiminini	**579**	457	104	18	78.93%	17.96%	3.11%
113	Kinango	**187**	181	6		96.79%	3.21%	0.00%
114	Kinangop	**908**	226	682		24.89%	75.11%	0.00%
115	Kipipiri	**2016**	428	1588		21.23%	78.77%	0.00%
116	Kipkelion East	**210**	181	29		86.19%	13.81%	0.00%
117	Kipkelion West	**586**	541	45		92.32%	7.68%	0.00%
118	Kirinyaga Central	**14**	4	10		28.57%	71.43%	0.00%
119	Kisauni	**400**	384	13	3	96.00%	3.25%	0.75%
120	Kisumu Central	**925**	906	16	3	97.95%	1.73%	0.32%
121	Kisumu East	**842**	809	29	4	96.08%	3.44%	0.48%
122	Kisumu West	**810**	793	17		97.90%	2.10%	0.00%
123	Kitui Central	**1021**	372	642	7	36.43%	62.88%	0.69%
124	Kitui East	**406**	387	18	1	95.32%	4.43%	0.25%
125	Kitui Rural	**428**	22	405	1	5.14%	94.63%	0.23%
126	Kitui South	**644**	636	7	1	98.76%	1.09%	0.16%
127	Kitui West	**701**	130	556	15	18.54%	79.32%	2.14%
128	Kitutu Chache North	**534**	508	25	1	95.13%	4.68%	0.19%
129	Kitutu Chache South	**210**	106	82	22	50.48%	39.05%	10.48%
130	Kitutu Masaba	**595**	583	11	1	97.98%	1.85%	0.17%
131	Konoin	**519**	504	13	2	97.11%	2.50%	0.39%
132	Kuresoi North	**46**	39	4	3	84.78%	8.70%	6.52%
133	Kuresoi South	**163**	155	6	2	95.09%	3.68%	1.23%
134	Kuria East	**424**	413	11	0	97.41%	2.59%	0.00%
135	Kuria West	**278**	273	3	2	98.20%	1.08%	0.72%
136	Kwanza	**573**	407	132	34	71.03%	23.04%	5.93%
137	Lafey	**256**	247	9		96.48%	3.52%	0.00%
138	Lagdera	**300**	290	7	3	96.67%	2.33%	1.00%
139	Laikipia East	**2700**	1497	1083	120	55.44%	40.11%	4.44%
140	Laikipia North	**408**	251	155	2	61.52%	37.99%	0.49%
141	Laikipia West	**535**	273	261	1	51.03%	48.79%	0.19%
142	Laisamis	**302**	282	18	2	93.38%	5.96%	0.66%
143	Lamu East	**563**	540	23		95.91%	4.09%	0.00%
144	Lamu West	**659**	504	155		76.48%	23.52%	0.00%
145	Lang'ata	**570**	426	134	10	74.74%	23.51%	1.75%
146	Lari	**112**	30	82		26.79%	73.21%	0.00%
147	Likoni	**840**	818	21	1	97.38%	2.50%	0.12%
148	Likuyani	**364**	360	2	2	98.90%	0.55%	0.55%

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149	Limuru	**66**	15	51		22.73%	77.27%	0.00%
150	Loima	**266**	264	2		99.25%	0.75%	0.00%
151	Luanda	**422**	407	13	2	96.45%	3.08%	0.47%
152	Lugari	**459**	346	110	3	75.38%	23.97%	0.65%
153	Lungalunga	**312**	296	16		94.87%	5.13%	0.00%
154	Lurambi	**680**	555	121	4	81.62%	17.79%	0.59%
155	Maara	**757**	712	39	6	94.06%	5.15%	0.79%
156	Machakos Town	**977**	571	372	34	58.44%	38.08%	3.48%
157	Magarini	**153**	145	8		94.77%	5.23%	0.00%
158	Makadara	**713**	551	149	13	77.28%	20.90%	1.82%
159	Makueni	**696**	374	320	2	53.74%	45.98%	0.29%
160	Malava	**399**	386	10	3	96.74%	2.51%	0.75%
161	Malindi	**209**	202	3	4	96.65%	1.44%	1.91%
162	Mandera East	**385**	375	10		97.40%	2.60%	0.00%
163	Mandera North	**291**	289	2		99.31%	0.69%	0.00%
164	Mandera South	**107**	102	5		95.33%	4.67%	0.00%
165	Mandera West	**38**	36	2		94.74%	5.26%	0.00%
166	Manyatta	**50**	36	14		72.00%	28.00%	0.00%
167	Maragwa	**3208**	497	2683	28	15.49%	83.63%	0.87%
168	Marakwet East	**738**	697	39	2	94.44%	5.28%	0.27%
169	Marakwet West	**376**	318	56	2	84.57%	14.89%	0.53%
170	Masinga	**591**	367	223	1	62.10%	37.73%	0.17%
171	Matayos	**1016**	621	363	32	61.12%	35.73%	3.15%
172	Mathare	**486**	367	116	3	75.51%	23.87%	0.62%
173	Mathioya	**401**	91	309	1	22.69%	77.06%	0.25%
174	Mathira	**5849**	172	5663	14	2.94%	96.82%	0.24%
175	Matuga	**877**	667	210		76.05%	23.95%	0.00%
176	Matungu	**341**	327	12	2	95.89%	3.52%	0.59%
177	Matungulu	**219**	80	139		36.53%	63.47%	0.00%
178	Mavoko	**931**	603	299	29	64.77%	32.12%	3.11%
179	Mbeere North	**502**	397	103	2	79.08%	20.52%	0.40%
180	Mbeere South	**452**	331	114	7	73.23%	25.22%	1.55%
181	Mbooni	**573**	310	258	5	54.10%	45.03%	0.87%
182	Mogotio	**465**	454	11		97.63%	2.37%	0.00%
183	Moiben	**1320**	1159	149	12	87.80%	11.29%	0.91%
184	Molo	**585**	334	250	1	57.09%	42.74%	0.17%
185	Mosop	**578**	515	62	1	89.10%	10.73%	0.17%
186	Moyale	**221**	196	21	4	88.69%	9.50%	1.81%

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187	Msambweni	**507**	458	42	7	90.34%	8.28%	1.38%
188	Mt. Elgon	**388**	386	2		99.48%	0.52%	0.00%
189	Muhoroni	**431**	423	8		98.14%	1.86%	0.00%
190	Mukurweini	**3184**	367	2812	5	11.53%	88.32%	0.16%
191	Mumias East	**166**	152	11	3	91.57%	6.63%	1.81%
192	Mumias West	**518**	501	15	2	96.72%	2.90%	0.39%
193	Mvita	**1329**	1260	67	2	94.81%	5.04%	0.15%
194	Mwala	**1030**	711	316	3	69.03%	30.68%	0.29%
195	Mwatate	**499**	368	125	6	73.75%	25.05%	1.20%
196	Mwea	**191**	35	156		18.32%	81.68%	0.00%
197	Mwingi Central	**25**	20	4	1	80.00%	16.00%	4.00%
198	Mwingi North	**417**	101	312	4	24.22%	74.82%	0.96%
199	Mwingi West	**316**	287	28	1	90.82%	8.86%	0.32%
200	Naivasha	**2826**	871	1910	45	30.82%	67.59%	1.59%
201	Nakuru Town East	**1090**	777	312	1	71.28%	28.62%	0.09%
202	Nakuru Town West	**448**	279	165	4	62.28%	36.83%	0.89%
203	Nambale	**386**	340	45	1	88.08%	11.66%	0.26%
204	Nandi Hills	**677**	627	44	6	92.61%	6.50%	0.89%
205	Narok East	**494**	461	32	1	93.32%	6.48%	0.20%
206	Narok North	**680**	457	217	6	67.21%	31.91%	0.88%
207	Narok South	**302**	277	21	4	91.72%	6.95%	1.32%
208	Narok West	**243**	233	8	2	95.88%	3.29%	0.82%
209	Navakholo	**560**	544	15	1	97.14%	2.68%	0.18%
210	Ndaragwa	**130**	30	100		23.08%	76.92%	0.00%
211	Ndhiwa	**522**	495	23	4	94.83%	4.41%	0.77%
212	Ndia	**328**	48	270	10	14.63%	82.32%	3.05%
213	Njoro	**607**	65	531	11	10.71%	87.48%	1.81%
214	North Horr	**374**	356	13	5	95.19%	3.48%	1.34%
215	North Imenti	**603**	234	365	4	38.81%	60.53%	0.66%
216	North Mugirango	**481**	406	69	6	84.41%	14.35%	1.25%
217	Nyakach	**198**	194	4		97.98%	2.02%	0.00%
218	Nyali	**942**	526	394	22	55.84%	41.83%	2.34%
219	Nyando	**87**	84	3		96.55%	3.45%	0.00%
220	Nyaribari Chache	**543**	454	72	17	83.61%	13.26%	3.13%
221	Nyaribari Masaba	**530**	424	84	22	80.00%	15.85%	4.15%
222	Nyatike	**487**	475	11	1	97.54%	2.26%	0.21%
223	Nyeri Town	**2292**	19	2230	43	0.83%	97.29%	1.88%
224	Ol Jororok	**372**	51	321		13.71%	86.29%	0.00%

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			I Support	I do not support	Other	I Support	I do not support	Other
225	Ol Kalou	**517**	50	467		9.67%	90.33%	0.00%
226	Othaya	**879**	100	771	8	11.38%	87.71%	0.91%
227	Pokot South	**608**	598	10		98.36%	1.64%	0.00%
228	Rabai	**444**	430	10	4	96.85%	2.25%	0.90%
229	Rangwe	**527**	512	13	2	97.15%	2.47%	0.38%
230	Rarieda	**173**	166	7		95.95%	4.05%	0.00%
231	Rongai	**418**	260	157	1	62.20%	37.56%	0.24%
232	Rongo	**395**	379	15	1	95.95%	3.80%	0.25%
233	Roysambu	**682**	88	594	0	12.90%	87.10%	0.00%
234	Ruaraka	**1562**	980	577	5	62.74%	36.94%	0.32%
235	Ruiru	**63**	13	50		20.63%	79.37%	0.00%
236	Runyenjes	**682**	159	523		23.31%	76.69%	0.00%
237	Sabatia	**344**	279	59	6	81.10%	17.15%	1.74%
238	Saboti	**1147**	793	277	77	69.14%	24.15%	6.71%
239	Saku	**455**	327	120	8	71.87%	26.37%	1.76%
240	Samburu East	**296**	284	11	1	95.95%	3.72%	0.34%
241	Samburu North	**397**	386	10	1	97.23%	2.52%	0.25%
242	Samburu West	**826**	711	110	5	86.08%	13.32%	0.61%
243	Seme	**525**	512	13		97.52%	2.48%	0.00%
244	Shinyalu	**353**	345	7	1	0.00%	0.00%	0.00%
245	Sigor	**452**	445	5	2	98.45%	1.11%	0.44%
246	Sigowet/Soin	**313**	299	14		95.53%	4.47%	0.00%
247	Sirisia	**426**	423	3		99.30%	0.70%	0.00%
248	Sotik	**560**	543	16	1	96.96%	2.86%	0.18%
249	South Imenti	**526**	393	133		74.71%	25.29%	0.00%
250	South Mugirango	**329**	302	26	1	91.79%	7.90%	0.30%
251	Soy	**1051**	891	143	17	84.78%	13.61%	1.62%
252	Starehe	**1122**	287	802	33	25.58%	71.48%	2.94%
253	Suba North	**373**	348	8	17	93.30%	2.14%	4.56%
254	Suba South	**271**	256	9	6	94.46%	3.32%	2.21%
255	Subukia	**3213**	363	2834	16	11.30%	88.20%	0.50%
256	Suna East	**357**	345	10	2	96.64%	2.80%	0.56%
257	Suna West	**444**	423	20	1	95.27%	4.50%	0.23%
258	Tarbaj	**127**	123	4		96.85%	3.15%	0.00%
259	Taveta	**405**	335	69	1	82.72%	17.04%	0.25%
260	Teso North	**369**	350	10	9	94.85%	2.71%	2.44%
261	Teso South	**407**	305	95	7	74.94%	23.34%	1.72%
262	Tetu	**1047**	121	926	0	11.56%	88.44%	0.00%

S/No.	Constituency	Total	Category of views			Percentage		
			I Support	I do not support	Other	I Support	I do not support	Other
263	Tharaka	**1157**	1086	65	6	93.86%	5.62%	0.52%
264	Thika Town	**87**	7	80		8.05%	91.95%	0.00%
265	Tiaty	**376**	372	4		98.94%	1.06%	0.00%
266	Tigania East	**577**	498	79		86.31%	13.69%	0.00%
267	Tigania West	**485**	430	55		88.66%	11.34%	0.00%
268	Tinderet	**479**	462	17		96.45%	3.55%	0.00%
269	Tongaren	**152**	147	5		96.71%	3.29%	0.00%
270	Turbo	**1611**	1357	238	16	84.23%	14.77%	0.99%
271	Turkana Central	**199**	186	13		93.47%	6.53%	0.00%
272	Turkana East	**111**	106	5		95.50%	4.50%	0.00%
273	Turkana North	**266**	245	21		92.11%	7.89%	0.00%
274	Turkana South	**522**	417	105		79.89%	20.11%	0.00%
275	Turkana West	**395**	383	12		96.96%	3.04%	0.00%
276	Ugenya	**409**	384	25		93.89%	6.11%	0.00%
277	Ugunja	**254**	249	5		98.03%	1.97%	0.00%
278	Uriri	**414**	400	13	1	96.62%	3.14%	0.24%
279	Vihiga	**608**	546	60	2	89.80%	9.87%	0.33%
280	Voi	**1431**	760	669	2	53.11%	46.75%	0.14%
281	Wajir East	**207**	186	21		89.86%	10.14%	0.00%
282	Wajir North	**144**	139	5		96.53%	3.47%	0.00%
283	Wajir South	**176**	171	5		97.16%	2.84%	0.00%
284	Wajir West	**155**	150	4	1	96.77%	2.58%	0.65%
285	Webuye East	**245**	240	5		97.96%	2.04%	0.00%
286	Webuye West	**401**	393	8		98.00%	2.00%	0.00%
287	West Mugirango	**470**	395	67	8	84.04%	14.26%	1.70%
288	Westlands	**683**	550	127	6	80.53%	18.59%	0.88%
289	Wundanyi	**217**	170	38	9	78.34%	17.51%	4.15%
290	Yatta	**343**	190	153		55.39%	44.61%	0.00%
	TOTAL	**188,610**	**118,112**	**68,879**	**1,619**	**62.62%**	**36.52%**	**0.86%**

CHALLENGES EXPERIENCED DURING THE PUBLIC PARTICIPATION EXERCISE

353. In the conduct of the public participation exercise in relation to the proposed Special Motion for the removal from office, by impeachment, of H.E Rigathi Gachagua, EGH, the Deputy President of the Republic of Kenya, the following challenges were experienced –

(a) **Political interference and interruption** of the public participation forums by individuals seeking to conduct political campaigns. This was witnessed at various centres including Bomas of Kenya, Muranga (Muranga University of Technology Hall);

(b) **Violent disruptions** of the public participation exercise in several constituencies including Ol Kalou, Kipipiri, Nyeri Town (Nyeri Culture Centre Hall), and Manyatta;

(c) **Submission of incomplete forms and submission** of forms that did not clearly communicate the intention of the person submitting. These included persons not providing information as to their identity and selecting multiple contradicting responses

(d) **Insecurity in some parts of the country** leading to low turnout in some constituencies such as Bura constituency;

(e) **Expectation for monetary gain/compensation** by some members of the public for taking part in the public participation exercise;

(f) **Late submission of forms and memoranda**. Noting that the Special Motion is time-bound, this reduced the time for collation and compilation of views;

(g) **Threats of physical violence to officers** facilitating the public participation exercise as well as threats and use of expletives in submissions made via email; and

(h) **Insistence that officers facilitating public participation** were coerced to declare 'results' in constituencies such as in Ol-Kalou, Nyeri town and Kipipiri.

CHAPTER THREE

ANALYSIS OF THE PUBLIC PARTICIPATION EXERCISE

354. In the conduct of the public participation, the National Assembly received a total of two hundred and twenty-four thousand nine hundred and seven (224,907) submissions. These comprised of thirty-eight thousand ninety-one (38,091) submissions received through hand-delivery, email, petitions and memoranda.

355. In addition, one hundred and eighty-six thousand eight hundred and sixteen (186,816) Kenyans attended the public hearings held in the two hundred and ninety (290) constituencies (as per the schedule), the two hundred and ninety (290) Constituency Offices for Members of the National Assembly and forty-seven (47) offices of County Women Representatives.

356. The public was invited to provide views on the Special motion as to whether they support, not support or any other view. In support, the public was to indicate the grounds for support as in the Special Motion.

Table 4: Combined Tally of Constituencies

No	Constituency	Total Responses	I support	I do not Support	Other Response	I support	I do not Support	Other Response
1	Ainabkoi	**970**	815	137	18	84.02%	14.12%	1.86%
2	Ainamoi	**756**	612	143	1	80.95%	18.92%	0.13%
3	Aldai	**981**	865	93	23	88.18%	9.48%	2.34%
4	Alego Usonga	**386**	366	20	0	94.82%	5.18%	0.00%
5	Awendo	**407**	364	39	4	89.43%	9.58%	0.98%
6	Bahati	**433**	294	134	5	67.90%	30.95%	1.15%
7	Balambala	**448**	428	20	0	95.54%	4.46%	0.00%
8	Banissa	**121**	100	21	0	82.64%	17.36%	0.00%
9	Baringo Central	**851**	763	88	0	89.66%	10.34%	0.00%
10	Baringo North	**775**	720	55	0	92.90%	7.10%	0.00%
11	Baringo South	**637**	581	56	0	91.21%	8.79%	0.00%
12	Belgut	**937**	904	33	0	96.48%	3.52%	0.00%
13	Bobasi	**601**	484	92	25	80.53%	15.31%	4.16%
14	Bomachoge Borabu	**580**	537	41	2	92.59%	7.07%	0.34%
15	Bomachoge Chache	**478**	408	68	2	85.36%	14.23%	0.42%
16	Bomet Central	**974**	864	103	7	88.71%	10.57%	0.72%
17	Bomet East	**1226**	1188	37	1	96.90%	3.02%	0.08%
18	Bonchari	**503**	446	54	3	88.67%	10.74%	0.60%
19	Bondo	**343**	329	14	0	95.92%	4.08%	0.00%

No	Constituency	Total Responses	I support	I do not Support	Other Response	I support	I do not Support	Other Response
20	Borabu	244	221	22	1	90.57%	9.02%	0.41%
21	Budalangi	406	396	8	2	97.54%	1.97%	0.49%
22	Bumula	654	635	17	2	97.09%	2.60%	0.31%
23	Bura	342	324	17	1	94.74%	4.97%	0.29%
24	Bureti	608	524	82	2	86.18%	13.49%	0.33%
25	Butere	415	390	24	1	93.98%	5.78%	0.24%
26	Butula	602	564	36	2	93.69%	5.98%	0.33%
27	Buuri	517	446	71	0	86.27%	13.73%	0.00%
28	Central Imenti	483	221	262	-	45.76%	54.24%	0.00%
29	Changamwe	731	693	37	1	94.80%	5.06%	0.14%
30	Chepalungu	830	786	41	3	94.70%	4.94%	0.36%
31	Cherangany	829	528	289	12	63.69%	34.86%	1.45%
32	Chesumei	629	557	70	2	88.55%	11.13%	0.32%
33	Chuka/Igambang'ombe	1436	1278	155	3	89.00%	10.79%	0.21%
34	Dadaab	508	472	36	0	92.91%	7.09%	0.00%
35	Dagoretti North	1713	1159	537	17	67.66%	31.35%	0.99%
36	Dagoretti South	999	826	165	8	82.68%	16.52%	0.80%
37	Eldama Ravine	580	530	49	1	91.38%	8.45%	0.17%
38	Eldas	371	344	27	0	92.72%	7.28%	0.00%
39	Embakasi Central	1094	184	883	27	16.82%	80.71%	2.47%
40	Embakasi East	859	471	371	17	54.83%	43.19%	1.98%
41	Embakasi North	2326	560	1728	38	24.08%	74.29%	1.63%
42	Embakasi South	1426	307	1073	46	21.53%	75.25%	3.23%
43	Embakasi West	655	359	258	38	54.81%	39.39%	5.80%
44	Emgwen	816	657	154	5	80.51%	18.87%	0.61%
45	Emuhaya	352	339	12	1	96.31%	3.41%	0.28%
46	Emurua Dikirr	471	447	21	3	94.90%	4.46%	0.64%
47	Endebess	562	514	42	6	91.46%	7.47%	1.07%
48	Fafi	306	301	5	0	98.37%	1.63%	0.00%
49	Funyula	1330	1048	281	1	78.80%	21.13%	0.08%
50	Galole	854	729	115	10	85.36%	13.47%	1.17%
51	Ganze	484	476	8	0	98.35%	1.65%	0.00%
52	Garissa Township	636	627	9	0	98.58%	1.42%	0.00%
53	Garsen	822	761	44	17	92.58%	5.35%	2.07%
54	Gatanga	154	33	120	1	21.43%	77.92%	0.65%
55	Gatundu North	31	7	24	0	22.58%	77.42%	0.00%
56	Gatundu South	81	18	62	1	22.22%	76.54%	1.23%

No	Constituency	Total Responses	I support	I do not Support	Other Response	I support	I do not Support	Other Response
57	Gem	558	534	24	0	95.70%	4.30%	0.00%
58	Gichugu	239	45	189	5	18.83%	79.08%	2.09%
59	Gilgil	1259	275	984	0	21.84%	78.16%	0.00%
60	Githunguri	1731	394	1337	0	22.76%	77.24%	0.00%
61	Hamisi	1100	1075	23	2	97.73%	2.09%	0.18%
62	Homa Bay Town	1280	1170	54	56	91.41%	4.22%	4.38%
63	Igembe Central	719	681	32	6	94.71%	4.45%	0.83%
64	Igembe North	359	344	15	0	95.82%	4.18%	0.00%
65	Igembe South	1138	987	151	0	86.73%	13.27%	0.00%
66	Ijara	524	492	32	0	93.89%	6.11%	0.00%
67	Ikolomani	753	708	43	2	94.02%	5.71%	0.27%
68	Isiolo North	1660	1,343	317	0	80.90%	19.10%	0.00%
69	Isiolo South	712	599	34	79	84.13%	4.78%	11.10%
70	Jomvu	856	770	63	23	89.95%	7.36%	2.69%
71	Juja	120	40	75	5	33.33%	62.50%	4.17%
72	Kabete	414	116	274	24	28.02%	66.18%	5.80%
73	Kabondo Kasipul	348	319	23	6	91.67%	6.61%	1.72%
74	Kabuchai	482	376	105	1	78.01%	21.78%	0.21%
75	Kacheliba	648	621	27	0	95.83%	4.17%	0.00%
76	Kaiti	526	265	257	4	50.38%	48.86%	0.76%
77	Kajiado Central	1791	1739	51	1	97.10%	2.85%	0.06%
78	Kajiado East	945	878	62	5	92.91%	6.56%	0.53%
79	Kajiado North	2314	1981	327	6	85.61%	14.13%	0.26%
80	Kajiado South	3082	847	2235	0	27.48%	72.52%	0.00%
81	Kajiado West	2028	1818	210	0	89.64%	10.36%	0.00%
82	Kaloleni	478	430	35	13	89.96%	7.32%	2.72%
83	Kamukunji	1389	1301	83	5	93.66%	5.98%	0.36%
84	Kandara	1365	205	1156	4	15.02%	84.69%	0.29%
85	Kanduyi	507	432	73	2	85.21%	14.40%	0.39%
86	Kangema	3387	348	3039	0	10.27%	89.73%	0.00%
87	Kangundo	762	384	375	3	50.39%	49.21%	0.39%
88	Kapenguria	1288	1124	161	3	87.27%	12.50%	0.23%
89	Kapseret	2019	1798	205	16	89.05%	10.15%	0.79%
90	Karachuonyo	871	860	5	6	98.74%	0.57%	0.69%
91	Kasarani	983	325	608	50	33.06%	61.85%	5.09%
92	Kasipul	532	473	55	4	88.91%	10.34%	0.75%
93	Kathiani	503	202	298	3	40.16%	59.24%	0.60%
94	Keiyo North	768	670	92	6	87.24%	11.98%	0.78%

No	Constituency	Total Responses	I support	I do not Support	Other Response	I support	I do not Support	Other Response
95	Keiyo South	820	807	12	1	98.41%	1.46%	0.12%
96	Kesses	1712	1572	130	10	91.82%	7.59%	0.58%
97	Khwisero	381	358	20	3	93.96%	5.25%	0.79%
98	Kiambaa	672	178	484	10	26.49%	72.02%	1.49%
99	Kiambu	227	63	162	2	27.75%	71.37%	0.88%
100	Kibra	1467	1110	341	16	75.66%	23.24%	1.09%
101	Kibwezi East	1021	342	658	21	33.50%	64.45%	2.06%
102	Kibwezi West	585	528	54	3	90.26%	9.23%	0.51%
103	Kieni	1787	134	1640	13	7.50%	91.77%	0.73%
104	Kigumo	5024	419	4602	3	8.34%	91.60%	0.06%
105	Kiharu	694	242	443	9	34.87%	63.83%	1.30%
106	Kikuyu	165	38	116	11	23.03%	70.30%	6.67%
107	Kilgoris	320	238	69	13	74.38%	21.56%	4.06%
108	Kilifi North	794	737	57	0	92.82%	7.18%	0.00%
109	Kilifi South	246	204	32	10	82.93%	13.01%	4.07%
110	Kilome	838	237	581	20	28.28%	69.33%	2.39%
111	Kimilili	322	299	22	1	92.86%	6.83%	0.31%
112	Kiminini	669	546	105	18	81.61%	15.70%	2.69%
113	Kinango	188	182	6	0	96.81%	3.19%	0.00%
114	Kinangop	953	236	714	3	24.76%	74.92%	0.31%
115	Kipipiri	2058	441	1615	2	21.43%	78.47%	0.10%
116	Kipkelion East	429	392	37	0	91.38%	8.62%	0.00%
117	Kipkelion West	797	748	49	0	93.85%	6.15%	0.00%
118	Kirinyaga Central	80	22	54	4	27.50%	67.50%	5.00%
119	Kisauni	459	432	23	4	94.12%	5.01%	0.87%
120	Kisumu Central	1101	1078	20	3	97.91%	1.82%	0.27%
121	Kisumu East	1045	865	176	4	82.78%	16.84%	0.38%
122	Kisumu West	824	804	19	1	97.57%	2.31%	0.12%
123	Kitui Central	1048	375	664	9	35.78%	63.36%	0.86%
124	Kitui East	416	392	23	1	94.23%	5.53%	0.24%
125	Kitui Rural	437	28	408	1	6.41%	93.36%	0.23%
126	Kitui South	649	638	10	1	98.31%	1.54%	0.15%
127	Kitui West	718	142	560	16	19.78%	77.99%	2.23%
128	Kitutu Chache North	699	672	26	1	96.14%	3.72%	0.14%
129	Kitutu Chache South	337	228	87	22	67.66%	25.82%	6.53%
130	Kitutu Masaba	704	680	20	4	96.59%	2.84%	0.57%

No	Constituency	Total Responses	I support	I do not Support	Other Response	I support	I do not Support	Other Response
131	Konoin	769	746	21	2	97.01%	2.73%	0.26%
132	Kuresoi North	156	143	7	6	91.67%	4.49%	3.85%
133	Kuresoi South	492	479	11	2	97.36%	2.24%	0.41%
134	Kuria East	425	414	11	0	97.41%	2.59%	0.00%
135	Kuria West	282	274	6	2	97.16%	2.13%	0.71%
136	Kwanza	695	527	134	34	75.83%	19.28%	4.89%
137	Lafey	309	299	10	0	96.76%	3.24%	0.00%
138	Lagdera	481	461	17	3	95.84%	3.53%	0.62%
139	Laikipia East	2790	1503	1163	124	53.87%	41.68%	4.44%
140	Laikipia North	441	283	156	2	64.17%	35.37%	0.45%
141	Laikipia West	589	279	307	3	47.37%	52.12%	0.51%
142	Laisamis	353	329	22	2	93.20%	6.23%	0.57%
143	Lamu East	574	550	24	0	95.82%	4.18%	0.00%
144	Lamu West	681	517	162	2	75.92%	23.79%	0.29%
145	Langata	1137	796	311	30	70.01%	27.35%	2.64%
146	Lari	177	48	124	5	27.12%	70.06%	2.82%
147	Likoni	884	862	21	1	97.51%	2.38%	0.11%
148	Likuyani	382	373	7	2	97.64%	1.83%	0.52%
149	Limuru	206	54	137	15	26.21%	66.50%	7.28%
150	Loima	277	275	2	0	99.28%	0.72%	0.00%
151	Luanda	477	461	14	2	96.65%	2.94%	0.42%
152	Lugari	511	381	125	5	74.56%	24.46%	0.98%
153	Lungalunga	525	499	26	-	95.05%	4.95%	0.00%
154	Lurambi	895	765	125	5	85.47%	13.97%	0.56%
155	Maara	1084	1028	50	6	94.83%	4.61%	0.55%
156	Machakos Town	998	578	386	34	57.92%	38.68%	3.41%
157	Magarini	281	263	18	0	93.59%	6.41%	0.00%
158	Makadara	1192	956	207	29	80.20%	17.37%	2.43%
159	Makueni	743	412	329	2	55.45%	44.28%	0.27%
160	Malava	427	409	14	4	95.78%	3.28%	0.94%
161	Malindi	374	367	3	4	98.13%	0.80%	1.07%
162	Mandera East	408	397	11	0	97.30%	2.70%	0.00%
163	Mandera North	312	310	2	0	99.36%	0.64%	0.00%
164	Mandera South	129	124	5	0	96.12%	3.88%	0.00%
165	Mandera West	79	77	2	0	97.47%	2.53%	0.00%
166	Manyatta	156	109	45	2	69.87%	28.85%	1.28%
167	Maragwa	3375	563	2782	30	16.68%	82.43%	0.89%
168	Marakwet East	933	892	39	2	95.61%	4.18%	0.21%

No	Constituency	Total Responses	I support	I do not Support	Other Response	I support	I do not Support	Other Response
169	Marakwet West	543	472	69	2	86.92%	12.71%	0.37%
170	Masinga	606	373	231	2	61.55%	38.12%	0.33%
171	Matayos	1171	776	363	32	66.27%	31.00%	2.73%
172	Mathare	671	505	155	11	75.26%	23.10%	1.64%
173	Mathioya	424	96	327	1	22.64%	77.12%	0.24%
174	Mathira	6558	223	6317	18	3.40%	96.33%	0.27%
175	Matuga	893	683	210	0	76.48%	23.52%	0.00%
176	Matungu	353	335	16	2	94.90%	4.53%	0.57%
177	Matungulu	221	80	141	0	36.20%	63.80%	0.00%
178	Mavoko	973	612	328	33	62.90%	33.71%	3.39%
179	Mbeere North	691	577	112	2	83.50%	16.21%	0.29%
180	Mbeere South	512	388	116	8	75.78%	22.66%	1.56%
181	Mbooni	587	315	265	7	53.66%	45.14%	1.19%
182	Mogotio	666	638	28	0	95.80%	4.20%	0.00%
183	Moiben	1332	1164	155	13	87.39%	11.64%	0.98%
184	Molo	604	344	259	1	56.95%	42.88%	0.17%
185	Mosop	594	526	67	1	88.55%	11.28%	0.17%
186	Moyale	380	335	41	4	88.16%	10.79%	1.05%
187	Msambweni	516	464	44	8	89.92%	8.53%	1.55%
188	Mt. Elgon	598	593	5	0	99.16%	0.84%	0.00%
189	Muhoroni	434	425	8	1	97.93%	1.84%	0.23%
190	Mukurweini	3241	369	2865	7	11.39%	88.40%	0.22%
191	Mumias East	175	154	18	3	88.00%	10.29%	1.71%
192	Mumias West	655	633	20	2	96.64%	3.05%	0.31%
193	Mvita	1351	1,268	79	4	93.86%	5.85%	0.30%
194	Mwala	1043	713	325	5	68.36%	31.16%	0.48%
195	Mwatate	502	370	125	7	73.71%	24.90%	1.39%
196	Mwea	279	56	213	10	20.07%	76.34%	3.58%
197	Mwingi Central	34	23	10	1	67.65%	29.41%	2.94%
198	Mwingi North	422	102	315	5	24.17%	74.64%	1.18%
199	Mwingi West	325	289	35	1	88.92%	10.77%	0.31%
200	Naivasha	2859	882	1931	46	30.85%	67.54%	1.61%
201	Nakuru Town East	1173	824	347	2	70.25%	29.58%	0.17%
202	Nakuru Town West	562	355	197	10	63.17%	35.05%	1.78%
203	Nambale	564	512	50	2	90.78%	8.87%	0.35%
204	Nandi Hills	704	639	58	7	90.77%	8.24%	0.99%
205	Narok East	499	462	34	3	92.59%	6.81%	0.60%
206	Narok North	726	498	221	7	68.60%	30.44%	0.96%

No	Constituency	Total Responses	I support	I do not Support	Other Response	I support	I do not Support	Other Response
207	Narok South	368	341	22	5	92.66%	5.98%	1.36%
208	Narok West	326	313	11	2	96.01%	3.37%	0.61%
209	Navakholo	570	549	20	1	96.32%	3.51%	0.18%
210	Ndaragwa	201	59	134	8	29.35%	66.67%	3.98%
211	Ndhiwa	685	657	23	5	95.91%	3.36%	0.73%
212	Ndia	414	81	322	11	19.57%	77.78%	2.66%
213	Njoro	632	74	546	12	11.71%	86.39%	1.90%
214	North Horr	400	381	14	5	95.25%	3.50%	1.25%
215	North Imenti	627	240	378	9	38.28%	60.29%	1.44%
216	North Mugirango	623	539	77	7	86.52%	12.36%	1.12%
217	Nyakach	250	245	5	0	98.00%	2.00%	0.00%
218	Nyali	995	573	399	23	57.59%	40.10%	2.31%
219	Nyando	148	136	9	3	91.89%	6.08%	2.03%
220	Nyaribari Chache	707	616	73	18	87.13%	10.33%	2.55%
221	Nyaribari Masaba	734	619	91	24	84.33%	12.40%	3.27%
222	Nyatike	573	558	13	2	97.38%	2.27%	0.35%
223	Nyeri Town	2428	28	2355	45	1.15%	96.99%	1.85%
224	Ol Jorok	411	68	343	0	16.55%	83.45%	0.00%
225	Ol Kalou	555	66	488	1	11.89%	87.93%	0.18%
226	Othaya	912	107	796	9	11.73%	87.28%	0.99%
227	Pokot South	690	679	11	0	98.41%	1.59%	0.00%
228	Rabai	497	481	11	5	96.78%	2.21%	1.01%
229	Rangwe	651	631	18	2	96.93%	2.76%	0.31%
230	Rarieda	367	358	9	0	97.55%	2.45%	0.00%
231	Rongai	550	381	168	1	69.27%	30.55%	0.18%
232	Rongo	451	433	17	1	96.01%	3.77%	0.22%
233	Roysambu	907	221	679	7	24.37%	74.86%	0.77%
234	Ruaraka	1924	1274	640	10	66.22%	33.26%	0.52%
235	Ruiru	234	55	167	12	23.50%	71.37%	5.13%
236	Runyenjes	924	400	524	0	43.29%	56.71%	0.00%
237	Sabatia	348	281	61	6	80.75%	17.53%	1.72%
238	Saboti	1155	799	279	77	69.18%	24.16%	6.67%
239	Saku	556	422	126	8	75.90%	22.66%	1.44%
240	Samburu East	318	305	12	1	95.91%	3.77%	0.31%
241	Samburu North	414	401	12	1	96.86%	2.90%	0.24%
242	Samburu West	834	713	116	5	85.49%	13.91%	0.60%
243	Seme	528	512	15	1	96.97%	2.84%	0.19%
244	Shinyalu	526	509	13	4	96.77%	2.47%	0.76%

No	Constituency	Total Responses	I support	I do not Support	Other Response	I support	I do not Support	Other Response
245	Sigor	518	510	5	3	98.46%	0.97%	0.58%
246	Sigowet/Soin	530	512	18	0	96.60%	3.40%	0.00%
247	Sirisia	706	702	4	0	99.43%	0.57%	0.00%
248	Sotik	842	818	23	1	97.15%	2.73%	0.12%
249	South Imenti	538	397	141	0	73.79%	26.21%	0.00%
250	South Mugirango	456	425	29	2	93.20%	6.36%	0.44%
251	Soy	1186	1013	151	22	85.41%	12.73%	1.85%
252	Starehe	1727	565	1110	52	32.72%	64.27%	3.01%
253	Suba North	524	497	10	17	94.85%	1.91%	3.24%
254	Suba South	434	418	10	6	96.31%	2.30%	1.38%
255	Subukia	3225	366	2842	17	11.35%	88.12%	0.53%
256	Suna East	361	349	10	2	96.68%	2.77%	0.55%
257	Suna West	456	434	21	1	95.18%	4.61%	0.22%
258	Tarbaj	127	123	4	0	96.85%	3.15%	0.00%
259	Taveta	405	335	69	1	82.72%	17.04%	0.25%
260	Teso North	612	592	11	9	96.73%	1.80%	1.47%
261	Teso South	572	468	96	8	81.82%	16.78%	1.40%
262	Tetu	1071	122	949	0	11.39%	88.61%	0.00%
263	Tharaka	1707	1629	71	7	95.43%	4.16%	0.41%
264	Thika Town	173	27	138	8	15.61%	79.77%	4.62%
265	Tiaty	549	545	4	0	99.27%	0.73%	0.00%
266	Tigania East	590	500	90	0	84.75%	15.25%	0.00%
267	Tigania West	694	623	69	2	89.77%	9.94%	0.29%
268	Tinderet	487	469	17	1	96.30%	3.49%	0.21%
269	Tongaren	158	152	6	0	96.20%	3.80%	0.00%
270	Turbo	1621	1362	241	18	84.02%	14.87%	1.11%
271	Turkana Central	251	237	13	1	94.42%	5.18%	0.40%
272	Turkana East	111	106	5	0	95.50%	4.50%	0.00%
273	Turkana North	266	245	21	0	92.11%	7.89%	0.00%
274	Turkana South	523	418	105	0	79.92%	20.08%	0.00%
275	Turkana West	400	383	17	0	95.75%	4.25%	0.00%
276	Ugenya	425	394	30	1	92.71%	7.06%	0.24%
277	Ugunja	449	444	5	0	98.89%	1.11%	0.00%
278	Uriri	681	667	13	1	97.94%	1.91%	0.15%
279	Vihiga	668	603	63	2	90.27%	9.43%	0.30%
280	Voi	1436	763	670	3	53.13%	46.66%	0.21%
281	Wajir East	211	187	24	-	88.63%	11.37%	0.00%
282	Wajir North	144	139	5	0	96.53%	3.47%	0.00%

No	Constituency	Total Responses	I support	I do not Support	Other Response	I support	I do not Support	Other Response
283	Wajir South	**181**	175	6	0	96.69%	3.31%	0.00%
284	Wajir West	**156**	151	4	1	96.79%	2.56%	0.64%
285	Webuye East	**302**	294	7	1	97.35%	2.32%	0.33%
286	Webuye West	**452**	444	8	0	98.23%	1.77%	0.00%
287	West Mugirango	**497**	411	78	8	82.70%	15.69%	1.61%
288	Westlands	**1374**	1098	259	17	79.91%	18.85%	1.24%
289	Wundanyi	**223**	175	39	9	78.48%	17.49%	4.04%
290	Yatta	**351**	195	156	0	55.56%	44.44%	0.00%
291	Diaspora	**10**	4	4	2	40.00%	40.00%	20.00%
292	Others (Did not indicate any view)	**1937**	761	846	330	39.29%	43.68%	17.04%
	GRAND TOTAL	**224,877**	**146,404**	**76,021**	**2,452**	65.10%	33.81%	1.09%

CHAPTER FOUR

OTHER SUBMISSIONS FROM THE PUBLIC

357. In the course of the public participation exercise, members of the public submitted views in support, against, and others not related to the Special Motion. The views were given through oral and written representations via the email address provided for the exercise impeachment@parliament.go.ke. These views are summarized herein below—

A. Other submissions in Support of the Special Motion

(1) On gross violation of the Constitution or any other law, the people submitted that—

(a) H.E. Rigathi Gachagua, EGH is accused of inciting ethnic strife as evidenced by his discriminatory utterances in favour of *'Murima'* whilst excluding other sections of the people of Kenya and regions of the Republic of Kenya. He is also accused of bias for the Mt. Kenya Region in championing economic and infrastructure development; and

(b) on multiple instances, H.E. Rigathi Gachagua, EGH is accused of persistently bullying and intimidating State and public officers including the National Intelligence Service (NIS) and judicial officers. Further, he allegedly orchestrated the activities leading up to Parliament's invasion on 25th June 2024.

(2) On serious reasons to believe that the Deputy President has committed a crime under national and international law, the people submitted that H.E Rigathi Gachagua, EGH is purported to have committed corruption and economic crimes by unlawfully using the Office of the Deputy President to enrich himself through misuse of public funds.

(3) On gross misconduct, the people submitted that, it is alleged that the H.E Rigathi Gachagua, EGH is not fit to hold a State office to the extent that his conduct demeans and has eroded public confidence in the Office of the Deputy President. Furthermore, he has, on several occasions, undermined the Presidency by publicly insubordinating the President.

(4) Other reasons submitted include that the proposed removal of H.E Rigathi Gachagua, EGH shall serve as a deterrent to poor leadership by serving as an example to other bad leaders.

(5) **Mr. James Ohas** submitted views via email in support of the Special motion and noted that—

(a) Columbus 2000 Ltd, his family company, has an ongoing land court case with a company associated with H.E. the Deputy President in which he believes the Deputy President has been using his office to manipulate, influence the criminal justice system and intimidate and gain the Deputy President an undue advantage against his family and defraud his father of land.

(b) His family, associates and friends have undergone suffering under the hands of the Directorate of Criminal Investigations, who they believe were under instructions or pressure from the office of the Attorney-General and from the Deputy President to manipulate, harass and intimidate them to withdraw or abandon their case.

(c) His aged and sickly father, who is a director of the company, was interrogated by the DCI while unwell and undergoing treatment and homecare, which put undue pressure to record a statement while unstable.

(d) Both him and his lawyer have been arrested and detained, possibly to cause undue distress on his aged father for him to abandon efforts of fighting for his land;

(e) The DCI has engaged in harassment of witnesses in the public sector to recant their documents in order to support their allegations of forgery of documents.

He annexed a signed Pubic Views Template, a complaint letter to the DCI, his Witness Statement and the Witness Statement of a Prof. Gordon Okumu. The two Witness Statements were filed in *Nairobi ELC No. E242 of 2022, Wamunyoro Investments Limited v John Michael Ohas and 2 Others.*

(6) One **Philip Obae** submitted a statement in support of the Special Motion dated 7th October 2024 on the grounds of—

(a) alleged corruption and embezzlement of public funds such the fraudulent acquisition of Ksh. 7.3 billion from government contracts using proxy companies;

(b) linkage to illicit financial transactions and violation of Chapter Six of the Constitution;

(c) abuse of office by leveraging his office to influence government tenders and other public sector appointments in favour of close family members in contravention of Article 73 of the Constitution;

(d) public incitement and hate speech by making divisive and inciting remarks and utterances that violate the National Cohesion and Integrations Act;

(e) misuse of public resources including state vehicles and government employees to advance personal business interest; and

(f) conflict of interest by maintaining direct involvement in business that have interest public sector procurement, which constitutes a violation of article 75 of the Constitution.

358. A document titled **"JOINT WILL EXECUTORS REPORT ON THE STATUS OF THE ESTATE AS AT 27TH JUNE 2024"** was hand delivered and received on 4th October 2024. This document is signed by one J. Mwai Mathenge, for and on behalf of the Joint Will Executors (JWE) of the State of the submitted. The document refers to the Estate of the Late Nderitu Gachagua and its contents are, in part;

(i) **THAT**, Queensgate Serviced Apartments & Spa were sold to Co-operative Bank of Kenya Limited Staff retirement benefits scheme at a sum Kshs. 590,000,000 and that the amount was used to settle an outstanding loan of five hundred Kshs. 530,000,000 which was renegotiated from Kshs. 812,000,000. It is further stated that this information was communicated in a meeting held on 10th October 2023 at H.E. Rigathi Gachagua's Official Residence and attended by eighteen (18) beneficiaries.

(ii) **THAT**, Olive Garden Hotel was sold to TM Civil Engineering Limited at a price of Kshs. 412,000,000 and that, the proceeds were distributed to the beneficiaries. That this information was communicated to the beneficiaries in the meeting held on 24th June 2023 and that of 10th October 2023.

(iii) **THAT**, Kuruwitu Home Resort was sold to Kuruwitu Properties Limited for a sum of Kshs 250,000,000 and the sum was used to settle the Estate's outstanding debts and a balance of Kshs. 60,000,000 distributed to the beneficiaries. It further states that this information was communicated through the right forum in the family meeting minutes.

(iv) **THAT**, Kiangwaci Land was sold to Maguna Andu Distributors Limited at a price of Kshs. 25,000,000 and that the proceeds were used to settle the Estate's debts. That this information was communicated in the previous JWE Reports circulated to the beneficiaries.

(v) **THAT**, motor vehicles and Movable Assets were disposed of at Kshs. 22,172,200. That this amount was realised from a cash payment of Kshs. 2,000,000 from H.E. Rigathi Gachagua for a lorry and Kshs. 20,172,200 from beneficiaries' deductions. That, Kshs. 20,172,200 was distributed to the beneficiaries and Kshs. 2,000,000 was used to pay part of the Family Bank loan.

(vi) **THAT**, the proceeds of the same was distributed to the beneficiaries in the percentages as shown in the schedule at second page of the document.

(vii) **THAT**, the JWE wished to clarify an issue raised by one of the beneficiaries in regard to the inclusion of beneficiaries in decision making regarding the sale of the Estate's assets and that JWE makes decisions by consensus.

(viii) **THAT**, the JWE makes decisions independently of the beneficiaries and without influence from any beneficiary, except for one who is both a beneficiary and an executor.

(ix) **THAT**, the beneficiaries themselves in their meetings with one of the Executors, approved the sale of Kuruwitu Home Resort to one of them, who is also an executor.

B. Other submissions not in Support of the Special Motion

359. The members of the public who rejected the proposed Special Motion expressed various views on why they thought the impeachment Special Motion should not proceed.

360. The public submitted that—

(1) **The Deputy President should be given time to work:** The Deputy President should be allowed to serve until the end of his term in 2027.

(2) **The impeachment is politically motivated:** The process has been manipulated to serve political interests rather than uphold justice and is a personal vendetta against the Deputy President.

(3) **The neutrality of the presiding person:** That the persons expected to preside over the process have allegedly made partisan comments.

(4) **The grounds in the Special Motion do not meet the threshold required under the Constitution:** There is insufficient evidence and lack of clarity on the grounds of the Special Motion as well as failure to meet the steps outlined in Standing Order 64(1) of the National Assembly Standing Orders. The claims

of unjust enrichment are speculative and there are no formal convictions against the Deputy President in a Court of Law. Impeachment should be reserved for serious and proven offences. Otherwise, these proceedings would set a dangerous precedent.

(5) **The Special Motion undermines the democratic will of the people of Kenya:** The removal of a democratically elected leader from office for reasons that are not substantial risks eroding public trust in the electoral process.

(6) **There is need to let institutions work:** It is essential to allow the judicial system to operate independently and address these matters transparently rather than making conclusions based on allegations. Corruption should be fought through the relevant institutions not through a political process.

(7) The impeachment sets a **bad precedent** for future leadership if elected leaders are removed for politically motivated reasons.

(8) **Risk of destabilizing the country**: The impeachment of the Deputy President would affect the stability of the country including worsening the state of the economy, fuelling more hatred and division in an already divided political environment.

(9) **The Deputy President's previous work and record:** The Deputy President—

(a) has contributed significantly towards the reduction of alcoholism;

(b) understands the Bottom-Up Economy Transformation Agenda;

(c) has experience and knowledge of the political landscape, which is essential for effective governance;

(d) has been an advocate for development initiatives aimed at improving the livelihoods of Kenyans and addressing critical issues such as food security and economic growth;

(e) represents the interests of his constituents and a significant segment of the population. His leadership is crucial in voicing their concerns at the national level, ensuring that development projects are aligned with the needs of the people and promotes unity among diverse communities in Kenya;

(f) is the only person who can play an oversight role over the government as the National Assembly is purported to be compromised; and

(g) has consistently acted in line with his constitutional mandate serving the people of Kenya with commitment and dedication.

(10) **There are more urgent matters affecting Kenyans**: The government should focus on more dealing with insecurity, abductions, poverty, medical crises and corruption, new university funding model and public debt among others.

(11) The process is a **waste of resources** that would have otherwise been used in delivering services to the people.

(12) The Deputy President enjoys the **freedom of expression and opinion**; and

(13) There is need to **embrace dialogue and reconciliation** as a way of handling political disputes.

(14) **Joseph Kareko** made submissions vide a statement dated 5th October 2024 opposing the impeachment Special Motion on the grounds of—

(a) **Lack of a legislative framework for impeaching the Deputy President**: This raises questions on how the public can meaningfully participate in the process.

(b) **Inadequate Public Views Template:** The template did not provide sufficient space to articulate views.

(c) **Absence of counterclaims:** The Special Motion presents only allegations without counterclaims for public assessment thus limiting the electorates' ability to discern the truth.

(d) **Risks of discrimination:** The impeachment of the Deputy President while retaining the President creates an unequitable situation since both were elected together; and

(e) Misallocation of resources.

(15) **The Jeremiah Mugi Foundation** requested that the public participation be halted due to conflict of interest by Members of Parliament set to oversee the process. They further sought an explanation for the source of funds for the exercise and highlighted pending court cases such as NG-CDF and the two-thirds gender rule cases. Further, the Jeremiah Mugi Foundation, **Mau Mau War Veterans Association** and **Mau Mau Children Post-Colonial Elites** objected to the Special motion for the impeachment on the grounds that the proposed impeachment Special Motion will not address the root cause of Kenya's unresolved conflict and legal non-compliance but rather perpetuate the

cycle of political instability. They attached a register of Members of Mau Mau War Veterans Association.

(16) **Lembus Council of Elders Nebaraa** objected to the Special Motion on the grounds that there was need to keep stability in the country.

(17) **Harry Brian Matu** submitted a memorandum dated 3rd October 2024, opposing the Special Motion for impeachment of H. E the Deputy President, Rigathi Gachagua for the reason that the grounds listed in the Special Motion lack the requisite evidentiary support and legal substantiation mandated by the Constitution. He submitted further that impeachment is only reserved for incontrovertible instances of misconduct supported by concrete evidence and judicial findings.

C. General submissions

361. During the public participation, members of the public made comments that were outside the scope of the issues raised in the Special Motion. These include—

(1) **Recommending the impeachment of the President and the Deputy President**: The presidency is a joint ticket as such impeachment proceedings should be conducted for both the President and the Deputy.

(2) **Role of MPs as representatives**: MPs should have prosecuted the Special motion on behalf of their constituents. The public participation is an ill-considered and unnecessary hurdle imposed by the courts on Parliament. It is unnecessary to elect representatives if the people cannot trust them to make decisions on their behalf and inefficient to impose public participation on complex matters for which ordinary people have no time, expertise, state of mind, foresight and enough facts to give useful input.

(3) **Gravity of impeachment:** The impeachment should have been a last resort. Constructive dialogue and other conflict resolution mechanisms to resolve the issues between the President and the Deputy President should have been explored first. In addition, the impeachment process could serve to polarize the country. Instead, Parliament should focus on promoting peace and stability in the country.

(4) **Timing of the impeachment**: The impeachment is not a priority and therefore its conduct at this time reflects negatively on the current Parliament

as there are other more pressing matters that the National Assembly should be focussing on such as- hunger, poverty, corruption, a working university-funding model, a functional health insurance system, striking workers, youth unemployment, crime, the tough economic situation, the controversial Adani-JKIA tender, abduction of Kenyans, overtaxing, economic sabotage, etc. The public participation exercise has been perceived as a tactic to distract Kenyans from real issues.

(5) **Indifference of the political class:** The investment made towards prosecuting the impeachment process demonstrates the apathy, arrogance, and a lack of concern for the issues affecting the Kenyan people by the political leadership.

(6) **Mistrust of the public participation exercise owing to the dispassionate reaction of the political class to the Gen Z protests:** The violence meted out against the Gen Z protesters showed that both the President and the Deputy lacked empathy toward the Kenyan people and therefore seeking public views on the impeachment of the Deputy President was hypocritical.

(7) **The impeachment exercise is politically instigated**: The public perceives the public participation process as a tool for exploiting the citizens for political expediency.

(8) **Strengthen democratic institutions:** Long-lasting solution to the issues regarding ethics of public officers should be pursued. Efforts should focus on reviewing the Constitution and other statutes to ensure that all leaders work optimally for the Kenyan people.

(9) **Audit of the assets of all elected, nominated, and appointed leaders**: All public officers should be audited including the President, Governors, Senators, MPs, MCAs, Parastatals bosses, Cabinet Secretaries, and Principal Secretaries.

(10) **Long-term effects**: The impeachment process can create a dangerous precedent for the country leading to the eroding of public confidence in democratic institutions.

(11) **Misuse of public resources**: Resources used in public participation should have been redirected to vital sectors such as education, healthcare, and infrastructure. In the alternative, public participation should have been

conducted on matters under the purview of Parliament aimed at national building e.g. SHIF, taxation, the Adani- JKIA deal, etc.

(12) The firm of **Messrs Musyimi & Company Advocates** wrote a letter dated 5th October, 2024 in which they forwarded a Public Views Template on behalf of the Estate of the Late Governor James Nderitu Gachagua. Attached to the template was a Joint Affidavit signed by a Mr. Mwai Mathenge and Mr. Njoroge Regeru as the joint executors of the Estate. In the Affidavit, Mr. Mwai Mathenge and Mr. Njoroge Regeru state that—

(a) the Special motion contains information relating to the Estate of the Late Governor Gachagua, Estate Companies and the shareholding and directorships;
(b) Prior to his death in 2017, the late Governor Gachagua executed a Last Will and Testament and appointing them and Geoffrey Rigathi Gachagua as joint executors of his Will and detailing wishes relating to distribution of the net estate to listed beneficiaries;
(c) The Will contained instructions on the distribution of the Estate of the Late Governor, including a directive that the Executors liquidate all remaining assets and, upon settlement of his liabilities, distribute the NET proceeds in a specified manner;
(d) The Will contained details of the following Estate Companies in which the Late Governor was the 100% beneficial owner—
    (i) Vipingo Beach Resort Limited, which owned Queensgate Serviced Apartments, Langata View Apartments, and Vipingo Beach Resort;
    (ii) The Olive Garden Limited which owned the land where the Olive Gardens Hotel is situated;
    (iii) Hard Rock Quarries Limited which owned no properties;
    (iv) Tripple Eight Construction (K) Limited which owned no properties; and
    (v) Queensgate Serviced Apartments Spa & Resort Limited which owned no properties.
(e) In execution of the wishes of the Deceased, the Joint Executors were appointed as Directors of the Estate Companies and the Estate was designated a shareholder in respect of each of the Companies in accordance with the law;
(f) Following confirmation of Grant in 2018, the Joint Executors disposed of Queensgate Serviced Apartments, Olive Gardens Hotel, Langata View Apartments; and Two parcels of land in Mainland North – Kilifi;
(g) Langata View Apartments consists of seventy (70) Apartments and the Beneficiaries of the Estate preferred and mandated the Joint Executors to

allocate the apartments amongst them in the proportions specified in the Will. To give effect to this decision, Grand Bypass Apartments Limited, a Special Purpose Vehicle, was incorporated to convey the seventy Apartments to the respective Beneficiaries. The Joint Executors caused the apartments to be transferred to the Special Purpose Vehicle and are in the process of distributing the Apartments;

(h) The two parcels of land in Mainland North - Kilifi were acquired by Vipingo Beach Resort Limited in 2008 and 2010 respectively. For purposes of their disposal, the Joint Executors incorporated Kuruwitu Properties Limited, a Special Purpose Vehicle, and caused the two properties to be transferred to the Special Purpose Vehicle where they still remain;

(i) That the two Special Purpose Vehicles (Grand Bypass Apartments Limited and Kuruwitu Properties Limited), were incorporated for the specific and limited purpose of conveying interests to respective Beneficiaries and were not used for any other purpose;

(j) With the exception of Langata View Apartments, which receives rental income, none of the other Estate Companies have been operating as trading companies since the demise of the Late Governor;

(k) It was not possible for the Estate to be used as proxies or for any purpose whatsoever;

(l) They have never been used as proxy by any person or for any purpose whatsoever;

(m) They have, throughout their tenure, exercised their mandate as Joint Executors in strict accordance with the Will and the law; and

(n) The three Joint Executors have no common business associations or interests whatsoever and are only associated with each other in their capacities as Executors of the Will.

(13) A **Mr. Joshua Karianjahi Waiganjo** submitted a sworn affidavit dated 2nd October, 2024 stating that:

(a) He is a director of Morani Manufacturers Limited, a company involved in the production of animal feed;

(b) The company is named in Ground 7 of the Special motion as a proxy allegedly used by H.E. the Deputy President for money laundering, concealing proceeds of crime, and influence peddling. However, no specific details or evidence have been provided to support these claims;

(c) Morani Manufacturers was incorporated on 13th October, 2021, with him as the sole director and shareholder.

(d) As of 30th October, 2022, the company's bank account balance was Kshs. 592.20, and by August 1, 2024, the balance was Kshs. 2,442.20, with no further transactions since then.

(e) The company conducted a single transaction on May 11, 2022, for Kshs. 132,300/-. However, due to an inability to source sufficient materials for production, business operations became unsustainable, and the company ceased further activities.

(f) On 19th May, 2022, he transferred 200 shares of the company to the spouse and a son of H.E. the Deputy President. Neither has participated in any company transactions or operations since their appointment as directors. Additionally, the company has remained dormant since their involvement; and

(g) The inclusion of the company in the Special motion without supporting evidence has damaged the reputation of the company and its directors.

(14) The **NARC Kenya Youth League** submitted that the impeachment Special Motion against the Deputy President offers the country an opportunity to look at the functionality of the current executive arm of government and that Kenyans have no confidence in the current government.

(15) The **Western Development Initiative Association (Wedia)** submitted that the President and the Deputy President should iron out their differences without necessarily involving the whole country.

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REPUBLIC OF KENYA

THIRTEENTH PARLIAMENT – THIRD SESSION – 2024

THE NATIONAL ASSEMBLY

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REPORT OF

PUBLIC PARTICIPATION ON THE PROPOSED REMOVAL FROM OFFICE, BY IMPEACHMENT, OF HIS EXCELLENCY RIGATHI GACHAGUA, EGH, THE DEPUTY PRESIDENT OF THE REPUBLIC OF KENYA

{ANNEXURES}

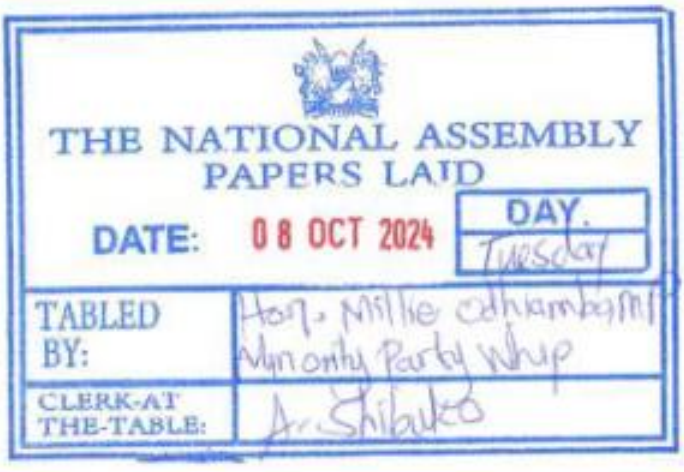
THE NATIONAL ASSEMBLY
PAPERS LAID
DATE: 08 OCT 2024 DAY. TUESDAY
TABLED BY: Hon. MILLIE ODHIAMBO MEMBER, HBC
CLERK-AT THE-TABLE: ANNE SHABUKO

CLERK'S CHAMBERS
PARLIAMENT BUILDINGS
NAIROBI

OCTOBER, 2024

ANNEXURE 1

COMMUNICATION FROM THE CHAIR (NO. 046 OF 2024) ON NOTICE OF MOTION FOR PROPOSED REMOVAL FROM OFFICE, BY IMPEACHMENT, OF H.E. RIGATHI GACHAGUA, EGH, AS THE DEPUTY PRESIDENT OF THE REPUBLIC OF KENYA



Annex 1

REPUBLIC OF KENYA

THIRTEENTH PARLIAMENT - (THIRD SESSION)
THE NATIONAL ASSEMBLY

COMMUNICATION FROM THE CHAIR

(No. 046 of 2024)

ON

NOTICE OF MOTION FOR PROPOSED REMOVAL FROM OFFICE, BY IMPEACHMENT, OF H.E. RIGATHI GACHAGUA, EGH, AS THE DEPUTY PRESIDENT OF THE REPUBLIC OF KENYA

Honourable Members,

1. Pursuant to Article 150(1)(b) of the Constitution and Standing Orders 64 and 65, I wish to notify the House that I am in receipt of a Notice of a Special Motion, dated **Thursday, 26th September, 2024 and received on Friday, 27th September, 2024** from the Member for Kibwezi West Constituency, the **Hon. Eckomas Mwengi Mutuse, M.P.** The Hon. Member seeks a resolution of the House for the removal from office, by impeachment, of **H.E. Rigathi Gachagua, EGH, as the Deputy President of the Republic of Kenya**.

2. **Honourable Members,** Article 150(1)(b) of the Constitution provides as follows, and I quote—

"150. (1) The Deputy President may be removed from office—

(a) .....

(b) on impeachment—

(i) on the ground of a gross violation of a provision of this Constitution or any other law;

(ii) where there are serious reasons to believe that the Deputy President has committed a crime under national or international law; or

(iii) for gross misconduct."

3. The Notice of the Special Motion by the Member for Kibwezi West seeks a resolution of the House for the removal from office, by impeachment, of our Deputy President on **the grounds specified under Article 150(1)(b) of the Constitution** and sets out the particulars in respect of each ground.

4. **Honourable Members,** the Special Motion before the House presents an unprecedented constitutional moment in our democracy. Without doubt, it summons this House to test, for the first time under the 2010 Constitution, the provisions of our Constitution relating to the removal from office, by impeachment, of our Deputy President.

5. It will be recalled that during the term of the 6th Parliament on 27th April 1989, the then Members for Embakasi, the Hon. David Mwenje successfully moved the House to pass a Vote of No Confidence in the **then Vice-President and Minister for Home Affairs, H.E. Josphat Karanja**. The Motion received an affirmative resolution of the House.

6. **Honourable Members,** It is instructive to note that upon the promulgation of the new Constitution of Kenya in August 2010, the then office of the Vice-President assumed a new clothing as the office of the Deputy President. This new clothing embedded in it a new manner of election, assumption of office and removal from office of the Second-in-Command.

7. Whereas the previous Constitution conferred upon the President the power to appoint and remove the Vice-President, **the Constitution of Kenya 2010 shifted the removal of the Deputy President to Parliament.** This lays the ground for the notice of the Special Motion by the Member for Kibwezi West.

8. **Honourable Members,** Standing Order 64(2), relating to removal, by impeachment, requires the Speaker to dispose of a Special Motion **within three days of receipt of notice by a Member**. Standing Order 64(2) as read in the light of Articles 259(5) and (6) of the Constitution, gives the Speaker the deadline of **today, Tuesday 1st October, 2024** to notify the House of receipt of the Special Motion and its admissibility or otherwise.

9. **Honourable Members,** having notified the House of the Special Motion, I will now highlight the preliminary procedural and legal requirements relating to processing a Special Motion for removal from office, by impeachment, of the Deputy President.

10. Article 150(2) of the Constitution provides that the provisions of Article 145 of the Constitution shall apply, with the necessary modifications, to the removal from office, by impeachment, of the Deputy President. In particular, Article 145(1) of the Constitution provides that–

> ***"a member of the National Assembly, supported by at least one third of all the members, may move a motion for impeachment of the President –***
>
> ***(a) on the ground of a gross violation of a provision of the Constitution or of any other law;***
>
> ***(b) where there are serious reasons for believing that the President has committed a crime under national or international law; or***
>
> ***(c) for gross misconduct."***

11. Procedurally, Standing Order 64(1) provides that–

> ***"Before giving notice of motion under Article 150 of the Constitution, a Member shall deliver to the Clerk a copy of the proposed motion in writing—***
>
> ***(a) stating the grounds and particulars in terms of Article 145(1) of the Constitution upon which the proposed motion is made;***
>
> ***(b) signed by the Member; and***
>
> ***(c) signed in support by at least a third of all the Members."***

12. Further, **Honourable Members,** Standing Order 64(1A) lays out the criteria for admissibility of grounds for removal from state office. For clarity, Standing Order 64(1A) states and I quote-

> ***(1A) The grounds specified in a motion under this Standing Order shall be admissible if—***
>
> ***(a) framed clearly to particularize and disclose a gross violation of the Constitution or other written law, where gross violation of the Constitution or other written law is indicated as a ground for the intended removal;***
>
> ***(b) stating with precision, the provisions of the Constitution or other written law that are alleged to have been grossly violated, where gross violation of the Constitution or other written law is indicated as a ground for the intended removal; and***
>
> ***(c) accompanied by necessary evidence, including annexures or sworn testimonies in respect of the allegations.***

13. The foregoing procedural and legal requirements for processing Special Motions are buttressed by precedents and jurisprudence in various Speaker's Rulings and Court decisions.

14. **Honourable Members,** today, I will refrain from re-stating the jurisprudence and focus on determining the admissibility of the Notice of the proposed Special Motion filed by the Member for Kibwezi West. In determining the admissibility of the Special Motion, I am required to examine its **form, threshold, framing of the grounds** and **attachment of the necessary evidence.**

15. Standing Order 64(1) provides for the criteria for determining **whether the proposed motion meets the requirements of the Constitution and the Standing Orders as to form and the threshold.** On form, it should—

> ***(a) be in writing;***
>
> ***(b) state the grounds and particulars in terms of Article 150(1)(b) of the Constitution upon which the proposed motion is made;***
>
> ***(c) be signed by the Member; and***

(d) be signed in support by at least one-third of all the Members of the Assembly.

16. Having examined the Notice of the Special Motion by the Member for Kibwezi West, **I find that the Special Motion meets the requirements relating to form and threshold set out in the in Articles 145(1) and 150(1)(b) of the Constitution and Standing Order 64(1)**. I have also satisfied myself that the number of Members who have appended their signatures in support of the Special Motion exceed the minimum threshold of 117 Members of this House.

17. Honourable Members, with regard to admissibility of the grounds set out in the Special Motion, I am guided by Standing Orders 64(1A), which provides that the grounds specified in a Special Motion shall be admissible if—

(a) framed clearly to particularize and disclose a gross violation of the Constitution or other written law, where gross violation of the Constitution or other written law is indicated as a ground for the intended removal;

(b) stating with precision, the provisions of the Constitution or other written law that are alleged to have been grossly violated, where gross violation of the Constitution or other written law is indicated as a ground for the intended removal; and

(c) accompanied by necessary evidence, including annexures or sworn testimonies in respect of the allegations.

18. Honourable Members, having examined the proposed Special Motion, I note that in keeping with the requirements of Article 150(1)(b) of the Constitution and Standing Order 64(1A), the Member has stated **eleven (11) grounds** for removal from office, by impeachment, of H. E. the Deputy President. In addition, I do note that the Special Motion as submitted to my office also contains the **particulars** upon which the Member seeks to move the House to consider the Special Motion.

19. With respect to evidence, the Member has attached documents, including annexures and a sworn affidavit **to substantiate the grounds stated in the Special Motion.**

20. Consequently, **Honourable Members, I find that the proposed Special Motion by the Hon. Eckomas Mwengi Mutuse, MP. meets the requirements of Articles 145(1) and 150(1)(b) of the Constitution and Standing Orders 64 and 65 with regard to form, threshold and grounds necessary for a Member to move a Special Motion for the proposed removal from office, by impeachment, of the Deputy President.**

21. **Honourable Members,** having determined that the Special Motion is admissible, let me now focus on the next step of giving Notice of the Special Motion to the House. Standing Order 47(4A) provides that, with respect to a motion for removal of person from office, **a Member shall give Notice of Motion in the House within three sitting days following approval by the Speaker.**

22. In the circumstances therefore, the Member for Kibwezi West ought to give Notice of his Special Motion **either today or tomorrow**. Given the nature of timelines applicable to this Special Motion, when we reach Order No. 6, that is '*Notices of Motion*', I will accord an opportunity to the Member for Kibwezi West to give the Notice of the Special Motion. Thereafter, I will give further guidance on the matter.

The House is accordingly guided.

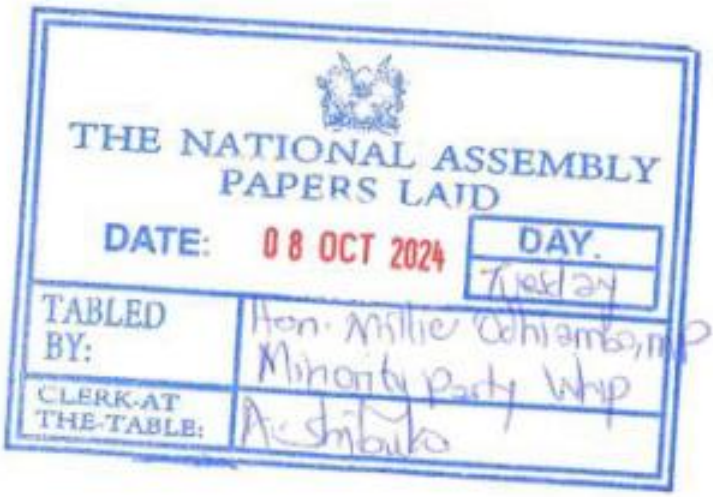
I thank you!

THE RT. HON. (DR.) MOSES F.M. WETANG'ULA, EGH, MP
SPEAKER OF THE NATIONAL ASSEMBLY

Tuesday, 1st October, 2024

ANNEXURE 2

NOTICE OF MOTION FOR THE PROPOSED REMOVAL FROM OFFICE, BY IMPEACHMENT, OF H.E. RIGATHI GACHAGUA, EGH, THE DEPUTY PRESIDENT OF THE REPUBLIC OF KENYA AND SUPPORTING DOCUMENTS



NOTICE OF SPECIAL MOTION

BY

HON. MUTUSE ECKOMAS MWENGI, MEMBER OF PARLIAMENT, KIBWEZI WEST CONSTITUENCY,

30 SEP 2024

FOR

THE REMOVAL FROM OFFICE, BY IMPEACHMENT,

OF

HIS EXCELLENCY RIGATHI GACHAGUA, EGH,

THE DEPUTY PRESIDENT OF THE REPUBLIC OF KENYA

PAPERS LAID
01 OCT 2024
DAY
Tuesday
TABLED
Hon. Mwengi Mutuse, MP
Arastacia Thumbi

REPUBLIC OF KENYA

NATIONAL ASSEMBLY
RECEIVED
27 SEP 2024
CLERK'S OFFICE
P.O Box 41842, NAIROBI

THIRTEENTH PARLIAMENT–THIRD SESSION

THE NATIONAL ASSEMBLY

NOTICE OF SPECIAL MOTION BY HON. MUTUSE ECKOMAS MWENGI, MEMBER OF PARLIAMENT, KIBWEZI WEST CONSTITUENCY, FOR THE REMOVAL FROM OFFICE, BY IMPEACHMENT, OF HIS EXCELLENCY RIGATHI GACHAGUA, EGH, THE DEPUTY PRESIDENT OF THE REPUBLIC OF KENYA

PURSUANT to the provisions of **Article 150 (1) (b)** and **(2)** and **Article 145** of the **Constitution** and **Standing Orders 64** and **65** of the Standing Orders of the National Assembly of the Republic of Kenya, **THIS HOUSE RESOLVES** to Remove from Office, by Impeachment, **HIS EXCELLENCY RIGATHI GACHAGUA, EGH** the Deputy President of the Republic of Kenya on **THE FOLLOWING GROUNDS:**

THE NATIONAL ASSEMBLY
PAPERS LAID
DATE: 01 OCT 2024
DAY: Tuesday
TABLED BY: Hon Mutuse, MP
CLERK AT THE TABLE: Anastacia Thuo Jr

PART A: GROSS VIOLATION OF THE CONSTITUTION OR ANY OTHER LAW PURSUANT TO ARTICLE 150 (1) (b) (i) OF THE CONSTITUTION

GROUND 1: GROSS VIOLATION OF ARTICLES 10 (2) (A), (B) AND (C); 27 (4), 73 (1) (A) AND (2) (B); 75 (1) (C), AND 129 (2) OF THE CONSTITUTION AND ARTICLES 147 (1), AS READ WITH ARTICLE 131 (2) (C) AND (D) OF THE CONSTITUTION

1 The ***Preamble*** of the Constitution provides (among other things) that the people of Kenya ***adopted*** and ***enacted*** it—

(a) being proud of the ***ethnic***, ***cultural***, ***and religious diversity***, and a determination to ***live in peace and unity*** as one indivisible sovereign nation; and

(b) recognising the aspirations of all Kenyans for a government based on the essential values of ***human rights***, ***equality***, ***freedom***, ***democracy***, ***social justice*** and ***the rule of law***.

2 The Preamble of the Constitution is supplemented by ***Article 10 (2) (a)***, ***(b)*** and ***(c) of the Constitution***, which establishes the core national values and principles of governance that bind all State Officers (including the Deputy President).

3 These values and principles include patriotism, human dignity, national unity, equity, social justice, inclusiveness, non-discrimination, equality, human rights, protection of the marginalised, democracy, and good governance.

4 Moreover, ***Articles 73 (1) (a)*** and ***(2) (b)*** of ***the Constitution*** establish ***responsibilities of leadership***. They provide that the authority assigned to a state officer (such as the Deputy President) is a ***public trust*** to be exercised in a manner that is ***consistent with*** the purpose and objects of the Constitution, ***demonstrates respect for the people***, ***brings honour to the nation and dignity to the office*** and promotes ***public confidence*** in the integrity of the office.

5 Also, **Article 27 (4)** of **the Constitution** prohibits **all forms of discrimination**, including discrimination based on **ethnic or social origin**, conscience, belief, language **and birth**.

6 Further, **Article 73 (2) (b)** of **the Constitution** provides that decision-making should be objective and impartial and should not be influenced by **favouritism and improper motives**.

7 Furthermore, **Article 75 (1) (c)** of **the Constitution** provides that a State Officer should behave, "whether in public and official life, in private life, or in association with other persons," in a manner that **avoids demeaning the office** he holds.

8 Therefore, as a matter of **constitutional compliance**, the Deputy President of the Republic of Kenya, who is **the principal assistant to the President** of the Republic of Kenya, **is required—**

(a) to promote the constitutional core values such as **peace and unity of all Kenyans** in the context of ethnic, cultural, and religious diversity, patriotism, national unity, rule of law, democracy and participation of the people, equity, social

justice, inclusiveness, equality, human rights, non-discrimination and protection of the marginalised; and good governance;

(b) to ***respect and uphold representation of Kenya's multi-ethnic and culturally diverse society*** through the promotion of equality and affording equal opportunities to all Kenyans in appointments to the public service and allocation of public resources; and

(c) to ***make, promote, and implement public policy decisions that do not discriminate*** against any Kenyan based on conscience, ethnic or social origin, language or birth.

9 **HOWEVER**, on diverse dates **throughout the last two years**, His Excellency Rigathi Gachagua **has persistently made utterances threatening to discriminate**, exclude and unlawfully deny sections of the people of Kenya and regions of the Republic of Kenya equal opportunities for public service appointments and allocation of public resources.

10 Besides, **the utterances are highly inflammatory and inciteful and significantly undermine national unity and the peaceful co-existence** of Kenya's diverse communities.

11 **To illustrate—**

(a) Sometime in **2023**, at a public forum in Kajiado County within the Republic of Kenya, His Excellency Rigathi Gachagua

made ***highly inflammatory and inciteful public pronouncements*** to the effect that the '**Government of Kenya is a company**' and that the allocation of government development projects and public sector jobs are based on '**shares**' *determined by how the populace of the various ethnic communities voted in the 2022 general election.* Specifically, he stated as follows—

> *"A Government is like a company, there is shareholding. Kuna wale who have invested a lot of shares, kuna wale wameweka kidogo, kuna wale wamekataa, lakini wote ni wakenya. So ndio tukasema, kama wewe umeenda kupanda mahindi, ama wacha nipeane example ya ng'ombe kwa sababu niko Kajiado. Wewe uko na ng'ombe yako ya maziwa, hio ng'ombe imezaliwa ikiwa njaù umeichunga vizuri, umepatia majani, umenunulia dairy meal, umepatia chumvi, umepeleka kwa malisho, umepatia maji, imezaa, imeanza kukamuliwa. Wewe unatakiwa kwanza ukuwe mutu ya kwanza kukamua hiyo ng'ombe na kunywa maziwa."*

12 His Excellency Rigathi Gachagua emphasised the divisive and inciteful narrative embodied in the above utterances as follows—

"Haiwezekani mtu ambaye alikua anakupigia kelele ukichunga hii ng'ombe, na kusema hii ng'ombe ni ile ya kienyeji hakuna haja ya kushugulika naye, hii ng'ombe ni bure haiwezi kutoa maziwa, hii ng'ombe ata ikipona jicho moja, wachana nayo unapoteza wakati. Saa ile ng'ombe imezaa imetoa maziwa...amekuja na kikombe, amekuja na sufuria, anataka atolewe maziwa. Mimi nikasema hiyo haiwezekani. Nikasema yule mwenye hii ng'ombe na kuichunga na kuitunza, kwanza akamue maziwa, yeye na watoto wake wakunywe, ile itabaki aitie majirani. Ata yule alikuwa anapiga kelele akisema hii ng'ombe ni bure na haiwezekani kama kunayo imebaki pia apewe, kama hakuna imebaki atembee. Si hiyo namna hiyo?"

13 His Excellency Rigathi Gachagua made similar remarks at another public forum as follows—

"A Government is like a company, I did not say it is a company, I said it is like a company. In every company, there are shares: preferential shares and ordinary shares. When there is an AGM, non-shareholders do not vote or attend the AGM. When there are dividends to be divided, they are divided according to the number of shares. That is the truth."

14 His Excellency Rigathi Gachagua continued the inciteful and divisive utterances at yet another forum where he stated as follows—

> *"Sisi lazima tungeangalia nyinyi. Hii serikali ni kampuni na ni ya shares. Sindio? Ni ya shares. Kuna wenye kampuni, wale wako na shares mingi, wale wako na chache. Kuna wale hawana. Sasa nyinyi muli invest kwa hii kampuni ya William Ruto na Rigathi Gachagua, sasa lazima mvune. Yule ambaye alipanda, atafanya nini? Si mulipanda? Si muliamuka mapema?"*

15 At another forum in Nandi County, His Excellency Rigathi Gachagua continued the same divisive and inciteful narrative as follows—

> *" Raisa ako pale niko hapo. Huyu Felix ako hapo...Mimi mnanijua msimamo wangu. Ya kwamba watoto wakiwa wengi, kuna wale kwanza ya kuangaliwa. Si mnajua? Sasa huyu Felix ako pale, ndiye kuunganisha mawaya. Mambo yenu tumepanga. Mambo iko sawa. Chakula iko jikoni, karibu kuiva. Watoto ni wengi, chakula ni kidogo. Iko watoto ya nyumbani, iko wa Jirani. Iko namna hio. Na nyinyi mtulie. Chakula ikiiva, sisi ndiyo wenye kupakua. Na Watoto tunawajua kwa sura na kwa msimamo. Hatuwezi kuwa confused. Kuna mtu hajui watoto wake? Na wiki inakuja, tutatangaza*

hatua kali ile tutachukua, na ile maneno tumepanga..."

16 In addition, in **September 2024**, during a public rally in Nairobi, His Excellency Rigathi Gachagua made public utterances that incited other communities against the ethnic communities that live around the Mt Kenya region by stating as follows—

"Na mimi mkaniambia nimsaidie Rais kwa kazi! Lakini nikiwa hapo kwa serikari, nikue pia nikichunga mambo ya watu wa mlima! Niendelee kuchunga mambo ya mulima, ama nisichunge? Sasa hio kuchunga mambo ya mulima, inaniletea matatizo. Ati naambiwa mimi ni mkabila! Mimi ni mkabila kweli? Nikichunga mambo ya watu wa mlima, hiko makosa? Hiko makosa?"

17 His Excellency Rigathi Gachagua's utterances throughout the past two years **undermine the promotion of national unity** in the context of Kenyan society's multi-ethnic demography and multi-cultural diversity. In addition, *they have the potential to alienate, isolate, and create disharmony among the various ethnic communities of Kenya.*

18 **IN SUMMARY**, His Excellency Rigathi Gachagua's abovementioned utterances over the last two years **are impeachable offences** to the extent that they grossly violate ***Articles 10 (2) (a), (b) and (c); 27 (4), 73 (1) (a)*** and ***(2) (b); 75 (1) (c), and 129 (2)*** of ***the Constitution*** and ***Article 147 (1)***, as read with ***Article 131 (2) (c)*** and ***(d)*** of ***the***

Constitution. Specifically, His Excellency Rigathi Gachagua's divisive and inciteful public utterances over the last two years —

(a) are ***incompatible with the high calling and dignified status*** of the office of the Deputy President of the Republic of Kenya.

(b) can ***stir ethnic hatred*** and promote ***ethnic balkanisation*** of the Republic of Kenya.

(c) falsely alluded to ***a non-existent government policy*** to discriminate and marginalise the populace of the regions and tribes that did not vote for the current administration in the 2022 general elections.

Annexed to this Motion are the various video clips that prove the allegations above.

GROUND 2: GROSS VIOLATION OF ARTICLES 147 (1) AND 152 (1) OF THE CONSTITUTION

19 **Article 147 (1)** of **the Constitution** provides that the Deputy President "shall be the principal assistant of the President and shall deputise for the President in the execution of the President's functions."

20 In addition, **Article 152 (1) of the Constitution** states that the Deputy President is a member of the Cabinet.

21 On various dates **throughout the last two years**, His Excellency Rigathi Gachagua **undermined the President and the Cabinet and the effective discharge of the national government's executive mandate**

by making unilateral public statements that were inconsistent with policy positions collectively adopted by the Government.

22 **To illustrate—**

(a) On or around **30th April 2024**, the ***Cabinet passed a resolution*** for the evacuation of people residing along the Nairobi River.

(b) Shortly after that, His Excellency Rigathi Gachagua ***made a public statement opposing the Nairobi River Riparian Evacuation Orders***, which the Cabinet had sanctioned for public safety and climate change mitigation. His Excellency Rigathi Gachagua made contradictory public statements despite being a Member of the Cabinet and being assigned the function of superintending the Nairobi River Riparian Evacuation Order.

23 In addition, His Excellency Rigathi Gachagua has ***on several occasions throughout the last two years, made public statements contradicting the President on critical matters*** of governance and the exercise of the President's function as a symbol of national unity.

24 To illustrate—

(a) In ***March 2023***, at a public forum in the Nyanza region, the President said Kenya belongs to all, notwithstanding how people voted in the 2022 general elections, and that he would ensure the government does not discriminate against anyone. However, His Excellency Rigathi Gachagua, speaking after the President at another public forum, contradicted him by saying that ***Kenya is a***

company in which the provision of government services is based on ***shares***.

(b) His Excellency Rigathi Gachagua has made numerous other utterances at public forums, where he publicly restates the divisive narrative that ***Kenya is a company*** in which the rights of citizens are ***based on shares*** determined by how various ethnic communities voted in the 2022 general elections.

25 His Excellency Rigathi Gachagua's unilateral, divisive and inciteful public statements ***are impeachable offences to the extent that—***

(a) They undermine the effective discharge of the national government's executive mandate.

(b) They violate the doctrine of collective responsibility.

(c) They are equivalent to insubordination of the President, which is incompatible with his constitutional status as the ***Principal Assistant to the President*** of the Republic of Kenya.

Annexed to this Motion are the various video clips and evidence proving this allegation.

GROUND 3: GROSS VIOLATION OF ARTICLES 6 (2), 10 (2) (A), 174, 186 (1), 189 (1) AND THE FOURTH SCHEDULE TO THE CONSTITUTION (UNDERMINING DEVOLUTION)

26 ***Article 10 (2) (a) of the Constitution*** provides that devolution is a fundamental national value and principle of governance. In addition, ***Article 6 (2) of the Constitution*** provides that governments

at the county and national levels are distinct and interdependent and shall conduct their mutual relations based on consultation and cooperation. These provisions are supplemented by ***Article 189 (1)*** of ***the Constitution***, which provides that governments at each level shall perform and exercise their powers *"in a manner that respects the functional and institutional integrity of government at the other level..."*

27 Under ***paragraph 7 (a) of Part 2 of the Fourth Schedule*** to ***the Constitution***, county governments are responsible for trade development and markets as an exclusive function. Moreover, ***the Deputy President chairs the Intergovernmental Budget and Economic Council***, an essential organ for consultation between the two levels of government.

28 On or around ***20th September 2024***, His Excellency Rigathi Gachagua, ***recklessly unmindful of the high calling and dignified status of the Office of the Deputy President of the Republic***, *unlawfully interfered with the running of Nairobi City County Government by holding* ***a public rally in which he incited citizens*** *against lawful directives of the Nairobi City County Government on the planning and relocation of markets.*

29 Further, His Excellency Rigathi Gachagua publicly ***disparaged the leadership of the Nairobi City County Government*** and its decisions.

30 Moreover, His Excellency Rigathi Gachagua ***has interfered with the proper discharge of county governments' constitutional functions*** regarding alcohol control and regulation.

31 His Excellency Rigathi Gachagua's inciteful and demeaning public statements and conduct ***are impeachable offences to the extent that—***

(a) They undermine devolution.

(b) They undercut the functional and institutional integrity of county governments.

(c) They unjustifiably vilify and ridicule the leadership of county governments, especially the Nairobi City County Government.

32 ***Consequently***, His Excellency Rigathi Gachagua has grossly violated Articles 6 (2), 10 (2) (a), 174, 186 (1) and 189 (1) of the Constitution as read with the Fourth Schedule to the Constitution.

Annexed to this Motion are video clips evidencing His Excellency Rigathi Gachagua's inciteful public utterances. Also annexed hereto is a Press Statement issued by the Governor of the Nairobi City County in response to His Excellency Rigathi Gachagua's inflammatory and inciteful utterances.

GROUND 4: GROSS VIOLATION OF 160 (1) OF THE CONSTITUTION (UNDERMINING THE INSTITUTIONAL AND DECISIONAL INDEPENDENCE OF JUDGES)

33 **Article 160 (1)** of **the Constitution** provides that the Judiciary "shall be subject only to this Constitution and the law and shall not be subject

to the control or direction of any person or authority." Many international law instruments, treaties, and principles require the guarantee of the judiciary's independence and require all government officers and institutions to respect and observe it.

34 **In 2023**, His Excellency Rigathi Gachagua, recklessly unmindful of the high calling and dignified status of the Office of the Deputy President of the Republic of Kenya and the need to respect, protect and uphold the independence of the Judiciary, **made a scathing public attack against the Honourable Lady Justice Esther Maina, Judge of the High Court of Kenya**, and falsely threatened to file a petition for the removal of the said Judge in gross violation of **Article 160 (5)** of the Constitution.

35 **The Honourable Judge had presided over a case in which His Excellency Rigathi Gachagua was a party** and had, in the lawful performance of her judicial function, **ordered His Excellency Rigathi Gachagua to forfeit to the State the sum of KShs.200 million, which she had found to be proceeds of corruption and money laundering**.

36 His Excellency Rigathi Gachagua's **public attacks against the Judge are impeachable offences** to the extent that they undermine the functional and decisional independence of judges.

ANNEXED TO THIS MOTION IS EVIDENCE PROVING THIS ALLEGATION.

GROUND 5: GROSS VIOLATION OF ARTICLES 3 (1) AND 148 (5) (A) OF THE CONSTITUTION (BREACH OF THE OATHS OF OFFICE AND ALLEGIANCE)

37 His Excellency Rigathi Gachagua's actions and utterances outlined in ***Grounds 1. 2. 3*** and ***4*** of this Motion constitute a gross violation of ***Article 3 (1)*** of ***the Constitution***, which requires every person to respect, uphold and defend ***the Constitution***. Further, the actions and utterances of His Excellency Rigathi Gachagua grossly violate ***Article 148 (5) (a)*** of ***the Constitution***, which prescribes the ***Oath of Allegiance*** of the Office of the Deputy President that obligates the Deputy President to obey, preserve, protect and defend ***the Constitution*** and all other laws.

PART B: SERIOUS REASONS TO BELIEVE THAT THE DEPUTY PRESIDENT HAS COMMITTED A CRIME UNDER NATIONAL LAW PURSUANT TO ARTICLE 150 (1) (b) (ii) OF THE CONSTITUTION

GROUND 6: SERIOUS REASONS TO BELIEVE THAT HIS EXCELLENCY RIGATHI GACHAGUA HAS COMMITTED CRIMES UNDER SECTIONS 13 (1) (A) AND 62 OF THE NATIONAL COHESION AND INTEGRATION ACT

38 ***Section 13*** of the ***National Cohesion and Integration Act*** provides that *it is an offence for any person to use threatening, abusive or insulting words or behaviour where the person intends to* ***stir up feelings of ethnic contempt, hatred, hostility, violence or discrimination***. The section also makes it an offence to use such words

or engage in such behaviour when, having regard to all the circumstances, ethnic hatred is likely to be stirred up.

39 Besides, ***section 62*** of the ***National Cohesion and Integration Act*** states that *a person commits an offence when the person makes statements that are intended (or are likely) to* ***stir up feelings of ethnic contempt, hatred, hostility, violence or discrimination***.

40 His Excellency Rigathi Gachagua's persistent inflammatory, reckless, inciteful public utterances over the last two years, the details of which are set out in ***Grounds 1, 2, 3*** and ***4*** of this Motion, establish serious reasons to believe that he has committed crimes under ***section 13 (1)*** and ***62*** of the ***National Cohesion and Integration Act***.

GROUND 7: SERIOUS REASONS TO BELIEVE THAT HIS EXCELLENCY RIGATHI GACHAGUA HAS COMMITTED CRIMES UNDER SECTIONS 45 (1), 46, 47A (3), AND 48 (1) OF THE ANTI-CORRUPTION AND ECONOMIC CRIMES ACT AND SECTIONS 2, 3, 4, AND 7 OF THE PROCEEDS OF CRIME AND ANTI-MONEY LAUNDERING ACT

41 For the past two years, His Excellency Rigathi Gachagua ***has inexplicably amassed a humongous property portfolio*** estimated at ***KShs.5.2 billion***, primarily from proceeds of corruption and money laundering.

42 The value of the property and wealth that His Excellency Rigathi Gachagua has acquired over the last two years ***is incompatible with***

his known legitimate income (i.e., KShs.Twelve Million per annum or thereabouts).

43 His Excellency Rigathi Gachagua has acquired the abovementioned property and wealth ***using his two sons, Kevin Rigathi Gachagua ('Kevin Gachagua') and Keith Ikinu Rigathi ('Keith Ikinu') and other close family members and associates as proxies***.

44 His Excellency Rigathi Gachagua and his proxies (especially the two sons) ***have used the following companies*** to massively launder money, conceal proceeds of crime, corruption, and benefit from influence peddling—

S/No.	Company	Date of Incorporation	Shareholders
1.	**Spirit Way Limited (PVT-Y2ULDMKY)**	14/11/2023	Dorcas Wanjiku Rigathi–Director/Shareholder/Beneficial Owner–100 Shares
2.	**Fortis Vis Group Limited (PVT-MKUMAKEE)**	14/02/2023	Kevin Rigathi Gachagua–50 Shares Keith Ikinu Rigathi–50 Shares
3.	**Grand Bypass Apartments Limited (PVT-5JUZEKL8)**	11/01/2024	Rigathi Gachagua–Director John Mwai Mathenge (7676931)–Director Peter Njoroge Regeru (4686103)–Director

S/No.	Company	Date of Incorporation	Shareholders
			Vipingo Beach Resort Limited (C.159289)–Shareholder–1 Share
4.	**Kuruwitu Properties Limited (PVT-EYUBKG83)**	26/04/2023	Vipingo Beach Resort Limited (C.159289)–Shareholder–1000 Shares John Mwai Mathenge
5.	**The Anansi Collective (BN-JRCG76AG)**	29/03/2021	Keith Ikuni Rigathi
6.	**Biovet (K) Limited (CPR/2009/4880)**	10/06/2009	Rigathi Gachagua–200 Shares Dorcas Wanjiku Rigathi–200 Shares
7.	**Calvary Creed International Limited (CPR/2015/186154)**	16/04/2015	Rigathi Gachagua–50 Shares Dorcas Wanjiku Rigathi–950 Shares
8.	**Cosmere Venture Limited (PVT-Q7ULE6Z)**	26/02/2018	Herman Thuita Maina–200 Shares James Mwangi Kagotho–50 Shares Kevin Rigathi Gachagua–250 Shares Keith Ikinu Rigathi–50 Shares Irene Nyanjau Wachira–250 Shares David Kipkemboi Muthamia–200 Shares
9.	**Crystal Kenya Limited (CPR/2009/4898)**	12/06/2009	Kevin Rigathi Gachagua–200 Shares Keith Ikinu Rigathi–200 Shares

S/No.	Company	Date of Incorporation	Shareholders
10.	**Delta Merchants Limited (CPR/2009/4874)**	09/06/2009	Rigathi Gachagua–200 Shares Dorcas Wanjiku Rigathi–200 Shares
11.	**Vipingo Beach Resort Limited (C.159289)**	05/08/2008	Kevin Rigathi Gachagua–Director Keith Ikinu Rigathi–Director Estate of the deceased James Nderitu Gachagua–Shareholder 10,000 Shares
12.	**Rigathi Gachagua Foundation (CLG-XXFXRG)**	11/11/2022	Rigathi Gachagua
13.	**Dorcas Rigathi Foundation (CLG-G9FV2G)**	19/10/2022	Kevin Rigathi Gachagua Keith Ikinu Rigathi Dorcas Wanjiku Rigathi Nancy Wambui Kangethe
14.	**Heartland Supplies Limited (CPR/2009/4881)**	11/06/2009	Rigathi Gachagua–Director/Shareholder–200 Shares Dorcas Wanjiku Rigathi–Director/Shareholder–200 Shares
15.	**Karandi Farm Limited (C.94303)**	25/06/2001	Rigathi Gachagua – Director/Shareholder–700 Shares

S/No.	Company	Date of Incorporation	Shareholders
			Dorcas Wanjiku Rigathi-Director/Shareholder-100 Shares
16.	**Morani Manufacturers Limited (PVT-8LU7Q8GD)**	13/10/2021	Dorcas Wanjiku Rigathi-Director/Shareholder-200 Shares Keith Ikinu Rigathi-Director/Shareholder-200 Shares Joshua Karianjahi Waiganjo-Director/Shareholder -600 Shares Grace Wachuka Mwangi-Beneficial Owner
17.	**Mothers of the Land Limited (CLG-55FD3B)**	01/12/2021	Louiza Njeri Wanjiru-Director/Member Caroline Jepkemboi Waiyaki-Director/Member Lucy Njuguini Mutegi-Director/Member Dorcas Wanjiku Rigathi-Director/Member
18.	**Pioneer Medical (K) Limited (CPR/2009/4910)**	09/06/2009	Rigathi Gachagua-Director/Shareholder-200 Shares Dorcas Wanjiku Rigathi-Director/Shareholder-200 Shares

S/No.	Company	Date of Incorporation	Shareholders
19.	**Ridor Furniture Mart Limited (C.141876)**	18/07/2007	Rigathi Gachagua–Director/Shareholder–500 Shares Dorcas Wanjiku Rigathi–Director/Shareholder–500 Shares
20.	**Royal Crimson Ventures Limited (PVT-LRU2QZL)**	26/02/2018	Kevin Rigathi Gachagua–Director/Shareholder -400 Shares Keith Ikinu Rigathi–Director/Shareholder -400 Shares Peter Kangangi Githaiga–Director/Shareholder–200 Shares
21.	**Technical Supplies and Services (K) Limited (CPR/2009/4895)**	06/06/2009	Rigathi Gachagua–Director/Shareholder–400 Shares Francis Muchiri Wanguo–Director
22.	**Wamunyoro Investments Limited (C.93670)**	23/04/2001	Kevin Rigathi Gachagua–Director/Shareholder–1 share Keith Ikinu Rigathi–Director/Shareholder–1 share

45 **To illustrate—**

(a) In **November 2023**, Crystal Kenya Limited (number 9 in the above table), a proxy company of His Excellency Rigathi

Gachagua, purchased ***Outspan Hotel***, situated at ***Nyeri Municipality Block/1/1669***, from Aberdare Safari Hotels for ***KShs.535,000,000.00***. The Directors of Crystal Kenya Limited are the sons of His Excellency Rigathi Gachagua, namely Kevin Gachagua and Keith Ikinu. Sometimes, in ***August 2024***, His Excellency Rigathi Gachagua publicly admitted that his family had acquired this property.

(b) In ***November 2023***, Kevin Gachagua and Keith Ikinu, the proxies of His Excellency Rigathi Gachagua, acquired ***Treetops Lodge***, a high-end hotel situated in Nyeri County. Sometimes, in ***August 2024***, His Excellency Rigathi Gachagua publicly admitted that his family had acquired this property.

(c) His Excellency Rigathi Gachagua and his proxies also acquired ***Olive Gardens Hotel*** and ***Queens Gate Serviced Apartments*** in Nairobi.

(d) His Excellency Rigathi Gachagua acquired ***Vipingo Beach Resort***, in Kilifi County.

(e) His Excellency Rigathi Gachagua acquired a parcel of land known as ***Ruguru/Kiamariga/1223*** in Mathira East Constituency, where he constructed a helicopter landing facility.

(f) His Excellency Rigathi Gachagua acquired approximately ***40 acres*** of land in Kakuret in Kamburaini in Nyeri County.

(g) His Excellency Rigathi Gachagua acquired ***80 acres*** of land in Meru County.

(h) His Excellency Rigathi Gachagua acquired ***a dairy farm*** in Nyandarua County.

(i) Additionally, His Excellency Rigathi Gachagua used his office of Deputy President to exert influence and connive with unscrupulous Ministry of Lands officials to issue ***an allotment letter to Wamunyoro Investments Limited***, a company that he owns to acquire ***L. R. 209/12077 and LR 90923***, situated at Embakasi in Nairobi whose value is estimated at ***KShs.1.5 billion*** or thereabouts. After that, this company used the fraudulently acquired documents to support a court case at the expense of the legitimate owner of the property.

(j) Moreover, companies associated with His Excellency Rigathi Gachagua and his proxies were involved in ***the KEMSA KShs.3.7 billion irregular procurement of Malaria nets*** that put the lives of millions of Kenyans at risk.

(k) In addition, His Excellency Rigathi Gachagua has used the office of Deputy President to corruptly influence ***unnecessary and expensive renovation of his official residence*** in Karen and Mombasa running into millions of shillings. In essence, His Excellency Rigathi Gachagua has chosen personal comfort, extreme luxury, and pomposity at the expense of service delivery to the people of Kenya.

(l) ***The following are images of some of the properties*** that His Excellency Rigathi Gachagua has acquired from proceeds of corruption, influence peddling, and money laundering—

S/NO.	NAME AND ADDRESS	IMAGE
1.	Treetops Hotel, located in Nyeri.	
2.	Outspan Hotel, located in Aberdare Ranges	
3.	Olive Gardens Hotel, Argwings Kodhek Road	

4.	**Vipingo Beach Resort**	

46 Additionally, His Excellency Rigathi Gachagua has ***the following proxy companies*** to trade with the office he holds:

(a) AgroBriq Investment Limited

47 It is a private limited company incorporated in Kenya on ***28th May 2017*** under certificate number PVT-RXUP6E. The company deals in building and construction. The company's directors/shareholders are—

(a) Rudani Mayurkumar Mahendrabhai.

(b) Patel Ankitkumar Hasmukhbhai, a non-Kenyan national.

48 The company operates a bank account (number withheld for data protection reasons) at Sidian Bank, opened on ***19th February 2022***, with the company directors as the account signatories. On ***18th October 2022***. Bhavika Nathalal Hirani was added as an account signatory and given full mandate to operate the account. Bhavika Nathalal Hirani is a proxy of His Excellency Rigathi Gachagua.

49 On ***23rd January 2023***, the company account received a transfer of ***KShs.47,015,367.75*** from the Executive Office of the Deputy President. The payment was supported by—

(a) Notification of Award Letter Ref ODP/ADM.1/57 Vo.IV (70) dated ***16th December 2022*** from the Office of the Deputy President to ***Agrobriq Investment Limited*** for the proposed Refurbishment of Deputy President's official residence at Karen, at a cost of **KShs.55,559,520.00.**

(b) Payment Voucher of ***KShs.55,133,265.92*** was received on 10/01/2023 as the 1st Interim payment in respect of the contract ODP/RT/001/2022-2023.

(c) An agreement letter dated ***22nd December 2022*** between Office of Deputy President and ***Agrobriq Investment Limited*** for the proposed renovation of Deputy President's official residence in Karen. Bhavika Nathalal Hirani signed the document as a Director of Agrobriq Investment Limited.

50 On ***23rd January 2023***, the funds were suspiciously transferred through a transfer of ***KShs.45,000,000.00*** to a related entity (i.e., Vaghjiyani Enterprises Limited).

51 Shockingly, ***the account had been dormant for around nine months*** before it received the payment from the office of the Deputy President, adding to the reasonable suspicion that it was a special-purpose vehicle to siphon funds for His Excellency Rigathi Gachagua.

(b) Lusona Events Limited

52 This is an events management company that was registered on **30th October 2012** under certificate number CPR/2012/87037. The company directors are—

(a) Esther Wanjiru Njenga.

(b) Cecilia Muthoni Njenga.

53 The company operates two bank accounts at the **SBM Bank**, which it opened **in 2015**. The company's directors are account signatories. **Ian Njuguna Gitata** was also introduced as an account signatory and is the sole account operator, pointing to the likelihood that he is the beneficial owner.

54 Between **1st January 2024** and **11th July 2024**, the account at SBM Bank received a total of **KShs.100,262,821.43** from the Office of the Deputy President, characterised by the receipt of multiple transfers.

55 On **2nd July 2024**, the Deputy President's Office paid Lusona Events Limited part of the abovementioned proceeds of corruption and money laundering **in eight transactions in a single day as follows**—

S/No	Date	Amount
1.	2-JULY-2024	2,946,900.00
2.	2-JULY-2024	4,806,639.00
3.	2-JULY-2024	4,679,130.00

S/No	Date	Amount
4.	2-JULY-2024	2,955,450.00
5.	2-JULY-2024	3,374,400.00
6.	2-JULY-2024	5,451,912.40
7.	2-JULY-2024	3,582,536.50
8.	2-JULY-2024	3,840,625.60

56 A ***substantial portion of the KShs.100,262,821.43 was used for luxurious largesse and unnecessary expenditure*** for carpets, etc., laid down for the Deputy President's functions.

57 Some of the funds were utilised as follows—

(a) Ian Gitata made ***KShs.22,800,000.00*** in ***cash withdrawals***. Some of the withdrawals were declared as cash to pay undisclosed beneficiaries. It was suspicious why they preferred cash payments as opposed to bank transfers.

(b) ***KShs.4,000,000.00*** transferred to a law firm.

(c) ***KShs.26,993,350.00*** Investment in fixed-term deposits as follows—

(i) On 27th May 2024, ***KShs.9,993,350.00***

(ii) On 11th July 2024, ***KShs.17,000,000.00***

58 The utilisation of funds was reasonably believed to be an act of corruption and money laundering, as ***most of the money was withdrawn in cash rather than bank transfers***, which is the custom for huge payments. His Excellency Rigathi Gachagua is reasonably suspected to be the principal beneficiary of these dubious transactions.

(c) St. Nicholas Rehabilitation and Industrial Training Institute Limited

59 The company was incorporated on ***8th April 2021*** under registration number PVT-AAACMO4. It deals with student rehabilitation and industrial training, trading as St Nicholas Rehabilitation Centre and Psychiatric Hospital. The sole company director is Nicholas Mugambi Maingi. The company operates an account at Equity Bank, opened on ***18th August 2017***, with the company director as the sole account signatory.

60 Between ***1st March 2024*** and ***5th June 2024***, the account received a total of ***KShs.21,060,000.00*** from office from the Office of the Deputy President. The funds were suspiciously utilised as follows—

(a) ***KShs.2,000,000.00*** was allegedly used to purchase a white Toyota Prado from ***Umarali Motors Limited*** for ***KShs.8.5 million***.

(b) Another ***KShs.4,000,000.00*** was suspiciously transferred to Nicholas Maingi's account. A cash trail in the personal account revealed that upon receipt of the funds, Nicholas

made a transfer of ***KShs.4,660,000.00*** to Umarali Motors Limited on ***21st March 2024***. The purported payment to Umarali Motors Limited using two routes raises reasonable suspicion of corruption and money laundering.

61 Further, prior to receipt of the two payments from the Office of the Deputy President, the account was transacting in minimal accounts, raising suspicions that the entire transaction was a conduit used by His Excellency Rigathi Gachagua to siphon public funds. The payment scheme used typifies money laundering transactions.

62 **FROM THE MATTERS OUTLINED IN THE PRECEDING PARTS OF THIS MOTION**, it is patently clear that there are serious reasons to believe that His Excellency Rigathi Gachagua, the Deputy President of the Republic of Kenya, using his state office has committed gross economic crimes, namely conflict of interest, abuse of office, conspiracy to commit crimes under—

(a) ***sections 45 (1) (a), 46, 47A (3),*** and ***48 (1)*** of the Anti-Corruption and Economic Crimes Act.

(b) ***sections 2, 3, 4,*** and ***7*** of the Proceeds of Crime and Anti-Money Laundering Act.

Annexed to this Motion is evidence that supports this allegation.

GROUND 8: SERIOUS REASONS TO BELIEVE THAT HIS EXCELLENCY RIGATHI GACHAGUA HAS COMMITTED CRIMES UNDER SECTION 132 OF THE PENAL CODE AND SECTION 29 OF THE LEADERSHIP AND INTEGRITY ACT

63 His Excellency Rigathi Gachagua has ***continuously misled members of the public*** through false, malicious, divisive and inciteful remarks that are contrary to the provisions of ***section 132*** of ***the Penal Code*** and ***section 29*** of ***the Leadership and Integrity Act***.

64 **To illustrate—**

(a) sometime in ***January 2024***, His Excellency Rigathi Gachagua made a sensational but false accusation that ***Hon. Justice Esther Maina, Judge of the High Court of Kenya, had engaged in corruption***. He publicly said he would present a petition for the removal of the said judge (which he has not done to date), leading to the inevitable conclusion that he knew his allegations were false.

(b) On or around ***26th June 2024***, His Excellency Rigathi Gachagua recklessly and unmindful of the high calling and dignified status of the Office of the Deputy President of the Republic and his membership to the National Security Council, both being positions that require one to be a discrete and tempered leader, especially during moments of national crisis, addressed Kenyans on live television in Mombasa County and publicly made sensational statements against the National Intelligence Service

(an essential national security organ), its Director General, and officers. The following is an excerpt of part of his speech:

> *'The* Director General of the National Intelligence Service, Noordin Haji, was a junior officer in the National Intelligence Service before he was *appointed as DPP. When he was appointed to the office of the Director General, because of his inferiority complex, he chased away all the people who were senior to him when he was in the Service, therefore, crippling the capacity of that service and making it dysfunctional. Three Directors were chased away and reassigned to desk jobs in Ministries across Government. Thirteen Assistant Directors, men and women with proven track record of intelligence collection and analysis, were removed from the National Intelligence Service, leaving a shell under a clueless Director General who has no capacity to run the organisation. And that is why the security sector was caught off guard by the intensity, the anger of the Kenyan people, the agitation of the Kenyan people, the resilience of the Kenyan people.'*

Annexed to this Motion is evidence of this allegation.

PART C: GROSS MISCONDUCT PURSUANT TO ARTICLE 150 (1) (b) (iii) OF THE CONSTITUTION

GROUND 9: GROSS MISCONDUCT (PUBLIC ATTACKS ON THE NATIONAL SECURITY INTELLIGENCE SERVICE AND ITS OFFICERS)

65 The phrase "***gross misconduct***" generally refers to behaviour that is "***very unpleasant***," "***disgusting***," or "***very rude***" (see the Oxford Advanced Learners Dictionary). Therefore, public attacks against an essential national security organ in circumstances that require one to be discreet and tempered constitute gross misconduct.

66 On or around ***26th June 2024***, His Excellency Rigathi Gachagua, the Deputy President of the Republic of Kenya, ***unmindful of the high calling and dignified status of the Office of the Deputy President of the Republic and his membership to the National Security Council***, both being positions that require a leader to be discreet and tempered, especially during moments of national crisis, ***addressed Kenyans on live television in Mombasa County and made a scathing attack on the National Intelligence Service*** (an essential national security organ).

67 His Excellency Rigathi Gachagua extended the extremely reckless personal attacks to the Director General of the institution.

68 With the unprecedented acts, His Excellency Rigathi Gachagua ***acted in a manner that is incompatible with the high calling and dignified status of the Office of the Deputy President*** and member of

the Cabinet and the National Security Council (*refer to the excerpt in* ***Ground 8*** *of this Motion*).

69 The attacks against the National Intelligence Service and its Director General ***constitute gross misconduct and an impeachable offence to the extent that—***

(a) They are incompatible with the high calling and dignified status of the Office of the Deputy President of the Republic of Kenya.

(b) They undermine national security from both internal and external points of view.

(c) They are incompatible with the effective discharge of the delicate and sensitive mandate of the National Intelligence Service.

(d) They had the potential, given the circumstances prevailing in the country at the time, to significantly diminish public confidence in the viability of the Kenyan state and its ability to protect the lives and properties of its citizens.

(e) They go against the constitutionally prescribed oath of allegiance of the Office of the Deputy President under ***Article 148 (5) (a)*** of ***the Constitution***, which requires the Deputy President to obey, preserve, protect and defend ***the Constitution*** and all other laws.

Annexed to this Motion are video clips evidencing the inflammatory, reckless, inciteful public statements.

GROUND 10: GROSS MISCONDUCT (INSUBORDINATION)

70 As stated in **Ground 9** of this Motion, the phrase "***gross misconduct***" generally refers to behaviour that is "***very unpleasant***," "***disgusting***," or "***very rude***" (see the Oxford Advanced Learners Dictionary). Therefore, ***open or public insubordination of the President***, who is the Head of State and Government under our constitutional framework, is gross misconduct.

71 As stated in the preceding parts of this Motion, ***Article 147 (1)*** of ***the Constitution*** designates the Deputy President as the ***principal assistant of the President*** who shall deputise for the President in the execution of the President's functions.

72 His Excellency Rigathi Gachagua ***has persistently undermined, demeaned, and committed insubordination instead of assisting the President*** in executing the State executive mandate. Instead, he has opted to run a smear campaign against the presidency for political expediency.

73 Further, whereas ***Article 147 (2)*** of ***the Constitution*** requires the Deputy President to perform the functions conferred by the Constitution and any other functions that the President may assign, His Excellency Rigathi Gachagua is ***openly sabotaging the State's efforts in agriculture***, including the coffee, tea, sugar and milk sectors which the President tasked him to oversee.

74 **To illustrate—**

(a) His Excellency Rigathi Gachagua has connived with cartels in the tea sector to block the Kenya Tea Development Agency from implementing guaranteed minimum returns that would benefit smallholder tea farmers.

(b) His Excellency Rigathi Gachagua has influenced his family members, allies, associates, and proxies to take control of a local cooperative society (name withheld) in Mathira, which they are financially haemorrhaging.

Annexed to this Motion is evidence of this allegation.

GROUND 11: GROSS MISCONDUCT (BULLYING)

75 As stated in **Ground 9** of this Motion, the phrase "***gross misconduct***" generally refers to behaviour that is "***very unpleasant***," "***disgusting***," or "***very rude***" (see the Oxford Advanced Learners Dictionary).

76 ***Section 34*** of ***the Leadership and Integrity Act*** provides that a State officer shall not bully any person. "***Bullying***" includes repeated offensive behaviour that is vindictive, cruel, malicious or humiliating and is intended to undermine a person.

77 For ***the past two years***, His Excellency Rigathi Gachagua has persistently bullied state and public officers.

78 ***To illustrate—***

(a) His Excellency Rigathi Gachagua ***bullied Kenya Medical Supplies Agency officials into awarding a tender for the supply of mosquito nets to Crystal Limited***, his proxy company. Crystal

Limited had submitted a fake bid bond with the sole intention of fraudulently acquiring public property.

(b) His Excellency Rigathi Gachagua routinely bullies ***public officers in national security organs***, whom he subjects to public attacks and humiliation.

(c) His Excellency Rigathi Gachagua routinely ***summons procurement officers in ministries and state institutions*** and instructs them to direct the procurement of goods and services in a specific manner.

(d) ***In the presidency***, His Excellency Rigathi Gachagua identified public officers who he thinks stand in his way of creating dominance within government and political kingship, and he has severely threatened, intimidated, and harassed them.

(e) ***In 2023***, His Excellency Rigathi Gachagua used his position as the Deputy President to intimidate public officers and a contractor and divert materials meant for the construction of the Kilifi—Malindi Road to tarmac a private road to Vipingo Beach Resort, a hotel associated with him.

(f) His Excellency Rigathi Gachagua uses his constitutional power as Deputy President solely to implement sectarian, parochial, and personal interests that seek to profit him.

PART D: CONCLUSION

79 In the preceding parts of this Motion and the evidence annexed to this Motion, I have outlined ***eleven grounds*** for the removal from office by impeachment of His Excellency Rigathi Gachagua.

80 Each Ground of impeachment contains sufficient particulars and evidence to prove that His Excellency Rigathi Gachagua ***has grossly violated the Constitution and other national laws throughout the last two years***.

81 Additionally, I have attached satisfactory and compelling evidence of serious ***reasons to believe that His Excellency Rigathi Gachagua has committed high crimes under various national laws***, including but not limited to—

(a) The Anti-Corruption and Economic Crimes Act.

(b) The Proceeds of Crime and Anti-Money Laundering Act.

(c) The Leadership and Integrity Act.

(d) The National Cohesion and Integration Act.

82 Finally, the conduct of His Excellency Rigathi Gachagua, as depicted in this Motion—

(a) Is unethical, deplorable and reprehensible.

(b) Is ***incompatible with the high calling and dignified status*** of the Office of Deputy President of the Republic of Kenya.

(c) Is ***a ticking time bomb*** to the extent that it has the potential to plunge the country into ***ethnic hatred and strife***.

83 **GIVEN THE MATTERS OUTLINED IN THE PRECEDING PARTS OF THIS MOTION**, I humbly urge Parliament to uphold this Motion to the following effect that:

> ***PURSUANT*** *to the provisions of* ***Article 150 (1) (b)*** *and* ***(2)*** *and* ***Article 145*** *of* ***the Constitution*** *and* ***Standing Orders 64*** *and* ***65*** *of the Standing Orders of the National Assembly of the Republic of Kenya,* ***THIS HOUSE RESOLVES*** *to Remove from Office, by Impeachment,* ***HIS EXCELLENCY RIGATHI GACHAGUA, EGH*** *the Deputy President of the Republic of Kenya.*

SIGNED AT THE NATIONAL ASSEMBLY ON 26K **SEPTEMBER 2024**

.....

HON. MUTUSE ECKOMAS MWENGI
(MEMBER OF PARLIAMENT, KIBWEZI WEST CONSTITUENCY)

REPUBLIC OF KENYA

THIRTEENTH PARLIAMENT–THIRD SESSION

THE NATIONAL ASSEMBLY

AFFIDAVIT IN SUPPORT OF THE SPECIAL MOTION FOR THE REMOVAL FROM OFFICE, BY IMPEACHMENT, OF HIS EXCELLENCY RIGATHI GACHAGUA, EGH, THE DEPUTY PRESIDENT OF THE REPUBLIC OF KENYA

I, **HON. MUTUSE ECKOMAS MWENGI**, an adult male of sound mind residing and working for gain in Nairobi and Makueni Counties of the Republic of Kenya, **MAKE OATH AND SOLEMNLY STATE AS FOLLOWS—**

1 I am a Member of the National Assembly of the Republic of Kenya ("**the Assembly**") representing **Kibwezi West Constituency**.

2 I have personal knowledge of the matters set in the Motion for the Removal from Office, by Impeachment, of HIS EXCELLENCY RIGATHI GACHAGUA, EGH, the Deputy President of the Republic of Kenya ("**the Deputy President**"), and hence competent to swear this Affidavit.

3 On or around **2nd September 2024**, I began collecting and collating evidence to support the Motion. This was inspired by complaints about His Excellency Rigathi Gachagua's ***persistent discreditable and dishonourable acts and omissions over the last two years, each and all***

of which amount to gross violations of the Constitution, gross violations of other national laws and gross misconduct over the last two years.

4 I downloaded the videos alluded to in the Motion ("**the videos**") from the internet using an HP Desktop Computer with Serial Number 00330—80000—00000—AA627 ("**the HP Desktop Computer**").

5 The Videos are in the public domain, as multiple television stations of national coverage have recorded the relevant events.

6 His Excellency Rigathi Gachagua's violations of the Constitution and laws of Kenya and misconduct are matters of general notoriety.

7 I transferred the videos onto the USB Flash Drive presented herewith using the HP Desktop Computer.

8 I also collected and collated the documents and other forms of evidence alluded to in the Motion, copies of which are annexed hereto as part of the Motion and marked as "**Exhibits**."

9 When I signed this affidavit, I verified the authenticity, accuracy, availability, and downloadability of the videos from the World Wide Web.

10 I earnestly believe that the videos accurately and verifiably depict His Excellency Rigathi Gachagua's public utterances on the various occasions alluded to in the Motion.

11 I earnestly believe that His Excellency Rigathi Gachagua's public utterances, as captured in the videos, are matters of general notoriety.

12 The HP Desktop Computer was in good working condition at all times relevant to the downloading, transfer and saving of the videos.

13 The HP Desktop Computer was under the exclusive access, custody, control and use of authorised people at all times relevant to the downloading, transfer and saving of the videos.

14 The HP Desktop Computer performed all the relevant tasks seamlessly and free from all malware, technical defects, human sabotage and any other shortcomings that would distort or otherwise affect the accuracy and reliability of the electronic evidence embodied in the videos.

15 I urge Parliament to treat this Affidavit as a Certificate for purposes of **section 106 (B)** of **the Evidence Act** and all other legal requirements governing the admissibility of photographic and electronic evidence.

16 I swear this Affidavit in support of the Motion.

17 I humbly urge all Members of Parliament to approve the Motion.

18 The depositions in this Affidavit and the averments in the Motion are accurate to the best of my knowledge and belief, save where I have relied on advice or information whose sources are disclosed.

SWORN at **NAIROBI** by the said
HON. MUTUSE ECKOMAS MWENGI
On...26th...**SEPTEMBER**.....2024

.....
(**Deponent**)

BEFORE ME:

THE NATIONAL ASSEMBLY
LAID
DATE: 01 OCT 2024 DAY. Tuesday
TABLED BY: Hon. Mwengi Mutuse, MP
CLERK AT THE TABLE: Anastacia Thumbi

LIST OF MEMBERS OF THE NATIONAL ASSEMBLY IN SUPPORT OF THE SPECIAL MOTION OF REMOVAL FROM OFFICE, BY IMPEACHMENT, OF H.E. RIGATHI GACHAGUA, EGH, THE DEPUTY PRESIDENT OF THE REPUBLIC OF KENYA

S/NO.	NAME	CONSTITUENCY/COUNTY	SIGNATURE
1.	ECKOMAS MWENGI MUTUSE	KIBWEZI WEST	
2.	Owen Yaa Baya, CBS.	Kilifi North	
3.	JAPHETH NYAKUNDI	Kitutu Chache North.	
4.	Mathias Robi	Kuria West	
5.	Kimani Ichungwah	KIKUYU - KIAMBU	
6.	ABDUL RAHIM DAWOOD	NORTH IMENTI - MERU	
7.	PATRICK MUHENE NYUGA	GAUKA IGAMBANGOMBE	
8.	ERIC WAMUMBI	MATHIRA	
9.	GEORGE KARIUKI	NDIA	
10.	KIILI DANIEL KARUTHO	IGEMBE CENTRAL	
11.	Dorothy Muthoni Ikiara	MERU COUNTY	
12.	MWANGI KIUNJURI	LAIKIPIA EAST	MWANGI
13.	MPURU ABURI	TIGANIA EAST	

LIST OF MEMBERS OF THE NATIONAL ASSEMBLY IN SUPPORT OF THE SPECIAL MOTION OF REMOVAL FROM OFFICE, BY IMPEACHMENT, OF H.E. RIGATHI GACHAGUA, EGH, THE DEPUTY PRESIDENT OF THE REPUBLIC OF KENYA

S/NO.	NAME	CONSTITUENCY/COUNTY	SIGNATURE
14.	Elizabeth Karambu Kailemia	MERU	[signature]
15.	EDWIN MUGO GICHUKI	MATHIOYA	[signature]
16.	RINDIKIRI NUGAMBA	BUURI	[signature]
17.	JANE KAGIRI	LAIKIPIA	[signature]
18.	ANNE MURATHA	KIAMBU	[signature]
19.	JOHN PAUL MWIRIGI	IGEMBE SOUTH	[signature]
20.	[illegible]	[illegible]	[signature]
21.	JOHN KIRAGU	LIMURU KIAMBU	[signature]
22.	Mary Maingi	MWEA-KIRINYAGA	[signature]
23.	Alice Ngangei	Thika Town	[signature]
24.	[illegible]	Othaya	[signature]
25.	MACHUA WAITHAKA	KIAMBU TOWN	[signature]
26.	KURIA KIMANI	MOLO	[signature]

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S/NO.	NAME	CONSTITUENCY/COUNTY	SIGNATURE
27.	GEORGE GITONGA MURUGARA	THARAKA	[signature]
28.	Simon Nganga Kingara	Ruiru	[signature]
29.	JOHN KIARIE WAINAINA	Dagoretti South	[signature]
30.	Shadrack Mwiti	South Imenti	[signature]
31.	Hon. Joseph Wainaina Mpu.	Nomenclature	[signature]
32.	BEAY N MAINA	MURANGA	[signature]
33.	Geoffrey Kiringa Ruku	Mbeere North	[signature]
34.	GG KAGOMBE	GATUNDU SOUTH	[signature]
35.	JULIUS TATTUMU	Igembe North	[signature]
36.	DUNCAN MAINA MAHENGE	NYERI TOWN	[signature]
37.	Kwenya Jhonka	Kinangop	[signature]
38.	John Nguna Wanjiku	Ka'ambaa	[signature]
39.	John Kanyattia Mulunga	Tigania West	[signature]

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S/NO.	NAME	CONSTITUENCY/COUNTY	SIGNATURE
40.	HON JUNET MOHAMED	SUNA EAST	
41.	HON: Mohamed Abdikheir	LAFEY	
42.	HON. YAKUB KUNO	BURA	
43.	HON RICHARD KEN CHONG	KILIFI SOUTH	
44.	HON. ALI WARIO	GARSEN	
45.	HON RUWEIDA OBO	LAMU EAST MP	
46.	HON. KHAMIS CHOME ABDI	VOI	
47.	HON ABUBAKAR AHMED	NOMINATED	
48.	HON ZAM ZAM MOHAMED	MOMBASA	
49.	HON RASHID J. BEDZIMBA	KISAUNI	
50.	HON SAID BUYA HIRIBAE	GALOLE	
51.	HON PETER SHALE	MUMIAS E	
52.	HON PETER MASIKA	SUNA WEST	

LIST OF MEMBERS OF THE NATIONAL ASSEMBLY IN SUPPORT OF THE SPECIAL MOTION OF REMOVAL FROM OFFICE, BY IMPEACHMENT, OF H.E. RIGATHI GACHAGUA, EGH, THE DEPUTY PRESIDENT OF THE REPUBLIC OF KENYA

S/NO.	NAME	CONSTITUENCY/COUNTY	SIGNATURE
53.	HON. MISHI JUMA MBOKO	LUKONI	
54.	HON JOYCE OSORO BENSUDA	HIBAY	
55.	HON FATUMA MASITO	KWALE	
56.	HON. MOHAMED MACHELE	MVITA	
57.	HON ADUMA OWUOR	NYAKACH	
58.	HON. JERUSHA MOMANYI	NYAMIRA	
59.	HON GOGO LILIAN	RANGWE	
60.	MILLIE ODHIAMBO (HON)	SUBA NORTH	
61.	HON. IRENE MAYAKA	NOMINATED	
62.	HON DICK MANYU	LUANDA	
63.	HON JOSHUA ORON	KISUMU CENTRAL	
64.	Hon Walter Owino	Awendo	
65.	Hon. Patrick Oseo	BORABU	

Enlisted

LIST OF MEMBERS OF THE NATIONAL ASSEMBLY IN SUPPORT OF THE SPECIAL MOTION OF REMOVAL FROM OFFICE, BY IMPEACHMENT, OF H.E. RIGATHI GACHAGUA, EGH, THE DEPUTY PRESIDENT OF THE REPUBLIC OF KENYA

S/NO.	NAME	CONSTITUENCY/COUNTY	SIGNATURE
66.	HON. NOLFASON BARONGO	BOMACHOGE BORABU	
67.	HON. MARK OGOLLA NYAMITA	URIRI	
68.	HON. TOM M. ODEGE	NYATIKE	
69.	HON. GISAIRO C OMBAME	KITUTU MASABA	
70.	HON. OKU KALENYA	TESO NORTH	
71.	Hon Rozaan Buyu	KISUMU WEST	
72.	Hon. Charles O. Weve	KASIPUL	
73.	FATUMA MOHAMMED (Hon)	MIGORI COUNTY	
74.	HON. PAUL ABILOR	RONGO	
75.	HON BADU BADU TWALIB	JOMVU	
76.	HON DR CHARLES ONCHOKE	BONCHARI	
77.	Hon. CALEB AMISI LUYAI	SABOTI	
78.	HON ERISHA O. ODHIAMBO	GEM	

LIST OF MEMBERS OF THE NATIONAL ASSEMBLY IN SUPPORT OF THE SPECIAL MOTION OF REMOVAL FROM OFFICE, BY IMPEACHMENT, OF H.E. RIGATHI GACHAGUA, EGH, THE DEPUTY PRESIDENT OF THE REPUBLIC OF KENYA

S/NO.	NAME	CONSTITUENCY/COUNTY	SIGNATURE
79.	Hon. FARAH MAALIM	DADAAB	[signature]
80.	Hon. Eliph Memusi Kanchory	Kajiado Central	[signature]
81.	Hon. KAKUTA MAIMAI HAMISI	KAJIADO EAST	[signature]
82.	Hon. ADEN DAUDI MOHAMED	WAJIR EAST	[signature]
83.	HON RBJ WANJALA	BUDALANG'I	[signature]
84.	HON PETER ORERO	KIBRA	[signature]
85.	Hon Martin Peters Owino	NDHIWA	[signature]
86.	HON GEORGE PETER KALUMA	HOMA BAY TOWN	[signature]
87.	Hon TJ Kejwang	Ruaraka	[signature]
88.	HON. CHIFOROMODO MANGOTLE	LUNGA-LUNGA	[signature]
89.	Hon DOMA DOBAE	KISH	[signature]
90.	Hon. Stephen M. Mogaka	West Mugirango	[signature]
91.	Hon Phelix Odinga Koche	Langata	[signature]

LIST OF MEMBERS OF THE NATIONAL ASSEMBLY IN SUPPORT OF THE SPECIAL MOTION OF REMOVAL FROM OFFICE, BY IMPEACHMENT, OF H.E. RIGATHI GACHAGUA, EGH, THE DEPUTY PRESIDENT OF THE REPUBLIC OF KENYA

S/NO.	NAME	CONSTITUENCY/COUNTY	SIGNATURE
92.	HON. GEOFFREY M. OSANGA	MATAYOS	
93.	HON. TIM WANYONYI	WESTLANDS	
94.	HON CHRISTINE OMBAKA	SIAYA	
95.	Hon Hussein Weytan	Mandera East	
96.	Hon GEORGE MADOA	MAKADARA	
97.	Hon. Joseph M. Oyula	BUTULA.	
98.	HON JOHN BWIRE	TAVETA	
99.	Hon OMAR MWINYI	CHANGAMWE	
100.	Hon Catherine Omanyo	BUSIA	
101.	Hon. DAVSON MWASHAKA	WUNDANYI	
102.	HON INNOCENT MUGABE	LIKUYANI	
103.	Hon Charles Nguna	MALINDI	
104.	HON ELSIE MUHANDA	KAKAMEGA COUNTY	

LIST OF MEMBERS OF THE NATIONAL ASSEMBLY IN SUPPORT OF THE SPECIAL MOTION OF REMOVAL FROM OFFICE, BY IMPEACHMENT, OF H.E. RIGATHI GACHAGUA, EGH, THE DEPUTY PRESIDENT OF THE REPUBLIC OF KENYA

S/NO.	NAME	CONSTITUENCY/COUNTY	SIGNATURE
105.	Hon. J. L. Sunkuli	Kilgoris	[signature]
106.	Hon A. Udgoon Sugaal	Garissa	[signature]
107.	Hon. Dr. John Ariko	Turkana South	[signature]
108.	Hon. Tindi Mwale	Butere	[signature]
109.	Otiende Amollo	Rarieda	[signature]
110.	Hon. Christopher Aseka	Khwisero	[signature]
111.	HON PAUL EKWUM NABUIN	TURKANA NORTH	[signature]
112.	Nicholas Ngikor	Turkana East	[signature]
113.	YUSSUF Mohamed Fanto	Wajir West	[signature]
114.	ABDIKADIR HUSSEIN MOHD	LAGDERA	[signature]
115.	James O. Koyoo	Muhoroni	[signature]
116.	SARAH PAULATA Korere	Laikipia North	[signature]
117.	HON. UMULKHER HARUN MOHAMED	NOMINATED GARISSA	[signature]

[signature]

LIST OF MEMBERS OF THE NATIONAL ASSEMBLY IN SUPPORT OF THE SPECIAL MOTION OF REMOVAL FROM OFFICE, BY IMPEACHMENT, OF H.E. RIGATHI GACHAGUA, EGH, THE DEPUTY PRESIDENT OF THE REPUBLIC OF KENYA

S/NO.	NAME	CONSTITUENCY/COUNTY	SIGNATURE
118.	HON J.W. NYIKAL	SEME	
119.	Daniel MANDUKU	MAUBAR MASABA	
120.	Hon. Mohammed Adow	WAJIR SOUTH	
121.	Hon. Wawo Enyo	North Flon	
122.	HON: Paul Icatana	Icaloleni	
123.	HON MAURICE KAKAI BISAU	KIMININI	
124.	HON. EMMANUEL WANGWE	NAVAKHOLO	
125.	Hon BERNARD M. SHINALI	IKOLOMANI	
126.	Hon Nabwera Nabori	Lugari	
127.	Hon Patrick Makau	MANOKO	
128.	Hon Shakeel Shabbir Ahmed	Kisumu East	
129.	Hon Adan Keynan	Eldas	
130.	HON Fatuma Jehow	Wajir	

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S/NO.	NAME	CONSTITUENCY/COUNTY	SIGNATURE
131.	Hon Amina Mnyazi Laura	Malindi	
132.	HON GETRUDE MBEYU	CWR KILIFI	
133.	HON ADIPO OKUOME	KARACHUONYO	
134.	ABDI OMAR SHURIE	BALAMBALA	
135.	ANTHONY TOM OLUOCH	MATHARE	
136.	Beatrice Elachi	Dagoretti North	
137.	Hon. Samuel Arama	Nakuru Town West	
138.	HON GUYO JALDESA	MOYALE	
139.	Hon. Anthony Kibagendi	KITOTO CHACHE SOUTH	
140.	Hon Samuel Atandi	Alego Usonga	
141.	Hon Ruth Busia	Kisumu County	
142.	HON EVE OBARA	KABONDO KASIPUL	
143.	Hon Johnson Manya Naicca	Mumias West	

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S/NO.	NAME	CONSTITUENCY/COUNTY	SIGNATURE
144.	Kiptegon Johana	Emurua Dikirr	
145.	OMBOKO MILEMBA J	Omihaya.	
146.	MARWA MAISORI	KURIA EAST	
147.	MOSES KIRIMA.	CENTRAL / MERIT	
148.	Lydia Haika Mizighi	Taita - Taveta	
149.	Adan Haji Yussuf	Mandera West	
150.	Mumina Bonaya	Isiolo County	
151.	CHARLES GIMOSE	HAMISI	
152.	Mohamed Tubi	Isiolo South	
153.	Zaheer Jhanda	Nyaribari Chache.	
154.	HON. CLEMENT SLOYA	MP- SABATIA	
155.	Hon Suleka Hulbale Haron	mp- Nominated	
156.	Hon Lekumontar Jackson	M.P - Samburu East	

Bhatwal

LIST OF MEMBERS OF THE NATIONAL ASSEMBLY IN SUPPORT OF THE SPECIAL MOTION OF REMOVAL FROM OFFICE, BY IMPEACHMENT, OF H.E. RIGATHI GACHAGUA, EGH, THE DEPUTY PRESIDENT OF THE REPUBLIC OF KENYA

S/NO.	NAME	CONSTITUENCY/COUNTY	SIGNATURE
157.	HON ANTHONY KENGA MUPE	RABAI	[signature]
158.	Hon Bashir S. Abdullahi	Mandera North	[signature]
159.	Hon Didmus Barasa, MP	Kimilili Constituency	Didmus Barasa
160.	HON MALULU INJENDI	MALAVA	[signature]
161.	HON GEOFFREY MULANYA	NAMBALE	[signature]
162.	HON FREDRICK IKANA	SHINYALU	[signature]
163.	~~Hon Mohammed Adow~~	~~Wajir South~~	[signature]
164.	~~Hon CALEB AMISI LIM~~	~~MP SAMITI~~	[signature]
165.	HON. PETER OSCAR NABULINDO	MATUNGU	[signature]
166.	~~Hon Dick Maugu~~	~~Luanda~~	[signature]
167.	TITUS KHAMALA	Lurambi	[signature]
168.	JOSEPH. H. DENA	NOMINATED ANC	[signature]
169.	E. KIVAI KAGESI	VIHIGA ANC	[signature]

LIST OF MEMBERS OF THE NATIONAL ASSEMBLY IN SUPPORT OF THE SPECIAL MOTION OF REMOVAL FROM OFFICE, BY IMPEACHMENT, OF H.E. RIGATHI GACHAGUA, EGH, THE DEPUTY PRESIDENT OF THE REPUBLIC OF KENYA

S/NO.	NAME	CONSTITUENCY/COUNTY	SIGNATURE
170.	Hon. Vincent Mwayota	Mwala	
171.	Hon. Fabian Kimuli	Kanginda.	
172.	Hon Caleb M Mule	Machakos Town	
173.	Hon Joshua Mwalyo	MASINGA	
174.	Hon Dr Rachael Nyamai	Kitui South	
175.	Hon Nimrod Mbai	Kitui East	
176.	Hon Dido Rasso	Saku	
177.	Hon. Wario Guyo	North Hor	
178.	Hon. Kenneth	Lamu	
179.	Hon. Silvanus Osoro	S. Mugirango	
180.	Hon: ABDISWAMAD K ALI	NOMINATED	
181.	Hon. Abdul Haro	Mandera South	
182.	HON MARY EMAASE	TESO SOUTH	

LIST OF MEMBERS OF THE NATIONAL ASSEMBLY IN SUPPORT OF THE SPECIAL MOTION OF REMOVAL FROM OFFICE, BY IMPEACHMENT, OF H.E. RIGATHI GACHAGUA, EGH, THE DEPUTY PRESIDENT OF THE REPUBLIC OF KENYA

S/NO.	NAME	CONSTITUENCY/COUNTY	SIGNATURE
183.	IRENE NJOKI	BAHATI	
184.	NERART MURIUKI	MBEERE SOUTH	
185.	GEORGE GACHAGUA	NDARAGWA	
186.	STEPHEN KARANJI	LAIKIPIA WEST	
187.	Githua Wamacukuru	Kabete.	
188.	RAHAB MUKAMI WACHIRA.	NYERI	
189.	NJOROGE WAINAINA	Kieni	
190.	ELIJAH NJOROGE KURURIA	Gatundu North	
191.	EPUYO NANOK DANIEL	Turkana West	
192.	Muthoni Marubu Monican	Lamu County	
193.	Kenneth K. Tunguk	Ganze	
194.	MUTHAMA STANLEY	LAMU WEST	
195.	JOSEPH EMATHE NAMUAR	TURKANA CENTRAL	

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S/NO.	NAME	CONSTITUENCY/COUNTY	SIGNATURE
196.	~~Charles Nguna~~	~~Mwingi West~~	
197.	Faith Gitari	Nyandarua	
198.	~~Nicholas Ngikor~~	~~Turkana East~~	
199.	CECILIA ASINYEN NGITIT	TURKANA COUNTY	
200.	Pamela Njoku Mero	Embu county	
201.	Robert Bahil	Yalta	
202.	PROTUS AKUJAH	LOIMA	
203.	Kassim SAWA	MATUGA	
204.	Pauline Leugnis	Samburu	
205.	Hon Dr Robert Pukose	ENDEBESS	
206.	Hon George Sunkuyia	Kajiado west	
207.	~~Hon. Chifuromodo~~	~~Lilondwa~~	
208.	Hon JOASH NYAMOKO	NORTH MUGIRANGO	

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S/NO.	NAME	CONSTITUENCY/COUNTY	SIGNATURE
209.	KITILAY OLE NTUTU	NAROK SOUTH	
210.	Hon Leah Sankaire	Kajiado County	
211.	Lemanken Aramat	Narok East	
212.	Agnes Pareyio	Narok North	APareyio
213.	Gabriel K. Tongoyo	Narok West	
214.	Hon. Rebecca Tunkei	Narok County	
215.	Hon. Catherine Wambilianga	Bungoma County	
216.	John Makali	Kanduyi	
217.	John Chikati	Tongaren	
218.	SUSAN [illegible]	[illegible]	
219.	MBURU KAHANGARA	LARI	
220.	Geoffrey Mandeto	TETU	
221.	RONALD K. KARAURI	KASARANI	

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S/NO.	NAME	CONSTITUENCY/COUNTY	SIGNATURE
222.	Bp. Emeritus Jackson Koagei	Baringo	
223.	Hon Adams Kipsanai	Keiyo North	
224.	Kangogo Bowen	Marakwet East	
225.	Jematiah Sergon	Baringo MP	
226.	William Kamket	TIATY	
227.	CAROLINE NGELECHEI	ELGEYO MARAKWET	
228.	REUBEN KIBOREK	MOGOTIO	
229.	Kimaiyo Gideon	Keiyo south	
230.	Hon Musa C. SIRMA	Eldama Ravine	
231.	HON. JOSEPH KIPKORUS	BARINGO NORTH	
232.	HON JOSHUA KANDIE	BARINGO CENTRAL	
233.	HON CHARLES KAMUREN	BARINGO SOUTH	
234.	HON KOYI JOHN Waluke	Sirisia	

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S/NO.	NAME	CONSTITUENCY/COUNTY	SIGNATURE
235.	HON. RICHARD YEGON	BOMET East/BOMET	
236.	Hon Richard Kilel	Bomet Centra/Bomet	
237.	HON BRIGHTON LEONARD YEGON	KONOIN	
238.	Hon. Amb. FRANCIS K-A- SIGEI	SOTIK/Bomet.	
239.	HON. KIPNGETICH KOECH VICTOR	CHEPALUNGU/BOMET	
240.	HON LINET CHEPKORIR TOTO	BOMET COUNTY	
241.	Hon Justice Kemei	Sigowet/Soin	
242.	Hon. Nelson Koech.	Belgut/Kericho	
243.	Hon Beatrice Kemei	Kericho	
244.	HON Joseph K. CHEROGEI	KIPKELION EAST KERICHO	
245.	Kubet Komugi	Kenchu/Buret	
246.	Hilary Kosgei	KIPKELION NEST	
247.	Hon Benjamin K. Langat	Ainamoi	

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S/NO.	NAME	CONSTITUENCY/COUNTY	SIGNATURE
248.	HON MUTAI ALFRED KIPROWO	KURESOI NORTH	[signature]
249.	LIZA CHELULE	NAIKURU COUNTY MP	[signature]
250.	HON JOSEPH K. TONUI	KURESOI SOUTH	[signature]
251.	HON PAUL K. CHEBOR	RONGAI	[signature]
252.	HON FRED KAPONDI CHESEBE	MT. ELGON	[signature]
253.	HON LILIAN SIYOI	TRANS-NZOIA	[signature]
254.	HON NAOMI JIMO WAQO	Marsabit	[signature]
255.	HON FEISAL ABD BADER	MSAMBWENI	[signature]
256.	Hon. Alfah Mnnies	Bomachuge Chache	[signature]
257.	Hon Dekow Barrow	Garissa Township	[signature]
258.	Hon. Innocent Obiri	Bobasi	[signature]
259.	Hon. Ogolla Gideon	BONDO	[signature]
260.	HON. SABINA CHEGE	NOMINATED	[signature]

[signature]

LIST OF MEMBERS OF THE NATIONAL ASSEMBLY IN SUPPORT OF THE SPECIAL MOTION OF REMOVAL FROM OFFICE, BY IMPEACHMENT, OF H.E. RIGATHI GACHAGUA, EGH, THE DEPUTY PRESIDENT OF THE REPUBLIC OF KENYA

S/NO.	NAME	CONSTITUENCY/COUNTY	SIGNATURE
261.	Hon. Peter Lochakapong	Sigor	
262.	Hon. Samuel M. Chumel	Kapenguria	
263.	Hon Raei C. Kasiwai	West Pokot county	
264.	Hon. David PKOSING	Pokot South	
265.	Hon. TITUS LOTEE	POKOT NORTH - KACHELIBA	
266.	HON JOSEPH SAMAL WOMWA	ISTOLO NORTH	
267.	~~HON CHARLES ONCHUKE~~	~~BANCHARI~~	
268.	Hon. [illegible]	[illegible] North	
269.	HON KARAKE MBIUKI	MAARA	
270.	Hon Martin Pepela	Webuye East	
271.	Wanami Wamboka	Bumula	
272.	DAVID O. OCHIENG	UGENYA	
273.	FERDINAND KEVIN WANYONYI	KWANZA	

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S/NO.	NAME	CONSTITUENCY/COUNTY	SIGNATURE
274.	GLADYS JEPKOSGEI BOSS SHOLLEI	UASIN GISHU	
275.	PAUL KIBICHIY BITGO	CHESUMEI	
276.	MARIANNE KITANY.	ALDAI	
277.	SAMUEL KIPRONO CHEPLONG'A	AINABKOI	
278.	JANET SITIENEI	TURBO	
279.	Muge Jepkosgei Cynthia	NANDI	
280.	JOSSES KOSGEY LELMENGIT	EMGWEN	
281.	DAVID KIPLAGAT	SOY	
282.	JULIUS KIPBINOT	TINDIRET	
283.	Julius K Kuto	Kesses	
284.	Bernard Kitur	Nandi Hills	
285.	PHYLIS BARTOO	MOIBEN	
286.	OSCAR K SUDI	KAPSERET	

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S/NO.	NAME	CONSTITUENCY/COUNTY	SIGNATURE
287.	DAN WANYAMA	WEBUYE WEST	
288.	HON DR ADAGALA BEATRICE	VIHIGA COUNTY	Bady
289.	Hon. Amina DIKA	Tana River	
290.	Hon. Abdi Ali Abdi	IJARA	
291.	Hon. Hussein Abdi Barre	TARBAJ	
292.	HON. GONZI RAI	KIWANGO	
293.	Hon. Ibrahim Abdi Saney	Wajir North	
294.	HON UMUL KER KASSIM	MANDERA COUNTY	
295.	Hon. Salah Farah	FAFI	
296.	Hon. Caroli Omondi	Suba South	
297.	Hon. Robert Gichimu	GICHUGU	
298.	HON. MICHAEL MUCHIRA	OLJOROK	
299.	HON JARED OKELLO	NYANDO	

REPUBLIC OF KENYA

THIRTEENTH PARLIAMENT–THIRD SESSION

THE NATIONAL ASSEMBLY

WITNESS AFFIDAVIT IN SUPPORT OF THE SPECIAL MOTION FOR THE REMOVAL FROM OFFICE, BY IMPEACHMENT, OF HIS EXCELLENCY RIGATHI GACHAGUA, EGH, THE DEPUTY PRESIDENT OF THE REPUBLIC OF KENYA

I, **ANDREW MULWA**, an adult male of sound mind residing and working for gain in Nairobi and Makueni Counties of the Republic of Kenya, **MAKE AN OATH AND SOLEMNLY STATE AS FOLLOWS—**

1 I am the immediate former Chief Executive Officer of the Kenya Medical Supplies Authority ("**KEMSA**"). I was deployed to KEMSA as an Acting CEO following the corruption scandals of **May 2023**.

2 I have personal knowledge and experience of the issues raised in ***paragraphs 45 (j)*** and ***78 (c)*** (in ***Grounds 7*** and ***11***) of the Motion for the Removal from Office, by Impeachment, of His Excellency Rigathi Gachagua, EGH, the Deputy President of the Republic of Kenya. This knowledge and experience, gained during my tenure as the immediate former Chief Executive Officer of the Kenya Medical Supplies Authority, makes me competent to swear this Affidavit.

3 His Excellency Rigathi Gachagua was involved in ***the KEMSA KShs.3.7 billion irregular procurement of Malaria nets*** both directly and through proxies. His proxies were his son, ***Dr. Ikinu Rigathi***, and ***Shobikaa Impex Private Ltd***, an Indian company that was irregularly awarded the tender. The irregularities constrained the donor, the Global Fund, to terminate the procurement proceedings.

4 On or around ***11th July 2023***—

(a) His Excellency Rigathi Gachagua called me from his ***mobile phone number, +254 722 723 687***, on my mobile phone number, ***+254 720 298 228***, and pressured me to surrender to his proxy the ***original bid bond submitted by Shobikaa Impex Ltd*** for the above tender. He told me that he would send a proxy to collect the original bid bond.

(b) ***Dr Ikinu Rigathi***, His Excellency Rigathi Gachagua's son, called and sent me WhatsApp messages from his ***mobile phone number +254 717 871 036***, claiming to be acting for and on the instructions of His Excellency Rigathi Gachagua. He asked for ***Shobikaa Impex Private Ltd's Original Bid Bond*** for the above tender, which he said His Excellency Rigathi Gachagua was trying to collect from KEMSA. Annexed hereto and marked "***AM-1***" are screengrabs of the relevant messages.

(c) Dr Ikinu Rigathi, His Excellency Rigathi Gachagua's son, sent ***Ogora Wilson Okulo*** of ***National Identity Card Number 28642358*** to collect the original bid bond submitted by Shobikaa Impex Ltd.

5 I earnestly believe, based on the circumstances prevailing at the time, that ***the calls from His Excellency Rigathi Gachagua and the calls and WhatsApp messages from Dr Ikinu Rigathi were aimed at interfering with investigations and covering a procurement irregularity*** in which Shobikaa Impex Ltd, which was His Excellency Rigathi Gachagua's proxy in the tender, ***had belatedly sneaked the bid bond into its tender***. Annexed hereto and marked "***AM-2***" are screengrabs of the relevant WhatsApp messages. Also annexed hereto and marked "***AM-3***" is a bundle of relevant correspondence and documents.

6 Given ***the status, power, threats and influence*** of the people involved in the interference with the investigations and coverup of the irregularities surrounding the procurement of treated mosquito nets, I was constrained to surrender the original bid bond to Ogora Wilson Okulo. In short, ***I was caught in a tricky situation, as there was nothing much I could do as a junior government officer*** against a sitting Deputy President of the Republic of Kenya.

7 The depositions in this Affidavit and the averments in the Motion are accurate to the best of my knowledge and belief, save where I have relied on advice or information whose sources are disclosed.

SWORN at **NAIROBI** by the said
ANDREW MULWA
On..26th.....**SEPTEMBER**.....2024

BEFORE ME:

.....
(**Deponent**)

15:42 5G

364 Dr Ikinu Rigathi



Jul 11, 2023

Messages and calls are end-to-end encrypted. No one outside of this chat, not even WhatsApp, can read or listen to them. **Learn more**

Hello. Dr Ikinu Rigathi here. Kindly contact me when possible there is a document for HE we are trying to collect

12:43

Missed voice call at 15:47

Forwarded

Ogora Wilson Okulo 28642358
The person I am sending to kemsa

15:48

The gentleman has been at your office for some time now waiting to collect

15:48

I'm here 15:50

Ask him to come to my office 15:51

Corporate office : 34, Sasnathi Street, Vennainalai post,
Karur - 639006, Tamil Nadu, India.
Ph : +91 4324 220301 Fax: +91 4324 220241
Email : sivasamy@shobikaimpex.com

SHOBIKAA IMPEX PRIVATE LIMITED

12TH JUNE 2023

CHIEF EXECUTIVE OFFICER
KENYA MEDICAL SUPPLIES AUTHORITY
COMMERCIAL STREET, INDUSTRIAL AREA
P.O. BOX 47715, 00100 GPO,
NAIROBI, KENYA

① H.Proc - 13/6/23

Dear Sir/Madam,

RE: NOTIFICATION FOR TENDER NO. GF ATM MAL NFM-2022/2023 OIT-02 - SUPPLY OF LONG-LASTING INSECTICIDAL NETS (LLINS).

Reference is made to the above tender which we participated in and we were unsuccessful, we would wish to collect the original bid bond for the same tender.

Kindly issue the original bid bond to the bearer of this letter on our behalf.

Thank you for your continued support.

② PM - Caroline G.
TNA
14/6

Yours faithful

Shobiksa Impex Private Limited

M.PALANIAPPAN
CHIEF EXECUTIVE OFFICER

SHOBIKAA IMPEX PRIVATE LIMITED KARUR

KEMSA (CEO's Office)
RECEIVED EXTERNAL
13 JUN 2023
Received by: ISAAC
Time:
Action By:
Cc: 9.11

ISO 9001:2015 Certified Company

Factories: Plot No.: 20, 22, 17, SF No.: 558, 559, Athur SIDCO Industrial Estate, Vennainalai (PO), Karur - 639006

KENYA MEDICAL SUPPLIES AUTHORITY

Commercial Street, Industrial Area
P.O. Box 47715, 00100 GPO,
Nairobi, Kenya

Tel: +254 20 3922000, Fax:+254 203922480
GSM +254 719 033000, +254 733 606000
Email: info@kemsa.co.ke

All Correspondence should be addressed to Chief Executive Officer

When replying please quote our ref:

Ref: KEMSA/CEO/PROC/GF-PROC/ (020 Date: 30th June, 2023

Chief Executive Officer
Shobikaa Impex Private Limited
Corporate Office: 34, Sannathi street, Vennaimalai Post
Karur-639006, Tamil Nadu
INDIA
Email; sivasamy@shobikaaimpex.com

Dear Sir/Madam,

RE: REQUEST FOR BID BOND - SHOBIKAA IMPAX PRIVATE LIMITED TENDER NO: GF ATM MAL NFM-2022/2023 OIT - 02 SUPPLY OF LONG LASTING INSECTICIDAL NETS (LLIN'S)

The above subject refers.

Reference is made to your letter dated 12th June 2023 requesting for the release of your Original Bid Bond submitted under Tender No.: GF ATM MAL NFM- 2022/2023 OIT - 02 Supply of Long-Lasting Insecticidal Nets (LLIN'S).

We would like to inform you that the subject tender is currently under investigations and all the documents related to this tender are not under our custody. We have however, written to the Ethics and Anti-corruption Commission to release the Original Bind Bond to facilitate your request.

KEMSA will advise as soon as we get response from the investigating Agency or the document is released back to KEMSA.

Yours faithfully

Dr. Andrew Mulwa
Ag. CHIEF EXECUTIVE OFFICER

72

KENYA MEDICAL SUPPLIES AUTHORITY

Copy

Commercial Street, Industrial Area
P.O. Box 47715, 00100 GPO,
Nairobi, Kenya

KEMSA

Tel: +254 20 3922000, Fax: +254 20 3922400
GSM +254 719 033000, +254 733 686000
Email: info@kemsa.co.ke

All Correspondence should be addressed to Chief Executive Officer

When replying please quote our ref:

Ref: KEMSA/CEO/PROC/GF-PROC/ (01)

Date: 30th June, 2023

ETHICS AND ANTI-CORRUPTION COMMISSION
P. O. BOX 61130 - 00200 NAIROBI
30 JUN 2023
RECORDS MANAGEMENT OFFICE
Tel: 0729888881/2/3 0736996600/33
Email: eacc@integrity.go.ke

General Twalib Mbarak
Chief Executive Officer
Ethics and Anti-Corruption Commission
Integrity Centre (Jakaya Kikwete/Valley Road Junction)
P.O Box 61130 -00200
NAIROBI

Dear CEO,

RE: REQUEST FOR BID BOND FOR SHOBIKAA IMPAX PRIVATE LIMITED TENDER NO: GF ATM MAL NFM-2022/2023 OIT - 02 SUPPLY OF LONG LASTING INSECTICIDAL NETS (LLIN'S)

The above subject refers.

We are in receipt of a letter dated 12th June 2023 from Shobikaa Impex Private Limited requesting for their Original Bid Bond submitted under Tender No.: GF ATM MAL NFM- 2022/2023 OIT - 02 for supply of Long-Lasting Insecticidal Nets (LLIN'S). *(Copy attached for ease of reference)*

All the documents related to this tender were submitted to your office as requested.

To help us respond to the supplier, we request your office to release the Original Bid Bond as per the bidder's request.

Yours Sincerely,

Dr. Andrew Mulwa
Ag. CHIEF EXECUTIVE OFFICER

Encl:

KENYA MEDICAL SUPPLIES AUTHORITY

Commercial Street, Industrial Area
P.O. Box 47715, 00100 GPO,
Nairobi, Kenya

Tel: +254 20 3922000, Fax:+254 203922400
GSM +254 719 033000, +254 733 606600
Email: info@kemsa.co.ke

All Correspondence should be addressed to Chief Executive Officer

When replying please quote our ref:

Ref: KEMSA/GF-PROC/23(01 Date: 11th July, 2023

Chief Executive Officer
Shobikaa Impex Private Limited
Corporate Office: 34, Sannathi street,
Vennaimalai Post
Karur-639006, Tamil Nadu
INDIA
Email; sivasamy@shobikaaimpex.com

Dear Sir/Madam,

REF.: DISCHARGE OF ORIGINAL TENDER SECURITY - TENDER NO.: GF ATM NFM - 2022/2023 – SUPPLY LONG LASTING INSECTICIDAL NETS (LLINs)

Reference is made to your letter dated 12th June 2023, on the above mentioned tender requesting for the Original Bid Bond and response from Ethics and Anti-Corruption Commission (EACC) on our letter Ref: KEMSA/CEO/PROC/CF-PROC/(01) dated 30th June 2023.

Following your request, the EACC handed over the Original Bid Bond, **Security Ref. No.: NMO: FEX:70:121 dated 20th February 2023, of USD 500,000.00**

You may however, be required to provide the said document as and when required.

Yours faithfully,

Dr. Andrew Mulwa
Ag. CHIEF EXECUTIVE OFFICER

Please sign below to acknowledge receipt of the same;

Received by: ...WILSON OKULO OMORA Company:...SHOBIKA.....

Signature: ..... Date: ...11/7/2023.....

75

C. Mugo
23/02/2023

Bank of Baroda (Kenya) Ltd.

NMO:FEX:70:121

20th February 2023

Kenya Medical Supplies Authority
13 Commercial Street Industrial Area
P O BOX 47715 00100
NAIROBI KENYA

PDI
FYNA
23/2/23

Dear Sir/Madam,

BID BOND GUARANTEE NO. 9590FGBID000123 FOR USD 500,000.00

By this bond **M/S. Shobikaa Impex Private Limited** (Name Of Tenderer) as principal (here in after called the principal) and Bank of Baroda (Kenya) Ltd, having our registered office at 29 Koinange Street, Baroda House, P.O. Box 30033-00100, Nairobi GPO, Kenya authorized to transact business in Kenya as surety (hereinaftercalled the surety) are held and firmly bound unto Kenya Medical Supplies Authority (KEMSA) as oblige (here in after called the procuring entity) in the sum of **USD.500,000/(US Dollars Five Hundred Thousands Only)** for the payment of which sum well and truly to be made we the said principal and surety bind ourselves our successors and as signs jointly and severally firmly by these presents.

Whereas the principal has submitted or will submit a written tender to the procuring entity dated the 16th day of February 2023 for the supply of tender NO.GF ATM MAL NFM 2022/2023 OIT 02 supply of long posting insecticidal NETS (LLINS) (name of contract) (herein after called the tender).

Now therefore the condition of this obligation is such that if the principal

(A) Has withdrawn its tender during the period of tender validity set forth in the principal s form of tender (the tender validity period) or any extension there to be provided by the principal OR
(B) Having been notified of the acceptance of its tender by the procuring entity during the tender validity period or any extension thereto provided by the principal

I. Failed to execute the contract agreement OR

has failed to furnish the performance security in accordance with the instructions to tenderers(itt) of the procuring entity s tendering document. Then the surety under takes to immediately pay to the procuring entity up to the above amount upon receipt of the procuring entity s first written demand without the procuring entity having to substantiate its demand provided that in its demand the procuring entity shall state that the demand arises from the occurrence of any of the above vents specifying which event(s) has occurred.

The surety hereby agrees that its obligation will remain in full force and effect up to and including the date 30 days after the date of expiration of the tender validity period set forth in the principal s form of tender i.e. up to 22/08/2023 or any extension thereto provided by the principal.

Notwithstanding anything to the contrary contained herein

1) Our liability under this bank guarantee shall not exceed USD.500,000/(US Dollars Five Hundred Thousands Only)
2) This bank guarantee shall be valid up to 22/08/2023 and
3) We are liable to pay the guarantee amount or any part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before 22/08/2023.

In testimony where of the principal and the surety have caused these presents to be executed in the irrespective names this 16th day of February 2023.

The amount of the bond shall be denominated in the currency of Kenya or the equivalent amount in a freely convertible currency.

This guarantee is subject to the uniform rules for demand guarantee (URDG) ICC publication 758.

Issued at 29, Koinange Street, Nairobi, for and on behalf of Bank of Baroda (K) Ltd with effect from 20th February 2023.

Original Collected by
Name: Wilson Okulo
Company: Shobikaa Impex Private Limited
Signature
Date: 11/7/23

Charles M. Nyamai
Manager, Credit

Vijaya Kumar
Branch Head

21 FEB 2023
Monical

10/03/2023

KENYA MEDICAL SUPPLIES AUTHORITY
GLOBAL FUND PROCUREMENT MANAGEMENT UNIT
10 MAR 2023
SIGN

REPUBLIC OF KENYA

THIRTEENTH PARLIAMENT–THIRD SESSION

THE NATIONAL ASSEMBLY

WITNESS AFFIDAVIT IN SUPPORT OF THE SPECIAL MOTION FOR THE REMOVAL FROM OFFICE, BY IMPEACHMENT, OF HIS EXCELLENCY RIGATHI GACHAGUA, EGH, THE DEPUTY PRESIDENT OF THE REPUBLIC OF KENYA

I, **MERCY WANJAU**, an adult female of sound mind residing and working for gain in Nairobi County of the Republic of Kenya, **MAKE AN OATH AND SOLEMNLY STATE AS FOLLOWS—**

1 I am the secretary to the Cabinet of the Republic of Kenya. Given the nature of the office I hold, I have personal knowledge of the existence and contents of resolutions and policy positions adopted by the Cabinet.

2 I have personal knowledge of the issues raised in ***Grounds 2*** and ***10*** of the Motion (in ***paragraphs 21, 22, 70, 71, 72*** and ***73***). Accordingly, I am competent to swear this Affidavit.

3 On ***30th April 2024***, the Cabinet adopted a resolution/policy on "***Nairobi Rivers Regeneration and Flood Mitigation***." The resolution/policy was communicated to all relevant cabinet secretaries, principal

secretaries, and government agencies, including the office of the Deputy President, for implementation.

4 The Cabinet resolution/policy—

(a) Directed the immediate mapping of the Nairobi Rivers Corridor and the designation of a 30-meter riparian land statutory cutline as well as the 60-meter river planning corridors on both sides of the river. The mapping was to be done jointly by—

(i) The Ministry of Lands, Public Works, Housing and Urban Development.

(ii) The Nairobi City County Government.

(iii) The Water Resources Authority (WRA).

(b) Approved the removal of all existing structures/buildings along the 30-meter riparian land area within the identified flood hot-spot areas, with effect from **2nd May 2024**.

(c) Approved the Operation Plan for relocation of people from the danger zones along Mathare, Nairobi and Ngong Rivers.

(d) Approved **a cash transfer** to facilitate alternative accommodation for all the affected households.

(e) Directed the Water Resources Authority to strictly enforce the 30-meter riparian land statutory cutline to ensure that it is not encroached upon in the future and to avert the recurrence of loss of lives due to flooding along the riparian corridor.

(f) Directed the Cabinet Secretary for Interior and National Administration; the Cabinet Secretary for Defence; the Cabinet Secretary for Environment, Climate Change and Forestry; the Cabinet Secretary for Health; the Cabinet Secretary for Public Service Performance and Delivery Management; the Cabinet Secretary for Lands, Public Works, Housing and Urban Development, the Office of the Deputy President, the Cabinet Secretary for the National Treasury and Economic Planning, the Attorney-General and the relevant MDAs to take appropriate action.

5 The depositions in this Affidavit and the averments in the Motion are accurate to the best of my knowledge and belief, save where I have relied on advice or information whose sources are disclosed.

SWORN at **NAIROBI** by the said
MERCY WANJAU
On...26th...**SEPTEMBER**.....2024

BEFORE ME:

}
}.....
} (**Deponent**)
}
}
}
}
}
}

REPUBLIC OF KENYA

THIRTEENTH PARLIAMENT–THIRD SESSION

THE NATIONAL ASSEMBLY

AFFIDAVIT IN SUPPORT OF THE SPECIAL MOTION FOR THE REMOVAL FROM OFFICE, BY IMPEACHMENT, OF HIS EXCELLENCY RIGATHI GACHAGUA, EGH, THE DEPUTY PRESIDENT OF THE REPUBLIC OF KENYA

I, **SAKAJA JOHNSON**, an adult male of sound mind residing and working for gain in Nairobi and Makueni Counties of the Republic of Kenya, **MAKE AN OATH AND SOLEMNLY STATE AS FOLLOWS—**

1 I am the Governor of the Nairobi City County of the Republic of Kenya ("**the County**").

2 I have personal knowledge of the matters set in the Motion for the Removal from Office, by Impeachment, of HIS EXCELLENCY RIGATHI GACHAGUA, EGH, the Deputy President of the Republic of Kenya ("**the Deputy President**"). Accordingly, I am competent to swear this Affidavit.

3 I am aware that **Article 10 (2) (a) of the Constitution** provides that devolution is a fundamental national value and principle of governance. In addition, **Article 6 (2) of the Constitution** provides that governments at the county and national levels are distinct and

interdependent and shall conduct their mutual relations based on consultation and cooperation. These provisions are supplemented by **Article 189 (1)** of **the Constitution**, which provides that governments at each level shall perform and exercise their powers *"in a manner that respects the functional and institutional integrity of government at the other level..."*

1 Under **paragraph 7 (a) of Part 2 of the Fourth Schedule** to **the Constitution**, county governments are responsible for trade development and markets as an exclusive function. Moreover, ***the Deputy President chairs the Intergovernmental Budget and Economic Council***, an essential organ for consultation between the two levels of government.

2 On or around **20th September 2024**, His Excellency Rigathi Gachagua, ***recklessly unmindful of the high calling and dignified status of the Office of the Deputy President of the Republic***, unlawfully interfered with the running of Nairobi City County Government by holding ***a public rally in which he incited citizens*** against lawful directives of the Nairobi City County Government on the planning and management of markets.

3 His Excellency Rigathi Gachagua had previously interfered with the Nairobi City County Government's management of traffic within the city, especially the relocation of matatu terminals, through ethnic incitement. Indeed, His Excellency Rigathi Gachagua has made it his core business to interfere with the implementation of the policies of

the Nairobi City County, mainly through ethnic incitement, throughout the last two years.

4 His Excellency Rigathi Gachagua's inciteful public utterances are annexed at ***Ground 3*** of the Motion.

5 Further, His Excellency Rigathi Gachagua publicly ***disparaged the leadership of the Nairobi City County Government*** and its decisions.

6 Moreover, His Excellency Rigathi Gachagua ***has interfered with the proper discharge of county governments' constitutional functions*** regarding alcohol control and regulation.

7 I earnestly believe that His Excellency Rigathi Gachagua's inciteful and demeaning public statements and conduct ***are impeachable offences to the extent that*** they undermine devolution, undercut the functional and institutional integrity of county governments and unjustifiably vilify and ridicule the leadership of county governments, especially the Nairobi City County Government.

8 **Consequently**, His Excellency Rigathi Gachagua has grossly violated ***Articles 6 (2), 10 (2) (a), 174, 186 (1)*** and ***189 (1)*** of the Constitution as read with the Fourth Schedule to the Constitution.

4 The depositions in this Affidavit and the averments in the Motion are accurate to the best of my knowledge and belief, save where I have relied on advice or information whose sources are disclosed.

SWORN at **NAIROBI** by the said
SAKAJA JOHNSON
On...26th...**SEPTEMBER**...2024
BEFORE ME:

}
}.....
} **(Deponent)**
}

NAIROBI CITY COUNTY
www.nairobi.go.ke

OFFICE OF THE GOVERNOR

STATEMENT

Friday 20 September 2024

I have for long avoided responding to the Deputy President's tribal diatribe, but today's activities leave me no choice. As elected leaders, we have a responsibility to our people to protect and provide them with opportunities to make something out of themselves.

Just over a year ago, in June 2023, 52 traders, selling goods on a road reserve, were killed in Londiani, Kericho County, when a truck driver lost control and ploughed into them. Thirty of them sustained life-changing injuries. These people cannot come back to life. I have a duty and mandate that will not let me fall for populist political gimmicks at the expense of the lives and safety of Nairobians.

This morning, in a misinformed tribal diatribe, and while speaking in vernacular in the heart of our nation's capital, you have chosen to use falsehoods to incite traders against the measures we are taking.

To Deputy President Rigathi Gachagua I say: If only you had taken your phone and called me as I had suggested, you would have learnt a few things:

1. My government has no plan to relocate the Marikiti Market. Selected produce will be delivered wholesale to the other markets we have built using taxpayers' money. What we will not allow are traders endangering their lives by selling their wares on the roadside. They will move to Kangundo Road Market. However, if you have sufficient space outside your office on Harambee Avenue, I am sure they will be happy to display their wares and ply their trade in that safe environment.

There will be order in this major artery into the city. The people of Nairobi and the leadership of the market support this move fully.

2. You have asked that consultations with the affected traders be held. My government has continuously engaged our people and I personally met the leadership of Wakulima/Marikiti Market last week. We agreed on these and other measures that will ease congestion in the market and improve the safety and welfare of our traders and citizens. We will not allow you to take us back.

A leader of your calibre should provide informed solutions and not stoke tribal disunity in our country. Nairobi is a cosmopolitan global hub that will operate in an orderly manner. I can assure you of that. I know you are dealing with other weighty and impending political issues. Keep the people of Nairobi out of it.

H.E HON SAKAJA ARTHUR JOHNSON, EGH
GOVERNOR

TELEPHONE: +254 725 624 489; +254 738 041 292 | EMAIL: INFO@NAIROBI.GO.KE | CITY HALL, CITY HALL WAY, P.O. BOX 30075 00100, NAIROBI, KENYA

NATIONAL ASSEMBLY
RECEIVED
27 SEP 2024
CLERK'S OFFICE
P.O Box 41842, NAIROBI

Exhibits Annexed to the Motion

Records relating to the below company held by the Companies Registry as at 26 Sep 2024

COMPANY	BIOVET (K) LIMITED
COMPANY NUMBER	CPR/2009/4880
NOMINAL SHARE CAPITAL	100,000.00
NUMBER AND TYPE OF SHARES (VALUE PER SHARE)	ORDINARY: 1000 (KES 100.00 EACH)
DATE OF REGISTRATION	10TH JUN, 2009
REGISTERED OFFICE	P.O BOX 15315 G.P.O NAIROBI TELEPHONE: +254792746610, EMAIL: INFO@CRYSTALKENYA.CO.KE COUNTY: , DISTRICT: , LOCALITY: STREET: HAILE SELASIE AVENUE, BUILDING: LR NO 209/6545
POSTAL ADDRESS	P.O BOX 15315 G.P.O NAIROBI
ENCUMBRANCES	

Name of Directors and Shareholders of the above company with their particular are as follows

NAME	DESCRIPTION	ADDRESS	NATIONALITY	SHARES
MUGO MUNGAI	SECRETARY		N/A	ORDINARY: 0
RIGATHI GACHAGUA	DIRECTOR/SHAREHOLDER	P.O BOX 8846 CITY SQUARE	KENYAN	ORDINARY: 200
DORCAS WANJIKU RIGATHI	DIRECTOR/SHAREHOLDER	P.O BOX 15315 LANGATA	KENYAN	ORDINARY: 200
			TOTAL	400 2

THE COMPANIES ACT, 2015

Records relating to the below company held by the Companies Registry as at 26 Sep 2024

COMPANY	CALVARY CREED INTERNATIONAL LIMITED
COMPANY NUMBER	CPR/2015/186154
NOMINAL SHARE CAPITAL	100,000.00
NUMBER AND TYPE OF SHARES (VALUE PER SHARE)	ORDINARY: 1000 (KES 100.00 EACH)
DATE OF REGISTRATION	16TH APR, 2015
REGISTERED OFFICE	P.O BOX 15315 G.P.O NAIROBI TELEPHONE: +254722751307, EMAIL: DORCAS@BOX999.COM COUNTY:, DISTRICT:, LOCALITY: STREET: STATEHOUSE AVENUE, BUILDING: PLOT NO. 209/3863, LIAISON HOUSE
POSTAL ADDRESS	P.O BOX 15315 G.P.O NAIROBI
ENCUMBRANCES	

Name of Directors and Shareholders of the above company with their particular are as follows

NAME	DESCRIPTION	ADDRESS	NATIONALITY	SHARES
FO OREGO	SECRETARY		N/A	ORDINARY: 0
RIGATHI GACHAGUA	DIRECTOR/SHAREHOLDER	P.O BOX 15315 LANGATA	KENYAN	ORDINARY: 50
DORCAS WANJIKU RIGATHI	DIRECTOR/SHAREHOLDER	P.O BOX 15315 LANGATA	KENYAN	ORDINARY: 950
			TOTAL	1000

THE COMPANIES ACT, 2015

Records relating to the below company held by the Companies Registry as at 26 Sep 2024

COMPANY	GRAND BYPASS APARTMENTS LIMITED
COMPANY NUMBER	PVT-5JUZEKL8
NOMINAL SHARE CAPITAL	1,000,000.00
NUMBER AND TYPE OF SHARES (VALUE PER SHARE)	ORDINARY: 100000 (KES 10.00 EACH)
DATE OF REGISTRATION	11TH JAN, 2024
REGISTERED OFFICE	P.O BOX 54702 CITY SQUARE TELEPHONE: +254722206884, EMAIL: LANGATAVIEWNEWSPV@GMAIL.COM COUNTY: NAIROBI, DISTRICT: LANGATA DISTRICT, LOCALITY: LANGATA STREET: SOUTHERN BYPASS, BUILDING: LANGATA VIEW APARTMENTS
POSTAL ADDRESS	P.O BOX 54702 CITY SQUARE
ENCUMBRANCES	

Name of Directors and Shareholders of the above company with their particular are as follows

NAME	DESCRIPTION	ADDRESS	NATIONALITY	SHARES
RIGATHI GACHAGUA	DIRECTOR	P.O BOX 54702 CITY SQUARE	KENYAN	
JOHN MWAI MATHENGE	DIRECTOR	P.O BOX 54702 CITY SQUARE	KENYAN	
PETER NJOROGE REGERU	DIRECTOR	P.O BOX 46971 G.P.O NAIROBI	KENYAN	
VIPINGO BEACH RESORT LIMITED	SHAREHOLDER	P.O BOX 54702 CITY SQUARE	KENYAN	ORDINARY: 1
			TOTAL	1

THE COMPANIES ACT, 2015

Records relating to the below company held by the Companies Registry as at 26 Sep 2024

COMPANY	HARD ROCK QUARRIES LIMITED
COMPANY NUMBER	C.89395
NOMINAL SHARE CAPITAL	100,000.00
NUMBER AND TYPE OF SHARES (VALUE PER SHARE)	ORDINARY: 1000 (KES 100.00 EACH)
DATE OF REGISTRATION	11TH APR, 2000
REGISTERED OFFICE	P.O BOX 3049 TELEPHONE: EMAIL: COUNTY:, DISTRICT: , LOCALITY: STREET: , BUILDING:
POSTAL ADDRESS	P.O BOX 3049
ENCUMBRANCES	

Name of Directors and Shareholders of the above company with their particular are as follows

NAME	DESCRIPTION	ADDRESS	NATIONALITY	SHARES
PETER NJOROGE REGERU	DIRECTOR	P.O BOX 46971 G.P.O NAIROBI	KENYAN	
JOHN MWAI MATHENGE	DIRECTOR	P.O BOX 41115 G.P.O NAIROBI	KENYAN	
RIGATHI GACHAGUA	DIRECTOR	P.O BOX 15315 LANGATA	KENYAN	
RIGATHI GACHAGUA,JOHN MWAI MATHENGE AND PETER NJOROGE REGERU AS THE EXECUTORS OF THE ESTATE OF JAMES NDERITU GACHAGUA	SHAREHOLDER	P.O BOX 54702 CITY SQUARE	KENYAN	ORDINARY: 1000
			TOTAL	1000s

THE COMPANIES ACT, 2015

Records relating to the below company held by the Companies Registry as at 26 Sep 2024

COMPANY	HARD ROCK QUARRIES LIMITED
COMPANY NUMBER	C.89395
NOMINAL SHARE CAPITAL	100,000.00
NUMBER AND TYPE OF SHARES (VALUE PER SHARE)	ORDINARY: 1000 (KES 100.00 EACH)
DATE OF REGISTRATION	11TH APR, 2000
REGISTERED OFFICE	P.O BOX 3049 TELEPHONE: , EMAIL: COUNTY:, DISTRICT: , LOCALITY: STREET: , BUILDING:
POSTAL ADDRESS	P.O BOX 3049
ENCUMBRANCES	

Name of Directors and Shareholders of the above company with their particular are as follows

NAME	DESCRIPTION	ADDRESS	NATIONALITY	SHARES
PETER NJOROGE REGERU	DIRECTOR	P.O BOX 46971 G.P.O NAIROBI	KENYAN	
JOHN MWAI MATHENGE	DIRECTOR	P.O BOX 41115 G.P.O NAIROBI	KENYAN	
RIGATHI GACHAGUA	DIRECTOR	P.O BOX 15315 LANGATA	KENYAN	
RIGATHI GACHAGUA,JOHN MWAI MATHENGE AND PETER NJOROGE REGERU AS THE EXECUTORS OF THE ESTATE OF JAMES NDERITU GACHAGUA	SHAREHOLDER	P.O BOX 54702 CITY SQUARE	KENYAN	ORDINARY: 1000
			TOTAL	1000

THE COMPANIES ACT, 2015

Records relating to the below company held by the Companies Registry as at 26 Sep 2024

COMPANY	HEARTLAND SUPPLIES LIMITED
COMPANY NUMBER	CPR/2009/4881
NOMINAL SHARE CAPITAL	100,000.00
NUMBER AND TYPE OF SHARES (VALUE PER SHARE)	ORDINARY: 1000 (KES 100.00 EACH)
DATE OF REGISTRATION	11TH JUN, 2009
REGISTERED OFFICE	P.O BOX 70626 TOM MBOYA ST TELEPHONE: +254792746610, EMAIL: INFO@CRYSTALKENYA.CO.KE COUNTY: NAIROBI, DISTRICT: STAREHE DISTRICT, LOCALITY: CBD STREET: HAILESELASSIE AVENUE NAIROBI, BUILDING: PLOT NO 209/6545
POSTAL ADDRESS	P.O BOX 70626 TOM MBOYA ST
ENCUMBRANCES	

Name of Directors and Shareholders of the above company with their particular are as follows

NAME	DESCRIPTION	ADDRESS	NATIONALITY	SHARES
RIGATHI GACHAGUA	DIRECTOR/SHAREHOLDER	P.O BOX 70626 TOM MBOYAST	KENYAN	ORDINARY: 200
DORCAS WANJIKU RIGATHI	DIRECTOR/SHAREHOLDER	P.O BOX 70626 TOM MBOYAST	KENYAN	ORDINARY: 200
			TOTAL	400

THE COMPANIES ACT, 2015

Records relating to the below company held by the Companies Registry as at26 Sep 2024

COMPANY	KARANDI FARM LIMITED
COMPANY NUMBER	C.94303
NOMINAL SHARE CAPITAL	100,000.00
NUMBER AND TYPE OF SHARES {VALUE PER SHARE)	ORDINARY: 1000 (KES 100.00 EACH)
DATE OF REGISTRATION	25TH JUN, 2001
REGISTERED OFFICE	P.O BOX 15315 G.P.O NAIROBI TELEPHONE: +254792746610, EMAIL: INFO@CRYSTALKENYA.CO.KE COUNTY: , DISTRICT: , LOCALITY: STREET: MASABA RD, NAIROBI, KENYA, BUILDING: MASABA RD, NAIROBI, KENYA
POSTAL ADDRESS	P.O BOX 15315 G.P.O NAIROBI
ENCUMBRANCES	

Name of Directors and Shareholders of the above company with their particular are as follows

NAME	DESCRIPTION	ADDRESS	NATIONALITY	SHARES
RIGATHI GACHAGUA	DIRECTOR/SHAREHOLDER	P.O BOX 15315 G.P.O NAIROBI	KENYAN	ORDINARY: 700
DORCAS WANJIKU RIGATHI	DIRECTOR/SHAREHOLDER	P.O BOX 15315 LANGATA	KENYAN	ORDINARY: 100
			TOTAL	800

THE COMPANIES ACT, 2015

Records relating to the below company held by the Companies Registry as at 28 Sep 2024

COMPANY	KURUWITU PROPERTIES LIMITED
COMPANY NUMBER	PVT-EYUBKG83
NOMINAL SHARE CAPITAL	100,000.00
NUMBER AND TYPE OF SHARES (VALUE PER SHARE)	ORDINARY: 1000 (KES 100.00 EACH)
DATE OF REGISTRATION	26TH APR, 2023
REGISTERED OFFICE	P.O BOX 54702 CITY SQUARE TELEPHONE: +254703943541, EMAIL: KURUWITUPROPERTIES44@GMAILCOM COUNTY: MOMBASA, DISTRICT: MOMBASA DISTRICT, LOCALITY: MOMBASA STREET: VIPINGO ROAD, BUILDING: VIPINGO BEACH RESORT
POSTAL ADDRESS	P.O BOX 54702 CITY SQUARE
ENCUMBRANCES	

Name of Directors and Shareholders of the above company with their particular are as follows

NAME	DESCRIPTION	ADDRESS	NATIONALITY	SHARES
VIPINGO BEACH RESORT LIMITED	DIRECTOR/SHAREHOLDER	P.O BOX 54702 CITY SQUARE	KENYAN	ORDINARY: 1000
JOHN MWAI MATHENGE	DIRECTOR	P.O BOX 54702 CITY SQUARE	KENYAN	
			TOTAL	1000

THE COMPANIES ACT, 2015

Records relating to the below company held by the Companies Registry as at 28 Sep 2024

COMPANY	MOTHERS OF THE LAND LIMITED
COMPANY NUMBER	CLG-55FD3B
DATE OF REGISTRATION	1ST DEC, 2021
REGISTERED OFFICE	P.O BOX 56762 CITY SQUARE TELEPHONE: +254711130226, EMAIL: KENYACHURCHMOTHERS@GMAIL.COM COUNTY: NAIROBI, DISTRICT: STAREHE DISTRICT, LOCALITY: CBD STREET: LATEMA ROAD, BUILDING: EMBASSY BUILDING
POSTAL ADDRESS	P.O BOX 56762 CITY SQUARE
ENCUMBRANCES	

Name of Directors and Members of the above company with their particular are as follows

NAME	DESCRIPTION	ADDRESS	NATIONALITY
LOUIZA NJERI WANJIRU	DIRECTOR/MEMBER	P.O BOX 76103 YAYA TOWERS	KENYAN
CAROLINE JEPKEMBOI WAIYAKI	DIRECTOR/MEMBER	P.O BOX 76103 YAYA TOWERS	KENYAN
LUCY NJUGUINI MUTEGI	DIRECTOR/MEMBER	P.O BOX 56762 CITY SQUARE	KENYAN
DORCAS WANJIKU RIGATHI	DIRECTOR/MEMBER	P.O BOX 15315 LANGATA	KENYAN

THE COMPANIES ACT, 2015

Records relating to the below company held by the Companies Registry as at 27 Sep 2024

COMPANY	OLIVE GARDENS REALTORS LTD
COMPANY NUMBER	PVT-JZUG5PQ8
NOMINAL SHARE CAPITAL	100,000.00
NUMBER AND TYPE OF SHARES (VALUE PER SHARE)	ORDINARY: 100 (KES 1,000.00 EACH)
DATE OF REGISTRATION	2ND MAR, 2022
REGISTERED OFFICE	P.O BOX 5671 G.P.O NAIROBI TELEPHONE: +254726331061, EMAIL: INFO@MUCHEMIADVOCATES.COM COUNTY: NAIROBI, DISTRICT: WESTLANDS DISTRICT, LOCALITY: WESTLANDS STREET: ST ANDREWS ROAD, BUILDING: ANDREWS APARTMENT
POSTAL ADDRESS	P.O BOX 5671 G.P.O NAIROBI
ENCUMBRANCES	

Name of Directors and Shareholders of the above company with their particular are as follows

NAME	DESCRIPTION	ADDRESS	NATIONALITY	SHARES
PHILIP WANJEMA KAGO	DIRECTOR/SHAREHOLDER	P.O BOX 5671 G.P.O NAIROBI	KENYAN	ORDINARY: 60
			TOTAL	60

THE COMPANIES ACT, 2015

tecords relating to the below company held by the Companies Registry as at 26 Sep 2024

COMPANY	QUEENSGATE SERVICED APARTMENTS SPA & RESORT LIMITED
COMPANY NUMBER	CPR/2010/22070
NOMINAL SHARE CAPITAL	40,000.00
NUMBER AND TYPE OF SHARES (VALUE PER SHARE)	ORDINARY: 40 (KES 1,000.00 EACH)
DATE OF REGISTRATION	26TH APR, 2010
REGISTERED OFFICE	P.O BOX 54702 CITY SQUARE TELEPHONE: +254722751307, EMAIL: INFO@CRYSTALKENYA.CO.KE COUNTY:, DISTRICT: , LOCALITY: STREET: ARGWINGS KODHEK ROAD, BUILDING: OUVE GARDEN HOTEL
POSTAL ADDRESS	P.O BOX 54702 CITY SQUARE
ENCUMBRANCES	

'lame of Directors and Shareholders of the above company with their particular are as follows

NAME	DESCRIPTION	ADDRESS	NATIONALITY	SHARES
PETER NJOROGE REGERU	DIRECTOR	P.O BOX 46971 G.P.O NAIROBI	KENYAN	
JOHN MWAI MATHENGE	DIRECTOR	P.O BOX 41115 G.P.O NAIROBI	KENYAN	
NICHOLAS K NZIOKA	SECRETARY		N/A	ORDINARY: 0
RIGATHI GACHAGUA	DIRECTOR	P.O BOX 15315 LANGATA	KENYAN	
RIGATHI GACHAGUA,JOHN MWAI MATHENGE AND PETER NJOROGE REGERU AS THE EXECUTORS OF THE ESTATE OF THE LATE JAMES NDERITU GACHAGUA.	SHAREHOLDER	P.O BOX 46971-00100	KENYA	ORDINARY: 9
			TOTAL	9

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THE COMPANIES ACT, 2015

Records relating to the below company held by the Companies Registry as at 26 Sep 2024

COMPANY	RIDOR FURNITURE MART LIMITED
COMPANY NUMBER	C.141876
NOMINAL SHARE CAPITAL	100,000.00
NUMBER AND TYPE OF SHARES (VALUE PER SHARE)	ORDINARY: 1000 (KES 100.00 EACH)
DATE OF REGISTRATION	18TH JUL, 2007
REGISTERED OFFICE	P.O BOX 15315-00509 TELEPHONE: +254792746610, EMAIL: INFO@CYSTALKENYA.COM COUNTY: , DISTRICT:, LOCALITY: STREET: LANGATA ROAD, BUILDING: PLOT NO. 315069 ,
POSTAL ADDRESS	P.O BOX 15315-00509
ENCUMBRANCES	

Name of Directors and Shareholders of the above company with their particular are as follows

NAME	DESCRIPTION	ADDRESS	NATIONALITY	SHARES
DORCAS WANJIKU RIGATHI	DIRECTOR/SHAREHOLDER	P.O BOX 15315 G.P.O NAIROBI	KENYAN	ORDINARY: 500
MUTHONI GICHOHI	SECRETARY		N/A	ORDINARY: 0
RIGATHI GACHAGUA	DIRECTOR/SHAREHOLDER	P.O BOX 15315 G.P.O NAIROBI	KENYAN	ORDINARY: 500
			TOTAL	1000

THE COMPANIES ACT, 2015

Records relating to the below company held by the Companies Registry as at 26 Sep 2024

COMPANY	RIGATHI GACHAGUA FOUNDATION
COMPANY NUMBER	CLG-XXFXRG
DATE OF REGISTRATION	11TH NOV, 2022
REGISTERED OFFICE	P.O BOX 29294 G.P.O NAIROBI TELEPHONE: +25423565328, EMAIL: RIGATHIGACHAGUAFOUNDATION@GMAIL.COM COUNTY: NAIROBI, DISTRICT: STAREHE DISTRICT, LOCALITY: CBD STREET: HARAMBEE AVENUE, BUILDING: HARAMBEE HOUSE ANNEX
POSTAL ADDRESS	P.O BOX 29294 G.P.O NAIROBI
ENCUMBRANCES	

Name of Directors and Members of the above company with their particular are as follows

NAME	DESCRIPTION	ADDRESS	NATIONALITY
RIGATHI GACHAGUA	DIRECTOR/MEMBER	P.O BOX 29294 G.P.O NAIROBI	KENYAN

THE COMPANIES ACT, 2015

Records relating to the below company held by the Companies Registry as at 28 Sep 2024

COMPANY	ROYAL CRIMSON VENTURES LIMITED
COMPANY NUMBER	PVT-LRU2QZL
NOMINAL SHARE CAPITAL	100,000.00
NUMBER AND TYPE OF SHARES (VALUE PER SHARE)	ORDINARY: 1000 (KES 100.00 EACH)
DATE OF REGISTRATION	26TH FEB, 2018
REGISTERED OFFICE	P.O BOX 15315 LANGATA TELEPHONE: +254723657479, EMAIL: INFO@ROYALCRIMSON.CO.KE COUNTY: NAIROBI, DISTRICT: NAIROBI NORTH DISTRICT , LOCALITY: NAIROBI NORTH STREET: STATE HOUSE AVENUE, BUILDING: PLOT N0,209/3863,LIAISON HOUSE
POSTAL ADDRESS	P.O BOX 15315 LANGATA
ENCUMBRANCES	

Name of Directors and Shareholders of the above company with their particular are as follows

NAME	DESCRIPTION	ADDRESS	NATIONALITY	SHARES
KEITH IKINU RIGATHI	DIRECTOR/SHAREHOLDER	P.O BOX 15315 LANGATA	KENYAN	ORDINARY: 400
KEVIN GACHAGUA RIGATHI	DIRECTOR/SHAREHOLDER	P.O BOX 15315 LANGATA	KENYAN	ORDINARY: 400
PETER KANGANGI GITHAIGA	DIRECTOR/SHAREHOLDER	P.O BOX 314 EMBU	KENYAN	ORDINARY: 200
			TOTAL	1000

THE COMPANIES ACT, 2015

Records relating to the below company held by the Companies Registry as at 26 Sep 2024

COMPANY	TECHNICAL SUPPLIES AND SERVICES (K) LIMITED
COMPANY NUMBER	CPR/2009/4895
NOMINAL SHARE CAPITAL	100,000.00
NUMBER AND TYPE OF SHARES (VALUE PER SHARE)	ORDINARY: 400 (KES 250.00 EACH)
DATE OF REGISTRATION	9TH JUN, 2009
REGISTERED OFFICE	P.O BOX 15315 00509 TELEPHONE: 4780, EMAIL: COUNTY:, DISTRICT:, LOCALITY: STREET:, BUILDING:
POSTAL ADDRESS	P.O BOX 15315 00509
ENCUMBRANCES	

Name of Directors and Shareholders of the above company with their particular are as follows

NAME	DESCRIPTION	ADDRESS	NATIONALITY	SHARES
G.MUGO MUNGAI	SECRETARY		N/A	ORDINARY: 0
RIGATHI GACHAGUA	DIRECTOR/SHAREHOLDER	P.O BOX 15315 LANGATA	KENYAN	ORDINARY: 400
FRANCIS MUCHIRI WANGUO	DIRECTOR	P.O BOX 15315 LANGATA	KENYAN	
			TOTAL	400

THE COMPANIES ACT, 2015

Records relating to the below company held bythe Companies Registry as at 26 Sep 2024

COMPANY	TRIPLE EIGHT CONSTRUCTION KENYA LIMITED
COMPANY NUMBER	C.62127
NOMINAL SHARE CAPITAL	100,000.00
NUMBER AND TYPE OF SHARES (VALUE PER SHARE)	ORDINARY: 1000 (KES 100.00 EACH)
DATE OF REGISTRATION	16TH NOV, 1994
REGISTERED OFFICE	P.O BOX 54702 TELEPHONE: , EMAIL: COUNTY: , DISTRICT:, LOCALITY: STREET:, BUILDING:
POSTAL ADDRESS	P.O BOX 54702
ENCUMBRANCES	

Name of Directors and Shareholders of the above company with their particulars are as follows

NAME	DESCRIPTION	ADDRESS	NATIONALITY	SHARES
RIGATHI GACHAGUA	DIRECTOR	P.O BOX 15315 LANGATA	KENYAN	
JOHN MWAI MATHENGE	DIRECTOR	P.O BOX 46971 G.P.O NAIROBI	KENYAN	
PETER NJOROGE REGERU	DIRECTOR	P.O BOX 46971 G.P.O NAIROBI	KENYAN	
RIGATHI GACHAGUA ,JOHN MWAI MATHENGE AND PETER NJOROGE REGERU AS THE EXECUTORS OF THE ESTATE OF THE LATE JAMES NDERITU GACHAGUA	SHAREHOLDER	P.O BOX 46971-00100	KENYA	ORDINARY: 1000
			TOTAL	1000

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THE COMPANIES ACT, 2015

Records relating to the below company held by the Companies Registry as at 27 Sep 2024

COMPANY	VETLAND SUPPLIES LIMITED
COMPANY NUMBER	PVT-DLULB7BG
NOMINAL SHARE CAPITAL	100,000.00
NUMBER AND TYPE OF SHARES (VALUE PER SHARE)	ORDINARY: 1000 (KES 100.00 EACH)
DATE OF REGISTRATION	23RD JAN, 2023
REGISTERED OFFICE	P.O BOX 34 MWEIGA TELEPHONE: +254721446688, EMAIL: VETLANDSUPPLIESLIMITED@GMAIL.COM COUNTY: NYERI, DISTRICT: NYERI CENTRAL DISTRICT, LOCALITY: KINGONGO STREET: NYERI NANYUKI HIGHWAY, BUILDING: VETLAND GODOWNS ONE AND TWO
POSTAL ADDRESS	P.O BOX 34 MWEIGA
ENCUMBRANCES	

Name of Directors and Shareholders of the above company with their particular are as follows

NAME	DESCRIPTION	ADDRESS	NATIONALITY	SHARES
GEORGE WAINAINA IKARU	DIRECTOR/SHAREHOLDER	P.O BOX 34 MWEIGA	KENYAN	ORDINARY: 100
			TOTAL	100

THE COMPANIES ACT, 2015

Records relating to the below company held by the Companies Registry as at 27 Sep 2024

COMPANY	VIPINGO BEACH RESORT LIMITED
COMPANY NUMBER	C.159289
NOMINAL SHARE CAPITAL	1,000,000.00
NUMBER AND TYPE OF SHARES (VALUE PER SHARE)	ORDINARY: 10000 (KES 100.00 EACH)
DATE OF REGISTRATION	5TH AUG, 2008
REGISTERED OFFICE	P.O BOX 54702-00200 TELEPHONE: , EMAIL: COUNTY:, DISTRICT:, LOCALITY: STREET:, BUILDING:
POSTAL ADDRESS	P.O BOX 54702-00200
ENCUMBRANCES	

Name of Directors and Shareholders of the above company with their particular are as follows

NAME	DESCRIPTION	ADDRESS	NATIONALITY	SHARES
KEITH IKINU RIGATHI	DIRECTOR	P.O BOX 15315 LANGATA	KENYAN	
KEVIN GACHAGUA RIGATHI	DIRECTOR	P.O BOX 15315-LANGATA	KENYAN	
ESTATE OF THE DECEASED JAMES NDERITU GACHAGUA	SHAREHOLDER	P.O BOX 54702 CITY SQUARE	KENYAN	ORDINARY: 10000
			TOTAL	10000

THE COMPANIES ACT, 2015

Records relating to the below company held by the Companies Registry as at 27 Sep 2024

COMPANY	WAMUNYORO INVESTMENTS LIMITED
COMPANY NUMBER	C.93670
NOMINAL SHARE CAPITAL	100,000.00
NUMBER AND TYPE OF SHARES (VALUE PER SHARE)	ORDINARY: 1000 (KES 100.00 EACH)
DATE OF REGISTRATION	23RD APR, 2001
REGISTERED OFFICE	P.O BOX 15315 TELEPHONE: , EMAIL: COUNTY: , DISTRICT:, LOCALITY: STREET:, BUILDING:
POSTAL ADDRESS	P.O BOX 15315
ENCUMBRANCES	

Name of Directors and Shareholders of the above company with their particular are as follows

NAME	DESCRIPTION	ADDRESS	NATIONALITY	SHARES
KEITH IKINU RIGATHI	DIRECTOR/SHAREHOLDER	P.O BOX 15315 LANGATA	KENYAN	ORDINARY: 1
KEVIN GACHAGUA RIGATHI	DIRECTOR/SHAREHOLDER	P.O BOX 15315 LANGATA	KENYAN	ORDINARY: 1
			TOTAL	2

BUSINESS REGISTRATION SERVICE
P. O. BOX 30031
NAIROBI
30 SEP 2024

To
MOSES KIPKEMOI KIPKOGEI
P.O. Box 22966
00100 - G.P.O NAIROBI

THE COMPANIES ACT, 2015

Records relating to the below company held by the Companies Registry as at 30 Sep 2024

COMPANY	AGROBRIQ INVESTMENT LIMITED
COMPANY NUMBER	PVT-RXUP6E
NOMINAL SHARE CAPITAL	100,000.00
NUMBER AND TYPE OF SHARES (VALUE PER SHARE)	ORDINARY: 1000 (KES 100.00 EACH)
DATE OF REGISTRATION	28TH MAY, 2017
REGISTERED OFFICE	P.O BOX 50798 G.P.O NAIROBI TELEPHONE: +254711348596, EMAIL: AGROBRIQINVESTMENT@GMAIL.COM COUNTY: NAIROBI, DISTRICT: EMBAKASI DISTRICT , LOCALITY: EMBAKASI STREET: OLD MOMBASA ROAD, BUILDING: OPPOSITE COMPLAST INDUSTRIES
POSTAL ADDRESS	P.O BOX 50798 G.P.O NAIROBI
ENCUMBRANCES	

Name of Directors and Shareholders of the above company with their particular are as follows

NAME	DESCRIPTION	ADDRESS	NATIONALITY	SHARES
PRINA RAMESH VAGHJIYANI	DIRECTOR/SHAREHOLDER	P.O BOX 9143 RONALD NGALA ST.	KENYAN	ORDINARY: 490
BHAVIKA NATHALAL HIRANI	DIRECTOR/SHAREHOLDER	P.O BOX 9143 RONALD NGALA ST.	KENYAN	ORDINARY: 510
			TOTAL	1000

Yours Faithfully,
REGISTRAR OF COMPANIES

REF NO: 0S-A7FZ75QM

DISCLAIMER: THIS IS A SYSTEM GENERATED CERTIFICATE AND DOES NOT REQUIRE A SIGNATURE

BUSINESS REGISTRATION SERVICE
P. O. BOX 30031
NAIROBI
30 SEP 2024

To
MOSES KIPKEMOI KIPKOGEI
P.O. Box 22966
00100 - G.P.O NAIROBI

THE COMPANIES ACT, 2015

Records relating to the below company held by the Companies Registry as at 30 Sep 2024

COMPANY	ST. NICHOLAS REHABILITATION CENTRE AND NURSING HOME LIMITED
COMPANY NUMBER	PVT-GYU3Q7Z
NOMINAL SHARE CAPITAL	10,000,000.00
NUMBER AND TYPE OF SHARES (VALUE PER SHARE)	ORDINARY: 1000 (KES 10,000.00 EACH)
DATE OF REGISTRATION	15TH JUL, 2019
REGISTERED OFFICE	P.O BOX 79726 CITY SQUARE TELEPHONE: +254715773374, EMAIL: STNICHOLASCENTRE2019@GMAIL.COM COUNTY: MERU, DISTRICT: TIGANIA WEST DISTRICT , LOCALITY: KIANJAI STREET: MERU MAUA ROAD, BUILDING: ST NICHOLAS RITI
POSTAL ADDRESS	P.O BOX 79726 CITY SQUARE
ENCUMBRANCES	

Name of Directors and Shareholders of the above company with their particular are as follows

NAME	DESCRIPTION	ADDRESS	NATIONALITY	SHARES
NICHOLAS MUGAMBI MAINGI	DIRECTOR/SHAREHOLDER	P.O BOX 79726 CITY SQUARE	KENYAN	ORDINARY: 1000
			TOTAL	1000

Yours Faithfully,
REGISTRAR OF COMPANIES

REF NO: OS-ZDFV58MB

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Attested

BUSINESS REGISTRATION SERVICE
P. O. BOX 30031
NAIROBI
30 SEP 2024

To
MOSES KIPKEMOI KIPKOGEI
P.O. Box 22966
00100 - G.P.O NAIROBI

THE COMPANIES ACT, 2015

Records relating to the below company held by the Companies Registry as at 30 Sep 2024

COMPANY	WAMUNYORO INVESTMENTS LIMITED
COMPANY NUMBER	C.93670
NOMINAL SHARE CAPITAL	100,000.00
NUMBER AND TYPE OF SHARES (VALUE PER SHARE)	ORDINARY: 1000 (KES 100.00 EACH)
DATE OF REGISTRATION	23RD APR, 2001
REGISTERED OFFICE	P.O BOX 15315 TELEPHONE: , EMAIL: COUNTY: , DISTRICT: , LOCALITY: STREET: , BUILDING:
POSTAL ADDRESS	P.O BOX 15315
ENCUMBRANCES	

Name of Directors and Shareholders of the above company with their particular are as follows

NAME	DESCRIPTION	ADDRESS	NATIONALITY	SHARES
KEITH IKINU RIGATHI	DIRECTOR/SHAREHOLDER	P.O BOX 15315 LANGATA	KENYAN	ORDINARY: 1
KEVIN GACHAGUA RIGATHI	DIRECTOR/SHAREHOLDER	P.O BOX 15315 LANGATA	KENYAN	ORDINARY: 1
			TOTAL	2

Yours Faithfully,
REGISTRAR OF COMPANIES

REF NO: OS-DEFYJDEL

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BUSINESS REGISTRATION SERVICE
P. O. BOX 30031
NAIROBI
30 SEP 2024

To
MOSES KIPKEMOI KIPKOGEI
P.O. Box 22966
00100 - G.P.O NAIROBI

THE COMPANIES ACT, 2015

Records relating to the below company held by the Companies Registry as at 30 Sep 2024

COMPANY	CRYSTAL KENYA LIMITED
COMPANY NUMBER	CPR/2009/4898
NOMINAL SHARE CAPITAL	100,000.00
NUMBER AND TYPE OF SHARES (VALUE PER SHARE)	ORDINARY: 1000 (KES 100.00 EACH)
DATE OF REGISTRATION	12TH JUN, 2009
REGISTERED OFFICE	P.O BOX 15315 LANGATA TELEPHONE: +254792746610, EMAIL: INFO@CRYSTALKENYA.CO.KE COUNTY: , DISTRICT: , LOCALITY: STREET: HAILE SELASIE AVENUE, BUILDING: LR NO 209/6545
POSTAL ADDRESS	P.O BOX 15315 LANGATA
ENCUMBRANCES	**DESCRIPTION** CHARGE **DATE OF INSTRUMENT:** 14 NOV 2023 **AMOUNT SECURED:** KES 300000000

Name of Directors and Shareholders of the above company with their particular are as follows

NAME	DESCRIPTION	ADDRESS	NATIONALITY	SHARES
KEITH IKINU RIGATHI	DIRECTOR/SHAREHOLDER	P.O BOX 15315 LANGATA	KENYAN	ORDINARY: 200
KEVIN GACHAGUA RIGATHI	DIRECTOR/SHAREHOLDER	P.O BOX 15315 LANGATA	KENYAN	ORDINARY: 200
			TOTAL	400

Yours Faithfully,
REGISTRAR OF COMPANIES

REF NO: OS-JGFYR2DE

DISCLAIMER: THIS IS A SYSTEM GENERATED CERTIFICATE AND DOES NOT REQUIRE A SIGNATURE

THE COMPANIES ACT, [illegible]

Records relating to the below company held by the Companies Registry as at 26 Sept 2024

COMPANY	CALVARY CREED INTERNATIONAL LIMITED
COMPANY NUMBER	CPR/2015/186154
NOMINAL SHARE CAPITAL	100,000.00
NUMBER AND TYPE OF SHARES (VALUE PER SHARE)	ORDINARY: 1000 (KES 100.00 EACH)
DATE OF REGISTRATION	16TH APR, 2015
REGISTERED OFFICE	P.O [illegible] 15315 G.P.O NAIROBI TELEPHONE: ++2547:22751307, EMAIL: DORCAS@BOX999.COM COUNTY: , DISTRICT: , LOCALITY+ STREET, STATEHOUSE AVENUE, BUILDING: PLOT NO. 209/38,63, LIAISON HOUSE
POSTAL ADDRESS	P.0 BOX 15315 G.P.O NAIROBI
ENCUMBRANCES	

Name of Directors and Shareholders of the above company with their particulars are as follows

NAME	DESCRIPTION	ADDRESS	NATIONALITY	SHARES
FO ORTEGO	SECRETARY		N/A	ORDINARY: 0
RIGATHI GACHAGUA	DIRECTOR/SHAREHOLDER	P.O BOX 15315 LANGATA	KENYAN	ORDINARY: 50
DORCAS WANJIKU RIGATHI	DIRECTOR/SHAREHOLDER	P.O BOX 15315 LANGATA	KENYAN	ORDINARY: 950
			TOTAIL	1000 25

THE COMPANIES ACT, 2015

Records relating to the below company held by the Companies Registry as at 26 Sep 2024

COMPANY'	KARANDI FARM LIMITED
COMPANY NUMBER	C.94303
NOMINAL SHARE CAPITAL	100,000.00
NUMBER AND TYPE OF SHARES (VALUE PER SHARE)	ORDINARY: 1000 (KES 100.00 EACH)
DATE OF REGISTRATION	25TH JUNE, 2001
REGISTERED OFFICE	P.O BOX 15315 G.P.O NAIROBI TELEPHONE: +2547 2746,610, EMAIL: INFO@CRYSTALKENYA.CO.KE COUNTY: , DISTRICT: , LOCALITY:- STREET MASABA RD NAIROBI KENYA, BUILDING:- MASABA RD, NAIROBI,KE
POSTAL ADDRESS	P.O BOX 15315 G.P.O NAIROBI
ENCUMBRANCES	

Name of Directors and Shareholders of the above company with their particular are as follows

NAME	DESCRIPTION	ADDRESS	NATIONALITY	SHARES
RIGATHI GACHAGUA	DIRECTOR/SHAREHOLDER	P.O BOX 15315 G.P.O NAIROBI	KENYAN	ORDINARY: 700
DORCAS WAINJIKIU RIGATHI	DIRECTOR/SHAREHOLDER	P.O BOX 15315 LANGATA	KENYAN	ORDINARY: 100
			TOTAL	800

26

THE COMPANIES ACT, 2015

Relating to the below company held by the Companies Registry as at 26 Sep, 2024

COMPANY	QUEENSGATE SERVICED APARTMENTS SPA&RESORT LIMITED
COMPANY NUMBER	CPR/2010/22070
NOMINAL SHARE CAPITAL	40,000,000
NUMBER AND TYPE OF SHARES (VALUE PER SHARE)	ORDINARY: 40 (KES 1,000.00 EACH)
DATE OF REGISTRATION	26TH APRIL 2010
REGISTERED OFFICE	P.O BOX 54702,CITYSQUARE TELEPHONE: +2547227,51307, EMAIL: COUNTY:, DISTRICT:, LOCALITY: STREET: ARGWINGS KODHEK ROAD, BUILDING: OLIVE GARDEN HOTEL
POSTAL ADDRESS	P.O BOX 54702 CITYSQUARE
ENCUMBRANCES	

Name of Directors and Shareholders of the above company- with their particular are as follows

NAME	DESCHIPTION		NATIONALITY	SHARES
PETER NJOROGE REGERUI	DIRECTOR	P.O BOX 46971 G P.O NAIROBI		
JOHN MWAI MATHENGE	DIRECTOR	P.O BOX 41 GPO	KENYAN	
NICHOLAS KIOKA			NIA	ORDINARY: D
RIGATHI GACHAGUA	DIRECTOR	P.O Box LANGATA		
RIGATHI GACHAGUA,JOHN MWAI MATHENGE AND PETER NJOROGE REGERUI AS THE EXECUTORS OF THE ESTATE OFTHE LATE JAMES NDERITU GACHAGUA	SHAREHOLDER	P.O BOX 46971-00100	KENYA	ORDINARY: 9
			TOTAL	9 27

THE COMPANIES ACT, 2015

Records pursuant to the below company held by the Companies Registry as at 26 Sep 2024

COMPANY	TRIPLE EIGHT CONSTRUCTION KENYA LIMITED
COMPANY NUMBER	C.62127
NOMINAL SHARE CAPITAL	00,000.00
NUMBER AND TYPE OF SHARES (VALUE PER SHARE)	ORDINARY: 1000 (KES.100.00 EACH)
DATE OF REGISTRATION	16TH NOV, 1994
REGISTERED OFFICE	P.O BOX 54702 TELEPHONE: , EMAIL: COUNTY , DISTRICT', LOCALITY: STREET BUILDING
POSTAL ADDRESS	P.O BOX 54702
ENCUMBRANCE	

Name of Directors and Shareholders of the above, company with their particulars are as follows

NAME	DESCRIPTION	ADDRESS	NATIONALITY	SHARES
RIGATHI GACHAGUA	DIRECTOR	P.O BOX 15315 LANGATA	KENYAN	
JOHN MWAI MATHENGE	DIRECTOR	P.O BOX 46971 GPO	KENYAN	
PETER NJOROGE REGERU	DIRECTOR	P.O BOX 46971 G,P,O	KENYAN	
RIGATHI GACHAGUA ,JOHN MWAI MATHENGE AND PETER NJOROGE REGERU AS THE EXECUTORS OF THE ESTATE OF THE LATE JAMES NDERITU GACHAGUA	SHAREHOLDER	P.O BOX 46971-00100	KENYA	ORDINARY: 100-0 28
			TOTAL	1000

Reoords relating to the below company [illegible] by the, Companies Reglistry as at.2Ji Sep, 2024,

COMPA_NV'	BIIOVET (K) LIIMITE
COMPANY NUMBER	CPR/200 /4880
NOMINAIL SHARE C.AP,ITAL	100,0'00.00
N EIRAND TYPE OF SHARES (VAtUE PIER SHARE.)	ORDINARY: 1000 (KES 100.00 EACH)
DATE OF REGISTRATI0N	10TH JUN, 2009
REG,ISTEIRED OFFICE	PO: Box: 15315 G P O NA-1ROBII TELEPHO1NE: +'254792746.,16'LO EMAIL: tNFO@CRVSTALKENVA.CO.K= C0UNTV : DISTRICT , LOCALITV: STtREET: HAILE 'SEIASIE AVEN , B,UIILDI:NG NO 209/6.5-45
P0STAL ADDRESS	P.0 BOX 15315 G.P.0 NAIIROBII
ENCUMBRANCES	

Name of Directors and Shariehtolde of the above company wit their part ar are as follows

NAME	DESCR'IPTIO'N	ADDRESS	N ATIONAILITV	SHARES
MUGO MUNGAI	SECRETARV'		N/A	ORDINARY: 0
RIGATHJ GACHAGUA	o,:IRECTOR/,SHARE EI R	P.O BOX 8846 CIITY souiARIE	KENYAN	ORDIN 200
DORC.AS WANJIKIU RIGATHI	DIRECTOR/SHAREHOLDER	P.O BOX 15315 LANGATA	KENYAN	ORDINA1RV:
			TOTAL	400

29

THE C0 MPANIE AOT, 20·15

Records relating to the below company held by the Companies Registry as at **26 Sep 2024**

C,QIMPANY	TE HNICAL SUPPL AND SERVICES L:IMIITED
CO,MPANV' NU:MBER	CIPR/2009/4895
NOMINAL s:HARE c.APITAL	100,0'00.00
NUMBER AND TYPE OF SHA:RES (VALUE P1ERSHARE)	ORDIN RV 400 (KES 250.00 EACH)
CATIE OF RE ISTRATION	9TH JUN,2009
REG'ISTERED OFFICE	P.O 1s31 s 00s0g TELEPH0 NE. 47SD, E1MAII: COU1NTV: , D.ISTRIICT: , LOCALITY. STREET: LDING
POSTAL AD0 R.ESS	P.O BOX 15315 00509
E	

Name of Directors and Shareholders of the above company, with their particulars are as follows

NAME	DESCRIPTION	ADDRESS	NATIONALITY	SHARES
G,MUGO MUNGAI	SECRETARY		N/A	O.RDIINARV' 0
RIGAT GACIHA·GUA	DIRE-cTOR/SHAREHOL	P.O BOX 15315 LANGATA	KENYAN	400
FRANCI MIUC1HIRI WA,NG,UO	IRECTOR	P.O BOX 15315 LANGATA	KENVAN	
			TOTAL	400

THE COMPANIES ACT, 2015

Records relating to the below company held by the Companies Registry as at 26 Sep 2024

COMPANY	ROCK QUARRIES LIMITED
COMPANY NUMBER	C.89395
NOMINAL SHARE CAPITAL	100,000.00
NUMBER AND TYPE OF SHARES (VALUE PER SHARE)	ORDINARY: 1000 (KES 100.00 EACH)
DATE OF REGISTRATION	11TH APR,
REGISTERED OFFICE	P.O BOX 3049 TELEPHONE: EMAIL: COUNTY: , DISTRICT: LOCALITY: STREET: B
POSTAL ADDRESS	P.O.BOX 3049
ENCUMBRANCES	

Names of Directors and Shareholders of the above company with their particulars are as follows

NAME	DESCRIPTION	ADDRESS	NATIONALITY	SHARES
PETER NJOROGE REGERU	DIRECTOR	P O BOX 46971 G.P.O	KENYAN	
JOHN MWAI MATHENGE	DIRECTOR	P.O BOX 41115 G.P.O NAIROBI	KENYAN	
RIGATHI GACHAGUA	DIRECTOR	P O BOX 15315 LANGATA	KENYAN	
RIGATHI GACHAGUA,JOHN MWAI MATHENGE AND PETER NJOROGE REGERU AS THE EXECUTORS OF THE ESTATE OF JAMES NDERITU GACHAGUA	SHAREHOLDER	P.O BOX 54702 CITY SQUARE	KENYAN	ORDINARY 1
			TOTAL	10081

THIE C0 MPANIES ACT, 2015

Records relating to the below company held by the Companies Registry as at: 26 Sep 2024

COMPANY	RIGATHI GACHAGUA FOUNDATION
COMPANV NUMBER	CLG-XXFXRG,
DATE OF REGISTRATIIO,N	11TH NOV, 2022
REGISTERED OFFICE	P.0 BOX 29294 G.P.O NAIRO'B TELEPHONE +2542356,5328,, EMAI'L: RIGATHIGACHAG.JIAFOUNDATION@GMAI L.CO'M COUINTV:NAIRo s 1 o,:1STRICT: STAREHE 01sTR1c·r, LOCALITY: CB,D ST.REET HARAMB'EE AVENUE, BUIILDIING: HAR_AMBEE HOIUSE ANNEX
POSTAL ADDRESS	P.0 BOX 29294 G.P.O NAIROB
ENCUMBRANCES	

Name of Directors and Members of the above company with their particular as at as follows:

NAME	DESCRIPTIION	ADDRESS	NATIONALITY
RIGATHI GACHAGUA	DIRECTOR/MEMBER	P.O BOX 292.91 G.P.O NAIROBI	KENYAN

THE COMPANIES ACT, 2015

Records relating to the below company held by the Companies Registry as at 26 Sep 2024

COMPANY	GRAND BYPASS APARTMENTS LIMITED
COMPANY NUMBER	PVT-5JUZEKL8
NOMINAL SHARE CAPITAL	1,000000.00
NUMBER AND TYPE OF SHARES (VALUE PER SHARE)	ORDINARY: 100000 (KES 10.00 EACH)
DATE OF REGISTRATION	11TH JAN, 2024
REGISTERED OFFICE	P.O BOX 54702 CITY SQUARE TELEPHONE: +,254722206884., EMAIL: LANGATAVIEWNEWS,PV@GMAIL.COM COUNTY: NAIROBI, DISTRICT: LANGATA DISTRICT, LOCALITY: LANGATA STREET: SOUTHERN BYPASS, BUILDING: LANGATA VIEW APARTMENTS
POSTAL ADDRESS	P.O BOX 54702 CITY SQUARE
ENCUMBRANCES	

Name of Directors and Shareholders of the above company with their particulars are as follows

NAME	DESCRIPTION	ADDRESS	NATIONALITY	SHARES
RIGATHI GACHAGUA	DIRECTOR	P.O BOX 54702 CITY SQUARE	KENYAN	
JOHN MWAI [illegible] E	DIRECTOR	P.O BOX 54702 CITY SQUARE	KENYAN	
PETER NJOROGE REGERU	DRECTOR	P.O BOX 46971 G.P.O NAIROBI	KENYAN	
VIPINGO BEACH RESORT LIMITED	SHAREHOLDER	P.O BOX 54702 CITY SQUARE	KENYAN	ORDINARY: 1
			TOTAL	1

DATED 1tl OCTQSi:.R 2023

WAIN HOLDINGS LIMITED

- to -

ABERDARE SAFARI HOTELS LIMITED

DISCHARGE OF CHARGE

over

TITLE NUMBER: NYERI MUNICIPALITY/BLOCK 1/1669

---

dDENTONS HAMILTON HARRISON & MATHEWS

Hamilton Harrison & Mathews
Advocates
1st Floor, Delta Office Suites
Off Waiyaki Way
P.O. Box 30333 - 00100
NAIROBI
Ref: 0001696.00005

Kshs 71,980/-

Form LRA-58 r 74(1))

-F

1b

REPUBLIC OF KENYA
THE LAND REGISTRATION ACT
THE LAND REGISTRATION (GENERAL) REGULATIONS, 2017

Date received 22 NOV 2023 Presentation Book No. 457/11/2023 Official fees Paid Kshs T3597

30/10

KENYA

DISCHARGE OF CHARGE

TITLE NUMBER: NYERI MUNICIPALITY/BLOCK 1/1669

Date of Discharge	30TH OCTOBER 2023
Date of Registration of Charge(s) and entry number	Charge dated 23rd February 2021 and registered on 25th February 2021 as entry number 4 on the encumbrance section.
The Chargor	**ABERDARE SAFARI HOTELS LIMITED**, a limited liability company incorporated under the laws of Kenya, issued with a Certificate of Incorporation Number **C.15857** and of Post Office Box Number 14815-00800 Nairobi, Kenya.
The Chargee	**WAIN HOLDINGS LIMITED**, a limited liability company incorporated under the laws of Kenya issued with a Certificate of Incorporation Number **C.29524** and of Post Office Box Number 14815-00800 Nairobi, Kenya.
The Principal Amount secured under the Charge	**Kenya Shillings One Hundred and Forty-Three Million Eight Hundred and Eighty-Five Thousand and Forty-Two (Kshs. 143,885,042.00/-)** only.

The amounts secured under the Charge havinf been paid or otherwise secured, the Chargee **HEREBY DISCHARGES** the Charge shown as entri number 4 n the Encumbrances Section of the register of the above-mentioned Title wholly.

IN WITNESS WHEREOF, this Discharge has been duly executed as a deed on the date and year mentioned above.

Attested

Pursuant to Section 45(3) of the Land Registration Act No. 3 of 2012, the Registrar by registering this Discharge of Charge hereby confirms that this Discharge of Charge has been properly executed and dispenses with further verification.

REGISTERED this ..... 2d1a of .....N .V, ...202-.[J

ENTRY in Encumbrances Section Number...g.. (./Y.J.E:r)

Seal .....

LAND REg LSTRAR

Name: ...f(_/,\J•... -- Registrar's t5tamp/No .....?J1i1.....

Signature: sq1

F. W. Galonga

Drawn by:
Hamilton Harrison & Mathews Advocates
1st Floor, Delta Office Suites
Block A, Off Waiyaki Way, Muthangari
P.O. Box 30333-00100
Nairobi
Email: info.kenya@dentons.com
Ref: 0001696.00005

KENYA REVENUE AUTHORITY

www.kra.go.ke

Payment Sllp

(SWIFT/RTGS)

For G@1stions
Contact KRA Call Centre
Tel: +254 (020) 4999 999
Cell: +254(0711)099 999
Email: callcentre@kra.go.ke

12

Taxpayer PIN : P000609898V

Name and AddreH :

ABERDARE SAFARI HOTELS LIMITED
EURODENT CENTRE, NAIROBI CITY (WEST), Westlands District,
PO Box:14815,
Postal Code:00800

Confirmed KRA
02/11/2023

Payment Registration Date: 31/10/2023

Payment Registration Number

2020230003815594

Payment Details

Sr.No.	Payment Type	Special Tax Obligation	Total Amount to be Paid (Ksh)
1	Self Assessment Tax	(0503) Stamp Duty	71,980

Sr.No.	Name of registrar/ AneHor	Remarks of Registrar / Assessor	Date of
1			

Sr.No.	Instrument Type	Instrument Date	Assessed Value(Ksh)	Penalty Amount(Ksh)	Amount of Duty Assessed to Pay	Title Number	Land Rent Number
1	Discharge/ Reconveyance	30/10/2023	71,980	0	0		

Transferor's Details

Sr.No.	Name	PIN
1	ABERDARE SAFARI HOTELS LIMITED	P000609898V

Ksh 535,000,000

/;fO OJ- 0/-

/p 500 P

le 500 P

Form LRA 49 (r. 61(1))

REPUBLIC OF KENYA

THE LAND REGISTRATION ACT

THE LAND REGISTRATION (GENERAL) REGULATIONS, 2017

Date Received paid	Presentation Book No...L/fY/t;/w,¥f.	Official Fees Kshs.

DEPARTMENT OF LANDS RECEIVED 22 NOV 2023 P.O. Box 679 - 10100, NYERI

TRANSFER TO COMPANIES AND LIMITED LIABILITY PA·RTNERSHIPS

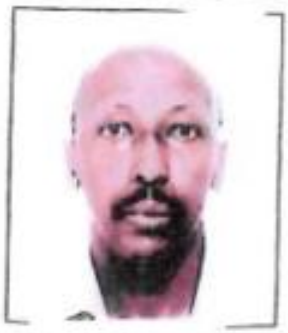
TITLE NO: NYERI/MUNICIPALITY BilOCK1/f6 9

Date	14th November 2023
Transferor	ABERDARE SAFARI HOTELS LIMITED, a umite-tf fy.pompany incorporated under the laws ofKenya, issued a p rtificate of Incorpo ation Number C.15857 and -of Po't 9_t lce Box Number---; 4., 00800 Nairobi, Kenya (mm fter referred to as the""lr risferor" which expression a - ,rp,ere the conte*t d:-§ s j lude the Transferor-'s c9¢•ssq s and assigns) of the one part
Transferee	CR:'J'S AL KENYA LIMITED, a V J mited liability company in,corpp,l1 ted under the laws of Kenya, issued with a Certificate of J co oratton Number:CPR/2 9/489 8 and of Post Office Bo,s N9 ber 5620-00 506 airobi (heremafter referred to as the 'T,• nsferee" which yfpw,s1j1lll shall where the c n ext admits ihclude the Transfe s successors and pem>iitted 4ISSIgn) the other part.
Consideration	Kenya Shillings Five Hi!!dre<butd Thirty-five Million (shs. $35 000,000/-)

This TRANSFER witnesses as follows

1. The Transferor as the legal and beneficial owner HEREBY:T k_\NSFERS an right title and interest in the above Title.
2. The Transferor acknowledges receipt of the Consider t on.
3. The Transfer is subject to the provisions of The Land Act, 2012, The Land egistration Act 2012 and the interests noted in the Register of the Title but otherwise the rom. encumbrance

IN WITNESS whereof the Transferor and the Transferee have signed this Transfer.

Signed by the duly authorized representatives of the Transferor ABERDARE SAFARI HOTELS LIMITED in the presence of ..... *Name and signature of person Certifying*	 Name: Robert Gethenji ID No: 7112569 Pin No: A002483776A Signature: .....  Name: Kenneth Wairbechi P/P No: 3963851 Pin No: A00121469[illegible] Signature: .....

SIGEE KOECH
HAMILTON HARRISON & MATHEWS
ADVOCATES
DELTA OFFICE SUITES, WAIYAKI WAY
P. O. BOX 30537
G20 - NAIROBI 00100

Certificate of Verificarion under Section 45 of the Land Registration Act

I CERTIFY that the above-named Robert Gethenji & Kenneth Wairbechi appeared before me on the 26th day of October 20[illegible] and being known to me/ being identified by their Kenyan Identity Cards acknowledged the above signatures or marks to be theirs and that they had freely and voluntarily executed this instrument and understood its contents.

.....
Name and signature of person certifying

SIGEE KOECH
HAMILTON HARRISON & MATHEWS
ADVOCATES
DELTA OFFICE SUITES, WAIYAKI WAY
P. O. BOX 30537
G20 - NAIROBI 00100

Sl,]m'.i lw the duly nuthori71.xi rq1rcscntati,-c.s of the Tran.s fcrcc CRY◆TAL "-ENYA LIMITED in the pn.'sl..1in.' of

PRISCAH MWINZI
ADVOCATE
P. O. B01 29294-00 i 00,NAIROBI

.....

S Ime andsignarure o fperson

Cerr[Ping



Name: KEVIN G/\CII/\GU/\ RIG/\ THI
ID No: 28135806
Pin No: A008050329E

Signature: x..◆ .....



Name: KEITH IKINU RIGATHI
ID No:30063527
Pin No: A011499351C

Signature: x.....◆ .....

Certificate of Verification under Section 45 of the Land Registration Act

CERTIFY that the above-named KEVIN GACIIAGUA RIGATIII & KEITH IKINII RIGATHI appeared before me on the .....day of.....20.....and being known to me/ being identified by their Kenya◆ Identity Cards acknowledged the above signatures or marks to be theirs and that they h:ld freely and voluntarily executed this instrument and understood its contents.

PRISCAH MWINZI
ADVOCATE
P. O. Box 29294-00100,NAIROBI

.....

Name and signature of person certifying

SIGN HERE

REGISTERED AND SEALED this ...-?.-y of...-- .(....20.../45.....

Seal.....

LAND REGISTRAR

Name: ...F.W. GATONGA..... Registrar's Stamp/No...397.....

Signature: .....

F. W. Gatonga '397

Drawn By:-

Kisilu, Wandati and Company Advocates
Royal Offices, 3rd Floor, Suite 36
Mogotio Road, Off Chiromo Lane
P. O. Box 29294-00100
Nairobi
Tel: +254 722487 860, +254 723 354 077
Email: info@kwc.co.ke
Web site: www.kwc.co.ke

1' ENYA REVENUE AL' I'I fORITY

Payment Slip

For General Tax Question
Contact KRA Call Centre
Tel: +254 (020) 4999 999
Cell: +254(0711)099 999
Email: callcentre@kra.go.ke

.www.kn1.go.ke

Payment Registration Date: 14/11/2023

Payment Registration Number
20202300040758S7

ROYAL SUITES, NAIROBI CITY (WEST), Kasarani District,
PO Box 706-458,
Postal Code

Payment Details

Sr.No.	Payment Type	Special Tax Obligation	Total Amount to be Paid (Ksh)
1	Self Assessment Tax	(0503) Stamp Duty	301,000

Sr.No.	Name of registrar/ Assessor	Remarks of Registrar / Assessor	Date of Approval
1			

Sr.No.	Instrument Type	Instrument Date	Allleased Value(Ksh)	Penalty Amount(Ksh)	Amount of Duty Assessed to Pay(Ksh)	Title Number	Land Rent Number
1	Charges under RTA/ Mortgage under GLA / Debentures	14/11/2023	301,000	0	0		

Transferee's Details

Sr.No.	Name	PIN
1	Credit Bank Limited	P000598609F

Transferor's Details

Sr.No.	Name	PIN
1	CRYSTAL KENYA LIMITED	P051303566B

EQUITY BANK (KENYA) LIMITED
14 NOV 2023
TELLER 3
CORPORATE BRANCH

42

FORM 13 (H.LA-Governrnent (General))

Presentation Book: 57. 12. 011 No. 20

Date Received for Registration: 7. 12 2011

Registration Stamp: 2011

Receipt No. 2349979

KENYA

500/2

NEW RQ 300/2

L/C 500/2

7/12/2011

REPUBLJC OF KENYA

THE REGJSTERED LAND ACT, 1963

(Cap 300)

LEASE

REGISTRATION DISTRICT: NYERI

TITLE No.: NYERI MUNICIPALITY BLOCK 1/1669

THE PRESIDENT OF THE REPUBLIC OF KENYA on behalf of the Government of the Republic of Kenya in pursuance of a surrender

HEREBY LEASES to **ABERDARE SAFARI HOTELS LIMITED, a limited liability company duly established under the provisions of the Companies Act (Cap 486) of the Laws of Kenya of NAIROBI (Post Office Box Number 14815 - 00800)**

hereinafter called "the lessee"

ALL THAT piece of land comprised in the above mentioned title containing by measurement eight decimal nought three eight (8.038) hectares or thereabouts;

for the term of ninety nine (99) years;

from the first day of November 2006;

at the annual rent of shillings two hundred and forty thousand seven hundred and sixty (KShs.240,760/=) (revisable) w.e.f. 1/6/2011;

payable in advance on the first day of January in each year. and subject to the provisions the Government Lands Act (Chapter 280) and the following conditions:

SPECIAL CONDITIONS

1. No further buildings shall be erected on the land nor shall additions or external alterations be made to any buildings otherwise than in conformity with plans and specifications previously approved in writing by the Commissioner of Lands and the Local Authority. The Commissioner of Lands shall not give his approval unless he is satisfied that the proposals are such as to develop the land adequately and satisfactorily.

Dated this * day of 20f.L

SIGNED By: ZABLON AG\\!ATA MABEA

The Commissioner of Lands by order of the President in the p:·escnee of:

f41b!

LANO REGISTRAR

COMMON SEAL of the Lessee was affixed hereto in the presence of:

I CERTIFY that the above named

appeared before me on the ..... day of ..... , 20 .....

and being known to me/being identified by*

acknowledged the above signatures or marks to be his/hers/theirs and that he/she/they had fredy and voluntarily executed this instrument and understood its contents.

.....

Signature and Designation of Person Certifying

REGISTERED this ..... 7-. day of J> .....,20..\\.....

DRAWN BY:

.....

LAND REGISTRAR
P.O. Box 30089
NAIROBI

* Delete whichever IS not applicable

Chisys Lands

Titles for the Lands Reg

ed for registration: Presentation Book Registration fees sh. 500/-
No. u::::H.'-t- Paid Receipt No. 6744278
G\ \ZO\ 198/3/20 LY 13780297
Rec. 502
-/i) - 502
Tacit

REPUBI ,IC OF KENVA

TI IE R.EOISTbRFD LAND ACT 1993
(Cnp. 300)

129

TRANSFER BY PERSONAL REPRESENTATIVE TO PERSON ENTITLED UND n -A-\I/ILL-QR ON AN INTESTACY

TITLE NO. LR. NO. RUGURU/KIAMARIGA/1223

I, **Public Trustee of the Republic of Kenya of P.O. Box 49672 NAIROBI,** as personal representative(s) of **NAFTALY GUANDARU GATHOGO** deceased **HEREBY TRANSFER** to **HANNAH GATHONI MUGO absolutely. As per family agreement of P.O. Box 212 SAGANA** being the person(s) entitled thereto **muler-tst@'"ill** on the intestacy) of the deceased the interest of the deceased comprised in the above mentioned title.

Dated this..... L' ..... Day of .....w.:'9. ... 20.. .-- .....

SEALED with the official seal of the Public)Trustee and SIGNED in authentication thereof by EUNICE JEPCHIRCHIR SAWE, the Public Trustee of Republic of Kenya.
.....

IDNO..... jyj.
PIN No..... ..
SignHture.....

Signed by the Transferee(s)
In the presence of:-

WABANDI STANLEY GACHERU
ADVOCATE
SIGN.....
P.O. Box 2300-10140 NYERI



I certify that this is a true image of the ... 19-11-14
JOHN GACHERU ADVOCATE
P.O. Box 2300 - 10140 NYERI

ID NO. ...4583
PIN NO. A004521235J
Signature.....
LTP

I CERTIFY that the above n HANNAH-GATHONI MUGO of P.O. Box
appeared before ... on the ..'day of. ... and, being identified by ...
[or being known to me] acknowledged the above **signature or marks** to be **his/hers/thews**
Itelsheithey-freely and voluntarily executed this instrument and understood its contents.

WABANDI ... ADV ... SIGN ... P.O. Box ... NYERI

Signature and Designation of Person Certifying

REGISTERED this ..... (?'\ ..... day of ..... N\ ..... 20 .....

S. M ?JwMp.w'a 3/7

Land rar

"Note: The person attesting the signature must authenticate the coloured passport size photograph, National ID Number and Tax PIN Number".

*Delete which is not applicable

Drawn by: **The Public Trustee**
Postal Address: **Central Provincial Headquarters**
Block 'A' 3rd floor room 305
P O Box 1774
NYERI

GPK(L)5

PT/NYI/56/99

DATE .....

ed for registration: Presentation Book No. 590/02/2015 Registration fees sh 500/- Paid Receipt No. 6744298

C|6 \2-(::>t 198/3/2018 47802977

Resub 500/-

REPUBLIC OF KENYA

THE REGISTERED LAND ACT 1993
(Cap. 300)

131

TRANSFER BY PERSONAL REPRESENTATIVE TO PERSON
ENTITLED UNDER A WILL OR ON AN INTESTACY

TITLE NO. **LR. NO. RUGURU/KIAMARIGA/1223**

I, **Public Trustee of the Republic of Kenya of P.O. Box 49672 NAIROBI,** as personal representative(s) of **NAFTALY GUANDARU GATHOGO** deceased **HEREBY TRANSFER** to **HANNAH GATHONI MUGO absolutely. As per family agreement of P.O. Box 212 SAGANA** being the person(s) entitled thereto tui@r-ft@-will on the intestacy) of the deceased the interest of the deceased comprised in the above mentioned title.

Dated this. ·····—·:··\-ftt:..... Day of ..... . ·····20.I. .....

SEALED with the official seal of the)Trustee and SIGNED in authentication thereof by EUNICE JEPCHIRCHIR SAWE, the Public Trustee of Republic of Kenya.
.....

ID N0 ..... 1 .....
PIN No ....
Sign=!!"- .....

Signed by the Transferee(s)
In the presence of:-

WABANDI STANLEY GACHERU
ADVOCATE
SIGN.....
P. O. Box 2300-10140 NYERI



ID No.....
PIN No.fRQ(-AS:;L ¼.J
Signature .....
L.rP

47

I rFRTIFY thnt the nhove njncd IIANNAH GATI IONI MUGO of P.O. llo, appeared hcfor, me nn th, \8\ .Tiny of. ....20 ..... and, hcing identified by ..... [\I' bdng kHWd in me] ncknowlcdgcd the above signnttu-c or mnrks to be h-is/hers/t-h... 4ff. hu# he}-fic,ly nnd vnhmturily executed this instrument and understood its contents.

WABANDI STANDARD GACHERU
ADVOCATE
SIGN.
P.O. Box 2300-10140 NYERI

....
Sigr1.. nd Designation of Person Certifying

REGISTERED this ..... '\ ..... day of ..... 5:' .....20.. \9J..... .

S. M. Dwanzaw a '337
.....
Land Registrar

"N te: The person attesting the signature must authenticate the coloured passport size photograph, National ID Number and Tax PIN Number".

*Delete which is not applicable

Drawn by: .The Public Trustee
Postal Address: entral Provincial Headquarters
Biock 'A' 3rd floor room 305
P 0 Box 1774
NYEIU

GPK(L)5

PT/NY 1/56/99

DAH ....

...red for registration: 20 ... 28/02/2015 6/3/2018

Presentation Book No. 589/02/2015 198/3/2018

Registration fees Ksh. 500/- Paid Receipt No. 6744278 4780297 R.L.19

REG-SUB 12

Resub 500k

REPUBLIC OF KENYA

THE REGISTERED LAND ACT
(Cap. 300)

APPLICATION TO BE REGISTERED AS PROPRIETOR BY TRANSMISSION

TITLE NO. **LR. NO. RUGURU/KIAMARIGA/1223**

I, **Public Trustee of the Republic of Kenya of P O Box 49672 NAIROBI,** as personal representatives of **NAFTALY GUANDARU GATHOGO** deceased **HEREBY APPLY** to be registered by transmission as proprietor in place of the deceased of his interest in the above mentioned title, and in support thereof attach the Grant as required by section 119 (1) of the Act .

Dated this..... \.*. .....day of ....**20.&fl.**

SEALED with the official seal of the Public Trustee and SIGNED in authentication) thereof by EUNICE SAWE, the Public Trustee of the Republic of Kenya.)

I CERTIFY that the above named **EUNICE SAWE** appeared before me on the ...\ . ..... day of ..... - .....20 ..**fl.\{** and, being **known to me** acknowledged the above signatures to be **hers** and that **she** had freely and voluntarily executed this instrument and **understood its contents.**

ADVOCATE

REGISTERED this .....day of 20 337

..... Registrar

GPK(L)

PT/NYI/56/99

R.L.19

REPUBLIC OF KENYA

THE REGISTERED LAND ACT
(Cap. 300)

APPLICATION TO BE REGISTERED AS PROPRIETOR BY TRANSMISSION

TITLE NO. **LR. NO. RUGURU/KIAMARIGA/1223**

I , **Public Trustee of the Republic of Kenya of P O Box 49672 NAIROBI,** as personal representatives of **NAFTALY GUANDARU GATHOGO** deceased **HEREBY APPLY** to be registered by transmission as proprietor in place of the deceased of his interest in the above mentioned title, and in supp01t thereof attach the Grant as required by section 119 (1) of the Act

Dated this..... day of ..... **20.Y.!f.**

SEALED with the official seal of the Public Trustee and SIGNED in authentication) thereof by EUNICE SAWE, the Public Trustee of the Republic of Kenya.

I CERTIFY that the above named **EUNICE SAWE** appeared before me on the **J.** day of .... 20. and, being **known** to **me** acknowledged the above signatures to be **hers** and that **she** had freely and voluntaril– and understood its contents.

ADVOCATE

SIGN .....

REGISTERED this .....day of .....20.....

GPK(L)

PT/NYI/56/99

50

OFFICIAL USE ONLY R.L.28

.JDERMENTIONED PRESENTOR]:uments presented for registration are -tuned herewith together with ..... -able to register .... p/ase refer to the conditions appe1taining to Rejections overleaf. I am, Sir(s), Your Obedient servant *land Registrar*	DESPATCHED 1 - - - - - - - - - - - - + - - - - - - - - - - - - - - - -	RECEIVED ORIGINAL

The Conditions on the Back of this Form shall be Complied with

REPUBLIC OF KENYA

THE REGISTERED LAND ACT
(CAP. 300)

APPLICATION FOR REGISTRATION

I hereb>Yaoo1y for t1e registration of the undermentioned instruments in the fo llowing order of priority:-

DATE OF INSTRUMENT	DESCRIPTION	TITLE NUMBER	FEE	FOR OFFICIAI USE ONLY
	Transfer by Personal Representative RL.7, RL. 19	**LR.NO.RUGURU/ KIAMARIGA/ 1223**	**250**	
Please issue Land Certificate,ICeFtifieate-s f-bease.			**200**	
Additional fee at *SH.5, Sh.25 each			**125**	
P.0./M.O./Cheque attached hereto the value of Sh.			**575**	

The following documents are enclosed:-

Land Certificate
CeFtifieate-s f-bease
bease-(el:113lieate-ane-t iplieate)
Charge-(el:113lieate-ane-triplieate)
Clearanee-CeFtifieate
Estate Dl:ly-CeFtifieate
besssr's-esnsent-in-terms s h h e-bease.

Division Land Control Board Consent
Chargee's consent in terms of the charge

Certified Copies of Letters of Administration and the Confirmation thereof.

Special instructions, including in appropriate cases the name and address of the person to whom the documents are to be sent if other than the presentor:-

.....

.....

Signature .....
Name in Block Capitals OKINDA
Postal Address A$.Sf fr. PUBLIC TRUSTEE
P. 0. BOX 1774
NYERI

Date ....'0.' .....**20J.S.**

(The conditions on the back of this form must be compiled with)
**Delete whichever fee is not applicable*

IP.T.O.

P. &A. 41

offint of letters of administration intestate.

REPUBLIC OF KENYA

IN THE HIGH COURT OF KENYA AT NYERI

SUCCESSION CAUSE NO.H.CJRM 702 OF 2013

In the matter of the Estate of **NAFTALY GUANDARU GATHOGO** (Deceased).

BE IT KNOWN that on the **16th** day of **December, 2013** Letters of Administration Intestate of all the estate of **NAFTALY GUANDARU GATHOGO** (also known as .....) deceased late of **Nyeri** who died domiciled in **Kenya** on the **21st** day of **October, 1996** at **Bahati** which by law devolves to and vests in his/her personal representative were granted by this Court to **Public Trustee of P. O. Box 1774 Nyeri** (and ~~.....~~ ~~of~~ ~~.....~~) he/ having undertaken faithfully to administer such estate according to law and to render a just and true account thereof whenever required by law so to do.

ISSUED by the High Court/~~Resident Magistrate's Court~~/through the registry at **Nyeri** this **16th** day of **December, 2013.**

CERTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL
VERIFIED DATE 25/2/2016
RESISTANT PUBLIC TRUSTEE
FOR PUBLIC TRUSTEE - KENYA
OPK(L)

Signature: .....
Judge of the High Court
~~*Resident Magistrate*~~

Attested

Form LRA-58 (r. 74(1))

REPUBLIC OF KENYA

THE LAND REGISTRATION ACT

THE LAND REGISTRATION (GENERAL) REGULATIONS, 2017

Date Received ... Presentation Book No. ... Official Fees Paid ... Kshs.

DISCHARGE OF CHARGE

TITLE NUMBER:RUGURU/KIAMARIGA/1223

Date of Discharge:	
Date of Registration of Charge(s) and Entry Number	**18TH JUNE 2021**
The Chargor:	**NDUGI IRIMIA PETER ID NO.3391136 OF P.O BOX 1187, KARATINA.**
The Chargee:	**BIASHARA SACCO SOCIETY LIMITED P.O BOX 1895, NYERI**
The Principal Amount Secured Under the Charge(s)	**KSH.2,100,000/- (KENYA SHILLINGS TWO MILLION ONE HUNDRED THOUSAND ONLY).**

The amounts secured under the Charge(s) having been paid or being otherwise secured the Chargee **HEREBY DISCHARGES** the Charge(s) shown as entry number(s) ..... in the Encumbrances Section of the register of the above-mentioned Title wholly.

IN WITNESS WHEREOF this discharge has been duly executed as a deed the date and year mentioned above.

SIGNED BY THE OFFICIALS/OFFICIAL SIGNATORIES OF THE CHARGEE

in the presence of:

CHAIRMAN-

JOSEPH KAMAU NJAMUKU ....C/- ---?..... —7..... .....)

ID NO. 0582707

PINNO.A001126453K

:: ::1':W ANGI MACHARIA.t. .....) SEAL

ID NO.4342189

PIN NO.A002398308V

F

= :: i: = : ....]

ID. NO.7994160

PIN NO.A001863429X

In the presence of-

HARON MUCHIRI GATHONI
Advocate, Commissioner for Oaths
& Notary Public
P.O. Box 1268-10100, NYERI

Verification of execution pursuant to Section 45 of the Land Registration Act

I, **HARON MUCHIRI GATHONI an Advocate of the High Court of Kenya do hereby CERTIFY** that the above named **JOSEPH KAMAU NJAMUKU (CHAIRMAN) DR.PETER MWANGI MACHARIA (TREASURER) ROSE WANGARI KIMARU (C.E.O)** of the Chargee appeared before me on the .. ..day of ZJ W.2023 and being known to me/being identified by *ALL KNOWN TO ME acknowledged the above signature or Marks to be his (theirs) and that she (they) had freely and voluntarily executed this instrument.

HARON MUCHIRI GATHONI
Advocate, Commissioner for Oaths
..... 2-:-:- .....
P.O. Box [illegible] NYERI

...ure of person certifying

SIGNED by the Chnrgor:-



In the presence of:-

HARON MUCHIRI GATBONI
Advocate Commissioner for Oaths
& Notary Public
P.O. Box 126H-10100, NYERI

NDUGI IRIMIA PETER
ID NO.3391136
PIN NO.A002689837Z

Signature: .....

Verification of execution pursuant to Section 45 of the Land Registration Act

I, **HARON MUCHIRI GATHONI an Advocate of the High Court of Kenya do hereby CERTIFY** that the above named **IRIMgBET RID N0.3 91136** the **Chargo** appeared before me on the ..d- UGI ....day of.Dcj.. . . 023 and bemg known to me/bemg identified by ***RUTH GATH<JN'I GICHUKI ID N0.2 42524** acknowledged the above signature or marks to be his (theirs) and that she (they) had freely and voluntarily executed this instrument.

r:-:::C I P'IJCUIRI GA1I0NI
Advocate Commissioner for Oaths
& Notary Public
P. Q. C'ox. 06a. 10.100 N .:-

Name and signature of person certifying

REGISTERED this ..... 1:.. day of ..... (} S : f ... 20 ... Z8. .....

ENTRY in Encumbrances Section Number: ..

Seal .....

LAND REGISTRAR

{ J J J} ;S ? Stamp / No.1 '11, ...

DRAWN BY:
MUCHIRI WA G TI_IONI
& CO. ADYOCA1ES, 11,
PAMKI IIOUSE, 2nd FLOOR.1
P.0130X 1648,
NYERI.

14

,4YA REVENUE
,THORITY

Payment Slip

For General Tax Question*
contact KRA Call Centre
Tel: +254 (020) 4099 999
Cell: +2!M(0711)099 999
Email: callcentn,@loa.140.k*

,o.ka

,>ayer PIN : A0026898372

,ame and Addren :

Ndugi himia Peter
n/a, Ka1alina, Malhi1a Easl Disllicl,
PO Box:1187,
Postal Code:10101

Payment Regla1nition Date: 26/10/2023

Payment Regla1nition Number
2020230003776145

Payment Details

Sr.No.	Payment Type	Special Tax Obligation	Total Amount to be Paid (Kah)
1	Seir Assessment Tax	(0503) Stamp Duly	1,080

Sr.No.	Name of registrar/ Aaaeuor	Remarks of Registrar/ As1euor	Date of Approval
1			

Sr.No.	Instrument Typo	Instrument Date	Assessed Value(Ksh)	Penalty Amount(Ksh)	Amount of Duty Assessed to Pay(Ksh)	Titlt Number	Land Rent Number
1	Discharge/ Reconveyanee	26/10/2023	1,080	0	0		

Transferor's Details		
Sr.Ho.	Harne	PIN
1	Ndugi Irimia Peter	A0026898372

(To be filled by taxpayer during payment at bank)

CHEQUES ONLY		
Drawer Bank	Cheque No.	Amount (Kah)

Amount In Words: One thousand eighty Kenyan Shillings

CASH ONLY		
Currency	Count	Amount (Kah)
1,000 x		lwu
500		
200		
100 x		
50 x		
40 x		
20 x		
10		
5		
1		
Total Amount (Kah)		1,0

SOLIDATED BANK OF KENYA LTD
RECEIVED
OCT 2023
NYERI BRANCH

BANK STAMP AND ENDORSEMENT

SD 20,000/=
TD 500/=
Reg 500/=

Date received for registration Sh.....
.....20.....472/10/23 No.....*./20 paid. Receipt
No.....

Ksh 1000.0

DEPARTMENT OF LANDS RECEIVED 29 OCT 2023 P.O. Box 679 - 10100 NAIRI

Presentation Book

Registration Fees:

REPUBLIC OF KENYA

THE REGISTERED LAND ACT
(Cap. 300)

TRANSFER OF LAND

TITLE NO.....L.R. NO. RUGURU/KIAMARIGA/1223.....

I, NDUGIffiIMIA PETERIDN0.3391136ofPostOfficeBoxNumber **1187-10101 KARATINA** ..... in consideration of.....**SALE** ..... (the receipt whereof is hereby acknowledged) **HEREBY TRANSFER** to..... **RIGATHI GACHAGUA** ID **NO.60191105** of Post Office Box Number **15315-00509 NAffiOBI** the land comprised in the above mentioned title.

The Transferees declare that they hold the land as joint proprietors/as proprietors in common* in the following undivided shares:-

(i) **RIGATI I GACHAGUA - ABSOLUTELY**

Dated this..... S.. .....day of..... Cc\ 2023

Signed by the Transferors in the presence of:-

CHARLES WAHOME GIKONYO
Advocate, Commissioner for Oaths
Notary Public

Certified a true CLEY of the originalti 252 dayoi odp.ac1t

W Giic'bri)o
Advocate <-ommissi0ner for Oaths

SIGNATURE....E
ID NUMBER..J ?:JUJ
PIN NUMBER.....

I CERTIFY that the above named ..... NDUGI IRIMIA PETER .....appeared before me on the..... S day of.....CO. C 0 .2023 and being kno to me/being identified by

..... acknowledged the above signatur ks io be his [thei..] and that he [they] had freely and voluntarily executed this instrument and unrl to ā s€t tents

Tre lintl Designation of
rp_W.eiftm Certifying

*Delete whichever is not applicable
(P.T.O)

Pi a tuu c.u, .l
tre u ... lf'Aclay of...'?..(W.i.f.(
20.?.-L.....-
a; ties Wah li kmiyo L ....
tdvocatc & ♦-♦♦oner for OsLIl

Signed by the Transferee
in the presence of.-



CHARLES WAHOME GIKONYO
Advocate, Commissioner for Oaths
Notary Public, CPS (K)
P.O. Box 2088 - 10100, NYERI
Tel: 061-2030822
Cellphone: 0722 - 822 801

SIGNATURE,

ID NUMBEIt Col <JIf rJS

PIN NUMBER. A001120140M

I CERTrFv1at the above named..... RIGATHI GACHAGUA a peared b e'ae me < the..... ...day of..... (.). C—1 2023 and being known to me/bemg Identified by ..... acknowledged the above signatures or marks to be his [theirs] and that he [they] had freely and voluntarily executed this instrument and understood its contents.

CHARLES WAHOME GIKONYO
Advocate, Commissioner for Oaths
Notary Public, CPS (K)
P.O. Box 2088 - 10100, NYERI
Tel: 061-2030822
Cellphone: 0722 - 822 801

.....
Signature and Designation of Person Certifying

REGISTERED this 27TH day of 2023

.....
Land Registrar

***Delete whichever is not applicable**

DRAWN BY:-
M/S WAHOME GIKONYO & COMPANY,
ADVOCATES,
KONAHAUTHI SUITE F5,
KANISA ROAM ATHI WAY,
P.O. BOX 2088-10100,
NYERI.

gistrnr's Copy) (FOHM 2A)

REPUULIC OF KENYA

1102211

THE LAND CONTROL REGULATIONS, 1968

The LMI\\ I\ Land Control Board

To: NDUGI IRIMIA PETER

Date 1 ·lo, "202-

Reg. No. Q ·····:\0··· ;I·0)_

L.O.R. No. -·-·-

SIR/MADAM.

LETTER OF CONSENT

1. With reference to your application dated the ....., 20 ..... the Board gave its consent to the ctlt crtrol ld.t ct ion at its LC-1b meeting held on the ....., 20 .....

2. Nature of Transaction:

(a) L.R. or Parcel No R!!,0, a:.L t;t::-tt/···l:.?.:?!.....

(b) Locality .....

(c) Sale, lease, subdivision, mortgage, charge, etc a—.Sacel&..S..

(d) Names of Parties-

(i) from t:.! ····· .. P.T.0:7 .....

(ii) to ·····-'r1:...T.t(J...C(A.C.t1A. Y/1-

(e) Length of term ..... @.'11:?. .....

(f) Consideration .....

3. Special conditions of approval of subdivision:

(a) .....

(b) .....

(c) .....

(d) .....

(e) .....

t.AND-CON.TRO.LaO..t, P..

P.O. i o'f.' iATINA

DATEa..

.!!16 /pbo,op-o

I am, sir/Madam,

Your obedient servant

Clwimum

) -. ..\?.' ..L. ./,awl Collnrl lloard

Copy to:

The Commissioner of Lands, Nairnhd

The Central Agricultural Board.

GPK (SP) 7234 - 80m Bks. 04/2021

ardhisasa
Shambo Laho, Hati Safi!

Phone: 0743922876, 0773641455, 0732682593,
Email: ardhisasa@ardhi.go.ke,
Website: ardhisasa.lands.go.ke

PAYMENT RECEIPT

Receipt No.: JA3E4UUVL9
Date of Payment: Oct 27, 2023
Date printed: Oct 27, 2023

Recipient
ROGURU/KIAMARIGA/1223

No.	Invoice No.	Payment Description	Amount
1	JA3E4UUVL9	Stamp Duty Fee	Ksh. 20,050.00

Total Amount:	Ksh. 20,050.00
Total Paid:	Ksh. 20,050.00
Balance:	Ksh. 0.00

Disclaimer: This receipt is system generated and valid. You may confirm validity of this invoice on the Ardhisasa portal.

Neutral citation: [2022] KEHC 12557 (KLR)

REPUBLIC OF KENYA

IN THE HIGH COURT AT NAIROBI (MILIMANI COMMERCIAL COURTS)

ANTI-CORRUPTION AND ECONOMIC CRIMES

ANTI-CORRUPTION AND ECONOMIC CRIMES CIVIL SUIT E020 OF 2020

EN MAINA, J

JULY 28, 2022

BETWEEN

ASSETS RECOVERY AGENCY ..... APPLICANT

AND

RIGATHI GACHAGUA ..... 1ST RESPONDENT

ANNE KIMEMIA T/A JENNE ENTERPRISES LTD ..... 2ND RESPONDENT

AND

RAFIKI MICROFINANCE BANK LTD ..... INTERESTED PARTY

JUDGMENT

1. By its Originating Motion dated October 7, 2020, the Assets Recovery Agency seeks the following orders against the Respondents:

   "i. Spent

   ii. Thatthis Honourable Court be pleased to issue an order declaring that the following funds are proceeds of crime and therefore liable for forfeiture to the State:

      a) Kshs. 165,000,000 held in account number XXX at Rafiki Micro Finance Bank in the name of Rigathi Gachagua.

      b) Kshs. 35,000,000 held in account number XXX at Rafiki Micro Finance Bank in the name of Rigathi Gachagua.

c) Kshs. 773,228.33 held in account number XXX at Rafiki Micro Finance Bank in the name of Rigathi Gachagua.

d) Kshs. 1,138,142.95 held in account number XXXX at Rafiki Micro Finance Bank in the name of Jenne Enterprises.

iii. Thatthis Honourable Court be pleased to issue an order that the above funds be forfeited to the Government of Kenya and transferred to the Assets Recovery Agency.

iv. Thatthis Court do make any other ancillary orders it considers appropriate to facilitate the transfer of the property forfeited to the Government.

v. Thatcosts be provided for."

2. The application which is brought under Sections 81, 90 and 92 of the *Proceeds of Crime and Anti-Money Laundering Act* and Order 51 Rule 1 of the *Civil Procedure Rules* is supported by the affidavit sworn by an Investigating Officer, attached to the Assets Recovery Agency, S/SGT Fredrick Musyoki, on October 7, 2020, and his Further Affidavits sworn on March 8, 2021, September 6, 2021, May 17, 2022 and July 7, 2022. The application is premised on the following grounds:

"i. That the Applicant is the Assets Recovery Agency established under Section 53 of the *Proceeds of Crime and Anti-Money Laundering Act* (POCAMLA) as a body corporate with the mandate of identifying, tracing, freezing and recovering assets which are acquired from or are the profits or benefits of proceeds of crime.

ii. That part VIII of POCAMLA sets out the procedure for Civil Forfeiture.

iii. That pursuant to Part VIII of POCAMLA, Sections 81-89 of POCAMLA, the Agency is authorized to institute Civil Forfeiture proceedings and seek orders prohibiting any person, subject to such conditions as the Court may specify, from dealing in any manner with any property if there are reasonable grounds to believe that such property is a proceed of crime or acquired from or is the profits or benefits of proceeds of crime.

iv. That under section 90 of *POCAMLA*, where a preservation order is in force, the Agency may apply to the High Court for an order of forfeiture to the Government all or any of the property that is subject to the preservation order.

v. That the 1st Respondent is adult of sound mind and Member of Parliament (MP) for Mathira Constituency within County of Nyeri.

vi. That the 2nd Respondent is a female adult of sound mind trading as Jenne Enterprises Limited, a business entity registered under CPR/523395 on August 13, 2008.

vii. That on March 30, 2020, the Agency received information into suspected complex money laundering schemes and proceeds of crime involving public funds siphoned from various public entities including the Ministry of Land (Kenya Informal Settlements Programme), State Department for Special Planning, Ministry of Health, Bungoma County Government, Mathira

Constituency Development Fund, Nyeri County Government, the National Irrigation Board among others.

viii. That pursuant to the information the Agency opened an inquiry file No.14 of 2020 to investigate and subsequently applied for and was issued with warrants to investigate suspect entities and accounts reasonably believed to be owned or associated with the Respondents vide Misc Criminal Applications Numbers 1275, 1340, 1341, 1444, 1447, 1471, 1535, 1703 and 1817 of 2020 dated 20th, 28th May 2020, 12th, 16th, 22nd June 2020, 6th and July 13, 2020.

ix. That investigations established that the Respondents were involved in a suspected complex scheme of money laundering involving several companies, which initially received funds from National Government Ministries and State Agencies and later transferred the funds to companies/business entities associated with the 1st Respondent and subsequently transferred the funds to the 1st Respondents personal accounts specified in this application.

x. That investigations established that on diverse dates between 2013 and 2020 the 1st Respondent's personal account numbers XXX, XXXX and XXXX conducted a series of huge suspicious debit transactions amounting to Kenya Shillings 7, 330, 011, 256.8 and total credit of Kenya Shillings 12, 530, 784, 485 reasonably suspected to have been acquired from proceeds of crime or are the profits or benefits of proceeds of crime.

xi. That within the said period, account No. XXXX at Rafiki Micro Finance Bank in the name of the 1st Respondent, Rigathi Gachagua, operated as a collection account conducted several suspicious transactions and received suspect funds from the companies/business entities which had received huge suspicious payments from National Government Ministries, Agencies and County Governments.

xii. That within the said period there were massive suspicious cash withdrawals, transfers, inter and intra bank transfers from other accounts to the accounts under investigations and other bank accounts owned by the 1st Respondent in suspicious complex money laundering schemes.

xiii. Thatpart of the suspect funds received from the National Government Ministries, Agencies and the County Governments were later transferred to account numbers XXX and account number XXXX which are fixed deposit accounts in the name of the 1st Respondent with a total of Kshs. 200,000,000 at Rafiki Micro Finance Bank.

xiv. Thatthere are reasonable grounds to be believe that the accounts are holding funds reasonably suspected to be Proceeds of crime or acquired from or are the profits or benefits of proceeds of crime and are used as conduits of money laundering contrary to Sections 3,4, 7 and 16 of *Proceeds of Crime and Anti-Money Laundering Act* 2009.

xv. Thatit is in the interest of justice that forfeiture orders do issue forfeiting the funds specified above to the Applicant.

xvi. Thatunless this Honourable court grants the orders sought, Respondents shall illegitimately enjoy the economic advantage derived from the commission of crimes and acquisition of proceeds of crime or profits and benefits of crime contrary to the provisions of the *Proceeds of Crime and Anti-Money Laundering Act* and the general public interest.

xvii. Thatthe greater Public interest outweighs private rights of the Respondents.

xviii. Thatit is in the public interest that the orders sought are granted and the suspect funds in the aforementioned accounts be forfeited to the Applicant on behalf of the State.

xix. And any other ground that may adduced during the hearing of the application."

Applicant's Case

3. S/SGT Fredrick Musyoki deposes that he is a police officer attached to the Assets Recovery Agency which is a body corporate established under Section 53 of the *Proceeds of Crime and Anti-Money Laundering Act* and which has the mandate to identify, trace, freeze and recover proceeds of crime. Pursuant to Part VIII of the Act, the Assets Recovery Agency is authorized to institute civil proceedings and seek forfeiture orders where there are reasonable grounds to believe that assets in question are proceeds of crime.

4. S/SGT Fredrick Musyoki continues in regard to this case that on March 30, 2020, the Director of the Assets Recovery Agency received information on a suspected case of money laundering and conversion of proceeds of crime involving public funds, from different National Government ministries and entities including the Ministry of Land (Kenya Informal Settlements Programme), State Department for Special Planning, Ministry of Health, the National Irrigation Board and Mathira Constituency Development Fund and several County Governments including the County Government of Bungoma, the County Government of Nyeri and the County Government of Kwale.

5. Consequently, the deponent was assigned the task of investigating the case and opened an inquiry file No.14 of 2020 to investigate the bank accounts of the Respondents, to identify and trace any assets acquired from proceeds of crime or that are the profits or benefits of proceeds of crime owned by the Respondents. For this purpose, the Agency filed an application for search and seizure warrants under Sections 118,118A,119 and 121(1) of the *Criminal Procedure Code* and Section 180 of the *Evidence Act* under the policing powers granted to the Assets Recovery Agency vide Section 53A (5) which orders were granted in the Chief Magistrates in Misc. Criminal Applications Nos. 1275, 1340,1341, 1444, 1447, 1471, 1535, 1703 and 1817 /2020 dated 20th, May 28, 2020, 12th, 16th June 22, 2020, 6th and July 13, 2020.

6. The Agency then obtained bank statements of bank accounts listed below belonging to the Respondents, various entities owned or associated with them and their proxies and entities which it deems were used by them as a façade:

"i. Bank account number XXXX, No.XXXX, No.XXXX in the name of Rigathi Gachagua held at Rafiki Micro Finance Bank.

ii. Bank account Number XXXX and XXXX in the name of Wamunyoro Investments Limited held at Rafiki Micro Finance Bank.

iii. Bank account number XXX in the name of Jenne Enterprises held at Rafiki Micro Finance Bank.

iv. Bank account number XXX in the name of Encarta Diagnostics Ltd held at Rafiki Micro Finance Bank.

v. Bank account number XXXX in the name of Technical supplies and services limited held at Rafiki Micro finance Bank.

vi. Bank account number XXXXX in the name of Crystal Kenya Limited held at Rafiki Micro Finance Limited.

vii. Bank account number XXXXX in the name of Machine Centre Limited held at Sidian Bank Limited.

viii. Any bank account in the name of William Wahome Mwangi holder of Identity Card number XXXXX held at Sidian Bank limited.

ix. Any bank account in the name of Beth Wachera Wachuga holder of Identity Card number XXXX held at Sidian Bank Limited.

x. Bank account number XXXX in the name of Machine Centre Limited held at Rafiki Mirco-finance Bank.

xi. Bank account number XXXX in the name of Specific supplies limited held at Rafiki Micro-finance bank.

xii. Bank account number XXXX in the name of Wamunyoro Investment Limited and Machine Centre Limited held at Equity Bank Limited.

xiii. Bank account number XXXXX in the name of Machine Centre Limited held at Equity Bank Limited.

xiv. Bank account number XXXX in the name of Skytop Agencies held at Equity Bank Limited.

xv. Bank account number XXX in the name of Mwangi Kiunjuri held at Equity Bank Limited.

xvi. Bank account number XXXX in the name of Wamunyoro Investment limited held at Equity Bank Limited.

xvii. Bank account number XXX in the name of Petlico Agencies Company Limited held at Equity Bank limited.

xviii. Bank account number XXX in the name of Karandi Farm Limited held at Equity Bank Limited.

xix. Bank account number XXX in the name of Riang International Group Limited held at Equity Bank Limited.

xx. Bank account numbesr XXXX and XXXX in the name of Beth Wachera Wachuga held at Equity Bank Limited.

xxi. Bank account number XXXX and XXX in the name of Specific Supplies limited held at Equity Bank Limited.

xxii. Bank account number XXXX in the name of Triple Eight Construction Limited held at Equity Bank Limited.

xxiii. Bank account number XXXX in the name of Crystal Kenya limited held at Equity Bank Limited.

xxiv. Bank account numbers XXXX and XXXX in the name of Calvary Creed International limited held at Equity Bank Limited.

xxv. Bank account number XXXX in the name of Technical Supplies and Services limited held at Equity Bank Limited.

xxvi. Bank account number XXXX in the name of Biovet Kenya Limited held at Equity Bank Limited.

xxvii. Bank account number XXXX in the name of Pioneer Medical (K) limited held at Equity Bank Limited.

xxviii. Bank account number XXXX in the name of Ridor Furniture Mart limited held at Equity Bank Limited.

xxix. Bank account number XXXX in the name of Biocare Supplies held at Equity Bank Limited.

xxx. Bank account number XXXX in the name of Wamunyoro Investment limited held at Paramount Bank Limited.

xxxi. Bank account number XXXX in the name of Encartar Diagnostic limited held at Co-operative Bank Kenya Limited.

xxxii. Bank account number XXXX in the name of Mukeni Wahome held at Equity Bank Limited.

xxxiii. Bank account number XXXX and XXX in the name of William Wahome Mwangi held at Equity Bank limited.

xxxiv. Bank account number XXX in the name of Skytop Agencies held at Equity bank Limited.

xxxv. Bank account number XXX in the name of Wamunyoro Investment limited at Cooperative bank.

xxxvi. Bank account number XXXX in the name of Elizabeth Wachera held at Family Bank.

xxxvii. Bank account number XXXX in the name of Wamunyoro Machine Centre held at Kenya Commercial Bank.

xxxviii. Bank account number XXXX in the name of Institute of Applied Technology held at Family Bank.

xxxix. Bank account number XXXX and XXX in the name of Rapid Medical Supplies limited held at Rafiki Micro finance bank."

7. Further to the 39 bank accounts enumerated above, investigations revealed that the Respondents also opened with the Interested Party and operated the following bank accounts of interest which the applicant deems to be proceeds of crime:

   i. Account number XXXXX in the name of Rigathi Gachagua held at Rafiki Micro-Finance Bank holding a total of Kenya Shillings 165,000,000/=

   ii. Account number XXXXX in the name of Rigathi Gachagua held at Rafiki Micro-Finance Bank holding a total of Kenya Shillings 35,000,000/=

   iii. Account number XXXX in the name of Rigathi Gachagua held at Rafiki Mirco-Finance Bank holding a total of Kenya Shillings 773, 228.33/=

   iv. Account Number XXXX in the name of Jenne Enterprises held at Rafiki Micro Finance Bank holding a total of Kenya Shillings 1, 138, 142. 95/= reasonably suspected to be proceeds of crime or to have been acquired from or is the profits or benefits of proceeds of crime.

8. The narrative presented by S/SGT Musyoki is that on diverse dates between 2013 and 2020, being a 7-year period, the following 1st Respondent's personal bank accounts at Rafiki Micro-finance Limited conducted huge suspicious transactions as tabulated below:

   a. Savings Account number XXXX

TOTAL DEBIT	TOTAL CREDIT	TOTAL BALANCE AS AT 2ND JUNE 2020
5, 831, 898, 125.86	5,832,671,354.19	773, 228.33

   b. Fixed deposit Account number XXXXX

TOTAL DEBIT	TOTAL CREDIT	TOTAL BALANCE AS AT 26TH MAY 2020
792, 931, 356.94	827,931,356.94	35,000,000/=

   c. Fixed deposit Account number XXXX

TOTAL DEBIT	TOTALCREDIT	TOTAL BALANCE AS AT 16TH MAY 2020
705,181,774.00	5,870,181,774.00	165,000,000/=

9. It is deposed that as depicted in the foregoing tabulation, the 1st Respondent's personal account numbers XXXX, XXX and XXXX conducted a series of huge suspicious debit transactions amounting to Kenya Shillings 7, 330, 011, 256.8 and total credit of Kenya Shillings 12, 530, 784, 485. As for the 2nd Respondent, her bank account no.XXX in the name of Jenne Enterprises held at Rafiki Micro Finance Bank was also a conduit for illicit funds as demonstrated below:

TOTAL DEBIT	TOTAL CREDIT	TOTAL BALANCE AS AT 28TH MAY 2020
505, 416, 720. 45	506, 554, 863.40	1, 138, 142.95

10. According to S/SGT Musyoki, investigations further established that the 1st Respondent is a director/ shareholder in various entities including the following companies and business entities; Wamunyoro Investments Limited, Specific Supplies Limited, Wamunyoro Investments and Machine Cent, Crystal Kenya Limited and Technical Supplies and Services Limited. That the 1st Respondent used the said entities to siphon public funds as follows:

    i. Account number XXXX in the name of Wamunyoro Investments Limited held at Rafiki Micro-Finance Bank.

    ii. Account number XXXX in the name of specific supplies limited held at Rafiki Micro-Finance Bank.

    iii. Account Number XXXX in the name of Wamunyoro Investments and Machine Centre held at Rafiki Micro-Finance Bank.

    iv. Account number XXXX in the name of Crystal Kenya Limited held at Rafiki Micro-Finance Bank

    v. Account number XXXX in the name of Technical Supplies and Services Limited held at Rafiki Micro-Finance Bank.

    vi. Account number XXXX in the name Skytop Agencies held at Equity Bank Limited.

11. The investigator deposes further that an analysis of the bank statement of account number XXXX owned by the 1st Respondent held at Rafiki Microfinance Bank revealed that on May 24, 2013 the account received a suspicious deposit of Kshs. 64,000,000 from account number XXXX owned by the 1st Respondent. In turn, bank account number XXXX in the name of the 1st Respondent received a total of Kshs. 64,000,000 between 9th and May 24, 2013 as follows:-

    i. On May 9, 2013 the account received an internal transfer of Kshs. 10,000,000

    ii. On May 13, 2013 the account received an internal transfer of Kshs. 30,000,000

    iii. On May 24, 2013 the account received Kshs. 24,000,000.

12. The deponent avers that the suspicious funds received in account number XXXX as specified above were subsequently transferred into a fixed deposit account number XXXX owned and operated by the 1st Respondent so as to conceal and hide the trail and possession of the funds in issue. On 7th January 2014, the 1st Respondent transferred Kshs 100,000,000 from his account number XXXX to account number XXXX, a fixed deposit account in his name. That the Kshs. 100,000,000 transferred from account number XXXX was received in the said account in two tranches of Kshs. 66,130,749.95 and Kshs. 33,851,540.92 received from Specific Supplies Limited; a company in which the 1st Respondent is a director.

13. Later on, on July 4, 2014, account number XXXX in the name of Specific Supplies Limited held at Rafiki Microfinance Bank received funds amounting to Kshs. 64, 990,000 in two tranches of Kshs 12,750,000 and Kshs 52,240,000 from the Ministry of Lands and Housing. Further, on 8th

July 2014 account number XXXX in the name of the 1st Respondent held at Rafiki Micro Finance Bank received Kshs. 65,000,000 transferred from account number XXXX in the name of Specific Supplies Limited also held at Rafiki Microfinance Bank. On 1June 6, 2015, account number XXX held at Rafiki Microfinance Bank in the name of the 1st Respondent received Kshs. 165,000,000 from account number XXXX. Bank account number XXXXX owned by the 1st Respondent received Kshs 35,000,000 on June 13, 2015 from bank account number XXXX in the name of Encarta Diagnostics Ltd.

14. With regard to Anne Kimemia trading as Jenne Enterprises, the 2nd Respondent, holder of account number XXXX held in Rafiki Microfinance Bank was stated to be an associate of the 1st Respondent who acted in concert with him. Analysis of the bank statement number XXXX in the name of Anne Kimemia trading as Jenne Enterprises demonstrated that there were suspicious transactions indicative of a complex money laundering scheme for several years spanning 2015 to 2020. That account number XXXX was operated in collusion with the 1st Respondent and his associated business entities namely Wamunyoro Investments Limited, Technical Supplies and Services (K) limited, Crystal Kenya Limited in which the 1st Respondent is a shareholder and director which entities received funds reasonably suspected to be proceeds of crime. In addition, the 2nd Respondent's bank account number 0142020000511 received Kshs. 31,267,500 from Wamunyoro Investments Limited, in which the 1st Respondent is a director and shareholder.

15. Investigations focusing on the period of interest being May 2013 to March 2020, established that the 1st Respondent received suspicious funds from different entities/individuals reasonably suspected to be proceeds of crime through his bank accounts and proxies used as decoys of money laundering as stipulated below;

    i. Hon. Rigathi Gachagua bank account number XXXX

Source of suspicious funds	Beneficiary account	Suspicious amount received (Kshs)
Total transfers from Encarta Diagnostics	Rigathi Gachagua	112, 404, 711.00
Total internal transfers to Rigathi Gachagua from Wamunyoro Investments and Machine Center	Rigathi Gachagua	7, 500,000.00
Total incoming transfers from Wamunyoro Investments Limited	Rigathi Gachagua	51, 511, 780.
Total transfers from Rapid Medical Supplies Limited	Rigathi Gachagua	58, 239, 657.01
Total transfers to Rigathi Gachagua by Specific Supplies Limited	Rigathi Gachagua	103, 551, 540. 92
Total transfers from Jenne Enterprises	Rigathi Gachagua	5, 174, 000.00
Suspicious cash deposits	Rigathi Gachagua	9, 121, 250.00
Total Suspicious Funds Received By Rigathi Gachagua		347, 502, 938.93

16. A pictorial depiction of the manner in which the suspect funds were disbursed and utilized by the 1st Respondent is as follows;

Account name & number	Amount (kshs)
Account number XXXX in the name of Rigathi Gachagua held at Rafiki Micro-Finance Bank.	165,000,000.00
Account number XXX in the name of RigathiGachagua held at Rafiki Micro-Finance Bank.	35,000,000.00
Outgoing RTGS Transfers to Dorcas Rigathi Gachagua, spouse to Hon. Rigathi Gachagua	12, 950, 500.00
Outgoing transfers to Toyota Kenya & Taitan Motolink	9,000,000.00
Cash withdrawals	87, 321, 955.00
TOTAL	309, 272, 455.00

17. In the course of investigations, the Agency came across the case of Encartar Diagnostics Limited of Bank Account Number XXX held at Rafiki Micro-Finance Bank. It was established that between the period of 2015 to 2016, Encartar Diagnostics Limited received funds totaling to Kshs. 113,009,913.80 from County Governments of Kwale and Bungoma. In total Kshs. 112, 404, 711.85 was transferred to the 1st Respondent's bank account number XXXX held at Rafiki Microfinance Limited in several transactions. However almost all of the total suspect funds of Kshs. 113,009, 913.80 was transferred or delivered to the 1st respondent indicative of using the Company owned by one Jimcarter Muriungi as a conduit of scheme of money laundering.

18. According to the Applicant, the 1st Respondent invested the subject funds in fixed deposit account numbers XXXX and XXXX in his name held at Rafiki Microfinance Bank so as to disguise and launder it as legitimate assets and to reintegrate it back into the ordinary market. It is the applicant's case that the cash deposits in question were unlawfully acquired hence they are proceeds of crime. The applicant is apprehensive that the 1st Respondent being a politically exposed person who falls under Regulation 22 of the *Proceeds of Crime and Anti-Money Laundering Regulations*, 2013 could have used his political position to influence the siphoning of public funds using the above entities as a decoy and façade to hide his suspicious transactions and activities. The deponent asserted that there are reasonable grounds to believe that the said accounts received and are holding funds believed to be unlawfully acquired and the impugned accounts were used to execute a complex money laundering scheme in an effort designed to conceal, disguise and hide the nature, source, movement and disposition of the funds.

1st Respondent's Case

19. The 1st Respondent's narrative was that during the period of interest between 2013 and 2020, he saved a sum of Kshs. 200,000,000 at Rafiki Microfinance Bank which was invested in a fixed deposit account. That upon maturity which occurred quarterly, the 1st Respondent would roll over the principal sum and access the interest only. He asserted that the money deposited in the fixed deposit accounts were essential in enabling corporate entities in which the 1st Respondent was a shareholder to access bank loans and guarantees on carrying out their business activities.

20. The 1st Respondent explained that each time the money was rolled over, a new entry of the same sum would be entered in the bank statement creating a false impression that the account was holding in excess of Kshs. 12 billion. His explanation was supported by Benjamin Kuria Wangai in an affidavit sworn on behalf of Rafiki Microfinance Bank who observed that the 12 billion was arrived at by the applicant's deponent simply adding three closing balances, credit turnovers and representing the credit to the three accounts to arrive at what he termed a sensational figure.

21. The 1st Respondent cited Article 40 of *the Constitution* to submit that he enjoys the right to own property unless it was unlawfully acquired. He contends that the applicant has failed to prove unlawful acquisition hence the property remains protected under *the Constitution*. According to the 1st Respondent, from the definition of "proceeds of crime" under the *Proceeds of Crime and Anti-Money Laundering Act*, there must be a predicate offence committed before property or economic advantage can be realized as a direct or indirect consequence of it, which the applicants have failed to identify.

22. The 1st Respondent continues that the applicant, through its Investigating Officer, S/SGT Musyoki has established through investigations that the provenance of the subject funds were public entities such as the Ministry of Lands, State Department for Special Planning, Ministry of Health and various County Governments which begs the question whether monies originating from National and County governments are dirty money in need of laundering. He averred that the said monies paid by National Treasury for goods and services rendered cannot be categorized as proceeds of crime. The 1st Respondent placed reliance on the case of The National Director of Public Prosecutions vs Carolus and Others cited in the Namibian case of The *Prosecutor General vs New Africa Dimensions & Others* POCA 10/2012 in which it was held that a connection must be established between the alleged unlawful activity and the property concerned by way of evidence; that it was derived, received or retained, directly or indirectly in connection with an unlawful activity carried out by any person. The Respondent also cited the case of Director of Assets Recovery; *Republic vs Green & Others* (2005) EWHC 3168 in which the court observed that in civil proceedings for recovery, the Director must set out matters alleged to constitute the particular kind or kinds of unlawful conduct by or in return for which the property was obtained. That in this case, no known crime has been pointed out.

23. The 1st respondent dismissed the authorities cited by the Agency as being irrelevant and inapplicable in this case as they relate to situations in which the respondents have been unable to explain the source of their funds or assets subject to forfeiture proceedings. Counsel submitted that in this case, the 1st Respondent has explained the source of his funds being from government tenders properly procured and undertaken and that no evidence has been presented to show that a certain tender was not undertaken in accordance with the contract. In support of this assertion, the 1st respondent cited the case of *Asset Recovery Agency vs Ali Abdi Ibrahim* (2020) eKLR in which the Court held as follows:

> "43. ....in order for funds to be transferred from one entity's account, to another's account, the entities must have legitimate businesses from which they obtain the money that they transfer between themselves."

The 2nd Respondent's case

24. In regard to the 2nd Respondent the applicant seeks an order declaring that a sum of Kshs.1,138,142.95 held in account No. XXXX at Rafiki Micro Finance Bank in the name of Jenne Enterprises are proceeds of crime and the same ought to be forfeited to the state and transferred to the Applicant. The Applicant contends that the 2nd Respondent is an associate of the 1st Respondent and is suspected to be involved in a complex web of money laundering in cahoots with the 1st Respondent; that an analysis of the 2nd Respondent's account revealed that there were suspicious transactions and more particularly

that it received money from Wamunyoro Investments Ltd Technical Supplies and Services (K) Limited and Crystal Kenya Limited in which the 1st Respondent is a shareholder and Director which entities received funds reasonably suspected to be proceeds of crime or were acquired from or are profits or benefits of crime. More particularly that the account received Kshs.31,267,500/= from Wamunyoro Investments Limited.

25. It is the 2nd Respondent's case however, that the funds are not proceeds of crime but rather proceeds of legitimate and verifiable business carried out by herself as Jenne Enterprises. She disputes that the account received KShs.506,554,863.40 and contends that it received only Kshs.140,399,120.35 for work done. She contends that the account statement has the names of the various government entities which paid the monies. The 2nd Respondent avers that Jenne Enterprises gave Wamunyoro Investments Limited a loan of Kshs.28,654,500 to fund a tender for the construction of storm water drainage in Embu Town Tender No. MLHUD/KMP/COMP3/EMBU-SWD Phase 1 2014-2015 which had been awarded to a joint venture between Wamunyoro Investments and Machine Centre Limited; that Wamunyoro repaid Jenne Enterprises Kshs, 31,267,500 as principal and interest; that neither herself nor Jenne Enterprises was involved in any money laundering scheme; that the deponent of the supporting affidavit has not in any case indicated which specific transactions are suspicious and that this court ought to restrict itself to the source of funds in question. The 2nd Respondent contends further that the Applicant has not demonstrated that the sum of Kshs.1,138,142.95 are proceeds of crime hence liable to forfeiture.

26. The depositions of the 2nd Respondent find support in the affidavit of Benjamin Kuria Wangai sworn on 26th January, 2021 where he deposes that the 2nd Respondent's account in the Bank received credits amounting to Kshs.506,580,581.45 (this figure is disputed by the 2nd Respondent); that the transactions carried out by the Respondents were not suspicious and none was reported to the Financial Reporting Centre; that the 2nd Respondent borrowed a sum of Kshs.30,000,000/- from the bank on 10th July, 2015 which was approved and granted and that on 29th March, 2017 the bank advanced her a sum of Kshs.20,400,000/-

27. In a further affidavit sworn on June 30, 2022the 2nd Respondent annexed tender documents in respect to the award to Wamunyoro Investments being the notification of Award dated February 5, 2015, a loan application form and bank statements for Account number XXXX. She also alleged to have annexed invoices and LPO as AK 2 but the same is not annexed. She contends that the value of the tender documents, invoices and bank statement are tallying which goes to prove the source of funds and the work they were meant for. It is her further contention, that she runs a legitimate business as is evidenced by the search certificate (not annexed); that she earns money legitimately and is a law abiding citizen who pays her taxes and the funds are not proceeds of crime.

28. In her submissions dated January 12, 2022, the 2nd Respondent reiterates the aforestated narrative and avers that the loan advanced to Wamunyoro Investments was a bank loan from Rafiki Microfinance Limited hence it cannot be said to be dirty money. She admitted that she would not know the source of the Kshs. 31,267,500 from Wamunyoro Limited but was categorical that it was a repayment of monies owed. To support her case, the 2nd Respondent cited the case of *Assets Recovery Agency vs Lillian Wanja Muthoni t/a Sahara Consultants & 5 Others*(2020)eKLR in which it was held that money and assets can be traced to specific sources; hers being monies lent to fund legitimate business and duly repaid.

29. The 2nd Respondent also placed reliance on the cases of The National Director of Public Prosecutions vs Carolus & Others cited in the Namibian case of The Prosecutor General vs New Africa Dimensions & Others(supra); Director of Assets Recovery and Others, Republic vs Green and Others (supra) and *Assets Recovery Agency vs Ali Abdi Ibrahim* (supra) also cited by the 1st Respondent on establishment

of a connection or link between the subject funds and the alleged unlawful activity; and in her assertion that a predicate offence must be identified.

30. In response to the applicant's claim that the 2nd respondent did not file minutes and board of director's resolutions for the period of 2013 to 2020, it is submitted that the 2nd Respondent is a business name registered under the Business Names Act hence this requirement is not applicable to it. On the question whether the bank transfers were suspicious transactions, the 2nd Respondent associated herself with Mr. Benjamin Kuria Wangai's deposition in his affidavit that the same were regular and above board which she claimed could not be locked out simply because neither himself nor the bank was a party to the proceedings at the time. That the court in *Asset Recovery Agency vs Pamela Aboo; Ethics & Anti-Corruption Commission (Interested Party)* (supra) confirmed that a Respondent can call third parties to support his/her case through affidavit evidence. She concludes that the Applicant makes baseless allegations of suspicious transactions without an iota of evidence which ought to be disregarded.

31. As reflected in the Court record, on June 14, 2022this court granted the 2nd Respondent leave to file and serve additional documents as prayed in her Notice of Motion dated 3rd June, 2022. Her Advocate also made an application for highlighting of their submissions. However, no additional documents were filed and neither did Counsel attend Court for highlighting of submissions despite being allocated a date to do so.

32. Further, Rafiki Microfinance Bank Limited sought and obtained leave to be enjoined to these proceedings as an interested party. That leave is contained in a ruling of this court dated March 31, 2022. Pursuant to that leave the interested party filed a Notice of Objection dated 12th April, 2022. The same was filed under Sections 83(3), 90(4) and 91(5) of the *Proceeds of Crime and Anti-Money Laundering Act* No. 9 of 2009. It objects to the making of a forfeiture order with respect to the funds held by it on behalf of the 1st and 2nd Respondents on grounds that the objector holds enforceable legal and equitable rights over the said funds by way of a security over various credit facilities advanced to 3rd parties hence the funds cannot be forfeited to the state on account that they are allegedly proceeds of crime without sufficient protection of the objector. The above ground forms the gist of the Interested Party's case and is reiterated in the replying affidavit sworn on 12th April 2022 by Richard Murage the Head of Special Assets and Debt Recovery Unit at the Bank and further affidavit sworn by the same person on June 2, 2022. The deponent has annexed various documents in support of the Interested Party's case. This court also received the written submissions of the interested party's submissions dated June 8, 2022.

33. The issues for determination are: -

i. Whether the funds in the 1st and 2nd Respondent's accounts the subject of these proceedings are liable to forfeiture to the State.

ii. Whether the interested party has demonstrated that the said funds are not proceeds of crime and that it has a legal lien over the funds on account of credit facilities advanced to 3rd parties."

34. I have carefully considered the Originating Motion, the grounds thereof, the affidavit evidence adduced by the parties, the rival submissions and the law. Section 92(1) of the *Proceeds of Crime and Anti-Money Laundering Act* enjoins this court to make a forfeiture order where it finds on a balance of probabilities that the property concerned is proceeds of crime or has been used or is intended for use in the commission of an offence. The Section states:-

"92. Making of forfeiture order

(1) The High Court shall, subject to Section 94, make an order applied for under Section 90(1) if it finds on a balance of probabilities that the property concerned—

(a) has been used or is intended for use in the commission of an offence;

or

(b) is proceeds of crime."

35. The forfeiture order is made subject to Section 94 which states:-

"94. Exclusion of interests in property

(1) The High Court may, on application—

(a) under section 90(3); or

(b) by a person referred to in section 91(1), and when it makes a forfeiture order, make an order excluding certain interests in property which is subject to the order, from the operation thereof.

(2) The High Court may make an order under subsection (1) in relation to the forfeiture of the proceeds of crime if it finds, on a balance of probabilities, that the applicant for the order—

a. has acquired the interest concerned legally and for a consideration, the value of which is not significantly less than the value of that interest; and

b) where the applicant had acquired the interest concerned after the commencement of this Act, that such person neither knew nor had reasonable grounds to suspect that the property in which the interest is held is the proceeds of crime.

(3) The High Court may make an order under subsection (1), in relation to the forfeiture of property which has been used or is intended for use in the commission of an offence, if it finds, on a balance of probabilities, that the applicant for the order had acquired the interest concerned legally and—

a) neither knew nor had reasonable grounds to suspect that the property in which the interest is held has been used or is intended for use in the commission of an offence; or

b) where the offence concerned had occurred before the commencement of this Act, the applicant has since the commencement of this Act taken all reasonable steps to prevent the use of the property

concerned in connection with the commission of an offence.

(4) If an applicant for an order under subsection (1) adduces evidence to show that he did not know or did not have reasonable grounds to suspect that the property in which the interest is held is tainted property, the Agency Director may submit a return of the service on the applicant of a notice issued under section 90(3) in rebuttal of that evidence in respect of the period since the date of such service.

(5) Where the Agency Director submits a return of the service on the applicant under subsection (4), the applicant shall, in addition to the facts referred to in subsections (2)(a) and (b), also prove on a balance of probabilities that, since such service, he has taken all reasonable steps to prevent the further use of the property concerned in the commission of an offence.

(6) The High Court making an order for the exclusion of an interest in property under subsection (1) may, in the interest of the administration of justice or in the public interest, make that order upon the conditions that the High Court deems appropriate, including a condition requiring the person who applied for the exclusion to take all reasonable steps, within a period that the High Court may determine, to prevent the future use of the property in connection with the commission of an offence."

36. A person such as the interested party in this case under Section 90(4) of the *Proceeds of Crime and Anti-Money Laundering Act* may also oppose the making of the forfeiture order; or apply for an order:

(i) Excluding his interest in that property form the operation of the order; or

(ii) Varying the operation of the order in respect of that property and may adduce evidence at the hearing of the application.

37. Whereas the burden of proof lies upon the Applicant to prove its case against the Respondents on a balance of probabilities it is trite that the Applicant needs only to discharge that legal burden whereupon the evidential burden shifts to the Respondent to prove how they lawfully came into possession of the impugned assets. See the case of *Assets Recovery Agency v Fisher Roban and Miller Delores*, Supreme Court of Jamaica, Claim No. 2007 HCV 003259 in which the court observed that:

"……Even though these proceedings are quasi Criminal in nature there is an evidential burden of proof on the Defendant. It is incumbent on them to demonstrate evidentially how they lawfully came into possession of the assets seized. …"

38. The above case was cited with approval in *Assets Recovery Agency v Pamela Alaw: EACC Interested Party* [2018] eKLR where the court faced with a similar set of facts pronounced itself thus:-

"61. Where the person against whom allegations have been made does not give a satisfactory explanation to rebut the allegations, it means what has been presented is not challenged. In this case there is no explanation of the source of the huge deposits into the Respondent's accounts. Even a glance at the

cash deposits made at Donholm branch of Equity Bank would call for an explanation by the Respondent as to who was making the deposits and for what purpose.

62. The moment the Applicant established through the bank statements that there were huge cash deposits, the burden shifted to the Respondent to explain the source. A lot has been said about the Respondent's husband by both parties but this court is not using that information against the Respondent. The Respondent had a clear duty to explain the source or sources of these huge deposits into her account which she has failed to do."

39. In this case I am satisfied that Assets Recovery Agency/Applicant has discharged the legal burden on a balance of probabilities. It has proved and it is indeed admitted that the funds in the 1st and 2nd Respondent's impugned accounts were derived from government ministries and entities. It has demonstrated through affidavit evidence that the funds were moved to the bank accounts belonging to the 1st Respondent by entities which claim to have done business with the government. It was therefore incumbent upon the 1st and 2nd Respondent to prove that the funds were transferred into their accounts lawfully. I have very carefully considered the evidence placed before this court by the 1st Respondent and my finding is that he has not discharged that evidential burden. There is no evidence at all that he supplied any goods or rendered any services to support such payment. Indeed one of the entities Encarta has disputed that the 1st Respondent paid it any amount of money even though it is the one that rendered the services to Bungoma County Government. The 1st Respondent did not tender any evidence to prove that it was awarded any tenders by the ministries and State agencies from which he received the funds save for one which was exhibited by the 2nd Respondent in her further affidavit dated February 5, 2015. Even then there is no evidence that that contract was performed. All we have is a letter from a permanent secretary indicating that the tender had been won by Wamunyoro Investment Limited and Machine Centre limited. There is no evidence that the contract documents referred to in that Notification of Award was ever executed and whether indeed there was performance of the contract. It is also instructive that the funds in issue are funds held in three different account in the names of the 1st Respondent and not the Kshs. 200,000,000 which he alleges he deposited in fixed account. Accordingly, I find that in the absence of evidence that these funds were acquired lawfully the same are proceeds of crime – a complex scheme of money laundering – which are liable to forfeiture to the State.

40. My finding also applied to the sum of Kshs.1,138,142.95 held in the 2nd Respondent's account NO.XXXX held in the name of Jenne enterprises. Whereas the 2nd Respondent alleges to have received money which she had loaned to the 1st Respondent's company Wamunyoro that sum was Kshs.28,000,000 and indeed she had first obtained a loan of Kshs.30,000,000/-. However, she has not given any explanation in regard to this sum of Kshs.1,138,142.95 which she received from the 1st Respondent's company after it received the same from a government entity for which he did not render any services or supply goods. Again the letter dated February 9, 2015 which the 2nd Respondent relies upon as prove of a tender awarded to the 1st Respondent's company does not demonstrate that there was indeed a contract between the two companies and the ministry. Nothing was adduced to prove that a contract was executed and that the same was performed. I am satisfied that the 2nd Respondent's account was merely being used to launder money unlawfully acquired from the government entities. That money is liable for forfeiture to the State.

Issue No. (ii) Whether the Interested Party has demonstrated that the said funds are not proceeds of crime and that it has a legal lien over the funds on account of credit facilities advanced to 3rd parties.

41. On this issue it is my finding that the interested party has not proved that it has any interest in the funds sought to be forfeited. Clearly its interest would be in the fixed deposit of Kshs. 200,000,000 which was used by the 1st Respondent to guarantee the various entities evidenced by its documents but not the funds in these three accounts. Accordingly, its claim fails.

42. In the upshot the Originating Motion is granted in terms of prayers 2, 3 and 4 as follows:

i. That a declaration is hereby issued that the following funds are proceeds of crime and therefore liable for forfeiture to the State:

a) Kshs. 165,000,000 held in account number XXXX at Rafiki Micro Finance Bank in the name of Rigathi Gachagua.

b) Kshs. 35,000,000 held in account number XXXX at Rafiki Micro Finance Bank in the name of Rigathi Gachagua.

c) Kshs. 773,228.33 held in account number XXX at Rafiki Micro Finance Bank in the name of Rigathi Gachagua.

d) Kshs. 1,138,142.95 held in account number XXXX at Rafiki Micro Finance Bank in the name of Jenne Enterprises

ii. That an order is hereby issued that the above funds be forfeited to the Government of Kenya and be transferred to the Assets Recovery Agency.

43. Costs follow the event and accordingly the costs of the

DATED, SIGNED AND DELIVERED VIRTUALLY THIS 28TH DAY OF JULY, 2022.

E N MAINA

JUDGE

Aberdare Safari HOTELS

17th April 2023

Dr. Kanga
Director General - Acting
Kenya Wildlife Services

Treetops Lodge Debt and Lease Renewal

Aberdare Safari Hotels [ASH] continues to be fully committed to **settling the Kes 35.5m Rent Debt and restarting Operations** for the mutual benefit of all Stakeholders.

I refer to:

1. ASH Letter to KWS on email dated 15th October 2022 **[Attachment 1]**
2. ASH / KWS physical meeting of 21st October 2022 at KWS Director General Office
3. ASH Letter to KWS on email dated 25th October2022 **[Attachment 2]**
4. ASH Shareholder Wagema Limited Letter to KWS on email dated 1st Feb 2023 **[Attachment 3]**
5. ASH Shareholder Wagema Land Sale Agreement attached to Letter above **[Attachment 4]**
6. ASH / KWS Deed of Settlement Agreement effective 1st November 2022
7. KWS correspondences regarding Treetops Lease Breach, Notices etc.

We kindly request a meeting on either 25th or 26th April to meet you and further discuss -

a) ASH Debt Payment Plans
b) ASH / KWS Treetops Lease Renewal terms

The urgency of (b) above is that the current **Treetops 27-year Lease expires 31st July 2023 hence ASH is unable to firm up Investment plans.** We believe the Debt payment and Lease Renewal discussion should ideally be done in parallel.

ASH has been a KWS Tenant for forty-five (45) years and has made substantial investments to KWS properties over the years including Kes 150m in 2012 Treetops refurbishment and in 1987 ASH built new 30 Room Shimba Lodge in Shimba Hills National Reserve.

We look forward to your confirmation of the possible meeting day/time. Kindly propose 2-3 alternatives

Best regards,

Ken Waibochi
Managing Director
Aberdare Safari Hotels

cc; Edwin Wanyonyi - KWS Director Partnerships & Enterprise
Bob Gethenji - ASH Chairman

KENYA WILDLIFE SERVICE

Our Ref : KWS.114
Your Ref : TBA

4th May, 2023

The Managing Director
Aberdare Safari Hotels Limited
P.O. Box. 24
NYERI.

Dear Sir,

RE: RENT ARREARS IN BREACH OF LEASE AGREEMENT DATED 31ST DECEMBER, 1998 WITH RESPECT TO TREETOP GAME LODGE AND ANCILLARY SERVICES CONSTRUCTED ON ALL THAT PARCEL OF LAND MEASURING 10.964 ACRES (*Herein referred as "the Lodge Site"*)

Refer to the above matter, Lease and Deed of Settlement Agreements dated 31st December, 1998 and 1st November, 2022 respectively, previous correspondence between parties and your letter dated 17th April 2023.

Despite the ample time we have accorded you and the previous meetings between parties, you have made no attempts to settle the rent arrears of **Kshs. 35,481,548.00**. We regret that we are not amenable to any further discussions or negotiations with yourselves.

Kindly note that we are commencing legal action for recovery of the said rent arrears and seek orders of forfeiture against yourselves at your risk as to incidental costs and other consequences.

Be advised accordingly.

Yours Sincerely,

Dr. Erustus Kanga, HSC
AG. DIRECTOR GENERAL

KW | KISILU, WANDATI & CO. ADVOCATES
Commissioners for Oaths & Notaries Public

Partners
Amos Kisilu
George Wandati

Associates
Purity Kioko
Wanjiru Mwaniki
Priscah Mwinzi
Ivytez Nyambura

YOUR REF:	OUR REF:	DATE:
TBA	KWC/LIT-033-2023-07	23rd May, 2023

Director General
Kenya Wildlife Services
KWS Headquarters
P.O. Box 40241 – 00100
NAIROBI

"By Hand Delivery"

30 MAY 2023 RECEIVED K.W.S. DIRECTOR GENERAL'S OFFICE

Dear Sir,

RE: PROPOSED ASSIGNMENT OF LEASE RELATING TO ALL THAT PROPERTY MEASURING APPROXIMATELY 10.964 ACRES AND KNOWN AS *"TREETOPS HOTEL"* EXCISED FROM ABERDARE NATIONAL PARK.

We act for a Party (our "**Client**") who is interested in taking on an assignment of lease of the Treetops Hotel/ Lodge as defined in the Lease Agreement dated 31st December, 1998 between yourselves and Aberdare Safari Hotels Limited (the "**Lease**").

To enable our Client conclude on the commercial terms relating to the contemplated transaction, please confirm the following: -

1. Whether you would be agreeable to the contemplated assignment of the Lease;
2. Whether Aberdare Safari Hotels Limited (the "Tenant") is up to date with payment of rent and its other obligations under the Lease or any other subsisting instrument;
3. Whether there is any other instrument regulating your relationship with the Tenant save for the Lease;
4. Whether there exists any circumstances or conditions which would adversely prejudice our Client if they were to take on the assignment of the Lease; and
5. Any other matter relating to the Lease or Treetops Hotel/ Lodge which our Client needs to be aware before proceeding with the contemplated transaction.

We look forward to hearing from you.

Yours faithfully,

AMOS KISILU
KISILU,WANDATI & COMPANY ADVOCATES
akisilu@ikwc.co.ke
AKK/PM/jl

Cc: Client

KENYA WILDLIFE SERVICE

Our Ref : KWS/DG/223/4

Your Ref : KWC/LIT-033-2023-07

5th June, 2023

Kisilu, Wandati & Company
Advocates
NAIROBI

Attn: Amos Kisilu

RE: PROPOSED ASSIGNMENT OF LEASE WITH RESPECT TO TREETOP GAME LODGE AND ANCILLARY SERVICES CONSTRUCTED ON ALL THAT PARCEL OF LAND MEASURING 10.964 ACRES (*Herein referred as "the Lodge Site"*)

Refer to the above matter and your letter of 23rd May, 2023 contents which we have noted.

We confirm that there is indeed a Lease between Aberdare Safari Hotels Limited (*herein referred to as* ***"The Tenant"***) and ourselves in respect to Treetops Lodge situate on all that parcel of land measuring 10.964 acres (*herein referred as "the lodge site"*). However, the Tenant is in rent arrears of Kshs. **Kshs. 35,481,548.00** and lodge has not been operational since 2019 which has resulted to deterioration of the same in breach of the Lease Agreement.

We have attempted to amicably settle the matter and even gotten into a Deed of Settlement for the said rent arrears but the Tenant has breached the same.

In the circumstances, we intend to commence legal action for recovery of the outstanding rent arrears and seek orders for forfeiture and eviction of the Tenant on or before 1st of August, 2023.

The above notwithstanding, we are amenable to an assignment of the said lease to your Client on the following condition that you agree to take up all the rights, obligations and liabilities under the lease agreement.

We shall be grateful for your prompt response noting that the **Lease is expiring on 31st July, 2023** and we intend to file a suit on or before 1st August, 2023 so as not to be locked out on limitation as per the law.

P.O. Box 40241 - 00100, Nairobi, Kenya | +254 (020) 2379407/8/9-15 | +254 735 663 421 | +254 726 610 508/9 | kws@kws.go.ke | www.kws.go.ke

to your letter Ref: TRA.HQ/1/3 dated 22nd July 2024 on the above subject. Kenya Wildlife Service routinely collects visitor data categorized by Non-Residents, Residents, and Citizens. The enclosed report provides comprehensive tourism performance

Aberdare Safari HOTELS

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7th July 2023

Dr. Kanga
Director General - Acting
Kenya Wildlife Services

Treetops Lodge Debt and Lease

I refer to Treetops Rent Arrears Debt of Kes 35,481,548.14 and I am pleased to inform you that Aberdare Safari Hotels (ASH) has today paid via RTGS Bank Transfer the amount Kes 34,869,797.30 to KWS Main Collection Standard Chartered Bank Account and the amount Kes 611,751 to KRA for 2% Withholding Tax. Attached are ASH Absa Bank Remittance Advices and the KRA Payment Slip. Kindly Receipt the cash credit.

We request your formal guidance on Lease options available to ASH including extension, renewal, etc. and the related procedures. Please note that we are also planning for the removal of ASH owned movable Furniture and Equipment (F&E) located at the Treetops Lodge and will separately engage your team on necessary logistics. Kindly respond to the Lease options and F&E removal.

Best regards,

Ken Waibochi
Managing Director
Aberdare Safari Hotels

cc;

Edwin Wanyonyi -	KWS Director Partnerships & Enterprise
Benta Musimi -	KWS Ag Corporation Secretary / Director Legal Services
Gladys Kosgei -	KWS Business Development
Purity Michael -	KWS Accounts
Bob Gethenji -	ASH Chairman
Herman Kigo -	ASH Finance
Sigee Koech -	Hamilton Harrison & Mathews

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KENYA REVENUE AUTHORITY

www.kra.go.ke

Payment Slip

(SWIFT/RTGS)

For General Tax Questions
Contact KRA Call Centre
Tel: +254 (020) 4999 999
Cell: +254(0711)099 999
Email: callcentre@kra.go.ke

Withholder PIN : P000099598V

Name and Address :

ABERDARE SAFARI HOTELS LIMITED
EURODENT CENTRE, NAIROBI CITY (WEST), Westlands District,
PO Box 14615,
Postal Code:00800

Payment Registration Date: 07/07/2023

Payment Registration Number

20707230002227430

Payment Details

Tax Obligation	Payment Type	Number of Withholding VAT Transactions Declared	Total Amount to be paid(Ksh)
(0203)VAT-Withholding	SAT	1	611,751

Currency :	Kenyan Shilings (Ksh)
Amount in Words:	Six hundred eleven thousand seven hundred fifty-one Kenyan Shillings

Taxpayer Bank Details

Bank Name: ABSA BANK KENYA PLC
Branch Name: Queensway House Branch
Account No: 0941004598

Beneficiary Bank Details

Bank Name: ABSA BANK KENYA PLC
Account Name: KRA
Account No: 2031950749
Payment Registration Number: 20707230002227430

International Transfer Details

Swift Code: Not Applicable
Intermediary Bank: Not Applicable

I/We authorize the bank to transfer the above sum of money for the lawful purpose detailed above
Authorized Applicants Name, ID No & Signature

(1) .....

.....

(2) .....

Delivered by: ..... ID

For Bank use only:

Bank

International transfer/ RTGS (Local transfer) – Tick as appropriate

Forex Amount			
Rate		Currency	
Ksh. Equivalent			
Commission			
Total			

Call made to	1.	2.
Phone No.		
Date/ Time:		
Done by:	Name:	Signature & Stamp

ACTION	NAME	SIGNATURE	SIGN NO
Input by:			
Verified by:			
Authorized by:			
Routed by:			

KENYA WILDLIFE SERVICE

Ref: KWS/128

July 10, 2023

Ken Waibochi
Managing Director
Aberdare Safari Lodges
P.O Box 14815
NAIROBI.

Dear Ken,

ACKNOWLEDGEMENT OF FUNDS.

Reference is made to your letter dated 7th July 2023.

We acknowledge receipt of Kes. **35,481,548.30 (Thirty five million, four hundred eighty one thousand, five hundred forty eight cents thirty only)**, being rent arrears as tabulated below.

DATE	REF	AMOUNT(KES)
10/07/2023	AR 1236823	34,869,797.30
07/07/2023	PRN 2020230002227430	611,751.00
	TOTAL	35,481,548.30

Other issues mentioned in your letter regarding the lease will be addressed by the relevant office.

Yours Faithfully,

Peter Muthenge
Ag Deputy Director-Accounts

Encls.

KENYA WILDLIFE SERVICE
RECEIVED
13 JUL 2023
SENIOR FINANCE MANAGER
P.O. Box 40241 – 00100, NAIROBI

KENYA WILDLIFE SERVICE

OFFICIAL RECEIPT KWS No. OR

P.O Box 40241 - 00100 NAIROBI KENYA
TEL: 0726610588/9
Email: kws@kws.org Website: www.kws.org

AR 1236823

STATION HQS. DATE 10/7 2023

RECEIVED FROM Aberdare Safari Hotels.

KENYA SHILLINGS Thirty four thousand eight hundred sixty nine thousand seven hundred ninety seven cents thirty only.

ACCOUNT OF Rent

SHS 34,869,797 CTS 30

A/C NO. Dr. 310011-900

Cr. 21A 0b1 -501

Signature of Officer Receiving Remittance

CASH/CHEQUE No. eft -

DATED THE 29TH DAY OF FEBRUARY 2024

KENYA WILDLIFE SERVICE
(Lessor)

and

ABERDARE SAFARI HOTELS LIMITED
(Assignor)

and

CRYSTAL KENYA LIMITED
(Assignee)

NOVATION AND ASSIGNMENT OF LEASE AGREEMENT & ADDENDUM TO LEASE DATED 31ST DECEMBER 1998 AND 27TH JULY 2023 RESPECTIVELY

in respect of

THE TREETOPS LODGE

-situated on-

ALL THAT PARCEL OF LAND MEASURING 10.964 ACRES IN ABERDARE NATIONAL PARK

DRAWN BY
BENTA MUSIMA, ADVOCATE
C/O KENYA WILDLIFE SERVICE
PO Box 40241-00100
NAIROBI
Email: legal@kws.go.ke

Attested

NOVATION AND ASSIGNMENT OF LEASE AND ADDENDUM THERETO

THIS NOVATION AND ASSIGNMENT AGREEMENT (this "Agreement") is made the 24 day of FEBRUARY 2023/4

PRISCAH MWINZI
ADVOCATE
P. O. Box 29294-00100, NAIROBI

BETWEEN

1. KENYA WILDLIFE SERVICE, a body corporate established under Section 6 of the Wildlife Conservation and Management Act, No. 47 of 2013 the Laws of Kenya of P.O. Box 40241-00100, Nairobi (hereinafter referred to as *"the Lessor"*) which expression shall, where the context so admits include its successors in title and assigns of the one part;

AND

2. ABERDARE SAFARI HOTELS LIMITED a limited liability company incorporated in Kenya under the provisions of the Companies Act Certificate of Incorporation Number C.15857 and of Post Office Box Number 14815-00800, Nairobi in the Republic of Kenya (hereinafter referred to as *"the Assignor"*) which expression where the context so admits includes the Assignor's successors in title and assigns) on the second part;

AND

3. CRYSTAL KENYA LIMITED a limited liability company incorporated in Kenya incorporated in Kenya under the provisions of the Companies Act Certificate of Incorporation Number CPR/2009/4898 and of Post Office Box Number 5620-00506 Nairobi aforesaid (hereinafter called *"the Assignee"* which expression shall where the context so admits include the Assignee's successors in title and assigns) of the third part.

(The Lessor, the Assignor and the Assignee each hereinafter referred to as a "party" and together referred to as the "Parties").

WHEREAS:

a) The Lessor is the proprietor of all that parcel of land known as Aberdare National Park (hereinafter referred to as the *"National Park"*).

b) The Lessor by Lease Agreement dated 31st December, 1998 (the "Lease Agreement") agreed to lease to the Assignor part of the National Park measuring 10.964 acres together with the game lodge and ancillary services constructed thereon known as Treetops Lodge (herein referred as "the Lodge"), for a period of Twenty-Seven (27) years (the "Lease Term") and before expiry of the lease, extended the Lease Term for a further term of Twenty (20) years by an Addendum to the Lease dated 27th July, 2023 (the "Addendum") subject to the terms and conditions specified in the Lease Agreement and the Addendum respectively (copies of which are annexed hereto).

c) The Assignor has informed the Lessor of its intention to assign its rights and obligations under the Lease Agreement and the Addendum to the Assignee for the remainder of the Lease Term of 20 years from 1st August, 2023 (the "Remainder Lease Term") pursuant to the terms of the Agreement between the Assignor and the Assignee dated 14th September 2023, (the "Sale Agreement") and with the consent of the Lessor.

d) The Parties have agreed to enter into this Novation and Assignment Agreement, and the Lessor has at the request of the Assignor and the Assignee agreed to the rights and obligations of the Assignor under and pursuant to the Lease Agreement and the Addendum being extinguished with effect from the date of this Agreement (hereinafter the "Effective Date") subject to the Assignee agreeing to take over all the rights and obligations of the Assignor under and pursuant to the Lease Agreement and the Addendum with effect from the Effective Date on and subject to the terms and conditions of this Novation and Assignment Agreement.

e) The Assignor has agreed to assign to the Assignee the Assignor's rights and obligations in the Lease Agreement and the Addendum in respect of the Lodge and the Assignee wishes to assume the Assignor's rights and obligations for the Remainder Lease Term in respect of the Lodge with effect from the Effective Date subject to and in accordance with the terms and conditions of this Novation and Assignment Agreement.

f) The Lessor has consented to this Novation and Assignment Agreement and confirms that the Assignor has complied with all its obligations under the Lease Agreement and the Addendum as at the Effective Date.

NOW THIS NOVATION AND ASSIGNMENT AGREEMENT IS WITNESSETH as follows:-

1. Where the context so admits, terms and expressions used in this Novation and Assignment Agreement have the same meaning, unless otherwise defined, as terms and expressions defined in the Lease Agreement and the Addendum.

2. In consideration of the Purchase Price as set out in the Sale Agreement, the Assignor with the consent of the Lessor, hereby assigns to the Assignee all of its rights, interest and obligations under the Lease and the Addendum to the Assignee with effect from the Effective Date.

3. The Parties note that there are two (2) sets of Elephant Tusks (making a total of 4 Tusks) situated in the Lodge which formed part of the assets taken over by the Assignor at the time of entry into the Lease. The Elephant Tusks are "Government trophies" as defined in the Wildlife Conservation and Management Act, 2013. The Assignor with the consent of the Lessor hereby assigns to the Assignee all of its rights, interests and obligations with respect to the Certificate of Ownership in respect of the said tusks with effect from the Effective Date. The four elephant tusks situated at the Lodge shall not be transferrable to any other location without the consent of the Lessor.

4. Subject to the existing and continuing terms of this Novation and Assignment Agreement, the Lessor hereby releases and discharges the Assignor from all rights and obligations under the Lease Agreement and the Addendum with effect from the Effective Date and the Assignee hereby agrees with the Lessor to take over all rights and obligations under the Lease Agreement and the Addendum in respect of the Lodge with effect from the Effective Date and the Assignee shall indemnify the Lessor in respect of any costs or damage caused by the Assignee in respect of any breach of its obligations under the Lease Agreement and the Addendum after the Effective Date.

5. All rights and obligations under the Lease Agreement and the Addendum between the Lessor and the Assignor shall be extinguished on the Effective Date with regard to the Lodge but without prejudice to any claims and demands whatsoever which the Assignee may have against the Lessor or which the Lessor may have against the Assignor under the Lease and the Addendum arising prior to the Effective Date.

6. In substitution for the extinguished rights and obligations referred to in Clause 5 above and in consideration thereof, the Lessor and the Assignee hereby create as of the Effective Date new rights and obligations between themselves identical to those in the Lease Agreement and the Addendum for the Remainder Lease Term and any other terms and conditions agreed in writing between the

Lessor and the Assignee as a condition to the Lessor consenting to and entering into this Novation and Assignment Agreement;

7. In consideration of the mutual extinguishment of the rights and obligations referred to in Clause 5 above the Assignee unconditionally covenants and agrees with the Assignor to assume all of the Assignor's rights and obligations under the Lease Agreement and the Addendum with effect from the Effective Date and undertakes to comply as of the Effective Date with all the provisions and terms of the Lease Agreement and the Addendum as if all references to the Assignor therein were to the Assignee.

8. The Assignee hereby warrants to the Assignor that the Assignee has reviewed the Lease Agreement and the Addendum and confirms the acceptance of the terms and conditions therein and agrees to be bound by the same.

9. With the object and intention of affording to the Assignee a full and sufficient indemnity, the Assignor WARRANTS THAT: -

(a) it has performed and observed all the covenants contained in the Lease and Addendum and on its part to be performed and observed to the date of these presents; and

(b) there are no unsettled actions claims demands costs and damages and no outstanding liabilities whatsoever arising by reason of any breach of the covenants contained in the Lease and the Addendum.

AND HEREBY INDEMNIFIES the Assignee against any actions claims demands losses costs damages and liabilities arising from any such breach from the Effective Date to the date falling six (6) months from the Effective Date

10. With the object and intention of affording to the Assignor a full and sufficient indemnity but not further or otherwise the Assignee covenants with the Assignor it will for so long as the Lease shall remain vested in the Assignee with effect from the Effective Date:

(a) during the term created by the Lease and the Addendum pay to the Lessor the charges reserved thereby and perform and observe all covenants contained therein and on the part of the Assignor to be performed and observed; and

(b) keep the Assignor indemnified against all actions claims demands losses costs damages and liabilities which have been incurred or have arisen after handover of vacant possession of the Lodge.

11. Save as contemplated in this Agreement, the Assignee shall not: -

    a) Sell, assign, transfer or otherwise encumber or agree to sell, assign, transfer or otherwise encumber all or any assigned rights and obligations without the prior written consent of the Lessor; or

    b) Take or omit to take any action which might result in the alteration or impairment of the novation and assignment under this Agreement and of the rights and powers thereby granted to the Assignee.

12. The notices provisions in the Lease Agreement and the Addendum shall apply to this Novation and Assignment Agreement.

13. Each of the parties hereby agrees and confirms that for the purposes of the Law of Contract Act (Chapter 23 of the Laws of Kenya that he/she/it (as the case may be) has executed this Agreement with the intention to bind himself/herself/itself (as the case may be) to the contents hereof.

14. This Novation and Assignment Agreement shall inure to the benefit of the successors and assigns of each of the Parties but the obligations of each party under this Novation and Assignment Agreement shall not be transferred to any other person or be assignable except with the prior written consent of the other party.

15. Any provision of this Novation and Assignment Agreement which is capable of being performed after the Effective Date but which has not been performed at or before Effective Date shall remain in full force and effect notwithstanding but subject to the terms of this Novation and Assignment Agreement.

16. Any remedy conferred on any party for breach of this Novation and Assignment Agreement shall be in addition to and without prejudice to all other rights and remedies available to such party and the exercise of or failure to exercise any remedy shall not constitute a waiver by such party of any of its other rights and remedies.

17. If any provision of this Novation and Assignment Agreement shall to any extent be held, in whole or in part, to be illegal or unenforceable under any enactment or rule of law, that term or provision or part shall to that extent be deemed not to form part of this Novation and Assignment Agreement

Attested

and the enforceability of the remainder of this Novation and Assignment Agreement shall not be affected thereby.

18. No amendment or variation to this Novation and Assignment Agreement shall be effectual or binding on the Parties unless it is in writing and duly executed by or on behalf of the Parties.

19. This Novation and Assignment Agreement shall be governed by and construed in accordance with the laws of Kenya. Kenyan Courts shall have jurisdiction over this Agreement.

IN WITNESS WHEREOF the Parties have hereto set their respective hands the day and year first hereinbefore written.

[the rest of this page has been intentionally left blank]

LEASE AGREEMENT

FOR

TREETOPS HOTEL

IN

ABERDARE NATIONAL PARK

BETWEEN

KENYA WILDLIFE SERVICE

AND

ABERDARE SAFARI HOTELS LIMITED

...180

Form I

REPUBLIC OF KENYA

THE LAND CONTROL ACT
(*Cap.* 302)

APPLICATION FOR CONSENT OF LAND CONTROL BOARD

To be submitted in TRIPLICATE in respect of each transaction and sent to or left at the appropriate office of the Commissioner of Lands

To: The M.M. EAST
Land Control Board

L.C.P. No. 29/7/24

I Hereby apply to the CHAIRMAN
Land Control Board for the consent to the transaction described below, and give the following information:

1. (*a*) Present registered holder of interest (full name in BLOCK LETTERS):
STEPHEN RAIBUNI M'ITUNGA

(*b*) Nationality KENYAN

(*c*) Address .....

2. (*a*) Proposed purchaser, transferee, mortgagee, chargee, allottee, etc. (full name in BLOCK LETTERS).....

(b) If a limited company, names of directors, authorized and issued share capital and principal shareholders; if a co-operative society, names of chairman, secretary and treasurer and total number of members—

.....

.....

.....

.....

(c) Nationality.....Certificate No. .....

(d) Address.....

3. Nature of transaction (e.g. sale, gift, lease, mortgage, charge, etc.: if sale or allotment of shares name of company, number and particulars of shares to be transferred)

SUB-DIVISION INTO TWO PORTIONS
ONE ACRE & Balance

4. Term (i.e. the length of time for which the land affected is to be transferred or leased if sale or allotment of shares, authorized share capital of the company and numbers of shares issued at date of application) .....

.....

5. Description of Land—
L.R. or Parcel No. NYAKI / KITHOKA / 1900
Area KITHOKA
Locality .....
County Council .....

Paid KSH, 3000

MIRIGA MIERU EAST

KYPEE

H. 00000000000

MD

IDKYA2092389557<<367<<<<<<<366
0000003N9702156<B000080608B<<4
STEPHEN<RAIBUNI<M<ITUNGA<<<<

JAMHURI YA KENYA REPUBLIC OF KENYA

NO. 209238955 ID NUMBER 0080608

SURNAME
STEPHEN RAIBUNI M ITUNGA

DATE OF BIRTH
1966

SEX
MALE

DISTRICT OF BIRTH
MERU

PLACE OF ISSUE
MIRIGA MIERU WEST

DATE OF ISSUE
15 02 1997

HOLDER'S SIGN

ANNEX A

S/N	PARTICULARS OF DOCUMENT	PAGE NO
1.	Addendum to Lease dated 27th July, 2023	1-5
2.	Lease Agreement dated 31st December, 1998	1-13

DATED .....27th..... DAY OF.....JULY.....2023

KENYA WILDLIFE SERVICE

AND

ABERDARE SAFARI HOTELS LIMITED

ADDENDUM IN RESPECT OF THE LEASE AGREEMENT DATED 31 DECEMBER 1996

RELATING TO TREETOPS HOTEL

-situated on-

ALL THAT PARCEL OF LAND MEASURING 10.964 ACRES IN ABERDARE NATIONAL PARK

DRAWN BY
BENTA MUSIMA, ADVOCATE
C/O KENYA WILDLIFE
SERVICE
PO Box 40241-00100
NAIROBI
Email: *legal@kws.go.ke*

Kshs 680,440 - 184

ADDENDUM TO LEASE AGREEMENT

This ADDENDUM dated the 27th Day of JULY 2023 *(this "Addendum")* is attached to and forms part of the Lease Agreement between **KENYA WILDLIFE SERVICE** (the **"Lessor"**) and **ABERDARE SAFARI HOTELS LIMITED** (the "Lessee") dated 31st day of December 1998.

WHEREAS

a) The Lessor is the proprietor of all that parcel of land known as Aberdare National Park (hereinafter referred to as the *"National Park"*).

b) The Lessor by a lease agreement dated 31st December, 1998 (the **"Lease Agreement"**) agreed to lease to the Lessee part of the National Park measuring 10.964 acres together with the game lodge and ancillary services constructed thereon known as Treetops Hotel (therein referred to as *"the Lodge Site"*), for a term of twenty- seven (27) years from 1st August, 1996 (*the "Initial Term"*) and subject to the terms and conditions specified in the Lease Agreement.

c) The Initial Term of the Lease Agreement expires on 31st July, 2023 and Parties have agreed by mutual consent to extend the Lease Term.

d) Parties have agreed by mutual consent to incorporate the terms and conditions appearing hereinafter as part of the Lease Agreement.

e) This Addendum is supplemental to and forms part of the Lease Agreement.

NOW THIS ADDENDUM TO LEASE WITNESSETH as follows:

1. The term of the Lease Agreement is extended for a further twenty (20) years subject to renewal with effect from 1st August, 2023 (hereinafter called the *"Extended Term Effective Date "*).

2. The Fixed Rent (payable quarterly in advance) under Clause I (i) of the Lease payable from the Extended Term Effective Date with an annual escalation of 4% as specified in the schedule attached hereto as ***ANNEX "B1"***.

3. ***Clause I (ii)*** **and** ***(iv)*** of the Lease Agreement and all references and provisions related to "Variable Rent" in the Lease Agreement shall continue to apply to the Lease Agreement

in respect of the Extended Lease Term PROVIDED THAT on the date falling eighteen (18) months from the Extended Term Effective Date (such date being 1st February 2025), ***Clause 1 (ii)*** and ***(iv)*** of the Lease Agreement and all references and provisions related to "Variable Rent" in the Lease Agreement shall stand stand deleted from the Lease Agreement and such provisions related to Variable Rent shall cease to apply to the Lease Agreement and only Fixed Rent shall apply to and be payable by the Tenant under the Lease Agreement with effect from 1st February 2025.

4. The Lessee shall continue observing the covenants and conditions specified under ***Clause 2*** of the Lease Agreement during the Extended Lease Term.

5. That in the event of breach of any of the covenants and conditions under ***Clause 2*** of the lease agreement by the Lessee, the Lessor shall be entitled to exercise any of its remedies under ***Clause 4 (f)*** of the Lease Agreement.

6. Save as herein set out, all the terms of the Lease Agreement remain unchanged and shall remain in full force and effect as if the additions and variations set forth in this Addendum were added and incorporated into the Lease Agreement and with effect from the date of this Addendum, the Lease Agreement will be read and construed with the additions and variations set out herein.

7. In the event there is a conflict between the terms and conditions of the Lease Agreement and this Addendum, this Addendum shall take precedence.

IN WITNESS thereof the Lessor has appended his hand and the Lessee has duly executed this Addendum to Lease Agreement as a deed the day and year herein or before appearing.

SEALED with the Common Seal of
KENYA WILDLIFE SERVICE
In the Presence of:

BENTA N. MUSIMA
ADVOCATE
&
COMMISSIONER FOR OATHS
P.O. Box 40241 - 00100, NAIROBI

DIRECTOR GENERAL

Certificate of Verification under Section 45 of the Land Registration Act

I CERTIFY that the above-named Dr. Erustus Kanga appeared before me on 27th July 2023 and being known to me /being identified by* ..... of ..... having produced to me for such identification purposes their Identity Card Number 9900 acknowledged the above signature or mark to be his and that he had freely and voluntarily executed this instrument and understood its contents.

BENTA N. MUSIMA
ADVOCATE
&
COMMISSIONER FOR OATHS
P.O. Box 40241 - 00100, NAIROBI

.....
Advocate's Signature

Signed by the duly authorized representatives of
ABERDARE SAFARI HOTELS LIMITED
In the Presence of:

.....
Director

.....
Director

Advocate

FAITH GITITU
HAMILTON HARRISON & MATHEWS
ADVOCATES
DELTA OFFICE SUITES, WAIYAKI WAY
P.O. BOX 30333
GPO - NAIROBI 00100

Certificate of Verification under Section 45 of the Land Registration Act

I CERTIFY that the above-named Robert Gethezji and Kenneth Waibochi, both directors of the Lessee appeared before me on 21 July 2023 and being known to me /being identified by* ..... of ..... having produced to me for such identification purposes their Identity Card Numbers 17112569 and 3963631 acknowledged the above signatures or marks to be theirs and that they had freely and voluntarily executed this instrument and understood its contents.

FAITH GITITU
HAMILTON HARRISON & MATHEWS
ADVOCATES
DELTA OFFICE SUITES, WAIYAKI WAY
P.O. BOX 30333
GPO - NAIROBI 00100

.....
Advocate's Signature

ANNEX "B1"

AGREED MONTHLY FIXED RENT SCHEDULE (payable quarterly in advance)			
Year	Period		Monthly rent
28	Aug/01/2023	Jul/31/2024	$13,409
29	Aug/01/2024	Jul/31/2025	$13,945
30	Aug/01/2025	Jul/31/2026	$14,503
31	Aug/01/2026	Jul/31/2027	$15,083
32	Aug/01/2027	Jul/31/2028	$15,686
33	Aug/01/2028	Jul/31/2029	$16,314
34	Aug/01/2029	Jul/31/2030	$16,966
35	Aug/01/2030	Jul/31/2031	$17,645
36	Aug/01/2031	Jul/31/2032	$18,351
37	Aug/01/2032	Jul/31/2033	$19,085
38	Aug/01/2033	Jul/31/2034	$19,848
39	Aug/01/2034	Jul/31/2035	$20,642
40	Aug/01/2035	Jul/31/2036	$21,468
41	Aug/01/2036	Jul/31/2037	$22,327
42	Aug/01/2037	Jul/31/2038	$23,220
43	Aug/01/2038	Jul/31/2039	$24,148
44	Aug/01/2039	Jul/31/2040	$25,114
45	Aug/01/2040	Jul/31/2041	$26,119
46	Aug/01/2041	Jul/31/2042	$27,164
47	Aug/01/2042	Jul/31/2043	$28,250

1 USD = Rs. 192.

SEALED with the Common Seal of
KENYA WILDLIFE SERVICE
In the Presence of:

BENTA N. MUSIMA
ADVOCATE & COMMISSIONER FOR OATHS
P.O. Box 40241 - 00100, NAIROBI

DIRECTOR GENERAL

Certificate of Verification under Section 45 of the Land Registration Act

I CERTIFY that the above-named Dr. Fredrick Kanga appeared before me on 20th December 2023 and being known to me /being identified by* ..... of ..... having produced to me for such identification purposes their Identity Card Number..... acknowledged the above signature or mark to be his and that he had freely and voluntarily executed this instrument and understood its contents.

BENTA N. MUSIMA
ADVOCATE & COMMISSIONER FOR OATHS
P.O. Box 40241 - 00100, NAIROBI

.....
Advocate's Signature

Signed by the duly authorized representatives of)
ABERDARE SAFARI HOTELS LIMITED) Director
In the Presence of:)
) Director
FAITH GITITU)
HAMILTON HARRISON & MATHEWS)
ADVOCATES
Advocate DELTA OFFICE SUITES, WAIYAKI WAY
P.O. BOX 30333
GPO - NAIROBI 00100

Certificate of Verification under Section 45 of the Land Registration Act

I CERTIFY that the above-named Robert Gothongi and Kenneth Wabachi, both directors of the Assignor appeared before me on 13th December 2023 and being known to me /being identified by* ..... of ..... having produced to me for such identification purposes their Identity Card Numbers 7119569 and 3963691 acknowledged the above signatures or marks to be theirs and that they had freely and voluntarily executed this instrument and understood its contents.

FAITH GITITU
HAMILTON HARRISON & MATHEWS
ADVOCATES
DELTA OFFICE SUITES, WAIYAKI WAY
Advocate's Signature
GPO - NAIROBI 00100

Signed by the duly authorized representatives of
CRYSTAL KENYA LIMITED
In the Presence of:

PRISCAH MWINZI
ADVOCATE
P. O. Box 29294-00100, NAIROBI

Advocate

) .....
) Director
)
) .....
) Director
)

Certificate of Verification under Section 45 of the Land Registration Act

I CERTIFY that the above-named KEVIN G. RIGATHI and KEITH I. RIGATHI, both directors of the Assignee appeared before me on 30TH DECEMBER 2 2033 and being known to me /being identified by* ..... of ..... having produced to me for such identification purposes their Identity Card Numbers..... and ..... acknowledged the above signatures or marks to be theirs and that they had freely and voluntarily executed this instrument and understood its contents.

PRISCAH MWINZI
ADVOCATE
P. O. Box 29294-00100, NAIROBI
Advocate's Signature

LEASE AGREEMENT FOR TREETOPS HOTEL

THIS LEASE is made the 31st day of December One Thousand Nine Hundred and Ninety Eight between KENYA WILDLIFE SERVICE a body corporate established under the provisions of the Wildlife (Conservation and Management) Act Cap 376 of the Laws of Kenya and of Post Office Box Number 40241 Nairobi in the Republic of Kenya (hereinafter called "the Lessor") of the one part and ABERDARE SAFARI HOTELS LIMITED a limited liability company incorporated in Kenya under the provisions of the Companies Act Cap 486 of the Laws of Kenya and of Post Office Box Number 24 Nyeri in the Republic of Kenya aforesaid (hereinafter called "the Lessee" which expression shall where the context so admits include its successors and assigns) of the other part.

WHEREAS:-

(A) The Lessor is the proprietor of all that parcel of land known as Aberdare National Park (hereinafter referred to as the National Park);

(B) The Lessor has agreed to lease to the Lessee and the Lessee has agreed to take a lease from the Lessor of part of the said parcel of land for the period and subject to the terms and conditions hereinafter specified;

(C) The Lessee is in possession of part of the said parcel of land together with the Game Lodge and ancillary services constructed thereon known as Treetops Hotel and hereinafter referred to as "the Lodge" under a lease agreement entered into between the Government of the Republic of Kenya and the Lessee dated the 30th day of September 1982 and which the Lessee has agreed to surrender;

NOW THIS INSTRUMENT WITNESSETH that it is hereby agreed and declared by the parties hereto as follows:-

1. The Lessor hereby leases unto the Lessee ALL THAT part of the parcel of land measuring about 10.964 acres and more particularly described in the site plan attached hereto as Annex "A" (hereinafter called "the Lodge Site") and the Lodge together with the right at all reasonable times for the Lessee its servants agents licensees and invitees to use in common with all other persons having the like right to use the roads and any airstrips of the National Park for the purpose of ingress to and egress from the Lodge and the water sources established in the National Park for the purposes of the Lodge but subject to the covenants on the part of the Lessee hereinafter contained TO HOLD unto the Lessee as tenant for a term of twenty-seven (27) years from the 1st day of August One Thousand Nine Hundred and Ninety Six (hereinafter called "the effective date") YIELDING AND PAYING THEREFOR AND THEREOUT:

   (i) Fixed Rent in respect of the Lodge and the Lodge Site (payable quarterly in advance) with effect from the 1st day of August, 1998 as specified in the schedule attached hereto as Annex "B"

   (ii) An amount (payable monthly in arrears and hereinafter referred to as "Variable Rent") calculated by reference to the applicable percentage of the gross receipts of the Lessee's operations on the Lodge Site and the Lodge. Gross receipts shall mean the money collected by the Lessee from tourists and guests staying or visiting the Lodge Site and the Lodge in respect of accommodation food and beverage and transportation and other services provided by the Lessee but excluding any amounts collected by way of Government taxes levies and service charges. The applicable percentage of gross receipts shall be 10% for the first two (2) years with effect from the effective date and 5% for the next four (4) years of the lease term and 10% for the remainder of the term.

(iii) Such payments to be made directly to "Kenya Wildlife Service" in United States of America Dollars or equivalent in Kenya Shillings based on the mean exchange rate prevailing at the time of payment as fixed by the Central Bank of Kenya or other central monetary authority that may succeed or replace it.

(iv) Reconciliations on payments shall be made by the parties on a quarterly basis to ensure that the total rental payments by the Lessee are equivalent to 10% of the Lessee's gross receipts for the first six (6) years of the lease term and 15% of the Lessee's gross receipts for the remaining twenty-one (21) years of the term hereby granted.

AND SUBJECT to the following covenants and conditions:

2. The Lessee to the intent that the obligations hereinafter contained shall continue throughout the continuance of the said term covenants and agrees with the Lessor as follows:-

(a) To pay the rents hereinbefore reserved directly to the headquarters offices of Kenya Wildlife Service on a quarterly basis (in advance) in respect of the Fixed Rent specified under clause 1(i) above and on a monthly basis (in arrears) in respect of the Variable Rent specified under clause 1(ii) above and such payments to be made prior to the period covered by the rent in the case of Fixed Rent and on or before the fifteenth day of the month following the month in which the rent accrues in respect of Variable Rent.

(b) To pay all existing and future rates taxes duties assessments and outgoings now or hereafter imposed or charged in respect of the Lodge Site and the Lodge or any part thereof by the Government or by any Local Authority.

(c) To keep both the interior and exterior of the Lodge and every part thereof and buildings constructions and erections which at any time during the said term may be put upon any part of the Lodge Site in good and tenantable repair condition and state of decoration throughout the term hereby granted.

(d) To keep the Lodge Site in good order and condition and not to destroy any indigenous plant or tree growing thereon without the Lessor's permission and to ensure that no exotic vegetation is introduced onto the Lodge Site. No fuel wood whether for cooking or fires shall be collected from within the National Park. All timber used for construction ornamental or other purposes should originate from outside the National Park.

(e) Not to make any alterations or additions to the Lodge nor cut maim or injure any of the walls or timbers thereof nor to permit any of the aforesaid things to be done without the previous consent in writing of the Lessor to plans and specifications thereof such consent not to be unreasonably withheld in the case of alterations.

(f) To permit the Lessor or its agents with or without workmen and others at all reasonable times to enter upon and examine the condition of the Lodge Site and the Lodge and thereupon the Lessor may serve upon the Lessee a notice in writing specifying any maintenance or repairs necessary to be done which the Lessee must forthwith commence to execute and if the Lessee shall not within fourteen (14) days after service of such notice proceed diligently with the execution of such maintenance or repairs then to permit the Lessor to enter upon the said Lodge Site and the Lodge and execute such maintenance and repairs and the cost thereof shall be a debt due from the Lessee to the Lessor and be forthwith recoverable on demand or by action.

(g) Not to assign sub-let or part with the possession of the Lodge Site or the Lodge or any part thereof without the previous consent in writing of the Lessor [and in the case of sub-letting to ensure that the terms of the sublease

are not within the provisions of the Landlord and Tenant (Shops Hotels & Catering Establishments) Act Cap 301 of the Laws of Kenya or any other similar legislation amending or replacing it such consent not to be unreasonably withheld and the transfer of more than 50% of the shares of the Lessee shall be deemed to be an assignment requiring such consent and it is hereby declared that upon any breach by the Lessee of the terms of this subclause the Lessor may thereupon at any time enter upon the Lodge Site and the Lodge and take possession thereof and if the Lessor does so the term hereby created shall be deemed to have been terminated absolutely.

(h) To ensure that at all times proper and adequate measures are taken for the prevention detection and extinguishing of fire and to insure and keep insured in the joint names of the Lessee and the Lessor all the buildings and improvements erected or made on the Lodge Site against loss or damage by fire lightning earthquake storm flood explosion aircraft and such other risks as the Lessor may from time to time specify to their full insurable value and to deliver to the Lessor at least seven (7) days before the expiry of any policy a copy of the receipt for the payment of the premium to renew that policy and to apply all monies received by virtue of such insurance in replacing restoring or reinstating the property or assets destroyed damaged or lost.

(i) To indemnify and keep indemnified the Lessor against all claims actions and demands by visitors to the Lodge which arise while they are within the Lodge or upon the Lodge Site.

(j) To use the Lodge solely for the purpose of providing accommodation and services for visitors to enable them to observe wildlife in its natural surroundings and not to do or permit or suffer to be done on the Lodge Site or within the Lodge anything which may interfere with or seriously disturb wildlife and more particularly wild animals.

(k) To obtain all the relevant licences and permits legally required and currently in force for the operation of a Lodge of the relevant approved category.

(l) To establish and adequately maintain installations for the preparation of food and the containerization and disposal of all refuse and sewage to the standards required for the issue of any health certificate or other certificate or permit which may be legally required.

(m) To maintain a high standard of catering and other services suitable and adequate for a modern Game Lodge within a National Park.

(n) To keep accurate accounts records and visitors registers and to allow any persons authorised by the Lessor at all reasonable times to examine and extract information from such records and registers and furthermore to punctually complete and return any data forms presented by the Lessor in relation to the Lodge and the National Park.

(o) To collect on behalf of and pay to the Lessor in respect of all visitors to the Lodge any fees (including any aircraft landing fees) which may become payable from time to time at the Lodge and to account for the same to the Lessor in accordance with paragraph 2 (n) above.

(p) Not to do or permit or suffer to be done any act which may contravene the provisions of any law and particularly the Wildlife (Conservation and Management) Act and the Regulations made thereunder for the time being in force or of any Statute or Regulations amending or replacing the same.

(q) To maintain in their places all beacons demarcating the boundaries of the Lodge Site and to re-establish or replace any such beacons which may become displaced.

(r) To containerize and to regularly dispose of and ensure that all solid waste emanating from the Lodge and the Lodge Site is disposed of in approved sites outside the National Park.

(x) To provide and maintain proper systems of sewage and other liquid effluent disposal designed to meet both public health standards and the standards set by the Lessor and to at all times ensure that all the rivers dams and other water bodies in and around the Lodge Site remain fresh and are not polluted or contaminated and further at all times to ensure that the general environment in and around the Lodge the Lodge Site and the surrounding National Park remains free from contamination pollution or other adverse interference by solid liquid or aerial waste effluent discharge or emission emanating from the Lodge and the Lodge Site.

3. The Lessor hereby covenants with the Lessee as follows:

(a) The Lessee paying the rents hereby reserved and performing and observing the several covenants on its part herein contained shall peacefully hold and enjoy the Lodge and the Lodge Site for the said term without any interruption by the Lessor or any person claiming under or in trust for it PROVIDED that a duly authorised representative of the Lessor shall at all times be permitted to enter on the Lodge Site and the Lodge for such purposes as the Lessor shall consider necessary in connection with the administration of the National Park and the enforcement of this lease.

(b) To maintain so far as may be reasonably within the financial resources of the Lessor all existing roads bridges culverts and airstrips within the National Park.

(c) To permit the Lessee for the purposes of the Lodge subject to prior approval of the plans by the Lessor to sink wells instal water pipelines construct drains, and works for the disposal of sewerage and refuse.

4. PROVIDED ALWAYS AND IT IS HEREBY AGREED as follows:-

(a) The Lessor shall be entitled at its sole discretion from time to time and at any time to close the Lodge and the National Park or any part thereof to visitors for the purpose only of ensuring the safety of such visitors or the conservation and preservation of wildlife PROVIDED ALWAYS that in the event of the whole of the National Park being closed to visitors and hence the Lodge the Lessor will allow to the Lessee a total abatement of rent for the said period.

(b) Should at any time the terms and conditions of this lease conflict with any existing or future legislation the provisions of the legislation shall prevail.

(c) Upon termination of this lease agreement (however determined) the Lessee shall yield up to the Lessor the Lodge Site and the Lodge free of all encumbrances) in a well maintained condition without compensation.

(d) Should there be any dispute between the parties concerning this lease or anything arising thereunder the dispute shall be referred to a single arbitrator to be agreed by the parties and in default of agreement within one month after service by either party on the other of a written request to agree to an arbitrator being appointed he/she shall be appointed by the Chairman of the Kenya Branch of the Chartered Institute of Arbitrators.

(e) Any notice under this lease shall be in writing and any notice to the Lessee shall be sufficiently served if sent by registered post or by recorded delivery service or left at the Lessee's registered offices in Kenya and any notice to the Lessor shall be sufficiently served if delivered to the headquarters office of the Director of Kenya Wildlife Service or sent there by registered post or by recorded delivery service.

(f) If the rents hereby reserved shall be unpaid for fifteen days after they shall have become due or if any covenant on the Lessee's part herein contained shall not be performed or observed and the Lessor has served on the Lessee not less than fifteen days notice in writing specifying such non-payment non-performance or breach or if the Lessee shall enter into liquidation whether compulsory or voluntary (not being voluntary liquidation merely for the purpose of reconstruction) then and in any such case it shall and may be lawful for the Lessor at any time thereafter to re-enter into and upon the Lodge Site and the Lodge or any part thereof in the name of the whole and take possession of the same and thereupon this lease shall absolutely determine but without prejudice to any right of action or remedy of the Lessor in respect of any antecedent breach of the Lessee's covenants contained herein.

(g) This lease supersedes and replaces the lease agreement dated the 30th day of September One Thousand Nine Hundred and Eighty Two entered into between the Government of the Republic of Kenya and the Lessee which is hereby surrendered.

IN WITNESS WHEREOF the respective Common Seals of the parties have been hereunto affixed this 31st day of December 1998.

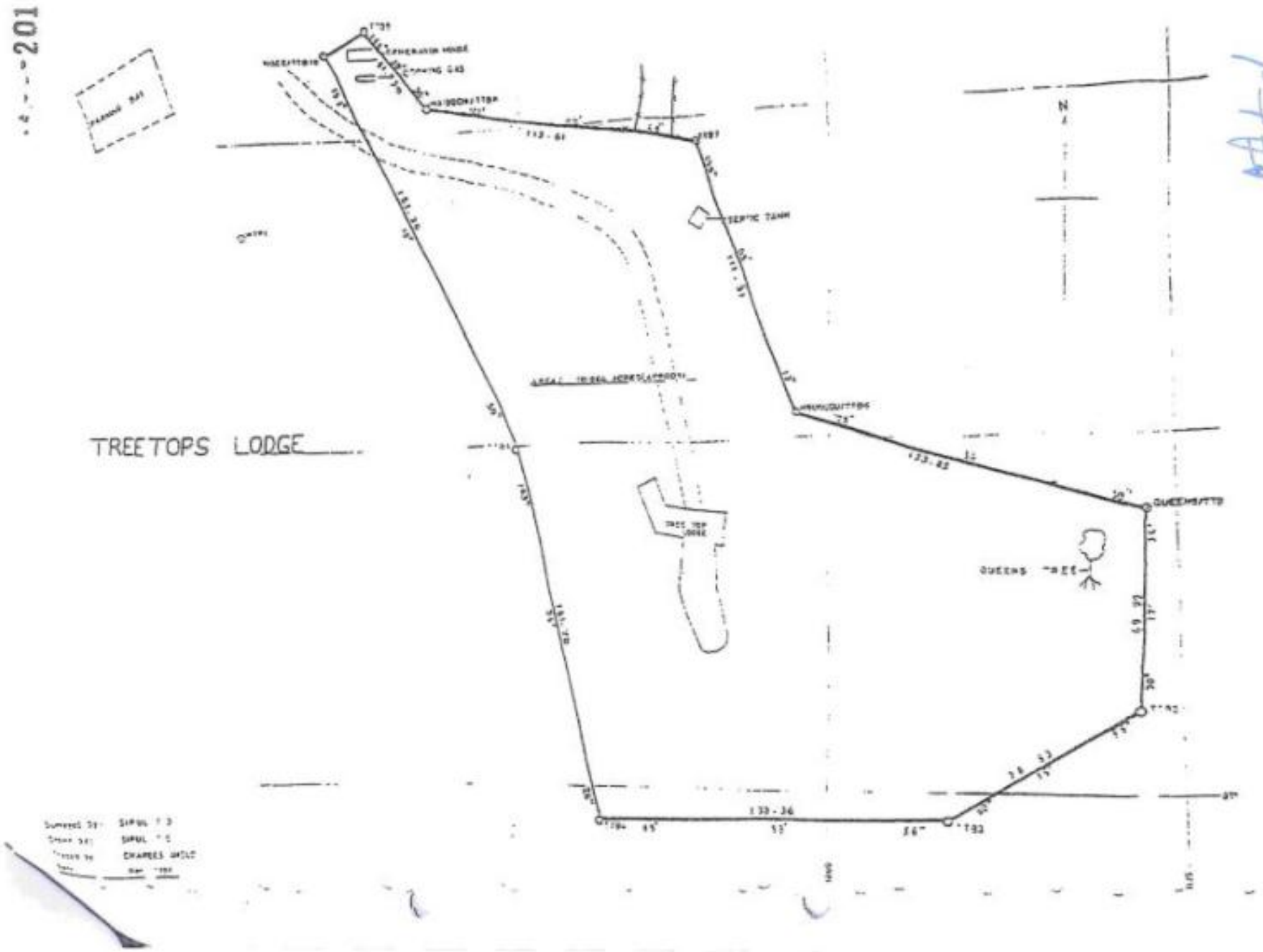
SEALED with the Common Seal of
KENYA WILDLIFE SERVICE
in the presence of:

DIRECTOR

SEALED with the Common Seal of
ABERDARE SAFARI HOTELS LIMITED
in the presence of:-

DIRECTOR

DIRECTOR/SECRETARY


TREETOPS LODGE
SEPTIC TANK
QUEENS
133 - 36

TREETOPS HOTEL
ABERDARE NATIONAL PARK
ABERDARE SAFARI HOTELS LTD.
KENYA WILDLIFE SERVICE

AGREED FIXED RENT SCHEDULE

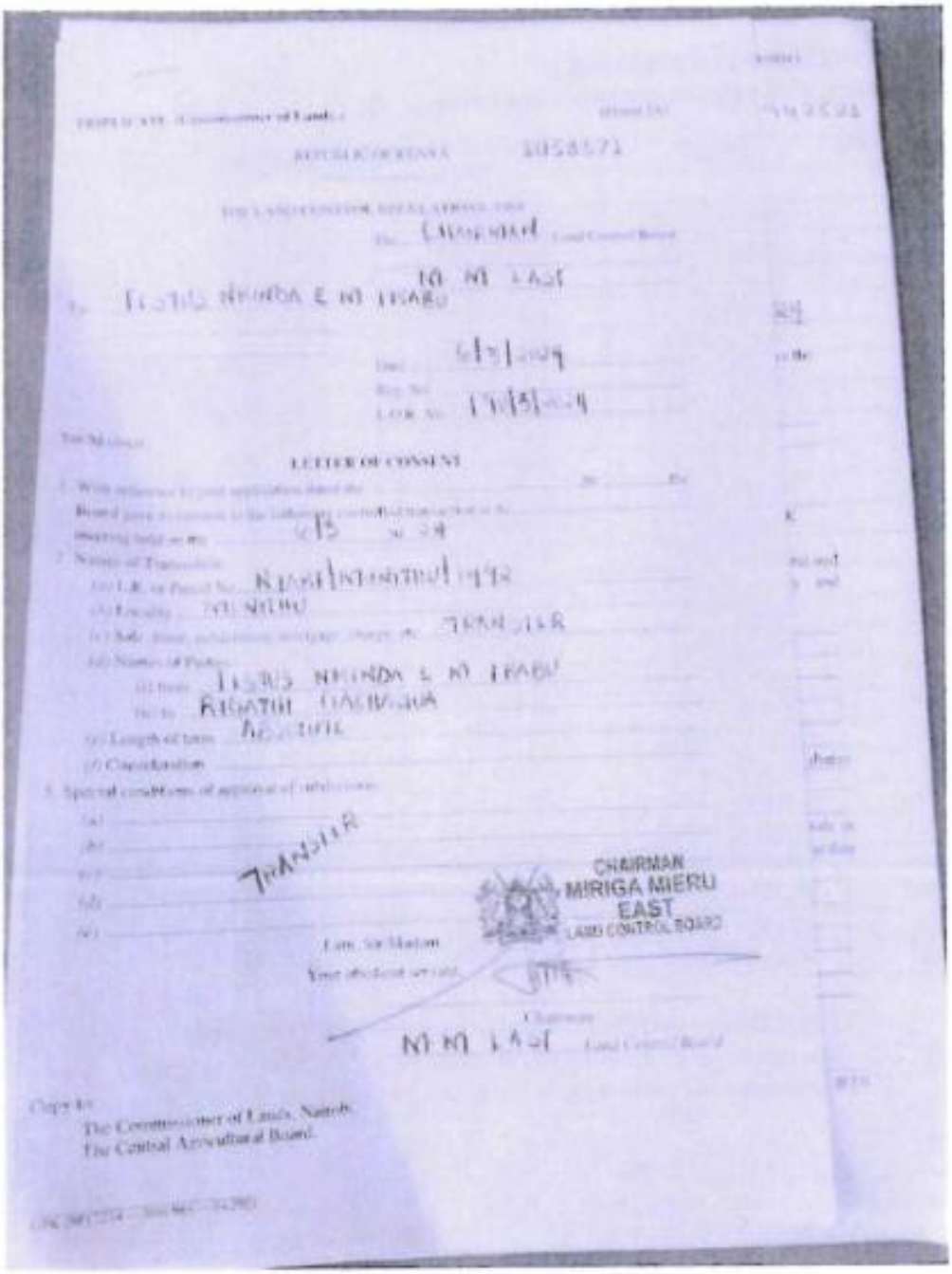
(FIXED RENT IS PAYABLE QUARTERLY IN ADVANCE)

LEASE YR.	FROM	TO	RENT/MONTH
3	Aug/01/1998	Jul/31/1999	$5,030
4	Aug/01/1999	Jul/31/2000	$5,231
5	Aug/01/2000	Jul/31/2001	$5,440
6	Aug/01/2001	Jul/31/2002	$5,658
7	Aug/01/2002	Jul/31/2003	$5,884
8	Aug/01/2003	Jul/31/2004	$6,120
9	Aug/01/2004	Jul/31/2005	$6,365
10	Aug/01/2005	Jul/31/2006	$6,619
11	Aug/01/2006	Jul/31/2007	$6,884
12	Aug/01/2007	Jul/31/2008	$7,159
13	Aug/01/2008	Jul/31/2009	$7,446
14	Aug/01/2009	Jul/31/2010	$7,743
15	Aug/01/2010	Jul/31/2011	$8,053
16	Aug/01/2011	Jul/31/2012	$8,375
17	Aug/01/2012	Jul/31/2013	$8,710
18	Aug/01/2013	Jul/31/2014	$9,059
19	Aug/01/2014	Jul/31/2015	$9,421
20	Aug/01/2015	Jul/31/2016	$9,798
21	Aug/01/2016	Jul/31/2017	$10,190
22	Aug/01/2017	Jul/31/2018	$10,597
23	Aug/01/2018	Jul/31/2019	$11,021
24	Aug/01/2019	Jul/31/2020	$11,462
25	Aug/01/2020	Jul/31/2021	$11,921
26	Aug/01/2021	Jul/31/2022	$12,398
27	Aug/01/2022	Jul/31/2023	$12,893

CURRENCY: UNITED STATES OF AMERICA DOLLARS

NOTE: Both the Fixed and Variable Rent for years 1 & 2 of the Lease Agreement duration have been taken into account separately

Evidence of Purchase of Properties in Meru Nyaki/ Munithu/ 1492



REPUBLIC OF KENYA

THE LAND CONTROL ACT
(Cap. 302)

APPLICATION FOR CONSENT OF LAND CONTROL BOARD
To be submitted in TRIPLICATE in respect of each transaction and sent to or left at the appropriate office of the Commissioner of Lands

TO THE
LAND CONTROL BOARD

L.C.R. No._____

I HEREBY apply to the Land Control Board for its consent to the transaction described below, and give the following information

1. (a) Present registered holder of interest (full name in BLOCK LETTERS): FESTUS NKINDA E. M'IKARU
   (b) Nationality KENYAN ID Number 0080485
   (c) Address NYAKI, MUNITHU LOCATION, MERU
2. (a) Proposed purchaser, transferee, mortgage, charger, allottee, etc. (full name in BLOCK LETTERS) RIGATHI GACHAGUA
   (b) If a limited liability company, names of directors, authorised and issued share capital and principal shareholders; if a co-operative society, names of chairman, secretary and treasurer and total number of members
   (c) Nationality KENYAN ID NO. 6091105
   (d) Address P.O BOX 29294-00100 NAIROBI
3. Nature of transaction (e.g. sale, gift, lease, mortgage, charge, etc.): if sale or allotment of shares name of company, number and particulars of shares to be transferred
4. Term (i.e. the length of time for which the land affected is to be transferred or leased if sale or allotment of shares, authorised share capital of the company and numbers of shares issued at date of application) FREEHOLD
5. Description of Land:

L.R. or Parcel No. NYAKI/MUNITHU/1492
Area 12.099HA
Locality: NYAKI, MUNITHU LOCATION, MERU
County Council

P.T.O

6. (a) Purchase price, if a sale or option ..... Sh ..... Rent ..... Sh .....

Estimated value of the land (if a gift) ..... Sh .....

Amount of loan (if a mortgage or charge) ..... Sh .....

Rate of interest (if a mortgage or charge) ..... %

Any other information affecting the amount of the consideration, particularly regarding the description and area of crops with estimated yields and value thereof included in the purchase price .....

(b) Full description and approximate value of improvements on land included in the consideration N/A .....

(c) Any other consideration passing between the parties N/A .....

7. If a transfer or lease of the land-

Proposed development programme of purchaser, including funds available thereof with approximate date N/A .....

Does the purchaser/lessee intend to reside on the land? .....

8. (a) Other agricultural land registered in the name of or held under contract for sale by the proposed purchaser, transferee, lessee or allottee, or any member(s) of his immediate family, or any company in which he has an interest (state the nature of any interest in such company)-

L.R. or Parcel Nos ..... Area .....

Owner .....

Nature of interest .....

Whether contiguous to land being purchased .....

(b) Particulars of agricultural land held and disposed of by purchaser or lessee in the last three years-

L.R. or Parcel Nos ..... District ..... Area .....

L.R. or Parcel Nos ..... District ..... Area .....

9. Farming experience of transferee .....

We hereby declare that the above information is true to the best of our knowledge and belief.

PRISCIVIL MWINZI
ADVOCATE
P.O. Box 79291-00100, NAIROBI

X

Signature of purchaser's, lessee, Mortgagee, chargee's, or authorized agent or agents etc.

Signature of owner's, lessor, mortgagor, chargor's, or authorized agent or agents, etc.

Date .....

Date .....

If spaces allowed under any particular item are insufficient for the information, a separate sheet with item numbers are duly signed by all parties or their authorized agent or agents should be attached.

GPK(L)

KENYA REVENUE AUTHORITY

www.kra.go.ke

PIN Certificate

For General Tax Questions
Contact KRA Call Centre
Tel: +254 (020) 4999 999
Cell: +254(0711) 099 999
Email: [illegible]@kra.go.ke

Certificate Date : [illegible]
Personal Identification Number
[illegible]

This is to certify that taxpayer shown below has been registered with Kenya Revenue Authority

Taxpayer Information

Taxpayer Name	RIGATHI GACHAGUA
Email Address	RIGATHIGACHAGUA@GMAIL.COM

Registered Address

L.R. Number :	Building [illegible]
Street/Road statehouse avenue	City/Town : nairobi west
County : Nairobi	District Westlands District
Tax Area Westlands	Station South of Nairobi
P. O. Box 15315	Postal Code 00509

Tax Obligation(s) Registration

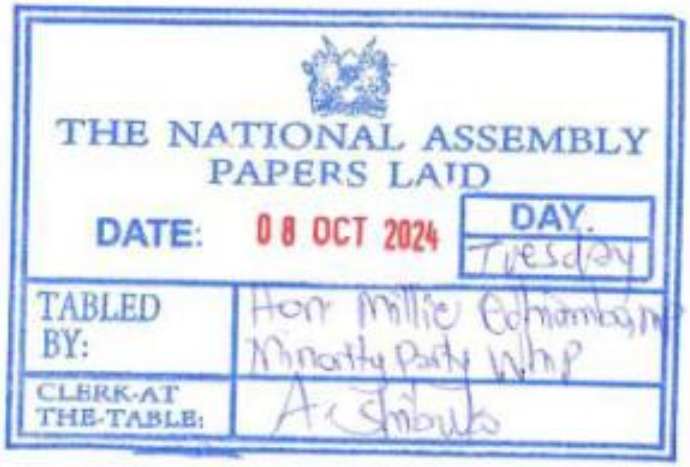
Sr. No.	Tax Obligation(s)	Effective From Date	Effective Till	Status
1	Income Tax - Resident Individual	12/03/1992	N.A.	Active

The above PIN must appear on all your tax invoices and correspondences with Kenya Revenue Authority. Your accounting end date is 31st December as per the provisions stated in the Income Tax Act unless a change has been approved by the Commissioner-Domestic Taxes Department. The status of Tax Obligation(s) with 'Dormant' status will automatically change to 'Active' on date mentioned in "Effective Till Date" or any transaction done during the period. This certificate


JAMHURI YA KENYA
REPUBLIC OF KENYA
GACHAGUA

ANNEXURE 3

COMMUNICATION FROM THE CHAIR (NO. 047 OF 2024) ON CONSIDERATION OF THE SPECIAL MOTION FOR THE REMOVAL FROM OFFICE, BY IMPEACHMENT, OF H.E. RIGATHI GACHAGUA AS THE DEPUTY PRESIDENT OF THE REPUBLIC OF KENYA



REPUBLIC OF KENYA

THIRTEENTH PARLIAMENT - (THIRD SESSION)
THE NATIONAL ASSEMBLY

COMMUNICATION FROM THE CHAIR

(No. 47 of 2024)

ON

CONSIDERATION OF THE SPECIAL MOTION FOR THE REMOVAL FROM OFFICE, BY IMPEACHMENT OF H.E. RIGATHI GACHAGUA AS THE DEPUTY PRESIDENT OF THE REPUBLIC OF KENYA

Honourable Members,

1. You will recall that earlier, at the commencement of this sitting, I notified the House of receipt of a Notice of a Special Motion, by the Member for Kibwezi West Constituency, the **Hon. Eckomas Mwengi Mutuse, OGW, MP** seeking the removal from office, by impeachment, of **H.E. Rigathi Gachagua, EGH** as the Deputy President of the Republic of Kenya.

2. You may further recall that after the Notice of the Special Motion was given by the Member for Kibwezi West, several Members rose in their places and raised a number of procedural concerns for my guidance. The Members who spoke include the Leader of the Majority Party, the Hon. Kimani Ichung'wah, EGH, MP; the Leader of the Minority Party, the Hon. Junet Mohammed, CBS, MP; the Majority Chief Whip, the Hon. Sylvanus Osoro, CBS MP; the Hon. Farah Maalim, MP; the Hon. Geoffrey Ruku, MP; and the Hon. Maj. (Rtd.) Bashir Abdullahi, MP.

3. **Honourable Members,** cognizant of the obligation on the House to dispose of the Special Motion with urgency, I undertook to address the concerns

expeditiously, in order to allow the House to proceed with the next stages of the Special Motion. As Members are aware, **the seven days available to this House to dispose of the Motion will lapse on Tuesday, 8st October 2024.**

4. In this regard, I retreated to my Chamber to apply my mind to the issues, and also convened a meeting of the House Business Committee for purposes of deliberating on the next steps to be taken with regard to the Special Motion and the procedural concerns raised in the House.

5. **Honourable Members,** I have summarized the issues raised by Members as follows—

   (1) Calculation of the number of Members required to meet the voting thresholds that apply to the impeachment of a Deputy President;

   (2) Whether the House shall conduct Public Participation in its consideration of the Motion, and if so, the modalities of such an exercise;

   (3) The right of the Deputy President to be afforded an opportunity to be heard; and

   (4) Security arrangements for Members of Parliament.

6. **Honourable Members,** now allow me to examine each of the issues. With regard to the **First Issue** on calculating the number of Members required to meet the voting thresholds that apply to the impeachment of a Deputy President, the attention of the Speaker was drawn to the current Membership of the House in light of the four (4) vacancies relating to Magarini, Ugunja and Banisa Constituencies and the seat recently vacated by the Hon. John Mbadi upon his appointment to the Cabinet. The query around this issue sought guidance on whether calculating the voting thresholds prescribed in Article 145 of the Constitution would take into account the vacancies and the existing 345 Members of the House.

7. I wish to refer the House to the express provisions of Article 145(1) and (2) of the Constitution which provide clear guidance on this issue. The Articles provide, and I quote—

> *(1) A member of the National Assembly, supported by* ***at least a third of all the members, may move a motion for the impeachment of the President****—*
>
> > *(a) on the ground of a gross violation of a provision of this Constitution or of any other law;*
> >
> > *(b) where there are serious reasons for believing that the President has committed a crime under national or international law; or (c) for gross misconduct.*
>
> *(2) If a motion under clause (1) is supported by* ***at least two-thirds of all the members of the National Assembly****—*
>
> > *(a) the Speaker shall inform the Speaker of the Senate of that resolution within two days; and*
> >
> > *(b) the President shall continue to perform the functions of the office pending the outcome of the proceedings required by this Article.*

8. Members will note the instructive words in both provisions subject the prescribed thresholds to "**ALL** the Members". **To the extent that no reference is made to "existing" Members, the thresholds can only be applied to the membership of the National Assembly that is prescribed under Article 97 of the Constitution.**

9. In this regard, a Member who proposes a motion for the impeachment of a President or Deputy President **must be supported by at least one-third of the 349 Members of the House, being 117 Members.** By extension, **for the House to pass a resolution on a Motion for the impeachment of a President or Deputy President, the Motion must be supported by at least two-thirds of the 349 Members of the House, being 233 Members.**

10. A related issue raised with respect to the first issue was whether the validity of the proceedings of the House would be affected in light of the four (4) vacant seats. Notably, Article 124(3) of the Constitution provides that the proceedings of a House of Parliament are not invalid merely on account of a vacancy in its membership. This settles the first issue.

11. Hon. Members, the **Second Issue** was on the conduct of **public participation** in considering the Special Motion and the modalities of such an exercise. At the very outset, permit me to note that it would be absurd for any person to imagine that a Motion such as the one presently before the House may be concluded without the participation of the public.

12. Honourable Members, Article 118(2) of the Constitution categorically enjoins Parliament to *"facilitate public participation and involvement in the legislative and other business of Parliament and its committees."*

13. My attention has also been drawn to various court decisions relating to the removal from office of state officers including county governors. I am indeed persuaded that public participation is an integral element of the process of removal of **an elected State officer** from office.

14. Having reiterated the centrality of public participation to the process, **how then shall the public participate in the consideration of the Special Motion**?

15. Honourable Members, In answering this question, the House Business Committee has addressed this issue during its meeting this afternoon and approved a programme of public participation across the country to be coordinated from the 47 Counties. The Clerk shall communicate the full details of the programme, for the information of the public, through print and electronic media advertisements to run from tomorrow, 2nd October, 2024.

16. **Honourable Members,** with regard to the administrative arrangements to facilitate public participation, the House Business Committee also resolved on the following modalities—

(1) **THAT,** the public participation will be undertaken **on Friday, 4th October 2024**. Consequently all other parliamentary activities previously scheduled between Thursday, 3rd until Monday, 7th October, 2024, shall be suspended;

(2) **THAT,** this unprecedented occasion is one which requires the House to summon all Members to avail themselves and participate in all activities relating to the Special Motion. Further, Standing Order 68 provides that a Motion for the removal of a person from office takes precedence over all other business on the Order Paper. Consequently, the Consideration of the Special Motion shall have priority over all activities of the House, whether domestic or foreign; and

(3) **THAT,** the House Business Committee will seek a resolution of the House to—

(a) suspend the sitting of the House on Thursday, 3rd October 2024 in order to facilitate the administrative arrangements for public participation; and

(b) hold a morning sitting on Tuesday, 8th October 2024 and commence an early afternoon sitting on the same day to consider the Special Motion.

17. Further, **Hon. Members** I have been requested by the Mover of the Motion and in consultation with the House Business Committee, to convene a forum for a briefing of Members on the modalities of the public participation programme. In this regard, I will interrupt tomorrow's morning sitting at noon

and adjourn the House for this purpose. I also direct the Clerk to make necessary arrangements for the briefing session.

18. **Hon. Members,** The **Third issue** touched on the manner of affording the Deputy President an opportunity to be heard and the modalities of the same. In this case, Standing Order 67 obliges the House to afford the Deputy President an opportunity to be heard either in person, through a representative or both. Further, the House is under an obligation to accord the Deputy President, the right to fair administrative action under Article 47 and the right to fair hearing under Article 50 of the Constitution.

19. Drawing from the foregoing and the timeline provided for the House to dispose the Motion for which Notice was given today, the Deputy President of the Republic of Kenya is entitled to appear before the House in person, through legal representative, or both during consideration of the Motion.

20. Noting that the Special Motion shall be considered on 8th October, 2024, I have directed that the H.E. the Deputy President be notified of his right to appear on the said date and the allocation of time from 5.00 p.m. to 7.00 p.m.

21. **Honourable Members,** The **Fourth and final issue** that was raised for guidance was on the security of Members whose support of the Special Motion may affect their personal safety.

22. The security and safety of Members is a paramount priority for the Parliamentary Service Commission which is charged with providing services and facilities to ensure the efficient and effective functioning of Parliament.

23. As Chairman of the Parliamentary Service Commission, I assure all Members that, apart from the existing arrangements made for their security and safety, additional arrangements shall be considered, if the need arises, in consultation with the National Police Service.

24. **Honourable Members**, as I conclude, I urge each one of us and the public to truly grasp the magnitude of the unprecedented journey the House is about to embark on. In promulgating the Constitution, Kenyans bestowed upon themselves and generations yet to come a document that reshaped the very soul of our nation. Indeed, our Constitution is a living document that espouses the aspirations of our people. To this end, on Friday the 27th day of August 2010, Kenyans affirmed their sovereign and inalienable right to establish a government anchored in democracy, social justice, and the rule of law.

25. The power to impeach is a profound check on the conduct of a State Officer. To safeguard the rights of an affected State Officer, the Constitution prescribes high and graduated thresholds on the National Assembly. The thresholds reflect the gravity of the task before the House. This Special Motion is not just an inquiry into the conduct of a State Officer; it is also a momentous test of the resilience of the constitutional procedures meticulously designed by the framers.

26. As you proceed to scrutinize the conduct of the Deputy President, the House is also under scrutiny with respect to its fidelity to the Constitution and its obligation to uphold the rights of every Kenyan. I have no doubt that we will rise to this defining moment; that we shall confront this test with dignity, resolve, and the utmost integrity. I am confident that the House shall prove itself worthy of the trust placed on it by the Constitution and the people it represents.

27. **Honourable Members,** In summary therefore, I wish to guide the House as follows—

    (1) THAT, while the threshold for admitting the Special a Motion under the Articles 145 and 150 is 117 Members, the threshold for passing a resolution on the Motion for the impeachment of a President or Deputy President is 233 Members of this House.

(2) **THAT, public participation is an integral element of the process of removal of an elected State officer from office. In this regard, the House Business Committee has approved a programme of public participation across the country to be coordinated from the 47 Counties on 4th October, 2024.**

(3) **THAT, in order to observe the requirements of Articles 47 and 50 of the Constitution and Standing Order 67, H.E. the Deputy President shall be notified of his right to appear before the House on Tuesday, 8th October, 2024 and the allocation of time between 5.00 and 7.00pm.**

(4) **THAT, in addition to the existing arrangements made for the security and safety of Members, additional arrangements shall be considered in the usual manner in consultation with the National Police Service.**

The House is accordingly guided.

I thank you!

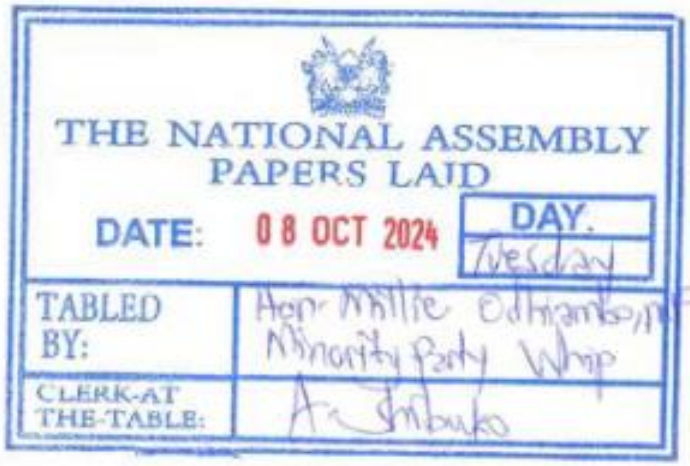
Wetang'ula

THE RT. HON. (DR.) MOSES F.M. WETANG'ULA, EGH, MP
SPEAKER OF THE NATIONAL ASSEMBLY

Tuesday, 1st October, 2024

ANNEXURE 4

COMMUNICATION FROM THE CHAIR (NO.048 OF 2024) ON THE PUBLIC PARTICIPATION PROGRAMME ON THE SPECIAL MOTION FOR THE REMOVAL FROM OFFICE, BY IMPEACHMENT OF H.E. THE DEPUTY PRESIDENT OF THE REPUBLIC OF KENYA



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REPUBLIC OF KENYA

THIRTEENTH PARLIAMENT - (THIRD SESSION)
THE NATIONAL ASSEMBLY

COMMUNICATION FROM THE CHAIR

(No. 048 of 2024)

ON

THE PUBLIC PARTICIPATION PROGRAMME ON THE SPECIAL MOTION FOR THE REMOVAL FROM OFFICE, BY IMPEACHMENT OF H.THE DEPUTY PRESIDENT OF THE REPUBLIC OF KENYA

Honourable Members,

1. Further to the Communication issued yesterday on *Consideration of the Special Motion for the Removal from Office, by Impeachment of H.E. Rigathi Gachagua as the Deputy President of the Republic of Kenya* and today's briefing on the Public Participation Programme relating to the consideration of the Special Motion, I wish to guide further in the matter.

2. As Members are aware, the advertisements published today inviting submission of views and notifying the public of hearings on the Special Motion list all 290 constituencies and indicate that the exercise is to be coordinated from **47 County Venues/Collection Centres across the country.**

3. Arising from the Members' Briefing held earlier today, I wish to clarify that the Public Participation Programme additionally contemplates the collection of views at the constituency level.

4. In this regard, **I confirm that Officers of the Clerk shall be present to assist in the collection and compilation of Views for onward transmission to the Office of the Clerk through the respective collection/compilation centres specified in the published advertisements.**

The House is accordingly guided.

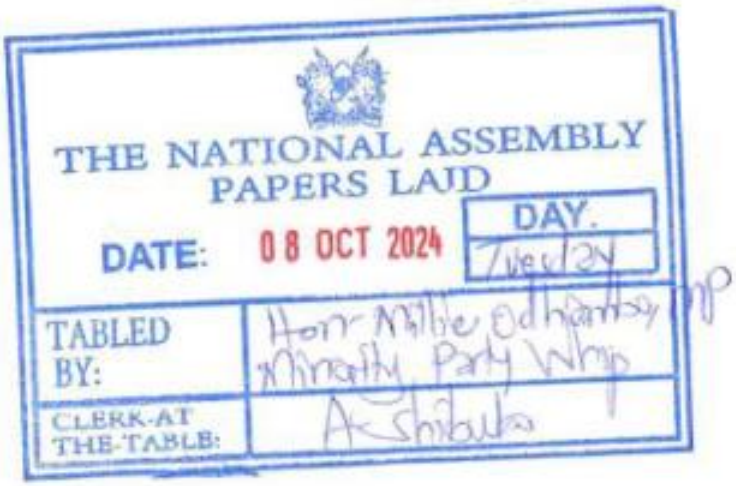
I thank you!

THE RT. HON. (DR.) MOSES F.M. WETANG'ULA, EGH, MP
SPEAKER OF THE NATIONAL ASSEMBLY
Tuesday, 2nd October, 2024

ANNEXURE 5

5A - NEWSPAPER ADVERTISEMENTS

5B – PRESS STATEMENT



REPUBLIC OF KENYA

THIRTEENTH PARLIAMENT - THIRD SESSION (2024)

THE NATIONAL ASSEMBLY

IN THE MATTER OF ARTICLES 118(1)(b); 145(1); 150 (1)(a) and (2) OF THE CONSTITUTION
AND
IN THE MATTER OF CONSIDERATION OF THE SPECIAL MOTION FOR THE PROPOSED REMOVAL FROM OFFICE, BY IMPEACHMENT, OF H. E. RIGATHI GACHAGUA, THE DEPUTY PRESIDENT OF THE REPUBLIC OF KENYA

NOTIFICATION OF PUBLIC HEARINGS AND INVITATION TO SUBMIT VIEWS

WHEREAS, Article 118(1)(b) of the Constitution requires Parliament to facilitate public participation and involvement in its legislative and other business;

AND WHEREAS, a Notice of a Special Motion for the removal from office, **by impeachment**, of **H. E Rigathi Gachagua**, the Deputy President of the Republic of Kenya in accordance with Articles 145 (1) and 150(1)(b) and (2) of the Constitution, and National Assembly Standing Orders 64 and 65, was given in the National Assembly by the **Hon. Eckomas Mwengi Mutuse, OGW, MP**, on **Tuesday, 1st October, 2024**;

IT IS NOTIFIED that, pursuant to Articles 145 (1) and 150(1)(b) and (2) of the Constitution as read with the National Assembly Standing Orders 64 and 65, the Special Motion seeks the resolution of the National Assembly for removal from office by impeachment of H. E. Rigathi Gachagua as the Deputy President of the Republic of Kenya on eleven (11) grounds stated in the Special Motion as summarized below:-

(1) **Gross Violation of Articles** 10 (2) (a), (b) and (c); 27 (4), 73 (1) (a) and (2) (b); 75 (1) (c), **and** 129 (2) of the Constitution **and Articles** 147 (1), **as read with** Article 131 (2) (c) and (d) **of the Constitution.** The Special Motion alleges that H. E. the Deputy President has significantly undermined national unity and the peaceful coexistence of Kenya's diverse communities by persistently making inflammatory and inciteful utterances threatening to discriminate, exclude and unlawfully deny sections of the people of Kenya and regions of the Republic of Kenya equal opportunities for public service appointments and allocation of public resources;

(2) **Gross Violation of Articles** 147 (1) **and** 152 (1) of the **Constitution by undermining the President** and the **Cabinet and the effective discharge of the national government's executive mandate.** The Special Motion alleges that H. E. the Deputy President has made unilateral public statements inconsistent with policy positions collectively adopted by the Government and contradicted the President on critical matters of governance and the exercise of the President's function as a symbol of national unity;

(3) **Gross Violation of Articles** 6 (2), 10 (2) (a), 174, 186 (1), 189 (1) and the Fourth Schedule to the Constitution by undermining Devolution. The Special Motion alleges that H. E. the Deputy President interfered with the running of Nairobi City County Government by inciting citizens against lawful directives of the County Government on the planning and relocation of markets and publicly disparaging the leadership of the County Government and its decisions;

(4) **Gross Violation of Article 160** (1) of the Constitution **by undermining the institutional** and Decisional Independence of Judges. The Special Motion alleges that H. E. the Deputy President has undermined the institutional and decisional independence of a judge through public attacks on a judge of the High Court of Kenya and falsely threatening to file a petition for the removal of the said Judge in a matter in which he was a party.

(5) Gross Violation of Articles 3 (1) and 148 (3) (a) of the Constitution by breaching his Oath of Office and Allegiance. The Special Motion alleges that H. E. the Deputy President breached his Oath of Office and Allegiance on account of the utterances and actions attributed to the Deputy President under Grounds (1), (2), and (3) of the Special Motion;

(6) Serious reasons to believe that H. E the Deputy President has committed crimes under sections 13 (1) (a) and 62 of the National Cohesion and Integration Act. The Special Motion alleges that H. E the Deputy President has persistently made inflammatory, reckless, and inciteful public utterances over the last two years in contravention of the law;

(7) Serious reasons to believe that H. E the Deputy President has committed gross economic crimes, under sections 46 (1), 46, 47A (3), and 48 (1) of the Anti-Corruption and Economic Crimes Act and sections 2, 3, 4, and 7 of Proceeds of Crime and Anti-Money Laundering Act. The Special Motion alleges that H. E. the Deputy President has committed gross economic crimes, namely, conflict of interest, abuse of office, and conspiracy to commit crimes by inexplicably amassing property estimated at Kshs. 5.2 billion that is incompatible with his known legitimate income; and by trading with the Office of the Deputy President through proxies;

(8) Serious reasons to believe that H. E. the Deputy President has committed crimes by continuously misleading members of the public through false, malicious, divisive and inciteful remarks that are contrary to the provisions of section 132 of the Penal Code and section 28 of the Leadership and Integrity Act;

(9) Gross Misconduct that is incompatible with the high calling and dignified status of the Office of the Deputy President and member of the Cabinet and the National Security Council. The Special Motion alleges that H. E. the Deputy President has publicly attacked and undermined the work of the National Security Intelligence Service and its Officers;

(10) Gross Misconduct by openly or publicly insubordinating the President, who is the Head of State and Government;

(11) Gross Misconduct by persistently bullying state and public officers. The Special Motion alleges that H. E. the Deputy President has, over the past two years, persistently bullied State and public officers.

NOW THEREFORE, in compliance with Article 118(1) (b) of the Constitution, the Clerk of the National Assembly invites the public to make **oral and/or written submissions and representations** on the Special Motion for the removal from office, **by impeachment**, of H. E. Rigathi Gachagua, the Deputy President of the Republic of Kenya in **public hearings** to be held on **Friday, 4th October, 2024** across the country coordinated from **the 47 Counties from 8.00 am to 5.00pm**, as per the schedule below:-

SCHEDULE OF PUBLIC HEARINGS

S/NO.	CONSTITUENCIES	VENUE/COLLECTION CENTRE
1.	Changamwe	Tononoka Social Hall
2.	Jomvu	
3.	Kisauni	
4.	Nyali	
5.	Likoni	
6.	Mvita	
7.	Msambweni	Kwale Cultural Centre
8.	Lungalunga	
9.	Matuga	
10.	Kinango	
11.	Ganze	Coast Development Authority Hall, Kilifi
12.	Kaloleni	
13.	Kilifi North	
14.	Kilifi South	
15.	Malindi	
16.	Rabai	
17.	Magarini	
18.	G Dakiola	County Hall, Hola
19.	Bura	
20.	Garsen	
21.	Lamu East	KCB Hall
22.	Lamu West	
23.	Taveta	Mwatate CDF Hall
24.	Wundanyi	
25.	Mwatate	
26.	Voi	
27.	Garissa Township	Government Guest House
28.	Balambala	
29.	Lagdera	
30.	Dadaab	
31.	Fafi	
32.	Ijara	
33.	Wajir North	ICT Hall, Wajir Town
34.	Wajir East	
35.	Tarbaj	
36.	Wajir West	
37.	Eldas	
38.	Wajir South	
39.	Mandera West	Mandera Social Hall
40.	Banissa	
41.	Mandera North	
42.	Mandera South	
43.	Mandera East	
44.	Lafey	
45.	Moyale	Catholic Hall, Marsabit
46.	North Horr	
47.	Saku	
48.	Laisamis	
49.	Isiolo North	Catholic Diocese Hall, Isiolo
50.	Isiolo South	
51.	North Imenti	Kamende Hall
52.	Buuri	
53.	Central Imenti	
54.	South Imenti	
55.	Tigania East	
56.	Tigania West	
57.	Igembe North	
58.	Igembe South	
59.	Igembe Central	
60.	Maara	Kathwana County Hall
61.	Chuka/ Igambang'ombe	
62.	Tharaka	
63.	Manyatta	IPAD Hall
64.	Runyenjes	
65.	Mbeere South	
66.	Mbeere North	
67.	Mwingi North	Kitui Multi-Purpose Hall
68.	Mwingi West	
69.	Mwingi Central	
70.	Kitui West	
71.	Kitui Rural	
72.	Kitui Central	
73.	Kitui East	
74.	Kitui South	

SCHEDULE OF PUBLIC HEARINGS ON THE PROPOSED REMOVAL FROM OFFICE, BY IMPEACHMENT, OF H. E. RIGATHI GACHAGUA, THE DEPUTY PRESIDENT OF THE REPUBLIC OF KENYA ON FRIDAY 4TH OCTOBER 2024

S/NO.	CONSTITUENCIES	VENUE/COLLECTION CENTRE
75.	Masinga	Machakos Social Hall
76.	Yatta	
77.	Kangundo	
78.	Matungulu	
79.	Kathiani	
80.	Mavoko	
81.	Machakos Town	
82.	Mwala	
83.	Mbooni	
84.	Kilome	Wote GreenPark Gardens
85.	Kaiti	
86.	Makueni	
87.	Kibwezi West	
88.	Kibwezi East	
89.	Kinangop	Nyandarua CDF Hall, Ol Kalou
90.	Kipipiri	
91.	Ol Kalou	
92.	Ol Jorok	
93.	Ndaragwa	
94.	Tetu	Nyeri Cultural Hall
95.	Kieni	
96.	Mathira	
97.	Othaya	
98.	Mukurweini	
99.	Nyeri Town	
100.	Mwea	CDF Hall, Kirinyaga Central
101.	Gichugu	
102.	Ndia	
103.	Kirinyaga Central	
104.	Kangema	Murang'a University of Technology Hall
105.	Mathioya	
106.	Kiharu	
107.	Kigumo	
108.	Maragwa	
109.	Kandara	
110.	Gatanga	
111.	Gatundu South	Kiambu Social Hall
112.	Gatundu North	
113.	Juja	
114.	Thika Town	
115.	Ruiru	
116.	Githunguri	
117.	Kiambu	
118.	Kiambaa	
119.	Kabete	
120.	Kikuyu	
121.	Limuru	
122.	Lari	
123.	Turkana North	Turkana University
124.	Turkana West	
125.	Turkana Central	
126.	Loima	
127.	Turkana South	
128.	Turkana East	
129.	Kapenguria	Mtwapa Counts Hall, Kapenguria
130.	Sigor	
131.	Kacheliba	
132.	Pokot South	
133.	Samburu West	Maralal Vocational Centre
134.	Samburu North	
135.	Samburu East	
136.	Kwanza	Nitafa Museum
137.	Endebess	
138.	Saboti	
139.	Kiminini	
140.	Cherangany	
141.	Soy	County Hall
142.	Turbo	
143.	Moiben	
144.	Ainabkoi	
145.	Kapseret	
146.	Kesses	
147.	Marakwet East	KMTC Iten
148.	Marakwet West	
149.	Keiyo North	
150.	Keiyo South	
151.	Tinderet	Eliud Kipchoge Complex
152.	Aldai	
153.	Nandi Hills	
154.	Chesumei	
155.	Emgwen	
156.	Mosop	

S/NO.	CONSTITUENCIES	VENUE/COLLECTION CENTRE
157.	Tiaty	Baringo Rehab Centre
158.	Baringo North	
159.	Baringo Central	
160.	Baringo South	
161.	Mogotio	NGCDF Hall, Nanyuki
162.	Eldama Ravine	
163.	Laikipia West	
164.	Laikipia East	
165.	Laikipia North	
166.	Molo	Kenya Red Cross Hall, Nakuru
167.	Njoro	
168.	Naivasha	
169.	Gilgil	
170.	Kuresoi South	
171.	Kuresoi North	
172.	Subukia	
173.	Rongai	
174.	Bahati	
175.	Nakuru Town West	
176.	Nakuru Town East	
177.	Kilgoris	Narok Youth Empowerment Center
178.	Emurua Dikirr	
179.	Narok North	
180.	Narok East	
181.	Narok South	
182.	Narok West	
183.	Kajiado North	Maasai Technical Institute Hall
184.	Kajiado Central	
185.	Kajiado East	
186.	Kajiado West	
187.	Kajiado South	
188.	Kipkelion East	ACK Church Hall, Kericho
189.	Kipkelion West	
190.	Ainamoi	
191.	Buret	
192.	Belgut	
193.	Sigowet/Soin	
194.	Sotik	St. Bakhita Youth Training Hall
195.	Chepalungu	
196.	Bomet East	
197.	Bomet Central	
198.	Konoin	
199.	Lugari	Meghartu Hall
200.	Likuyani	
201.	Malava	
202.	Lurambi	
203.	Navakholo	
204.	Mumias West	
205.	Mumias East	
206.	Matungu	
207.	Butere	
208.	Khwisero	
209.	Shinyalu	
210.	Ikolomani	
211.	Vihiga	Presss Centre Church Mbale
212.	Sabatia	
213.	Hamisi	
214.	Luanda	
215.	Emuhaya	
216.	Mt. Elgon	
217.	Sirisia	Redeemer Hall, Kericho
218.	Kabuchai	
219.	Bumula	
220.	Kanduyi	
221.	Webuye East	
222.	Webuye West	
223.	Kimilili	
224.	Tongaren	
225.	Teso North	Busia Social Hall
226.	Teso South	
227.	Nambale	
228.	Matayos	
229.	Butula	
230.	Funyula	
231.	Budalang	

S/NO.	CONSTITUENCIES	VENUE/COLLECTION CENTRE
232.	Ugenya	Siaya Technical Institute
233.	Ugunja	
234.	Alego Usonga	
235.	Gem	Tom Mboya Labour College
236.	Bondo	
237.	Rarieda	
238.	Kisumu East	
239.	Kisumu West	
240.	Kisumu Central	
241.	Seme	
242.	Nyando	
243.	Muhoroni	
244.	Nyakach	
245.	Kasipul	Homa Bay Stadium
246.	Kabondo Kasipul	
247.	Karachuonyo	
248.	Rangwe	
249.	Homa Bay Town	
250.	Ndhiwa	
251.	Suba North	
252.	Suba South	
253.	Rongo	Migori TTC
254.	Awendo	
255.	Suna East	
256.	Suna West	
257.	Uriri	
258.	Nyatike	
259.	Kuria West	
260.	Kuria East	
261.	Borichar	Agricultural Training College, Kisii
262.	South Mugirango	
263.	Bomachoge Borabu	
264.	Nobeji	
265.	Bomachoge Chache	
266.	Nyaribari Masaba	
267.	Nyaribari Chache	
268.	Kitutu Chache North	
269.	Kitutu Chache South	
270.	Kitutu Masaba	West Mugirango NGCDF hall
271.	West Mugirango	
272.	North Mugirango	
273.	Borabu	Kenyatta International Convention Centre
274.	Westlands	
275.	Dagoretti North	
276.	Dagoretti South	
277.	Langata	
278.	Kibra	
279.	Roysambu	
280.	Kasarani	
281.	Ruaraka	
282.	Embakasi South	
283.	Embakasi North	
284.	Embakasi Central	
285.	Embakasi East	
286.	Embakasi West	
287.	Makadara	
288.	Kamukunji	
289.	Starehe	
290.	Mathare	

FURTHER, the public may submit views on the Special Motion for the removal from office, **by impeachment**, of H. E. Rigathi Gachagua as the Deputy President of the Republic of Kenya. The views may be forwarded to the Clerk of the National Assembly, P.O Box 41842-00100, Nairobi hand-delivered to the Office of the Clerk, Main Parliament Buildings, Nairobi or emailed to **impeachment@parliament.go.ke** to be received on or before **Saturday, 5th October, 2024 at 5.00 p.m.** Alternatively, the views may also be delivered at the **respective collection** centres as indicated in the Schedule of the public hearings **on Friday, 4th October, 2024** to be received by **5.00pm.** A **Public Views Template** providing guidance on the form of submission to be received is available on **www.parliament.go.ke**

Copies of the Special Motion stating the grounds for removal and particulars of the allegations together with the relevant documents, may be downloaded from the parliamentary website www.parliament.go.ke.

S. NJOROGE, CBS
CLERK OF THE NATIONAL ASSEMBLY

Wednesday, 2nd October, 2024

5

REPUBLIC OF KENYA

THIRTEENTH PARLIAMENT - THIRD SESSION (2024)

THE NATIONAL ASSEMBLY

IN THE MATTER OF ARTICLES 118(1)(b); 145(1); 150 (1)(b) and (2) OF THE CONSTITUTION

AND

IN THE MATTER OF CONSIDERATION OF THE SPECIAL MOTION FOR THE PROPOSED REMOVAL FROM OFFICE, BY IMPEACHMENT, OF H. E. RIGATHI GACHAGUA, THE DEPUTY PRESIDENT OF THE REPUBLIC OF KENYA

NOTIFICATION OF PUBLIC HEARINGS AND INVITATION TO SUBMIT VIEWS

WHEREAS, Article 118(1)(b) of the Constitution requires Parliament to facilitate public participation and involvement in its legislative and other business;

AND WHEREAS, a Notice of a Special Motion for the removal from office, **by impeachment**, of **H. E Rigathi Gachagua**, the Deputy President of the Republic of Kenya in accordance with Articles 145 (1) and 150(1)(b) and (2) of the Constitution, and National Assembly Standing Orders 84 and 85, was given in the National Assembly by the **Hon. Eckomas Mwongi Mutuse, OGW, MP**, on **Tuesday, 1st October, 2024**;

IT IS NOTIFIED that, pursuant to Articles 145 (1) and 150(1)(b) and (2) of the Constitution as read with the National Assembly Standing Orders 84 and 85, the Special Motion seeks the resolution of the National Assembly for removal from office by impeachment of H. E. Rigathi Gachagua as the Deputy President of the Republic of Kenya on eleven (11) grounds stated in the Special Motion as summarized below:-

(1) Gross Violation of Articles 10 (2) (a), (b) and (c); 27 (4), 73 (1)(a) and (2)(b); 75 (1) (c), and 129 (2) of the Constitution and Articles 147 (1), as read with Article 131 (2) (c) and (d) of the Constitution. The Special Motion alleges that H. E. the Deputy President has significantly undermined national unity and the peaceful coexistence of Kenya's diverse communities by persistently making inflammatory and inciteful utterances threatening to discriminate, exclude and unlawfully deny sections of the people of Kenya and regions of the Republic of Kenya equal opportunities for public service appointments and allocation of public resources;

(2) Gross Violation of Articles 147 (1) and 152 (1) of the **Constitution by undermining the President and the Cabinet and the effective discharge of the national government's executive mandate.** The Special Motion alleges that H. E. the Deputy President has made unilateral public statements inconsistent with policy positions collectively adopted by the Government and contradicted the President on critical matters of governance and the exercise of the President's function as a symbol of national unity;

(3) Gross Violation of Articles 6 (2), 10 (2) (a), 174, 188 (1), 189 (1) and the Fourth Schedule to the Constitution by undermining Devolution. The Special Motion alleges that H. E. the Deputy President interfered with the running of Nairobi City County Government by inciting citizens against lawful directives of the County Government on the planning and relocation of markets and publicly disparaging the leadership of the County Government and its decisions;

(4) Gross Violation of Article 160 (1) of the Constitution by undermining the institutional and Decisional Independence of Judges. The Special Motion alleges that H. E. the Deputy President has undermined the institutional and decisional independence of a judge through public attacks on a judge of the High Court of Kenya and falsely threatening to file a petition for the removal of the said Judge in a matter in which he was a party;

(5) Gross Violation of Articles 3 (1) and 148 (5) (a) of the Constitution by breaching his Oath of Office and Allegiance. The Special Motion alleges that H. E. the Deputy President breached his Oath of Office and Allegiance on account of the utterances and actions attributed to the Deputy President under Grounds (1), (2), and (3) of the Special Motion;

(6) Serious reasons to believe that H. E the Deputy President has committed crimes under sections 13 (1) (a) and 62 of the National Cohesion and Integration Act. The Special Motion alleges that H. E the Deputy President has persistently made inflammatory, reckless, and inciteful public utterances over the last two years in contravention of the law;

(7) Serious reasons to believe that H. E the Deputy President has committed gross economic crimes, under sections 45 (1), 46, 47A (2), and 48 (1) of the Anti-Corruption and Economic Crimes Act and sections 2, 3, 4, and 7 of Proceeds of Crime and Anti-Money Laundering Act. The Special Motion alleges that H. E. the Deputy President, has committed gross economic crimes, namely, conflict of interest, abuse of office, and conspiracy to commit crimes by inexplicably amassing property estimated at Kshs. 5.2 billion that is incompatible with his known legitimate income; and by trading with the Office of the Deputy President through proxies;

(8) Serious reasons to believe that H. E. the Deputy President has committed crimes by continuously misleading members of the public through false, malicious, divisive and inciteful remarks that are contrary to the provisions of section 132 of the Penal Code and section 26 of the Leadership and Integrity Act;

(9) Gross Misconduct that is incompatible with the high calling and dignified status of the Office of the Deputy President and member of the Cabinet and the National Security Council. The Special Motion alleges that H. E. the Deputy President has publicly attacked and undermined the work of the National Security Intelligence Service and its Officers;

(10) Gross Misconduct by openly or publicly insubordinating the President, who is the Head of State and Government;

(11) Gross Misconduct by persistently bullying state and public officers. The Special Motion alleges that H. E. the Deputy President has, over the past two years, persistently bullied State and public officers.

NOW THEREFORE, in compliance with Article 118(1) (b) of the Constitution, the Clerk of the National Assembly invites the public to make **oral and/or written submissions and representations** on the Special Motion for the removal from office, **by impeachment**, of H. E. Rigathi Gachagua, the Deputy President of the Republic of Kenya in **public hearings** to be held on **Friday, 4th October, 2024** across the country coordinated from **the 47 Counties from 8.00 am to 5.00pm**, as per the schedule below -

SCHEDULE OF PUBLIC HEARINGS

SERIAL NO.	CONSTITUENCY/AREA	VENUE/COLLECTION CENTRE
1.	Changamwe	Tononoka Social Hall
2.	Jomvu	
3.	Kisauni	
4.	Nyali	
5.	Likoni	
6.	Mvita	
7.	Msambweni	Kwale Cultural Centre
8.	Lungalunga	
9.	Matuga	
10.	Kinango	
11.	Ganze	Coast Development Authority Hall, Kilifi
12.	Kaloleni	
13.	Kilifi North	
14.	Kilifi South	
15.	Malindi	
16.	Rabai	
17.	Magarini	
18.	Garsen	County Hall, Hola
19.	Bura	
20.	Galole	
21.	Lamu East	KCB Hall
22.	Lamu West	
23.	Taveta	Mwatate CDF Hall
24.	Wundanyi	
25.	Mwatate	
26.	Voi	
27.	Garissa Township	Government Guest House
28.	Balambala	
29.	Lagdera	
30.	Dadaab	
31.	Fafi	
32.	Ijara	
33.	Wajir North	ICT Hall, Wajir Town
34.	Wajir East	
35.	Tarbaj	
36.	Wajir West	
37.	Eldas	
38.	Wajir South	
39.	Mandera West	Mandera Social Hall
40.	Banissa	
41.	Mandera North	
42.	Mandera South	
43.	Mandera East	
44.	Lafey	
45.	Moyale	Catholic Hall, Marsabit
46.	North Horr	
47.	Saku	
48.	Laisamis	
49.	Isiolo North	Catholic Diocese Hall, Isiolo
50.	Isiolo South	
51.	North Imenti	Kamunde Hall
52.	Buuri	
53.	Central Imenti	
54.	South Imenti	
55.	Tigania East	
56.	Tigania West	
57.	Igembe North	
58.	Igembe South	
59.	Igembe Central	
60.	Maara	Kathwana County Hall
61.	Chuka/ Igambang'ombe	
62.	Tharaka	
63.	Manyatta	IFAD Hall
64.	Runyenjes	
65.	Mbeere South	
66.	Mbeere North	
67.	Mwingi North	Kitui Multi-Purpose Hall
68.	Mwingi West	
69.	Mwingi Central	
70.	Kitui West	
71.	Kitui Rural	
72.	Kitui Central	
73.	Kitui East	
74.	Kitui South	

REPUBLIC OF KENYA

THIRTEENTH PARLIAMENT - THIRD SESSION (2024)

THE NATIONAL ASSEMBLY

IN THE MATTER OF ARTICLES 118(1)(b); 145(1); 150 (1)(b) and (2) OF THE CONSTITUTION
AND
IN THE MATTER OF CONSIDERATION OF THE SPECIAL MOTION FOR THE PROPOSED REMOVAL FROM OFFICE, BY IMPEACHMENT, OF H. E. RIGATHI GACHAGUA, THE DEPUTY PRESIDENT OF THE REPUBLIC OF KENYA

NOTIFICATION OF PUBLIC HEARINGS AND INVITATION TO SUBMIT VIEWS

WHEREAS, Article 118(1)(b) of the Constitution requires Parliament to facilitate public participation and involvement in its legislative and other business;

AND WHEREAS, a Notice of a Special Motion for the removal from office, **by impeachment**, of **H. E Rigathi Gachagua**, the Deputy President of the Republic of Kenya in accordance with Articles 145 (1) and 150(1)(b) and (2) of the Constitution, and National Assembly Standing Orders 64 and 65, was given in the National Assembly by the **Hon. Eckomas Mwengi Mutuse, OGW, MP**, on **Tuesday, 1st October, 2024**;

IT IS NOTIFIED that, pursuant to Articles 145 (1) and 150(1)(b) and (2) of the Constitution as read with the National Assembly Standing Orders 64 and 65, the Special Motion seeks the resolution of the National Assembly for removal from office by impeachment of H. E. Rigathi Gachagua as the Deputy President of the Republic of Kenya on eleven (11) grounds stated in the Special Motion as summarized below:-

(1) Gross Violation of Articles 10 (2) (a), (b) and (c); 27 (4), 73 (1) (a) and (2) (b); 75 (1) (c), and 129 (2) of the Constitution and Articles 147 (1), as read with Article 131 (2) (c) and (d) of the Constitution. The Special Motion alleges that H. E. the Deputy President has significantly undermined national unity and the peaceful coexistence of Kenya's diverse communities by persistently making inflammatory and inciteful utterances threatening to discriminate, exclude and unlawfully deny sections of the people of Kenya and regions of the Republic of Kenya equal opportunities for public service appointments and allocation of public resources;

(2) Gross Violation of Articles 147 (1) and 152 (1) of the Constitution by undermining the President and the Cabinet and the effective discharge of the national government's executive mandate. The Special Motion alleges that H. E. the Deputy President has made unilateral public statements inconsistent with policy positions collectively adopted by the Government and contradicted the President on critical matters of governance and the exercise of the President's function as a symbol of national unity;

(3) Gross Violation of Articles 8 (2), 10 (2) (a), 174, 186 (1), 189 (1) and the Fourth Schedule to the Constitution by undermining Devolution. The Special Motion alleges that H. E. the Deputy President interfered with the running of Nairobi City County Government by inciting citizens against lawful directives of the County Government on the planning and relocation of markets and publicly disparaging the leadership of the County Government and its decisions;

(4) Gross Violation of Article 160 (1) of the Constitution by undermining the institutional and Decisional Independence of Judges. The Special Motion alleges that H. E. the Deputy President has undermined the institutional and decisional independence of a judge through public attacks on a judge of the High Court of Kenya and falsely threatening to file a petition for the removal of the said Judge in a matter in which he was a party;

(5) Gross Violation of Articles 2 (1) and 142 (3) (a) of the Constitution by breaching his Oath of Office and Allegiance. The Special Motion alleges that H. E. the Deputy President breached his Oath of Office and Allegiance on account of the utterances and actions attributed to the Deputy President under Grounds (1), (2), and (3) of the Special Motion;

(6) Serious reasons to believe that H. E the Deputy President has committed crimes under sections 18 (1) (a) and 62 of the National Cohesion and Integration Act. The Special Motion alleges that H. E the Deputy President has persistently made inflammatory, reckless, and inciteful public utterances over the last two years in contravention of the law;

(7) Serious reasons to believe that H. E the Deputy President has committed gross economic crimes, under sections 48 (1), 48, 47A (3), and 48 (1) of the Anti-Corruption and Economic Crimes Act and sections 2, 3, 4, and 7 of Proceeds of Crime and Anti-Money Laundering Act. The Special Motion alleges that H. E. the Deputy President, has committed gross economic crimes, namely, conflict of interest, abuse of office, and conspiracy to commit crimes by inexplicably amassing property estimated at Kshs. 5.2 billion that is incompatible with his known legitimate income; and by trading with the Office of the Deputy President through proxies;

(8) Serious reasons to believe that H. E. the Deputy President has committed crimes by continuously misleading members of the public through false, malicious, divisive and inciteful remarks that are contrary to the provisions of section 132 of the Penal Code and section 29 of the Leadership and Integrity Act;

(9) Gross Misconduct that is incompatible with the high calling and dignified duties of the Office of the Deputy President and member of the Cabinet and the National Security Council. The Special Motion alleges that H. E. the Deputy President has publicly attacked and undermined the work of the National Security Intelligence Service and its Officers;

(10) Gross Misconduct by openly or publicly insubordinating the President, who is the Head of State and Government;

(11) Gross Misconduct by persistently bullying state and public officers. The Special Motion alleges that H. E the Deputy President has, over the past two years, persistently bullied State and public officers.

NOW THEREFORE, in compliance with Article 118(1) (b) of the Constitution, the Clerk of the National Assembly invites the public to make **oral and/or written submissions and representations** on the Special Motion for the removal from office, **by impeachment**, of H. E. Rigathi Gachagua, the Deputy President of the Republic of Kenya in **public hearings** to be held on **Friday, 4th October, 2024** across the country coordinated from **the 47 Counties from 8.00 am to 5.00pm**, as per the schedule below:-

SCHEDULE OF PUBLIC HEARINGS

S/No.	County	Venue of Public Hearing
1.	Changamwe	Tononoka Social Hall
2.	Jomvu	
3.	Kisauni	
4.	Nyali	
5.	Likoni	
6.	Mvita	
7.	Msambweni	Kwale Cultural Centre
8.	Lungalunga	
9.	Matuga	
10.	Kinango	
11.	Ganze	Coast Development Authority Hall, Kilifi
12.	Kaloleni	
13.	Kilifi North	
14.	Kilifi South	
15.	Malindi	
16.	Rabai	
17.	Magarini	
18.	Garsen	County Hall, Hola
19.	Bura	
20.	Galole	
21.	Lamu East	KCB Hall
22.	Lamu West	
23.	Tawata	Mwatate CDF Hall
24.	Wundanyi	
25.	Mwatate	
26.	Voi	
27.	Garissa Township	Government Guest House
28.	Balambala	
29.	Lagdera	
30.	Dadaab	
31.	Fafi	
32.	Ijara	
33.	Wajir North	ICT Hall, Wajir Town
34.	Wajir East	
35.	Tarbaj	
36.	Wajir West	
37.	Eldas	
38.	Wajir South	
39.	Mandera West	Mandera Social Hall
40.	Banissa	
41.	Mandera North	
42.	Mandera South	
43.	Mandera East	
44.	Lafey	
45.	Moyale	Catholic Hall, Marsabit
46.	North Horr	
47.	Saku	
48.	Laisamis	
49.	Isiolo North	Catholic Diocese Hall, Isiolo
50.	Isiolo South	
51.	North Imenti	Kamende Hall
52.	Buuri	
53.	Central Imenti	
54.	South Imenti	
55.	Tigania East	
56.	Tigania West	
57.	Igembe North	
58.	Igembe South	
59.	Igembe Central	
60.	Maara	Katwana County Hall
61.	Chuka/ Igambang'ombe	
62.	Tharaka	
63.	Manyatta	IFAD Hall
64.	Runyenjes	
65.	Mbeere South	
66.	Mbeere North	
67.	Mwingi North	Kitui Multi-Purpose Hall
68.	Mwingi West	
69.	Mwingi Central	
70.	Kitui West	
71.	Kitui Rural	
72.	Kitui Central	
73.	Kitui East	
74.	Kitui South	

SCHEDULE OF PUBLIC HEARINGS ON THE PROPOSED REMOVAL FROM OFFICE, BY IMPEACHMENT, OF H. E. RIGATHI GACHAGUA, THE DEPUTY PRESIDENT OF THE REPUBLIC OF KENYA ON FRIDAY 4TH OCTOBER 2024

75.	Masinga	Machakos Social Hall
76.	Yatta	
77.	Kangundo	
78.	Matungulu	
79.	Kathiani	
80.	Mavoko	
81.	Machakos Town	
82.	Mwala	
83.	Mbooni	Wote GreenPark Gardens
84.	Kilome	
85.	Kaiti	
86.	Makueni	
87.	Kibwezi West	
88.	Kibwezi East	
89.	Kinangop	Nyandarua CDF Hall, Ol Kalou
90.	Kipipiri	
91.	Ol Kalou	
92.	Ol Jorok	
93.	Ndaragwa	
94.	Tetu	Nyeri Cultural Hall
95.	Kieni	
96.	Mathira	
97.	Othaya	
98.	Mukurweini	
99.	Nyeri Town	
100.	Mwea	CDF Hall, Kirinyaga Central
101.	Gichugu	
102.	Ndia	
103.	Kirinyaga Central	
104.	Kangema	Murang'a University of Technology Hall
105.	Mathioya	
106.	Kiharu	
107.	Kigumo	
108.	Maragwa	
109.	Kandara	
110.	Gatanga	
111.	Gatundu South	Kiambu Social Hall
112.	Gatundu North	
113.	Juja	
114.	Thika Town	
115.	Ruiru	
116.	Githunguri	
117.	Kiambu	
118.	Kiambaa	
119.	Kabete	
120.	Kikuyu	
121.	Limuru	
122.	Lari	
123.	Turkana North	Turkana University
124.	Turkana West	
125.	Turkana Central	
126.	Loima	
127.	Turkana South	
128.	Turkana East	
129.	Kapenguria	Mtwelo County Hall, Kapenguria
130.	Sigor	
131.	Kacheliba	
132.	Pokot South	
133.	Samburu West	Maralal Vocational Centre
134.	Samburu North	
135.	Samburu East	
136.	Kwanza	Kitale Museum
137.	Endebess	
138.	Saboti	
139.	Kiminini	
140.	Cherangany	
141.	Soy	County Hall
142.	Turbo	
143.	Moiben	
144.	Ainabkoi	
145.	Kapseret	
146.	Kesses	
147.	Marakwet East	KMTC Iten
148.	Marakwet West	
149.	Keiyo North	
150.	Keiyo South	
151.	Tinderet	Eldoret Kipchoge Complex
152.	Aldai	
153.	Nandi Hills	
154.	Chesumei	
155.	Emgwen	
156.	Mosop	

157.	Tiaty	Baringo Rehab Centre
158.	Baringo North	
159.	Baringo Central	
160.	Baringo South	
161.	Mogotio	
162.	Eldama Ravine	
163.	Laikipia West	NGCDF Hall, Nanyuki
164.	Laikipia East	
165.	Laikipia North	
166.	Molo	Kenya Red Cross Hall, Nakuru
167.	Njoro	
168.	Naivasha	
169.	Gilgil	
170.	Kuresoi South	
171.	Kuresoi North	
172.	Subukia	
173.	Rongai	
174.	Bahati	
175.	Nakuru Town West	
176	Nakuru Town East	
177.	Kilgoris	Narok Youth Empowerment Center
178.	Emurua Dikir	
179.	Narok North	
180.	Narok East	
181.	Narok South	
182.	Narok West	
183.	Kajiado North	Maasai Technical Institute Hall
184.	Kajiado Central	
185.	Kajiado East	
186.	Kajiado West	
187.	Kajiado South	
188.	Kipkelion East	ACK Church Hall, Kericho
189.	Kipkelion West	
190.	Ainamoi	
191.	Bureti	
192.	Belgut	
193.	Sigowet/Soin	
194.	Sotik	St. Bakhita Youth Training Hall
195.	Chepalungu	
196.	Bomet East	
197.	Bomet Central	
198	Konoin	
199.	Lugari	Maghariri Hall
200.	Likuyani	
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206.	Matungu	
207.	Butere	
208.	Khwisero	
209.	Shinyalu	
210.	Ikolomani	
211.	Vihiga	Pratas Centre Church Mbale
212.	Sabatia	
213.	Hamisi	
214.	Luanda	
215.	Emuhaya	
216.	Mt. Elgon	Redcross Hall, Kanduyi
217.	Sirisia	
218.	Kabuchai	
219.	Bumula	
220.	Kanduyi	
221.	Webuye East	
222.	Webuye West	
223.	Kimilili	
224.	Tongaren	
225.	Teso North	Busia Social Hall
226.	Teso South	
227.	Nambale	
228.	Matayos	
229.	Butula	
230.	Funyula	
231.	Budalangi	

232.	Ugenya	Siaya Technical Institute
233.	Ugunja	
234.	Alego Usonga	
235.	Gem	
236.	Bondo	
237.	Rarieda	
238.	Kisumu East	Tom Mboya Labour College
239.	Kisumu West	
240.	Kisumu Central	
241.	Seme	
242.	Nyando	
243.	Muhoroni	
244.	Nyakach	
245.	Kasipul	Homa Bay Stadium
246.	Kabondo Kasipul	
247.	Karachuonyo	
248.	Rangwe	
249.	Homa Bay Town	
250.	Ndhiwa	
251.	Suba North	
252.	Suba South	
253.	Rongo	Migori TTC
254.	Awendo	
255.	Suna East	
256.	Suna West	
257.	Uriri	
258.	Nyatike	
259.	Kuria West	
260.	Kuria East	
261.	Borochari	Agricultural Training College, Kisii
262.	South Mugirango	
263.	Bomachoge Borabu	
264.	Bobasi	
265.	Bomachoge Chache	
266.	Nyaribari Masaba	
267.	Nyaribari Chache	
268.	Kitutu Chache North	
269	Kitutu Chache South	
270.	Kitutu Masaba	West Mugirango NGCDF Hall
271.	West Mugirango	
272.	North Mugirango	
273.	Borabu	
274.	Westlands	Kenyatta International Convention Centre
275.	Dagoretti North	
276.	Dagoretti South	
277.	Lang'ata	
278.	Kibra	
279.	Roysambu	
280.	Kasarani	
281.	Ruaraka	
282.	Embakasi South	
283.	Embakasi North	
284.	Embakasi Central	
285.	Embakasi East	
286.	Embakasi West	
287.	Makadara	
288	Kamukunji	
289.	Starehe	
290.	Mathare	

FURTHER, the public may submit views on the Special Motion for the removal from office, **by impeachment,** of H. E Rigathi Gachagua as the Deputy President of the Republic of Kenya. The views may be forwarded to the Clerk of the National Assembly, P.O Box 41842-00100, Nairobi; hand-delivered to the Office of the Clerk, Main Parliament Buildings, Nairobi; or emailed to [redacted] to be received on or before **Saturday, 5th October, 2024 at 5.00 p.m.** Alternatively, the views may also be delivered at the **respective collection** centres as indicated in the Schedule of the public hearings **on Friday, 4th October, 2024** to be received **by 5.00pm.** A **Public Views Template** providing guidance on the form of submission to be received is available on [redacted]

Copies of the Special Motion stating the grounds for removal and particulars of the allegations together with the relevant documents may be downloaded from the parliamentary website [redacted]

S. NJOROGE, CBS
CLERK OF THE NATIONAL ASSEMBLY

Wednesday, 2nd October, 2024

REPUBLIC OF KENYA

THIRTEENTH PARLIAMENT – THIRD SESSION (2024)

THE NATIONAL ASSEMBLY

IN THE MATTER OF ARTICLES 118(1)(b); 145(1); 150 (1)(b) and (2) OF THE CONSTITUTION AND IN THE MATTER OF CONSIDERATION OF THE SPECIAL MOTION FOR THE REMOVAL FROM OFFICE, BY IMPEACHMENT, OF H. E. RIGATHI GACHAGUA, THE DEPUTY PRESIDENT OF THE REPUBLIC OF KENYA

NOTIFICATION OF PUBLIC HEARINGS AND INVITATION TO SUBMIT VIEWS

WHEREAS, Article 118(1)(b) of the Constitution requires Parliament to facilitate public participation and involvement in its legislative and other business;

AND WHEREAS, a Notice of a Special Motion for the removal from office, by impeachment, of H. E Rigathi Gachagua, the Deputy President of the Republic of Kenya in accordance with Articles 145 (1) and 150(1)(b) and (2) of the Constitution, and National Assembly Standing Orders 64 and 65, was given in the National Assembly by the Hon. Sclemas Mwangi Mutuse, OGW, MP, on Tuesday, 1st October, 2024;

IT IS NOTIFIED that, pursuant to Articles 145 (1) and 150(1)(b) and (2) of the Constitution as read with the National Assembly Standing Orders 64 and 65, the Special Motion seeks the resolution of the National Assembly for removal from office by impeachment of H. E. Rigathi Gachagua as the Deputy President of the Republic of Kenya on eleven (11) grounds stated in the Special Motion as summarized below—

(1) **Gross Violation of Articles 10 (2) (a), (b) and (c); 27 (4), 73 (1) (a) (i) (2) (b); 75 (1) (c), and 129 (2) of the Constitution and Articles 167 ...as read with Article 131 (2) (c) and (d) of the Constitution.** The Special Motion alleges that H. E the Deputy President has significantly undermined national unity and the peaceful coexistence of Kenya's diverse communities by persistently making inflammatory and incitaful utterances threatening to discriminate, exclude and unlawfully deny sections of the people of Kenya and regions of the Republic of Kenya equal opportunities for public service appointments and allocation of public resources;

(2) **Gross Violation of Articles 147 (1) and 152 (1) of the Constitution by undermining the President and the Cabinet and the effective discharge of the national government's executive mandate.** The Special Motion alleges that H. E the Deputy President has made unilateral public statements inconsistent with policy positions collectively adopted by the Government and contradicted the President on critical matters of governance and the exercise of the President's function as a symbol of national unity;

(3) **Gross Violation of Articles 6 (2), 10 (2) (a), 174, 186 (1), 189 (1) and the Fourth Schedule to the Constitution by undermining Devolution.** The Special Motion alleges that H. E. the Deputy President interfered with the running of Nairobi City County Government by inciting citizens against lawful directives of the County Government on the planning and relocation of markets and publicly disparaging the leadership of the County Government and its decisions;

(4) **Gross Violation of Article 160 (1) of the Constitution by undermining the institutional and decisional independence of Judges.** The Special Motion alleges that H. E. the Deputy President has undermined the institutional and decisional independence of a judge through public attacks on a judge of the High Court of Kenya and falsely threatening to file a petition for the removal of the said Judge in a matter in which he was a party;

(5) **Gross Violation of Articles 3 (1) and 148 (5) (a) of the Constitution by breaching his Oath of Office and Allegiance.** The Special Motion alleges that H. E the Deputy President breached his Oath of Office and Allegiance on account of the utterances and actions attributed to the Deputy President under Grounds (1), (2), and (3) of the Special Motion;

(6) **Serious reasons to believe that H. E the Deputy President has committed crimes under sections 13 (1) (a) and 62 of the National Cohesion and Integration Act.** The Special Motion alleges that H. E. the Deputy President has persistently made inflammatory, reckless and inciteful public utterances over the last two years in contravention of the law;

(7) **Serious reasons to believe that H. E the Deputy President has committed gross economic crimes, under sections 45 (1), 46, 47A (3), and 48 (1) of the Anti-Corruption and Economic Crimes Act** and sections 2, 3, 4, and 7 of Proceeds of Crime and **Anti-Money Laundering Act.** The Special Motion alleges that H. E. the Deputy President, has committed gross economic crimes, namely, conflict of interest, abuse of office, and conspiracy to commit crimes by inexplicably amassing property estimated at Kshs. 5.2 billion that is incompatible with his known legitimate income; and by trading with the Office of the Deputy President through proxies;

(8) **Serious reasons to believe that H. E the Deputy President has committed crimes by continuously misleading members of the public through false, malicious, divisive and inciteful remarks that are contrary to the provisions of section 132 of the Penal Code and section 39 of the Leadership and Integrity Act;**

(9) **Gross Misconduct that is incompatible with the high calling and dignified status of the Office of the Deputy President and member of the Cabinet and the National Security Council.** The Special Motion alleges that H. E the Deputy President has publicly attacked and undermined the work of the National Security Intelligence Service and its Officers;

(10) **Gross Misconduct by openly or publicly insubordinating the President,** who is the Head of State and Government;

(11) **Gross Misconduct by persistently bullying state and public officers.** The Special Motion alleges that H. E the Deputy President has, over the past two years, persistently bullied State and public officers.

NOW THEREFORE, in compliance with Article 118(1) (b) of the Constitution, the Clerk of the National Assembly invites the public to **make oral and/or written submissions and representations** on the Special Motion for the removal from office, **by impeachment,** of H. E. Rigathi Gachagua, the Deputy President of the Republic of Kenya in **public hearings** to be held on **Friday, 4th October, 2024** across the country coordinated from **the 47 Counties from 8.00 am to 5.00pm,** as per the schedule below—

SCHEDULE OF PUBLIC HEARINGS

S/NO.	CONSTITUENCIES	VENUE/COLLECTION CENTRE
1.	Changamwe	Tononoka Social Hall
2.	Jomvu	
3.	Kisauni	
4.	Nyali	
5.	Likoni	
6.	Mvita	
7.	Msambweni	Kwale Cultural Centre
8.	Lunga Lunga	
9.	Matuga	
10.	Kinango	
11.	Ganze	Coast Development Authority Hall, Kilifi
12.	Kaloleni	
13.	Kilifi North	
14.	Kilifi South	
15.	Malindi	
16.	Rabai	
17.	Magarini	
18.	Galole	County Hall, Hola
19.	Bura	
20.	Garsen	
21.	Lamu East	KCB Hall
22.	Lamu West	
23.	Taveta	Mwatate CDF Hall
24.	Wundanyi	
25.	Mwatate	
26.	Voi	
27.	Garissa Township	Government Guest House
28.	Balambala	
29.	Lagdera	
30.	Dadaab	
31.	Fafi	
32.	Ijara	
33.	Wajir North	ICT Hall, Wajir Town
34.	Wajir East	
35.	Tarbaj	
36.	Wajir West	
37.	Eldas	
38.	Wajir South	
39.	Mandera West	Mandera Social Hall
40.	Banissa	
41.	Mandera North	
42.	Mandera South	
43.	Mandera East	
44.	Lafey	
45.	Moyale	Catholic Hall, Marsabit
46.	North Horr	
47.	Saku	
48.	Laisamis	
49.	Isiolo North	Catholic Diocese Hall, Isiolo
50.	Isiolo South	

S/NO.	CONSTITUENCIES	VENUE/COLLECTION CENTRE
51.	North Imenti	Kamunde Hall
52.	Buuri	
53.	Central Imenti	
54.	South Imenti	
55.	Tigania East	
56.	Tigania West	
57.	Igembe North	
58.	Igembe South	
59.	Igembe Central	
60.	Maara	Kathwana County Hall
61.	Chuka/Igambang'ombe	
62.	Tharaka	
63.	Manyatta	IPAD Hall
64.	Runyenjes	
65.	Mbeere South	
66.	Mbeere North	
67.	Mwingi North	Kitui Multi-Purpose Hall
68.	Mwingi West	
69.	Mwingi Central	
70.	Kitui West	
71.	Kitui Rural	
72.	Kitui Central	
73.	Kitui East	
74.	Kitui South	
75.	Masinga	Machakos Social Hall
76.	Yatta	
77.	Kangundo	
78.	Matungulu	
79.	Kathiani	
80.	Mavoko	
81.	Machakos Town	
82.	Mwala	
83.	Mbooni	Wote GreenPark Gardens
84.	Kilome	
85.	Kaiti	
86.	Makueni	
87.	Kibwezi West	
88.	Kibwezi East	
89.	Kinangop	Nyandarua CDF Hall, Ol Kalou
90.	Kipipiri	
91.	Ol Kalou	
92.	Ol Joro Ok	
93.	Ndaragwa	
94.	Tetu	Nyeri Cultural Hall
95.	Kieni	
96.	Mathira	
97.	Othaya	
98.	Mukurweini	
99.	Nyeri Town	
100.	Mwea	CDF Hall, Kirinyaga Central

SCHEDULE OF PUBLIC HEARINGS ON THE PROPOSED REMOVAL FROM OFFICE, BY IMPEACHMENT, OF H.E. RIGATHI GACHAGUA, THE DEPUTY PRESIDENT OF THE REPUBLIC OF KENYA ON FRIDAY 4TH OCTOBER 2024

S/NO.	CONSTITUENCIES	VENUE/COLLECTION CENTRE
101.	Gichugu	
102.	Ndia	
103.	Kirinyaga Central	
104.	Kangema	Murang'a University of Technology Hall
105.	Mathioya	
106.	Kiharu	
107.	Kigumo	
108.	Maragwa	
109.	Kandara	
110.	Gatanga	
111.	Gatundu South	Kiambu Social Hall
112.	Gatundu North	
113.	Juja	
114.	Thika Town	
115.	Ruiru	
116.	Githunguri	
117.	Kiambu	
118.	Kiambaa	
119.	Kabete	
120.	Kikuyu	
121.	Limuru	
122.	Lari	
123.	Turkana North	Turkana University
124.	Turkana West	
125.	Turkana Central	
126.	Loima	
127.	Turkana South	
128.	Turkana East	
129.	Kapenguria	Mzee's County Hall, Kapenguria
130.	Sigor	
131.	Kacheliba	
132.	Pokot South	
133.	Samburu West	Maralal Vocational Centre
134.	Samburu North	
135.	Samburu East	
136.	Kwanza	Kitale Museum
137.	Endebess	
138.	Saboti	
139.	Kiminini	
140.	Cherangany	
141.	Soy	County Hall
142.	Turbo	
143.	Moiben	
144.	Ainabkoi	
145.	Kapseret	
146.	Kesses	
147.	Marakwet East	KMTC Iten
148.	Marakwet West	
149.	Keiyo North	
150.	Keiyo South	
151.	Tinderet	Eliud Kipchoge Complex
152.	Aldai	
153.	Nandi Hills	
154.	Chesumei	
155.	Emgwen	
156.	Mosop	
157.	Tiaty	Baringo Rehab Centre
158.	Baringo North	
159.	Baringo Central	
160.	Baringo South	
161.	Mogotio	
162.	Eldama Ravine	
163.	Laikipia West	NGCDF Hall, Nanyuki
164.	Laikipia East	
165.	Laikipia North	
166.	Molo	Kenya Red Cross Hall, Nakuru
167.	Njoro	
168.	Naivasha	
169.	Gilgil	
170.	Kuresoi South	
171.	Kuresoi North	
172.	Subukia	
173.	Rongai	
174.	Bahati	
175.	Nakuru Town West	
176.	Nakuru Town East	
177.	Kilgoris	Narok Youth Empowerment Center
178.	Emurua Dikirr	
179.	Narok North	
180.	Narok East	
181.	Narok South	
182.	Narok West	
183.	Kajiado North	Maasai Technical Institute Hall
184.	Kajiado Central	
185.	Kajiado East	
186.	Kajiado West	
187.	Kajiado South	
188.	Kipkelion East	ACK Church Hall, Kericho
189.	Kipkelion West	
190.	Ainamoi	
191.	Bureti	
192.	Belgut	
193.	Sigowet/Soin	
194.	Sotik	St. Bakhita Youth Training Hall
195.	Chepalungu	
196.	Bomet East	
197.	Bomet Central	
198.	Konoin	
199.	Lugari	Maghariibi Hall
200.	Likuyani	
201.	Malava	
202.	Lurambi	
203.	Navakholo	
204.	Mumias West	
205.	Mumias East	
206.	Matungu	

S/NO.	CONSTITUENCIES	VENUE/COLLECTION CENTRE
207.	Butere	
208.	Khwisero	
209.	Shinyalu	
210.	Ikolomani	
211.	Vihiga	Praise Centre Church Mbale
212.	Sabatia	
213.	Hamisi	
214.	Luanda	
215.	Emuhaya	
216.	Mt. Elgon	Redcross Hall, Kanduyi
217.	Sirisia	
218.	Kabuchai	
219.	Bumula	
220.	Kanduyi	
221.	Webuye East	
222.	Webuye West	
223.	Kimilili	
224.	Tongaren	
225.	Teso North	Busia Social Hall
226.	Teso South	
227.	Nambale	
228.	Matayos	
229.	Butula	
230.	Funyula	
231.	Budalangi	
232.	Ugenya	Siaya Technical Institute
233.	Ugunja	
234.	Alego Usonga	
235.	Gem	
236.	Bondo	
237.	Rarieda	
238.	Kisumu East	Tom Mboya Labour College
239.	Kisumu West	
240.	Kisumu Central	
241.	Seme	
242.	Nyando	
243.	Muhoroni	
244.	Nyakach	
245.	Kisiipul	Homa Bay Stadium
246.	Kabondo Kasipul	
247.	Karachuonyo	
248.	Rangwe	
249.	Homa Bay Town	
250.	Ndhiwa	
251.	Suba North	
252.	Suba South	
253.	Rongo	Migori YTC
254.	Awendo	
255.	Suna East	
256.	Suna West	
257.	Uriri	
258.	Nyatike	
259.	Kuria West	
260.	Kuria East	
261.	Bonchari	Agricultural Training College, Kisii
262.	South Mugirango	
263.	Bomachoge Borabu	
264.	Bobasi	
265.	Bomachoge Chache	
266.	Nyaribari Masaba	
267.	Nyaribari Chache	
268.	Kitutu Chache North	
269.	Kitutu Chache South	
270.	Kitutu Masaba	West Mugirango NGCDF Hall
271.	West Mugirango	
272.	North Mugirango	
273.	Borabu	
274.	Westlands	Bomas of Kenya*
275.	Dagoretti North	
276.	Dagoretti South	
277.	Langata	
278.	Kibra	
279.	Roysambu	
280.	Kasarani	
281.	Ruaraka	
282.	Embakasi South	
283.	Embakasi North	
284.	Embakasi Central	
285.	Embakasi East	
286.	Embakasi West	
287.	Makadara	
288.	Kamukunji	
289.	Starehe	
290.	Mathare	

FURTHER, the public may submit views on the Special Motion for the removal from office, **by impeachment,** of H. E. Rigathi Gachagua as the Deputy President of the Republic of Kenya. The views may be forwarded to the Clerk of the National Assembly, P.O. Box 41842-00100, Nairobi; hand-delivered to the Office of the Clerk, Main Parliament Buildings, Nairobi; or emailed to ***impeachment@parliament.go.ke*** to be received on or before **Saturday, 5th October, 2024 at 5.00 p.m.** Alternatively, the views may also be delivered at the **respective collection** centres as indicated in the Schedule of the public hearings **on Friday, 4th October, 2024** to be received **by 5.00pm. A Public Views Template** providing guidance on the form of submission to be received is available on **www.parliament.go.ke.** The **Template** is also available at the respective Constituency/County Offices of all Members of the National Assembly, which are offices facilitated by the Parliamentary Service Commission.

Copies of the Special Motion stating the grounds for removal and particulars of the allegations together with the relevant documents, may be downloaded from the parliamentary website **www.parliament.go.ke.**

****NB: The Venue/Collection Centre for the constituencies in Nairobi City County has changed to the Bomas of Kenya.***

S. NJOROGE, CBS
CLERK OF THE NATIONAL ASSEMBLY
Thursday, 3rd October, 2024

"For the Welfare of Society and the Just Government of the People"

REPUBLIC OF KENYA

THIRTEENTH PARLIAMENT – THIRD SESSION (2024)

THE NATIONAL ASSEMBLY

IN THE MATTER OF ARTICLES 118(1)(b); 145(1); 150 (1)(b) and (2) OF THE CONSTITUTION AND IN THE MATTER OF CONSIDERATION OF THE SPECIAL MOTION FOR THE REMOVAL FROM OFFICE, BY IMPEACHMENT, OF H. E. RIGATHI GACHAGUA, THE DEPUTY PRESIDENT OF THE REPUBLIC OF KENYA

NOTIFICATION OF PUBLIC HEARINGS AND INVITATION TO SUBMIT VIEWS

WHEREAS, Article 118(1)(b) of the Constitution requires Parliament to facilitate public participation and involvement in its legislative and other business;

AND WHEREAS, a Notice of a Special Motion for the removal from office, by impeachment, of H. E Rigathi Gachagua, the Deputy President of the Republic of Kenya in accordance with Articles 145 (1) and 150 (1)(b) and (2) of the Constitution, and National Assembly Standing Orders 64 and 65, was given in the National Assembly by the **Hon. Edwin Sifuna (Secretary General, ODM), MP, on Tuesday, 1st October, 2024;**

IT IS NOTIFIED that, pursuant to Articles 145 (1) and 150(1)(b) and (2) of the Constitution as read with the National Assembly Standing Orders 64 and 65, the Special Motion seeks the resolution of the National Assembly for removal from office by impeachment of H. E Rigathi Gachagua as the Deputy President of the Republic of Kenya on allegations (11) grievously stated in the Special Motion as summarized below—

(1) **Gross Violation of Articles** 10 (2) (a), (b) and (c); 27 (4), 73 (1) (a) and (2) (b); 75 (1) (a), and 129 (2) of the Constitution and Articles 1(2) (1), as read with Article 131 (2) (a) and (d) of the Constitution. The Special Motion alleges that H. E. the Deputy President has significantly undermined national unity and the peaceful coexistence of Kenya's diverse communities by persistently making inflammatory and incitaful utterances threatening to discriminate, exclude and unlawfully deny sections of the people of Kenya and regions of the Republic of Kenya equal opportunities for public service appointments and allocation of public resources;

(2) **Gross Violation of Articles** 147 (3) and 152 (1) of the Constitution by undermining the President and the Cabinet and the effective discharge of the national government's executive mandate. The Special Motion alleges that H. E the Deputy President has made unbalance public statements inconsistent with policy positions collectively adopted by the Government and contradicted the President on critical matters of governance and the exercise of the President's function as a symbol of national unity;

(3) **Gross Violation of Articles** 6 (3), 10 (2) (a), 171, 133 (1), 189 (1) and the Fourth Schedule to the Constitution by undermining devolution. The Special Motion alleges that H. E. the Deputy President interfered with the running of Nairobi City County Government by inciting citizens against lawful directives of the County Government on the planning and relocation of markets and publicly disparaging the leadership of the County Government and its decisions;

(4) **Gross Violation of Article** 168 (1) of the Constitution by undermining the institutional and Decisional Independence of Judges. The Special Motion alleges that H. E. the Deputy President has undermined the institutional and decisional independence of a judge through public attacks on a judge of the High Court of Kenya and falsely threatening to file a petition for the removal of the said Judge in a matter in which he was a party;

(5) **Gross Violations of Articles** 3 (1) and 4 (2) (a) of the Constitution by breaching his Oath of Office and Allegiance. The Special Motion alleges that H. E. the Deputy President breached his Oath of Office and Allegiance on account of the utterances and actions attributed to the Deputy President under Grounds (1), (2)...and (3) of the Special Motion;

(6) **Serious reasons to believe** that H. E the Deputy President has committed crimes under sections 13 (1) (a) and (c) of the National Cohesion and Integration Act. The Special Motion alleges that H. E. the Deputy President has persistently made inflammatory, reckless, and incitaful public utterances over the last two years in contravention of the law;

(7) **Serious reasons to believe** that H. E the Deputy President has committed gross economic crimes, under sections 45 (1), 48, 49A (3), and 48 (1) of the Anti-Corruption and Economic Crimes Act and sections 3, 3, 4, and 7 of Proceeds of Crime and Anti-Money Laundering Act. The Special Motion alleges that H. E. the Deputy President has committed gross economic crimes, under sections 45 (1), 48, 49A (3), and 48 (1) of the Anti-Corruption and Economic Crimes Act and sections 3, 3, 4, and 7 of Proceeds of Crime and Anti-Money Laundering Act. The Special Motion alleges that H. E. the Deputy President has committed grave economic crimes, namely conflict of interest, abuse of office, and conspiracy to commit crimes by irreplicable amassing property estimated at Kshs 3.2 billion that is incompatible with his known legitimate income, and by trading with the Office of the Deputy President through proxies.

(8) **Serious reasons to believe** that H. E. the Deputy President has committed crimes by continuously misleading members of the public through false, malicious, divisive and inciteful remarks that are contrary to the provisions of section 132 of the Penal Code and section 28 of the Leadership and Integrity Act;

(9) **Gross Misconduct** that is incompatible with the high calling and dignified status of the Office of the Deputy President and member of the Cabinet and the National Security Council. The Special Motion alleges that H. E. the Deputy President has publicly attacked and undermined the work of the National Security Intelligence Service and its Officers;

(10) **Gross** misconduct by openly or publicly insubordinating the President, who is the Head of State and Government;

(11) **Gross** Misconduct by persistently bullying state and public officers. The Special Motion alleges that H. E the Deputy President has, over the past two years, persistently bullied state and public officers;

NOW THEREFORE, in compliance with Article 118(1) (b) of the Constitution, the Clerk of the National Assembly invites the public to make **oral and/or written submissions and representations** on the Special Motion for the removal from office, **by impeachment**, of H. E Rigathi Gachagua, the Deputy President of the Republic of Kenya as **public hearings** to be held on **Friday, 4th October, 2024** across the country coordinated from **the 47 Counties from 8.00 am to 5.00pm**, as per the schedule below—

SCHEDULE OF PUBLIC HEARINGS

S/NO	CONSTITUENCIES	VENUES FOR PUBLIC HEARINGS
1	Cherangany	Kaimwaka Social Hall
2	Endebess	
3	Kiminini	
4	Saboti	
5	Kwanza	
6	Trans Nzoia West	
7	Mt. Elgon	Kwanza Cultural Centre
8	Sirisia	
9	Kabuchai	
10	Bumula	
11	Kanduyi	Coast Development Authority Hall, Kilifi
12	Webuye East	
13	Webuye West	
14	Kimilili	
15	Tongaren	
16	Malava	
17	Lugari	
18	Likuyani	
19	Matungu	County Hall, Hola
20	Kabras	
21	Ikolomani	KCB Hall
22	Shinyalu	
23	Khwisero	Mwatate CDF Hall
24	Butere	
25	Mumias West	
26	Mumias East	
27	Lurambi	Governors Guest House
28	Navakholo	
29	Luanda	
30	Emuhaya	
31	Vihiga	
32	Sabatia	
33	Hamisi	ICT Hall, Wajir Town
34	Luanda	
35	Emuhaya	
36	Vihiga	
37	Sabatia	
38	Hamisi	
39	Mandera West	Mandera Social Hall
40	Banissa	
41	Mandera North	
42	Mandera South	
43	Mandera East	
44	Lafey	
45	Wajir North	Catholic Hall, Marsabit
46	Wajir East	
47	Saku	
48	Laisamis	
49	Isiolo North	Catholic Diocese Hall, Isiolo
50	Isiolo South	

S/NO	CONSTITUENCIES	VENUES FOR PUBLIC HEARINGS
51	North Imenti	Kamunde Hall
52	Buuri	
53	Central Imenti	
54	South Imenti	
55	Tigania East	
56	Tigania West	
57	Igembe North	
58	Igembe South	
59	Igembe Central	
60	Maara	Kathwana County Hall
61	Chuka/Igambang'ombe	
62	Tharaka	
63	Manyatta	IEAD Hall
64	Runyenjes	
65	Mbeere South	
66	Mbeere North	
67	Mwingi North	Kitui Multi Purpose Hall
68	Mwingi West	
69	Mwingi Central	
70	Kitui West	
71	Kitui Rural	
72	Kitui Central	
73	Kitui East	
74	Kitui South	
75	Masinga	Machakos Social Hall
76	Yatta	
77	Kangundo	
78	Matungulu	
79	Kathiani	
80	Mavoko	
81	Machakos Town	
82	Mwala	
83	Mbooni	Wote GreenPark Gardens
84	Kilome	
85	Kaiti	
86	Makueni	
87	Kibwezi West	
88	Kibwezi East	
89	Kinangop	Nyandarua CDF Hall, Ol Kalou
90	Kipipiri	
91	Ol Kalou	
92	Ol Jorok	
93	Ndaragwa	
94	Tetu	Nyeri Cultural Hall
95	Kieni	
96	Mathira	
97	Othaya	
98	Mukurweini	
99	Nyeri Town	
100	Mwea	CDF Hall, Kirinyaga Central

SCHEDULE OF PUBLIC HEARINGS ON THE PROPOSED REMOVAL FROM OFFICE, BY IMPEACHMENT, OF H.E. RIGATHI GACHAGUA, THE DEPUTY PRESIDENT OF THE REPUBLIC OF KENYA ON FRIDAY 4TH OCTOBER 2024

No.	Constituency Name	Venue/Collection Centre & Time
101	Gichugu	
102	Ndia	
103	Kerugoya Central	
104	Kangaita	Murang'a University of Technology Hall
105	Mathioya	
106	Kiharu	
107	Kigumo	
108	Maragwa	
109	Kandara	
110	Gatanga	
111	Gatundu South	Kiambu Social Hall
112	Gatundu North	
113	Juja	
114	Thika Town	
115	Ruiru	
116	Githunguri	
117	Kiambu	
118	Kiambaa	
119	Kabete	
120	Kikuyu	
121	Limuru	
122	Lari	
123	Turkana North	Turkana University
124	Turkana West	
125	Turkana Central	
126	Loima	
127	Turkana South	
128	Turkana East	
129	Kapenguria	Uhuelo County Hall, Kapenguria
130	Sigor	
131	Kacheliba	
132	Pokot South	
133	Samburu West	Maralal Vocational Centre
134	Samburu North	
135	Samburu East	
136	Kwanza	Kitale Museum
137	Endebess	
138	Saboti	
139	Kiminini	
140	Cherangany	
141	Soy	County Hall
142	Turbo	
143	Moiben	
144	Ainabkoi	
145	Kapseret	
146	Kesses	
147	Marakwet East	KMTC Iten
148	Marakwet West	
149	Keiyo North	
150	Keiyo South	
151	Tinderet	Elbat Kipchoge Complex
152	Aldai	
153	Nandi Hills	
154	Chesumei	
155	Emgwen	
156	Mosop	
157	Tiaty	Baringo Rehab Centre
158	Baringo North	
159	Baringo Central	
160	Baringo South	
161	Mogotio	
162	Eldama Ravine	
163	Laikipia West	NGCDF Hall, Nanyuki
164	Laikipia East	
165	Laikipia North	
166	Molo	Kenya Red Cross Hall, Nakuru
167	Njoro	
168	Naivasha	
169	Gilgil	
170	Kuresoi South	
171	Kuresoi North	
172	Subukia	
173	Rongai	
174	Bahati	
175	Nakuru Town West	
176	Nakuru Town East	
177	Kilgoris	Narok Youth Empowerment Center
178	Emurua Dikirr	
179	Narok North	
180	Narok East	
181	Narok South	
182	Narok West	
183	Kajiado North	Maasai Technical Institute Hall
184	Kajiado Central	
185	Kajiado East	
186	Kajiado West	
187	Kajiado South	
188	Kipkelion East	ACK Church Hall, Kericho
189	Kipkelion West	
190	Ainamoi	
191	Bureti	
192	Belgut	
193	Sigowet/Soin	
194	Sotik	St. Bakhita Youth Training Hall
195	Chepalungu	
196	Bomet East	
197	Bomet Central	
198	Konoin	
199	Lugari	Mayfair Hall
200	Likuyani	
201	Malava	
202	Lurambi	
203	Navakholo	
204	Mumias West	
205	Mumias East	
206	Matungu	

No.	Constituency Name	Venue/Collection Centre & Time
207	Butere	
208	Khwisero	
209	Shinyalu	
210	Ikolomani	
211	Vihiga	Praise Centre Church Mbale
212	Sabatia	
213	Hamisi	
214	Luanda	
215	Emuhaya	
216	Mt. Elgon	Rivoli Hall, Kandaya
217	Sirisia	
218	Kabuchai	
219	Bumula	
220	Kanduyi	
221	Webuye East	
222	Webuye West	
223	Kimilili	
224	Tongaren	
225	Teso North	Busia Social Hall
226	Teso South	
227	Nambale	
228	Matayos	
229	Butula	
230	Funyula	
231	Budalang'	
232	Ugenya	Siaya Technical Institute
233	Ugunja	
234	Alego Usonga	
235	Gem	
236	Bondo	
237	Rarieda	
238	Kisumu East	Tom Mboya Labour College
239	Kisumu West	
240	Kisumu Central	
241	Seme	
242	Nyando	
243	Muhoroni	
244	Nyakach	
245	Kasipul	Homa Bay Stadium
246	Kabondo Kasipul	
247	Karachuonyo	
248	Rangwe	
249	Homa Bay Town	
250	Ndhiwa	
251	Suba North	
252	Suba South	
253	Rongo	Migori TTC
254	Awendo	
255	Suna East	
256	Suna West	
257	Uriri	
258	Nyatike	
259	Kuria West	
260	Kuria East	
261	Bonchari	Agricultural Training College, Kisii
262	South Mugirango	
263	Bomachoge Borabu	
264	Bobasi	
265	Bomachoge Chache	
266	Nyaribari Masaba	
267	Nyaribari Chache	
268	Kitutu Chache North	
269	Kitutu Chache South	
270	Kitutu Masaba	West Mugirango NGCDF Hall
271	West Mugirango	
272	North Mugirango	
273	Borabu	
274	Westlands	Bomas of Kenya*
275	Dagoretti North	
276	Dagoretti South	
277	Lang'ata	
278	Kibra	
279	Roysambu	
280	Kasarani	
281	Ruaraka	
282	Embakasi South	
283	Embakasi North	
284	Embakasi Central	
285	Embakasi East	
286	Embakasi West	
287	Makadara	
288	Kamukunji	
289	Starehe	
290	Mathare	

FURTHER, the public may submit views on the Special Motion for the removal from office, **by impeachment**, of H. E Rigathi Gachagua as the Deputy President of the Republic of Kenya. The views may be forwarded to the Clerk of the National Assembly, P.O. Box 41842-00100, Nairobi, hand-delivered to the Office of the Clerk, Main Parliament Buildings, Nairobi, or emailed to **impeachment@parliament.go.ke** to be received on or before **Saturday, 5th October, 2024 at 5.00 p.m.** Alternatively, the views may also be delivered at the **respective collection** centres as indicated in the Schedule of the public hearings **on Friday, 4th October, 2024** to be received **by 5.00pm.** A **Public Views Template** providing guidance on the form of submission to be received is available on **www.parliament.go.ke.** The **Template** is also available at the respective Constituency/County Offices of all Members of the National Assembly, which are offices facilitated by the Parliamentary Service Commission.

Copies of the Special Motion stating the grounds for removal and particulars of the allegations together with the relevant documents may be downloaded from the parliamentary website **www.parliament.go.ke.**

NB: The Venue/Collection Centre for the constituencies in Nairobi City County has changed to the Bomas of Kenya.

S. NJOROGE, CBS
CLERK OF THE NATIONAL ASSEMBLY
Thursday, 3rd October, 2024

"For the Welfare of Society and the Just Government of the People"

REPUBLIC OF KENYA

THIRTEENTH PARLIAMENT – THIRD SESSION (2024)

THE NATIONAL ASSEMBLY

IN THE MATTER OF ARTICLES 118(1)(b); 145(1); 150 (1)(b) and (2) OF THE CONSTITUTION AND IN THE MATTER OF CONSIDERATION OF THE SPECIAL MOTION FOR THE REMOVAL FROM OFFICE, BY IMPEACHMENT, OF H. E. RIGATHI GACHAGUA, THE DEPUTY PRESIDENT OF THE REPUBLIC OF KENYA

NOTIFICATION OF PUBLIC HEARINGS AND INVITATION TO SUBMIT VIEWS

WHEREAS, Article 118(1)(b) of the Constitution requires Parliament to facilitate public participation and involvement in its legislative and other business;

AND WHEREAS, a Notice of a Special Motion for the removal from office, by impeachment, of H. E Rigathi Gachagua, the Deputy President of the Republic of Kenya in accordance with Articles 145 (1) and 150(1)(b) and (2) of the Constitution, and National Assembly Standing Orders 64 and 65, was given in the National Assembly by the Hon. Babonoyo Mwonyi Kihuyo, OGW, MP, on Tuesday, 1st October, 2024;

IT IS NOTIFIED that, pursuant to Articles 145 (1) and 150(1)(b) and (2) of the Constitution as read with the National Assembly Standing Orders 64 and 65, the Special Motion seeks the resolution of the National Assembly for removal from office by impeachment of H. E. Rigathi Gachagua as the Deputy President of the Republic of Kenya on eleven (11) grounds stated in the Special Motion as summarized below—

(1) **Gross Violation of Articles 10 (2) (a), (b) and (c); 27 (4), 73 (1) (a) and (2) (b); 75 (1) (c), and 129 (2) of the Constitution and Articles 147 (1), as read with Article 131 (2) (a) and (d) of the Constitution.** The Special Motion alleges that H. E. the Deputy President has significantly undermined national unity and the peaceful coexistence of Kenya's diverse communities by persistently making inflammatory and incitiful utterances threatening to discriminate, exclude and unlawfully deny sections of the people of Kenya and regions of the Republic of Kenya equal opportunities for public service appointments and allocation of public resources;

(2) **Gross Violation of Articles 147 (1) and 152 (1) of the Constitution by undermining the President and the Cabinet and the effective discharge of the national government's executive mandate.** The Special Motion alleges that H. E. the Deputy President has made unilateral public statements inconsistent with policy positions collectively adopted by the Government and contradicted the President on critical matters of governance and the exercise of the President's function as a symbol of national unity;

(3) **Gross Violation of Articles 6 (2), 10 (2) (a), 174, 186 (1), 188 (1) and the Fourth Schedule to the Constitution by undermining Devolution.** The Special Motion alleges that H. E. the Deputy President interfered with the running of Nairobi City County Government by inciting citizens against lawful directives of the County Government on the planning and relocation of markets and publicly disparaging the leadership of the County Government and its decisions;

(4) **Gross Violation of Article 160 (1) of the Constitution by undermining the institutional and decisional independence of Judges.** The Special Motion alleges that H. E. the Deputy President has undermined the institutional and decisional independence of a Judge through public attacks on a Judge of the High Court of Kenya and falsely threatening to file a petition for the removal of the said Judge in a matter in which he was a party;

(5) **Gross Violation of Articles 3 (1) and 148 (5) (a) of the Constitution** by breaching his Oath of Office and Allegiance. The Special Motion alleges that H. E. the Deputy President breached his Oath of Office and Allegiance on account of the utterances and actions attributed to the Deputy President under Grounds (1), (2), and (3) of the Special Motion;

(6) **Serious reasons to believe that H. E the Deputy President has committed crimes under sections 13 (1) (a) and 62 of the National Cohesion and Integration Act.** The Special Motion alleges that H. E the Deputy President has persistently made inflammatory, reckless, and inciteful public utterances over the last two years in contravention of the law;

(7) **Serious reasons to believe that H. E the Deputy President has committed gross economic crimes, under sections 46 (1), 46, 47A (3), and 48 (1) of the Anti-Corruption and Economic Crimes Act and sections 2, 8, 9, and 11 of Proceeds of Crime and Anti-Money Laundering Act.** The Special Motion alleges that H. E. the Deputy President, has committed gross economic crimes, namely, conflict of interest, abuse of office, and conspiracy to commit crimes by inexplicably amassing property estimated at Kshs. 5.2 billion that is incompatible with his known legitimate income, and by leading with the Office of the Deputy President through proxies;

(8) **Serious reasons to believe that H. E. the Deputy President has committed crimes by continuously misleading members of the public through false, malicious, divisive and inciteful remarks that are contrary to the provisions of section 132 of the Penal Code and section 29 of the Leadership and Integrity Act;**

(9) **Gross Misconduct that is incompatible with the high calling and dignified status of the Office of the Deputy President and member of the Cabinet and the National Security Council.** The Special Motion alleges that H. E. the Deputy President has publicly attacked and undermined the work of the National Security Intelligence Service and its Officers;

(10) **Gross Misconduct by openly or publicly misadvising the President,** who is the Head of State and Government;

(11) **Gross Misconduct by persistently bullying state and public officers.** The Special Motion alleges that H. E the Deputy President has, over the past two years, persistently bullied State and public officers.

NOW THEREFORE, in compliance with Article 118(1) (b) of the Constitution, the Clerk of the National Assembly invites the public to make **oral and/or written submissions and representations** on the Special Motion for the removal from office, **by impeachment**, of H. E Rigathi Gachagua, the Deputy President of the Republic of Kenya in **public hearings** to be held on **Friday, 4th October, 2024** across the country coordinated from **the 47 Counties from 8.00 am to 5.00pm**, as per the schedule below—

SCHEDULE OF PUBLIC HEARINGS

S/NO.	CONSTITUENCIES	VENUE/COLLECTION CENTRE
1.	Changamwe	Tononoka Social Hall
2.	Jomvu	
3.	Kisauni	
4.	Nyali	
5.	Likoni	
6.	Mvita	
7.	Msambweni	Kwale Cultural Centre
8.	Lungalunga	
9.	Matuga	
10.	Kinango	
11.	Ganze	Coast Development Authority Hall, Kilifi
12.	Kaloleni	
13.	Kilifi North	
14.	Kilifi South	
15.	Malindi	
16.	Rahai	
17.	Magarini	
18.	Galole	County Hall, Hola
19.	Bura	
20.	Garsen	
21.	Lamu East	KCB Hall
22.	Lamu West	
23.	Tavita	Mwalate CDF Hall
24.	Wundanyi	
25.	Mwatate	
26.	Voi	
27.	Garissa Township	Government Guest House
28.	Balambala	
29.	Lagdera	
30.	Dadaab	
31.	Fafi	
32.	Ijara	
33.	Wajir North	ICT Hall, Wajir Town
34.	Wajir East	
35.	Tarbaj	
36.	Wajir West	
37.	Eldas	
38.	Wajir South	
39.	Mandera West	Mandera Social Hall
40.	Banissa	
41.	Mandera North	
42.	Mandera South	
43.	Mandera East	
44.	Lafey	
45.	Moyale	Catholic Hall, Marsabit
46.	North Horr	
47.	Saku	
48.	Laisamis	
49.	Isiolo North	Catholic Diocese Hall, Isiolo
50.	Isiolo South	

S/NO.	CONSTITUENCIES	VENUE/COLLECTION CENTRE
51.	North Imenti	Kamunde Hall
52.	Buuri	
53.	Central Imenti	
54.	South Imenti	
55.	Tigania East	
56.	Tigania West	
57.	Igembe North	
58.	Igembe South	
59.	Igembe Central	
60.	Maara	Kathwana County Hall
61.	Chuka/Igambang'ombe	
62.	Tharaka	
63.	Manyatta	IFAD Hall
64.	Runyenjes	
65.	Mbeere South	
66.	Mbeere North	
67.	Mwingi North	Kitui Multi-Purpose Hall
68.	Mwingi West	
69.	Mwingi Central	
70.	Kitui West	
71.	Kitui Rural	
72.	Kitui Central	
73.	Kitui East	
74.	Kitui South	
75.	Masinga	Machakos Social Hall
76.	Yatta	
77.	Kangundo	
78.	Matungulu	
79.	Kathiani	
80.	Mavoko	
81.	Machakos Town	
82.	Mwala	
83.	Mbooni	Wote Green Park Gardens
84.	Kilome	
85.	Kaiti	
86.	Makueni	
87.	Kibwezi West	
88.	Kibwezi East	
89.	Kinangop	Nyandarua CDF Hall, Ol Kalou
90.	Kipipiri	
91.	Ol Kalou	
92.	Ol Jorok	
93.	Ndaragwa	
94.	Tetu	Nyeri Cultural Hall
95.	Kieni	
96.	Mathira	
97.	Othaya	
98.	Mukurweini	
99.	Nyeri Town	
100.	Mwea	CDF Hall, Kirinyaga Central

SCHEDULE OF PUBLIC HEARINGS ON THE PROPOSED REMOVAL FROM OFFICE, BY IMPEACHMENT, OF H.E. RIGATHI GACHAGUA, THE DEPUTY PRESIDENT OF THE REPUBLIC OF KENYA ON FRIDAY 4TH OCTOBER 2024

S/NO.	CONSTITUENCY	VENUE FOR COLLECTION
101.	Gichugu	
102.	Ndia	
103.	Kirinyaga Central	
104.	Kangema	Murang'a University of Technology Hall
105.	Mathioya	
106.	Kiharu	
107.	Kigumo	
108.	Maragwa	
109.	Kandara	
110.	Gatanga	
111.	Gatundu South	Kiambu Social Hall
112.	Gatundu North	
113.	Juja	
114.	Thika Town	
115.	Ruiru	
116.	Githunguri	
117.	Kiambu	
118.	Kiambaa	
119.	Kabete	
120.	Kikuyu	
121.	Limuru	
122.	Lari	
123.	Turkana North	Turkana University
124.	Turkana West	
125.	Turkana Central	
126.	Loima	
127.	Turkana South	
128.	Turkana East	
129.	Kapenguria	Mzee'lo County Hall, Kapenguria
130.	Sigor	
131.	Kacheliba	
132.	Pokot South	
133.	Samburu West	Maralal Vocational Centre
134.	Samburu North	
135.	Samburu East	
136.	Kwanza	Kitale Museum
137.	Endebess	
138.	Saboti	
139.	Kiminini	
140.	Cherangany	
141.	Soy	County Hall
142.	Turbo	
143.	Moiben	
144.	Ainabkoi	
145.	Kapseret	
146.	Kesses	
147.	Marakwet East	KMTC Iten
148.	Marakwet West	
149.	Keiyo North	
150.	Keiyo South	
151.	Tinderet	Eliud Kipchoge Complex
152.	Aldai	
153.	Nandi Hills	
154.	Chesumei	
155.	Emgwen	
156.	Mosop	
157.	Tiaty	Baringo Rehab Centre
158.	Baringo North	
159.	Baringo Central	
160.	Baringo South	
161.	Mogotio	
162.	Eldama Ravine	
163.	Laikipia West	NGCDF Hall, Nanyuki
164.	Laikipia East	
165.	Laikipia North	
166.	Molo	Kenya Red Cross Hall, Nakuru
167.	Njoro	
168.	Naivasha	
169.	Gilgil	
170.	Kuresoi South	
171.	Kuresoi North	
172.	Subukia	
173.	Rongai	
174.	Bahati	
175.	Nakuru Town West	
176.	Nakuru Town East	
177.	Kilgoris	Narok Youth Empowerment Center
178.	Emurua Dikirr	
179.	Narok North	
180.	Narok East	
181.	Narok South	
182.	Narok West	
183.	Kajiado North	Maasai Technical Institute Hall
184.	Kajiado Central	
185.	Kajiado East	
186.	Kajiado West	
187.	Kajiado South	
188.	Kipkelion East	ACK Church Hall, Kericho
189.	Kipkelion West	
190.	Ainamoi	
191.	Bureti	
192.	Belgut	
193.	Sigowet/Soin	
194.	Sotik	St. Bakhita Youth Training Hall
195.	Chepalungu	
196.	Bomet East	
197.	Bomet Central	
198.	Konoin	
199.	Lugari	Maghariib Hall
200.	Likuyani	
201.	Malava	
202.	Lurambi	
203.	Navakholo	
204.	Mumias West	
205.	Mumias East	
206.	Matungu	
207.	Butere	
208.	Khwisero	
209.	Shinyalu	
210.	Ikolomani	
211.	Vihiga	Praise Centre Church Mbale
212.	Sabatia	
213.	Hamisi	
214.	Luanda	
215.	Emuhaya	
216.	Mt. Elgon	Redcross Hall, Kanduyi
217.	Sirisia	
218.	Kabuchai	
219.	Bumula	
220.	Kanduyi	
221.	Webuye East	
222.	Webuye West	
223.	Kimilili	
224.	Tongaren	
225.	Teso North	Busia Social Hall
226.	Teso South	
227.	Nambale	
228.	Matayos	
229.	Butula	
230.	Funyula	
231.	Budalangi	
232.	Usenye	Siaya Technical Institute
233.	Ugunja	
234.	Alego Usonga	
235.	Gem	
236.	Bondo	
237.	Rarieda	
238.	Kisumu East	Tom Mboya Labour College
239.	Kisumu West	
240.	Kisumu Central	
241.	Seme	
242.	Nyando	
243.	Muhoroni	
244.	Nyakach	
245.	Kasipul	Homa Bay Stadium
246.	Kabondo Kasipul	
247.	Karachuonyo	
248.	Rangwe	
249.	Homa Bay Town	
250.	Ndhiwa	
251.	Suba North	
252.	Suba South	
253.	Rongo	Migori TTC
254.	Awendo	
255.	Suna East	
256.	Suna West	
257.	Uriri	
258.	Nyatike	
259.	Kuria West	
260.	Kuria East	
261.	Bonchari	Agricultural Training College, Kisii
262.	South Mugirango	
263.	Bomachoge Borabu	
264.	Bobasi	
265.	Bomachoge Chache	
266.	Nyaribari Masaba	
267.	Nyaribari Chache	
268.	Kitutu Chache North	
269.	Kitutu Chache South	
270.	Kitutu Masaba	West Mugirango NGCDF Hall
271.	West Mugirango	
272.	North Mugirango	
273.	Borabu	
274.	Westlands	Bomas of Kenya*
275.	Dagoretti North	
276.	Dagoretti South	
277.	Langata	
278.	Kibra	
279.	Roysambu	
280.	Kasarani	
281.	Ruaraka	
282.	Embakasi South	
283.	Embakasi North	
284.	Embakasi Central	
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286.	Embakasi West	
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289.	Starehe	
290.	Mathare	

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S. NJOROGE, CBS
CLERK OF THE NATIONAL ASSEMBLY
Thursday, 3rd October, 2024

"For the Welfare of Society and the Just Government of the People"

JAMHURI YA KENYA

BUNGE LA KUMI NA TATU – KIPINDI CHA TATU (2024)

BUNGE LA TAIFA

KWA MUJIBU WA IBARA 118(1)(b); 145(1); 150 (1)(b) na (2) za KATIBA

NA

KWA MUJIBU WA USHUGHULIKIAJI WA HOJA MAALUM YA KUONDOLEWA OFISINI KUPITIA MASHTAKA KWA MHE. RIGATHI GACHAGUA, NAIBU RAIS WA JAMHURI YA KENYA

ARIFA YA VIKAO VYA KUSIKILIZA MAONI YA UMMA NA MWALIKO WA KUTOA MAONI

KWA KUWA, Ibara ya 118(1)(b) ya Katiba inahitaji Bunge kuwezesha ushirikishwaji na uhusishwaji wa umma katika uundaji sheria na shughuli nyingine.

NA KWA KUWA, Arifa ya Hoja Maalum ya kuondolewa ofisini **kupitia mashtaka** kwa **Mhe. Rigathi Gachagua**, Naibu Rais wa Jamhuri ya Kenya kwa mujibu wa Ibara 145(1) na 150(1)(b) na (2) za Katiba, na Kanuni 64 na 65 za Kanuni za Kudumu za Bunge la Taifa ilitolewa katika Bunge la Taifa na Mhe. Eckomas Mwengi Mutuse, OGW, mnamo **Jumanne, tarehe 1 Oktoba 2024**;

INAARIFIWA kwamba kwa mujibu wa Ibara 145 (1) na 150(1)(b) na (2) za Katiba zikisomwa na Kanuni 64 na 65 za Kanuni za Kudumu za Bunge la Taifa, hii Hoja Maalum inakusudia uamuzi wa Bunge la Taifa wa kuondolewa ofisini kupitia mashtaka kwa Mhe. Rigathi Gachagua, Naibu Rais wa Jamhuri ya Kenya, kutokana na misingi kumi na moja (11) inayobainishwa katika hii Hoja Maalum kwa muhtasari ufuatao—

(1) [illegible]

(2) [illegible]

(3) [illegible]

(4) [illegible]

(5) [illegible]

(6) [illegible]

(7) [illegible]

(8) [illegible]

(9) [illegible]

(10) [illegible]

(11) [illegible]

HIVYO BASI, kwa mujibu wa Ibara 118(1)(b) ya Katiba, Katibu wa Bunge la Taifa anaalika umma **kutoa mawasilisho kwa kunena au kwa maandishi** kuhusu Hoja Maalum ya kuondolewa ofisini kupitia mashtaka kwa Mhe. Rigathi Gachagua, Naibu Rais wa Jamhuri ya Kenya, katika vikao vya kusikiliza maoni ya umma mnamo **Ijumaa, tarehe 4 Oktoba 2024**, katika **maeneobunge 290 kuanzia saa mbili asubuhi hadi saa kumi na moja jioni** na vikao hivyo vitaandaliwa katika **Kaunti** 47 kulingana na mpangilio ufuatao—

MPANGILIO WA VIKAO VYA KUSIKILIZA MAONI YA UMMA

S/NO.	ENEOBUNGE	MAHALI/SEHEMU YA KUPOKEA MAONI
1.	Changamwe	Tononoka Social Hall
2.	Jomvu	
3.	Kisauni	
4.	Nyali	
5.	Likoni	
6.	Mvita	
7.	Msambweni	Kwale Cultural Centre
8.	Lungalunga	
9.	Matuga	
10.	Kinango	
11.	Ganze	Coast Development Authority Hall, Kilifi
12.	Kaloleni	
13.	Kilifi North	
14.	Kilifi South	
15.	Malindi	
16.	Rabai	
17.	Magarini	
18.	Galole	County Hall, Hola
19.	Bura	
20.	Garsen	
21.	Lamu East	KCB Hall
22.	Lamu West	
23.	Taveta	Mwatate CDF Hall
24.	Wundanyi	
25.	Mwatate	
26.	Voi	
27.	Garissa Township	Government Guest House
28.	Balambala	
29.	Lagdera	
30.	Dadaab	
31.	Fafi	
32.	Ijara	

S/NO.	ENEOBUNGE	MAHALI/SEHEMU YA KUPOKEA MAONI
33.	Wajir North	ICT Hall, Wajir Town
34.	Wajir East	
35.	Tarbaj	
36.	Wajir West	
37.	Eldas	
38.	Wajir South	
39.	Mandera West	Mandera Social Hall
40.	Banissa	
41.	Mandera North	
42.	Mandera South	
43.	Mandera East	
44.	Lafey	
45.	Moyale	Catholic Hall, Marsabit
46.	North Horr	
47.	Saku	
48.	Laisamis	
49.	Isiolo North	Catholic Diocese Hall, Isiolo
50.	Isiolo South	
51.	North Imenti	Kanunda Hall
52.	Buuri	
53.	Central Imenti	
54.	South Imenti	
55.	Tigania East	
56.	Tigania West	
57.	Igembe North	
58.	Igembe South	
59.	Igembe Central	
60.	Maara	Kathwana County Hall
61.	Chuka/Igambang'ombe	
62.	Tharaka	
63.	Manyatta	IFAD Hall
64.	Runyenjes	
65.	Mbeere South	
66.	Mbeere North	
67.	Mwingi North	Kitui Multi-Purpose Hall
68.	Mwingi West	
69.	Mwingi Central	
70.	Kitui West	
71.	Kitui Rural	
72.	Kitui Central	
73.	Kitui East	
74.	Kitui South	
75.	Masinga	Machakos Social Hall
76.	Yatta	
77.	Kangundo	
78.	Matungulu	
79.	Kathiani	
80.	Mavoko	
81.	Machakos Town	
82.	Mwala	

KWA MUJIBU WA USHUGHULIKIAJI WA HOJA MAALUM YA KUONDOLEWA OFISINI KUPITIA MASHTAKA KWA MHE. RIGATHI GACHAGUA, NAIBU RAIS WA JAMHURI YA KENYA

S/NO.	CONSTITUENCY	MAHALI/SEHEMU YA KUPOKEA MAOMI
83.	Mbooni	Wote Green/Park Gardens
84.	Kilome	
85.	Kaiti	
86.	Makueni	
87.	Kibwezi West	
88.	Kibwezi East	
89.	Kisaungu	Nyandarua CDF Hall, Ol Kalou
90.	Kipipiri	
91.	Ol Kalou	
92.	Ol Jorok	
93.	Ndaragwa	
94.	Tetu	Nyeri Cultural Hall
95.	Kieni	
96.	Mathira	
97.	Othaya	
98.	Mukurweini	
99.	Nyeri Town	
100.	Mwea	CDF Hall, Kirinyaga Central
101.	Gichugu	
102.	Ndia	
103.	Kirinyaga Central	
104.	Kangema	Murang'a University of Technology Hall
105.	Mathioya	
106.	Kiharu	
107.	Kigumo	
108.	Maragwa	
109.	Kandara	
110.	Gatanga	
111.	Eldoret South	Kiambu Social Hall
112.	Eldoret North	
113.	Juja	
114.	Thika Town	
115.	Ruiru	
116.	Githunguri	
117.	Kiambu	
118.	Kiambaa	
119.	Kabete	
120.	Kikuyu	
121.	Limuru	
122.	Lari	
123.	Turkana North	Turkana University
124.	Turkana West	
125.	Turkana Central	
126.	Loima	
127.	Turkana South	
128.	Turkana East	
129.	Kapenguria	Mbaala County Hall, Kapenguria
130.	Sigor	
131.	Kacheliba	
132.	Pokot South	
133.	Samburu West	Maralal Vocational Centre
134.	Samburu North	
135.	Samburu East	
136.	Kwanza	Kitale Museum
137.	Endebess	
138.	Saboti	
139.	Kiminini	
140.	Cherangany	
141.	Soy	County Hall
142.	Turbo	
143.	Moiben	
144.	Ainabkoi	
145.	Kapseret	
146.	Kesses	
147.	Marakwet East	KMTC Iten
148.	Marakwet West	
149.	Keiyo North	
150.	Keiyo South	
151.	Tinderet	Eliud Kipchoge Complex
152.	Aldai	
153.	Nandi Hills	
154.	Chesumei	
155.	Emgwet	
156.	Mosop	

S/NO.	CONSTITUENCY	MAHALI/SEHEMU YA KUPOKEA MAOMI
157.	Tiaty	Baringo Rehab Centre
158.	Baringo North	
159.	Baringo Central	
160.	Baringo South	
161.	Mogotio	
162.	Eldama Ravine	
163.	Laikipia West	NOCDF Hall, Nanyuki
164.	Laikipia East	
165.	Laikipia North	
166.	Molo	Kenya Red Cross Hall, Nakuru
167.	Njoro	
168.	Naivasha	
169.	Gilgil	
170.	Kuresoi South	
171.	Kuresoi North	
172.	Subukia	
173.	Rongai	
174.	Bahati	
175.	Nakuru Town West	
176.	Nakuru Town East	
177.	Kilgoris	Narok Youth Empowerment Centre
178.	Emurua Dikir	
179.	Narok North	
180.	Narok East	
181.	Narok South	
182.	Narok West	
183.	Kajiado North	Maasai Technical Institute Hall
184.	Kajiado Central	
185.	Kajiado East	
186.	Kajiado West	
187.	Kajiado South	
188.	Kipkelion East	ACK Church Hall, Kericho
189.	Kipkelion West	
190.	Ainamoi	
191.	Bureti	
192.	Belgut	
193.	Sigowet/Soin	
194.	Sotik	St. Balokis Youth Training Hall
195.	Chepalungu	
196.	Bomet East	
197.	Bomet Central	
198.	Konoin	
199.	Lugari	Moghariti Hall
200.	Likuyani	
201.	Malava	
202.	Lurambi	
203.	Navakholo	
204.	Mumias West	
205.	Mumias East	
206.	Matungu	
207.	Butere	
208.	Khwisero	
209.	Shinyalu	
210.	Ikolomani	
211.	Vihiga	Praise Centre Church Mbale
212.	Sabatia	
213.	Hamisi	
214.	Luanda	
215.	Emuhaya	
216.	Mt. Elgon	Redcross Hall, Kericho
217.	Sirisia	
218.	Kabuchai	
219.	Bumula	
220.	Kanduyi	
221.	Webuye East	
222.	Webuye West	
223.	Kimilili	
224.	Tongaren	
225.	Teso North	Busia Social Hall
226.	Teso South	
227.	Nambale	
228.	Matayos	
229.	Butula	
230.	Funyula	
231.	Budalangi	

S/NO.	CONSTITUENCY	MAHALI/SEHEMU YA KUPOKEA MAOMI
232.	Ugenya	Siaya Technical Institute
233.	Ugunja	
234.	Alego Usonga	
235.	Gem	
236.	Bondo	
237.	Rarieda	
238.	Kisumu East	Tom Mboya Labour College
239.	Kisumu West	
240.	Kisumu Central	
241.	Seme	
242.	Nyando	
243.	Muhoroni	
244.	Nyakach	
245.	Kwanza	Homa Bay Stadium
246.	Kabondo Kasipul	
247.	Karachuonyo	
248.	Rangwe	
249.	Homa Bay Town	
250.	Ndhiwa	
251.	Suba North	
252.	Suba South	
253.	Rongo	Migori TTC
254.	Awendo	
255.	Suna East	
256.	Suna West	
257.	Uriri	
258.	Nyatike	
259.	Kuria West	
260.	Kuria East	
261.	Borichari	Agricultural Training College, Kisii
262.	South Mugirango	
263.	Bomachoge Borabu	
264.	Bobasi	
265.	Bomachoge Chache	
266.	Nyaribari Masaba	
267.	Nyaribari Chache	
268.	Kitutu Chache North	
269.	Kitutu Chache South	
270.	Kitutu Masaba	West Mugirango NOCDF Hall
271.	West Mugirango	
272.	North Mugirango	
273.	Borabu	
274.	Westlands	The Bomas of Kenya
275.	Dagoretti North	
276.	Dagoretti South	
277.	Langata	
278.	Kibra	
279.	Roysambu	
280.	Kasarani	
281.	Ruaraka	
282.	Embakasi South	
283.	Embakasi North	
284.	Embakasi Central	
285.	Embakasi East	
286.	Embakasi West	
287.	Makadara	
288.	Kamukunji	
289.	Starehe	
290.	Mathare	

ZINGATIA, umma unaweza kuwasilisha maoni kuhusu Hoja Maalum ya kuondolewa ofisini **kupitia mashtaka** kwa Mhe. Rigathi Gachagua, Naibu Rais wa Jamhuri ya Kenya. Maoni yanaweza kutumwa kwa Katibu wa Bunge la Taifa, S.L.P. 41842-00100, Nairobi; kuwasilishwa kibinafsi kwa Ofisi ya Katibu katika Majengo Makuu ya Bunge, Nairobi au kutumwa kupitia barua pepe kupitia anwani inspeachment@parliament.go.ke ili yapokewe mnamo au kabla ya **Jumamosi tarehe 5 Oktoba 2024 saa kumi na moja jioni**. Vinginevyo, maoni yatakayo pokelewa kibinafsi katika **sehemu mahsusi za kupokea maoni zilizoorodheshwa katika mpangilio wa vilabu** vya kushikiza maoni ya umma **hadi saa kumi na moja jioni ya Ijumaa, tarehe 4 Oktoba 2024**. Fomu inayotoa mwongozo wa namna yakuwasilisha maoni inapatikana kwenye tovuti: www.parliament.go.ke. Pia, Fomu hii inapatikana katika Ofisi zote za Wabunge wa Bunge la Taifa, ambazo ni ofisi zinazofanikishwena Tume ya Huduma za Bunge katika Mkoa wa Bunge na Kaunti.

Nakala za Hoja Maalum inayoelezea msingi ya kuondolewa na mashtaka, pamoja na ripoarta husika, zinaweza kupatikana kutoka wavuti wa Bunge kupitia kiungo hiki: www.parliament.go.ke

S. NJOROGE, CBS
KATIBU WA BUNGE LA TAIFA
Alhamisi, tarehe 3 Oktoba 2024

th The system it is meant to replace only needed Sh700m to upgrade, members are told

IPs question Sh104bn UHC system cost

th committee says procurement was
ed and lacked public participation

VID MWERE

Ps have questioned why a new health information system is costing government Sh104 billion yet the is replacing by the defunct nal Hospital Insurance NHIF) required Sh700m to de.

makers say the procure- of the Sh104 billion Inte- Health care Information ology System (IHITS) was d and lacked adequate pub- rticipation.

installation of the ICT sys- s a critical pillar of Univer- ealth Care (UHC) as it will re equitable access to health ces for Kenyans.

sy will link all pub- ealth facilities from a level ility to referral hospitals in realisation of President Wi- Ruto's Bottom Up Economic ransformation Agenda (Be- ut its cost is what the MPs are ssed to.

embers of the National Assembly's Health Committee have raised a red flag over the way the system is being procured.

At a meeting of the committee chaired by Endebess MP Dr Robert Pukose, the MPs criticised the Ministry of Health for opting for a single source procurement of the ICT system instead of open tendering.

Of concern to the committee is that while the National Hospital Insurance Fund (NHIF), renamed the Social Health Authority (SHA), required Sh700 million to upgrade its ICT infrastructure, the government is seeking Sh104 billion for the new system.

"NHIF, which has since been transformed into SHA, only needed Sh700 million to upgrade its platform. But here we are talking about an exorbitant amount of Sh104 billion for a system that was single sourced. We cannot allow this to continue," said Bumula MP Jack Wamboka.

The amount involved can have a significant impact on children's education and well-being, as it is enough to fund primary school children's midday meals for 10 years.



Health Cabinet Secretary Deborah Barasa (centre), Principal Secretary Harry Kimtai (left) and Social Health Authority chairman Abdi Mohammed when they appeared before the Health Committee on September 30, 2024. DENNIS ONSONGO | NATION

The IHITS system involves the use of ICT to implement a hospital information system and support ICT infrastructure to benefit public hospitals across the country.

In 2017, the government had awarded a Sh4.9 billion contract to a local company - Seven Seas Technologies limited - to roll out a similar system, but the contract was cancelled late by the Ministry of Health following a dispute in the contract document.

The Health Care Information Technology (HCIT) system was to be rolled out under the Managed Equipment Service (MES) project.

Mr Wamboka also raised concerns about foreign involvement in critical national infrastructure.

"We are saying step back and listen to what Kenyans are saying. We cannot entrust key infrastructure like our airports and now the health system to a foreign company. It will lead to collapse," he warned.

In addition to the Jomo Kenyatta International Airport (JKIA), the Kenya Electricity Transmission Company (Ketraco) is among the state enterprises that the government is in the process of privatising.

Seme MP Dr James Nyikal, a member of the health committee, said the ministry would be better off engaging other institutions or partners that can provide the ICT system at a lower cost.

"It was unclear to us how the company that was awarded the contract became the sole recipient of the tender. Why were no other companies considered?" Dr Nyikal wondered.

The Seme MP also highlighted gaps in the due diligence process on the consortium partners.

Punyula MP Wilberforce Oundo claimed that the single sourcing of the IHITS provider was riddled with irregularities bordering on theft of public funds.

"How can anyone justify this massive rip-off to run a system? To be honest, we implore you to think of the people of Kenya. We cannot afford to steal from Kenyans on this scale," said Dr Oundo.

The IHITS system is designed to manage social health insurance through the creation of a comprehensive and integrated health care system.

Its key features include the development of a health information management system, the provision of core services such as telemedicine and a track and trace system for pharmaceutical products, among others.

Kitutu Chache South MP Anthony Kibagendi noted that some of the most sophisticated systems in our country, such as those of the Kenya Revenue Authority (KRA), Safaricom and M-PESA, cost less than Sh10 billion.

"I wonder why we are considering spending these colossal sums of money on a system when those who designed the NHIF system were willing to upgrade it for less than Sh1 billion," Mr Kibagendi said.

dnweru@ke.nationmedia.com

COUNTY GOVERNMENT OF KAJIADO
P.O BOX 664-01100 KAJIADO

OFFICE OF THE GOVERNOR

ADVERTISEMENT OF VACANCIES

A. Pursuant to the Provisions of section 44 of the County Governments Act No. 17 of 2012. The Chairperson of the Selection Panel invites Applications from interested, suitable, qualified, result oriented and motivated Kenyan Citizens for appointment to the following position:

S/NO.	VACANCY	NO. OF POST	JOB REF.	JOB GROUP
1.	COUNTY SECRETARY	1	CS/2024/001	T

B. Further, Pursuant to the provisions of Article 235 of the Constitution of Kenya, 2010, and the provisions of sections 56, 57, 58 & 58A of the County Government Act, No. 17 of 2012. The Chairperson of the Selection Panel wishes to invite applications from interested, competent, suitable and qualified persons to fill the following position:

	VACANCY	NO. OF POST	JOB REF.	JOB GROUP
a.	MEMBER OF COUNTY PUBLIC SERVICE BOARD	1	MCPSB/2024/001	S

How to Apply
Applications should be HAND DELIVERED to the Office of the Governor on or before 5:00 PM on Friday 18th October, 2024. For further details including on the job specifications for each of the above positions please visit: www.kajiado.go.ke

NOTE
- Applicants should note that soft copy applications directly to the Governor's official email address will NOT be accepted.
- ONLY shortlisted candidates will be contacted and they shall be required to produce originals of their National Identity Card, Academic and Professional Certificates, Transcripts, registration certificates to professional bodies and any other relevant documents during interviews.
- The county government of Kajiado is an equal opportunity employer and therefore Youth, Women, Persons with Disabilities, Marginalized and Minority Communities are encouraged to apply.
- Any form of canvassing will lead to automatic disqualification.
- Please be informed that the Selection Panel DOES NOT use agents nor does it charge any fees at ANY stage in the recruitment process.
- All queries should be directed to the undersigned

The Chairperson,
The Selection Panel,
P.O. Box 11-01100,
KAJIADO.

REPUBLIC OF KENYA
THIRTEENTH PARLIAMENT- THIRD SESSION (2024)
THE NATIONAL ASSEMBLY

IN THE MATTER OF ARTICLES 150(2)(b), 163(3), 150 (1)(b) and (2) OF THE CONSTITUTION
AND
IN THE MATTER OF CONSIDERATION OF THE SPECIAL MOTION FOR THE REMOVAL FROM OFFICE, BY IMPEACHMENT, OF H. E. RIGATHI GACHAGUA, THE DEPUTY PRESIDENT OF THE REPUBLIC OF KENYA

NOTIFICATION OF PUBLIC HEARINGS AND INVITATION TO SUBMIT VIEWS – ADDENDUM
CHANGE OF VENUE

WHEREAS, Article 150(1)(b) of the Constitution requires the Senate to facilitate public participation and involvement in the legislative and other business;

AND WHEREAS, a Notice of a Special Motion for the removal from office, **by Impeachment**, of **H. E Rigathi Gachagua**, the Deputy President of the Republic of Kenya in accordance with Article 145(3) and 150(1)(b) and (2) of the Constitution, and National Assembly Standing Orders 89 and 95, was given in the National Assembly by the **Hon. Kibwana Wamugi Mutuse, OGW, MP**, on **Tuesday, 1st October, 2024**;

NOW THEREFORE, further to the notification of public hearings, and invitation to submit views on the Special Motion for the removal from office **by Impeachment**, of H. E. Rigathi Gachagua, the Deputy President of the Republic of Kenya, the **public hearings** to be held on **Friday, 4th October, 2024, IT IS NOTIFIED** that changes have been made to the Venues/Collection Centres earlier advertised on 2nd and 3rd October, 2024 with respect to some/all Constituencies as per the Schedule below:

SCHEDULE OF CHANGES	
CONSTITUENCY	REVISED VENUE / COLLECTION CENTRE
Kibra	Town Stadium
Mathare	
Starehe	
Westlands	
Dagoretti North	Nairobi Kasarani Sports Complex
Dagoretti South	
Lang'ata	
Kasarani	
Roysambu	
Ruaraka	
Embakasi South	
Embakasi North	
Embakasi Central	
Embakasi East	
Embakasi West	
Makadara	
Kamukunji	
Starehe	
Mathare	
Westlands	
Dagoretti North	
Dagoretti South	
Lang'ata	
Kibra	
Roysambu	
Kasarani	
Ruaraka	
Embakasi South	
Embakasi North	
Embakasi Central	
Embakasi East	
Embakasi West	
Makadara	
Kamukunji	

The Venues/Collection Centres for all other Constituencies remain as earlier advertised.

S. NGORIOR, CBS
CLERK OF THE NATIONAL ASSEMBLY
2nd October, 2024

Experts want smoking zones abolished to arrest the habit

- They say designated zones inadvertently encourage smoking.
- New report indicates more young are taking up the habit.

MIKE KIHAKI, NAIROBI

Designated smoking zones have been cited among factors promoting smoking in the country.

The National Tobacco Association now wants all smoking zones abolished in a bid to reduce tobacco consumption, which is rampant among youths.

Tobacco Control and Health P tion Alliance Board chairn. ed Gitari says smoking zones inadvertently encourage smoking.

"We become a country of smokers when we designate places for people to smoke. We do not have worship places set up for addicts," he said, emphasising how such facilities may normalise smoking instead of discouraging the habit.

Gitari spoke on Thursday at a workshop organised by National Taxpayers Association (NTA), and themed Safeguarding Public Health Through Progressive Regulatory Policies.

Experts at the forum called for stronger regulations on tobacco consumption.

"Our priority as a country must be placing health over profits. The tobacco industry is viewing Africa as a region to exploit, and we must remain vigilant," said Celine Awuor, the executive director of International Institute for Legislative Affairs.

With smoking rates on the rise, especially among Kenyan youth, the discussion highlighted growing public health concerns amid global efforts to curb tobacco use.

"The increasing consumption level of tobacco products provides grounds for concern. How can you, as a country, think of eliminating the vice when we have room to accommodate the behaviour?" noted Awuor. Gitari proposed that raising the product heavily will make it more expensive and discourage consumption.



Smokers at a designated smoking zone at Jeevanjee gardens in Nairobi. (COLLINS KWEYU)

"Effective tobacco taxation is a powerful tool for both encouraging cessation and generating revenue to support health initiatives," said Gitari.

A recently released report revealed that a significant number of Kenyan youth have taken up smoking, further alarming parents and educators.

Andrew Toro, the head of drug and substance abuse at the Ministry of Health, says the country has made significant strides in tobacco control.

"We need to move from commitment to action. We must not only review existing policies but also ensure their full implementation. For instance, the establishment of the Tobacco Control Fund is long overdue and requires immediate attention to become operational," Dr Toro said.

Addressing the emerging challenges posed by novel nicotine products Adrian Njenga, the senior policy and planning officer at National Authority for the Campaign Against Alcohol and Drug Abuse, reiterated that efforts to stop consumption require a comprehensive, whole-of-society approach.

"NACADA is concerned about the increasing appeal of these products, particularly among young people," Njenga said.

COURTS

Court defers plea taking in baby Pendo murder case

A court has postponed plea taking for eleven security officers charged with the deaths of baby Samantha Pendo and 39 protesters during the 2017 post-election violence in Kisumu.

Justice Lilian Mutende ordered the deferment to November 5 to ensure all suspects are present for the opening remarks by the Director of Public Prosecutions (DPP), which detail the atrocities committed against civilians in Nyalenda informal settlement, culminating in the deaths.

The charges stem from the command responsibility principle under the International Crimes Act 2008.

In her ruling yesterday, Justice Mutende emphasised the necessity of having all accused present to guarantee a fair legal process.

She also directed Inspector General of Police Douglas Kanja to arrest one of the officers identified as Mohammed Mbaa for being on the run for over two years.

The order was issued after the DPP represented by Vincent Monda, requested a compelling order for Mbaa's arrest, noting that he has been on the run since the case was filed in 2022.

To be charged are Linah Kagey (post commander, Nyalenda), Mohamed Gaye (chief inspector), Titus Yoma (former commissioner of police), John Masha (GSU inspector and platoon commander) and Benjamin Koima (retired Senior Superintendent of Police).

Others are James Rono (chief inspector), Benjamin Loreman (Kenya Prisons Service), Volker Edambo (inspector) and Chief Inspector Cyprine Wanjiku.

(Nancy Gitonga)

Recruitment agency behind Sh1 billion scam axed, Mutua says

First Choice Recruitment Agency that was accused of defrauding 8,000 youths over Sh1 billion is among 25 recruitment agencies deregistered or denied registration, Labour Cabinet Secretary Alfred Mutua said yesterday.

Dr Mutua, who appeared before the Senate Labour Committee, said Judy Chepchirchir ' Faith Gichuhi - the direc- of First Choice - are barred from registering operating or managing any other recruitment agency or company.

The CS regretted that thousands of youths were duped with promises of better jobs abroad.

He said all recruitment agencies should get government approval to operate.

"I would like to apologise to the thousands of youths who were duped that they will get jobs abroad and ended up losing millions of shillings. The Ministry of Labour has stopped the operations of First Choice Recruitment Agency after its registration certificate expired on February 18, 2023," said Mutua.

The CS noted that there are 592 accredited employment agencies with valid National Employment Registration as per September 10 with the list being updated daily and it is available in the public domain (www.neams.go.ke).

Assets Recovery Agency Director Alice Mate told the Committee that they have identified seven suspects who have featured prominently in their investigations though they were not mentioned in the committee report.

Mate revealed that four properties linked to one of the suspects in Nairobi, Eldoret and Machakos counties have already been identified and plans are underway to establish property for the other suspects. She revealed that a caveat has been placed on 21 vehicles registered under the names of the key suspects pending investigations to establish whether they constitute proceeds of fraud.

"The Asset Recovery Agency has established that the main suspect, Judy Chepchirchir is associated with 11 companies where she is either a co-director or bank account signatory with First Choice Recruitment Agency operating seven bank accounts domiciled in five different banks in the country," said Mate.

Mate told the Senate Committee that between February 19, 2020 and May 11, 2023 the accounts operated by the recruitment agency received about Sh300 million, which was withdrawn in cash just below the reporting threshold clearly depicting alleged money laundering scheme.

She said that 27 bank accounts belonging to the key suspects are being analysed to establish the money trail since majority of the accounts have zero balances while the rest have negligible balances despite the accounts having transacted huge sums of money during the period of investigations.

She revealed that their preliminary investigations show that Chepchirchir and her accomplices have registered property with proxies and so far, the agency has identified some third parties who are currently being profiled. **(Edwin Nyarung')**



REPUBLIC OF KENYA

THIRTEENTH PARLIAMENT- THIRD SESSION (2024)

THE NATIONAL ASSEMBLY

IN THE MATTER OF ARTICLES 193(2)(b); 194(1); 150 (1)(b) and (2) OF THE CONSTITUTION

AND

IN THE MATTER OF CONSIDERATION OF THE SPECIAL MOTION FOR THE REMOVAL FROM OFFICE, BY IMPEACHMENT, OF H. E. RIGATHI GACHAGUA, THE DEPUTY PRESIDENT OF THE REPUBLIC OF KENYA

NOTIFICATION OF PUBLIC HEARINGS AND INVITATION TO SUBMIT VIEWS - ADDENDUM CHANGE OF VENUE

WHEREAS Article 118(1)(b) of the Constitution requires Parliament to facilitate public participation and involvement in its legislative and other business;

AND WHEREAS, a Motion for a Special Motion for the removal from office, by impeachment, of H. E. Rigathi Gachagua, the Deputy President of the Republic of Kenya in accordance with Articles 145(1) and 150(1)(b) and (2) of the Constitution, and National Assembly Standing Orders 84 and 85, was given in the National Assembly by the Hon. Ezrachman Mwangi Maiuria, OGW, MP, on Tuesday, 1st October, 2024;

NOW THEREFORE, further to the notification of public hearings and invitation to submit views on the Special Motion for the removal from office, by impeachment, of H. E. Rigathi Gachagua, the Deputy President of the Republic of Kenya, in public hearings to be held on Friday, 4th October, 2024, IT IS NOTIFIED that changes have been made to the Venues/Collection Centres earlier advertised, as per the Schedule below:—

1.	Nairobi	Talent Academy
2.	Kajiado	
3.	Mount Kenya	
4.	Uasin Gishu	
5.	Kisii	
6.	Nyamira	
7.	Migori	
8.	Kericho	
9.	Bomet	
10.	Kakamega	
11.	Vihiga	
12.	Bungoma	
13.	Busia	
14.	Siaya	
15.	Kisumu West	Nyayo Gor Mahia Stadium
16.	Kisumu East	
17.	Kisumu Central	
18.	Kisumu North	
19.	Homa Bay	
20.	Samburu	
21.	Turkana	
22.	West Pokot	
23.	Trans Nzoia	
24.	Elgeyo Marakwet	
25.	Nandi	
26.	Baringo	
27.	Laikipia	
28.	Nakuru	
29.	Narok	
30.	Kajiado	
31.	Kericho	
32.	Bomet	
33.	Kakamega	
34.	Vihiga	
35.	Bungoma	
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914.	Kisumu Central	
915.	Kisumu North	
916.	Homa Bay	
917.	Samburu	
918.	Turkana	
919.	West Pokot	
920.	Trans Nzoia	
921.	Elgeyo Marakwet	
922.	Nandi	
923.	Baringo	
924.	Laikipia	
925.	Nakuru	
926.	Narok	
927.	Kajiado	
928.	Kericho	
929.	Bomet	
930.	Kakamega	
931.	Vihiga	
932.	Bungoma	
933.	Busia	
934.	Siaya	
935.	Kisumu West	
936.	Kisumu East	
937.	Kisumu Central	
938.	Kisumu North	
939.	Homa Bay	
940.	Samburu	
941.	Turkana	
942.	West Pokot	
943.	Trans Nzoia	
944.	Elgeyo Marakwet	
945.	Nandi	
946.	Baringo	
947.	Laikipia	
948.	Nakuru	
949.	Narok	
950.	Kajiado	
951.	Kericho	
952.	Bomet	
953.	Kakamega	
954.	Vihiga	
955.	Bungoma	
956.	Busia	
957.	Siaya	
958.	Kisumu West	
959.	Kisumu East	
960.	Kisumu Central	
961.	Kisumu North	
962.	Homa Bay	
963.	Samburu	
964.	Turkana	
965.	West Pokot	
966.	Trans Nzoia	

NEWS GENERAL

NEW BILL

Felling trees without replacing could earn you 3-year jail term

Proposed law seeks to enhance afforestation, provide tough penalties for offenders



JULIUS OTIENO
@TheStarKenya

Felling a tree and failing to plant another to replace it could soon land you in jail.

A proposed law seeking to enhance afforestation and boost the government's efforts to plant 15 billion trees by 2032, provides tough penalties for offenders.

The Environment Laws (Amendment) Bill, 2024, provides that a person, who harvests a tree, shall [illegible]e it under the direction and [illegible] area designated by the Kenya Forest Service.

The bill sponsored by Garissa Senator Abdul Haji, has been introduced in the Senate for the first reading.

A person who contravenes the section, commits an offence and is liable, on conviction, to a fine not exceeding Sh5 million or to imprisonment for a term not exceeding three years, or to both.

The bill provides incentives to private entities that engage in tree planting activities, to realise the envisioned forest cover.

"The bill incorporates tax and fiscal incentives to boost investments in forest land use and utilisation, as suggested by the Cabinet secretary for the National Treasury following recommendations from the Cabinet secretary responsible for Forestry," the bill states.

Among these incentives are income and other tax deductions for private entities that participate in a tree planting programme.

Further, the bill mandates county governments to promote tree planting in all public land vested in counties, and to plan and execute programmes for observing National Tree Planting Week and International Day of Forests.

The bill provides that the national and county governments shall observe a national tree planting week from March 15-21 each year, or such other week as the Cabinet secretary may, by notice in the Gazette, designate.



Massive clearing of trees and vegetation around refugee camps in Garbissa and Wajir counties /HANDOUT

"The Cabinet secretary and the county executive committee member responsible for matters relating to forestry in each county, shall plan and execute programmes necessary for observing the national tree planting week and the International Day of Forests," the bill says.

Programmes planned and executed shall include mobilisation of public and private learning institutions, public officers in both levels of government and private entities to plant trees.

"The bill also amends the Climate Change Act, Cap 387A, to mandate the Cabinet secretary responsible for matters relating to climate change to set and formulate strategies for achieving annual carbon sequestration targets," it states.

The government has embarked on ambitious tree planting exercise to combat the effects of climate change.

Trees help absorb carbon dioxide from the air while releasing oxygen into the atmosphere.

Carbon dioxide is a greenhouse gas— which means it traps heat in the Earth's atmosphere— causing global warming.

More trees mean less carbon dioxide in the atmosphere and so less global warming.

Kenya's carbon emissions, while lower than those of industrialised nations, have been steadily increasing.

The country emits approximately 95 million tonnes of carbon dioxide equivalent annually.

"UNCONSTITUTIONAL"

Lobby campaigns against punitive agricultural bills

AGATHA NGOTHO: MPs have been cautioned against passing punitive agriculture bills currently before the National Assembly.

This is after Kilimo Cha Haki, a civil society group, launched a campaign to oppose these measures.

The group, led by Mary Kathomi, said Kenyans are concerned by the current trend of the 13th Parliament, who have tabled nine bills touching [illegible]griculture, and threatening the [illegible]try's food security and food [illegible]ereignty.

The proposed laws include the Agriculture and Food Authority Bill, Livestock Bill, 2024, tabled by Kimani Ichung'wah, the Mung Bean Bill, 2023, co-sponsored by Enoch Wambua and Paul Nzengu.

The bill was passed in the Senate but dropped in the second reading at the National Assembly.

Others are Agriculture Professional Registration and Licensing Bill, 2024, tabled by Kanyuithia Mutunga, the Nuts and Oil Crops Development Bill, 2023, tabled by Senator Hamida Kibwana and the Horticultural Crop Authority Bill 2024 tabled by Salima Chege.

Others include the Land Amendment Bill, which was withdrawn by Ichung'wah, the Rice Bill, 2024, tabled by James Murango and the Water Amendment Bill, 2023.

Speaking at a media briefing on Tuesday, Kathomi said there are 15 state agencies under the Ministry of Agriculture that play different roles.

"They do regulation, oversight, policy making, policy formulation, marketing, setting standard and all aspects of food production. These agencies actually do what the bills are being purported to do, of course, plus other governing bodies like the county governments," Kathomi said.

"If these state agencies have failed or not is another question all together."

The lobby group noted the agricultural bills are purporting to regulate and streamline the sector, yet State agencies are meant to do the same.

"The aforementioned bills are punitive in every sense and are unconstitutional because they take our rights as Kenyans," they said.

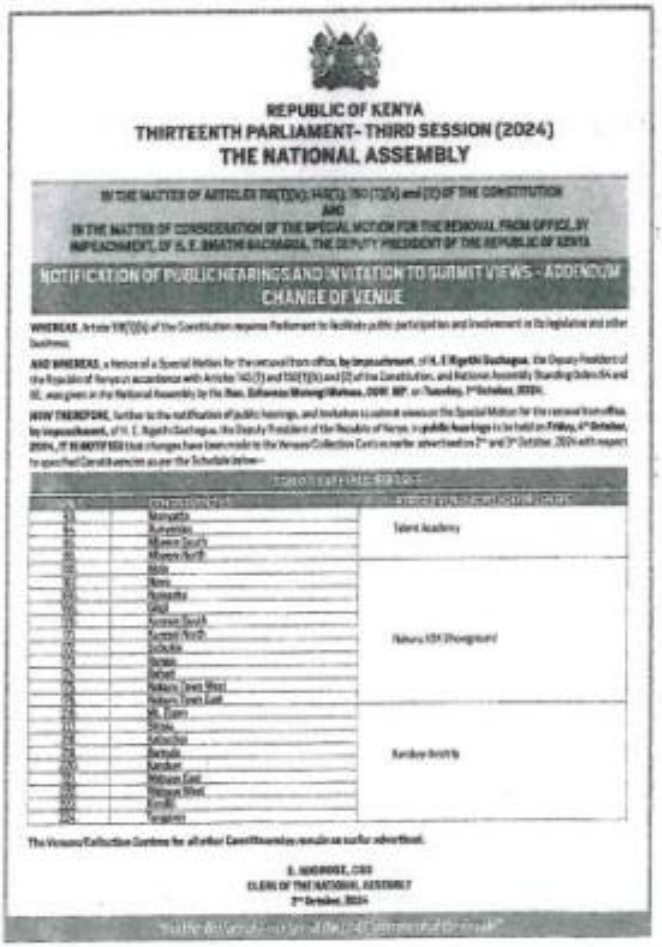
They said most farmers and livestock keepers produce and farm to feed their families and only the excess is taken to the market.

Kilimo Cha Haki said the agriculture sector, which contributes more than 80 per cent of the country's GDP, should be protected and farmers encouraged to do self-regulation.

For example, cooperative societies, Saccos and local organisations can work together with agriculture state agencies, they said.

"Since the lifting on the ban on GMOs in Kenya, there seems to be an intent of taking over our food sovereignty that threatens our country's food security. Kilimo Cha Haki intends to pull Kenyans of good will and Kenyan lawyers together to go to court to stop these unconstitutional bills being sponsored in Parliament," they said.

KATHOMI SAYS THERE ARE 15 STATE AGENCIES UNDER THE MINISTRY OF AGRICULTURE THAT PLAY DIFFERENT ROLES



REPUBLIC OF KENYA
THIRTEENTH PARLIAMENT- THIRD SESSION (2024)
THE NATIONAL ASSEMBLY

IN THE MATTER OF ARTICLES 96(2)(b), 144(2), 150 (1)(b) and (2) OF THE CONSTITUTION
AND
IN THE MATTER OF CONSIDERATION OF THE SPECIAL MOTION FOR THE REMOVAL FROM OFFICE...BY IMPEACHMENT, OF H. E. RIGATHI GACHAGUA, THE DEPUTY PRESIDENT OF THE REPUBLIC OF KENYA

NOTIFICATION OF PUBLIC HEARINGS AND INVITATION TO SUBMIT VIEWS - ADDENDUM
CHANGE OF VENUE

WHEREAS, Article 118(1)(b) of the Constitution requires Parliament to facilitate public participation and involvement in its legislative and other business;

AND WHEREAS, a Notice of a Special Motion for the removal from office, by impeachment, of H. E Rigathi Gachagua, the Deputy President of the Republic of Kenya in accordance with Articles 145(3) and 150(1)(b) and (2) of the Constitution, and National Assembly Standing Orders 64 and 65, was given in the National Assembly by the Hon. Kithure Kindiki, CBS, MP, on Tuesday, 1st October, 2024;

NOW THEREFORE, further to the notification of public hearings, and invitation to submit views on the Special Motion for the removal from office, by impeachment, of H. E. Rigathi Gachagua, the Deputy President of the Republic of Kenya, in public hearings to be held on Friday, 4th October, 2024, IT IS NOTIFIED that changes have been made to the Venues/Collection Centres earlier advertised on 2nd and 3rd October, 2024 with respect to specified Constituencies as per the Schedule below:-

83.	Mumias East	Talent Academy
84.	Mumias West	
85.	Matungu	
86.	Kanduyi	Nakuru ATC (Showground)
87.	Webuye East	
88.	Webuye West	
89.	Kimilili	
90.	Tongaren	
91.	Soy	Kericho Amphi
92.	Turbo	
93.	Moiben	
94.	Ainabkoi	
95.	Kapseret	
96.	Kesses	
97.	Langas	
98.	Ainabkoi	
99.	Kapseret	
100.	Kesses	
101.	Langas	
102.	Ainabkoi	
103.	Kapseret	
104.	Kesses	

The Venues/Collection Centres for all other Constituencies remain as earlier advertised.

S. MOHAMED, CBS
CLERK OF THE NATIONAL ASSEMBLY
2nd October, 2024

The National Assembly
OFFICE OF THE CLERK

Memo

FROM: **CLERK OF THE NATIONAL ASSEMBLY**

TO : **ALL CONSTITUENCY/COUNTY OFFICE MANAGERS OF MEMBERS OF THE NATIONAL ASSEMBLY**

DATE: **4TH OCTOBER, 2024**

RE: COLLECTION OF PUBLIC VIEWS ON THE SPECIAL MOTION FOR REMOVAL FROM OFFICE, BY IMPEACHMENT OF THE DEPUTY PRESIDENT OF THE REPUBLIC OF KENYA

As you are aware, the National Assembly is currently considering a Special Motion for the proposed removal from office, by impeachment, of H.E. Rigathi Gachagua, the Deputy President of the Republic of Kenya.

To facilitate this process, public hearings were scheduled to be held in all 290 constituencies on **Friday, October 4, 2024**, from **8:00 a.m. to 5:00 p.m.** and members of the Public were notified to submit their views to the Constituency/ County Offices of all Members of Parliament of the National Assembly.

By a Court Order issued on 3rd October, 2024, the High Court in Kenya sitting in Kerugoya directed that the National Assembly *organize similar public hearings closer to the citizens at least at constituency level on each constituency in Kenya to enable the Constituents of Members of Parliament responsible for the impeachment process nationally to engage with and participate on hearings and/or any other suitable modes by which citizens at that level can participate and offer their representations.*

In this regard, you are required to continue facilitating and coordinating the public participation exercise on the Special Motion within your Constituency/County Office. Please ensure that you implement the following—

1. **Availability of Forms:** Ensure that copies of the *Public Views Template* are physically available in your offices. In addition to the physical forms availed earlier, additional forms can be downloaded from the Parliament's website: www.parliament.go.ke.

2. **Collection of Views:** collate all views including Memoranda, completed *Public Views Templates* and any other submissions relating to the exercise. Note to transcribe oral submissions, into written form using the designated template.

3. **Submission of Collected Views:** You are required to submit the collated views arranged per constituency to the collection centre which has been set up in **Parliament Building, Nairobi (At the entrance of Bunge Tower).** Alternatively, you may hand over the forms to the respective officers designated for your counties/constituencies, as per the attached list. All submissions must be received by **Sunday, 6th October, 2024, by 5:00 p.m.**

Please ensure that your respective Offices remain open on **Saturday, 5th October, 2024**, as from 8.00am to 5.00pm to facilitate the exercise.

Please utilize the operation facilities and resources available in your offices to print or photocopy the forms and to support any other aspects of this exercise. For seamless coordination, we have shared the contacts of Parliamentary officers responsible for each county/constituency.

S. Njoroge, CBS
CLERK OF THE NATIONAL ASSEMBLY

Encls.

The National Assembly
OFFICE OF THE CLERK

CONSTITUENCY/COUNTY OFFICES LOCATION

	County/Constituency	Location
1.	Mombasa County Women Representative	Tudor Mwisho Mombasa
2.	Changamwe	Fidelity Bank Building, Airport Road - Changamwe Kipevu Ward Mombasa
3.	Jomvu	Jomvu Sub-County Office Complex Next to Mikindani Police Station Mombasa
4.	Kisauni	Karissa Maitha Road, Zamzam Stage, Opposite Jocham Hospital, Karigithu House Mtopanga, Mombasa
5.	Nyali	NG-CDF Building Location:Kongowea Kengeleni Nyali
6.	Likoni	NG-CDF Building Timbwani Location Mrima Street opposite Mt. Sinai Academy Lunga Lunga Road MOMBASA
7.	Mvita	Tudor near Tudor Water Sports Tom Mboya Road Mombasa
8.	Kwale County Women Representative 02	Barracuda Building Opposite Swahili Dishes Kwale Town
9.	Msambweni	Building:Gazi Complex

	County/Constituency	Location
		Location: Kinondo Ward, Gazi Village Likoni - Lunga Lunga Highway Msambweni
10.	Lungalunga	NG-CDF Office Kanana - Likoni Lungalunga Road Lunga Lunga
11.	Matuga	Matuga NG-CDF Office Location: Kwale High Road Tsimba Golini Ward Kwale
12.	Kinango	NG-CDF Buildings Kinango Ward Kinango
13.	Kilifi Women Representative 03	Kilifi Plaza Building -Next to Equity Bank Kilifi Town
14.	Kilifi North	KIlifi North DCC's Office Block Behind Huduma Centre Kilifi Town
15.	Kilifi South	NG-CDF Building Vipingo Shopping Centre Mombasa - Malindi Road Kilifi
16.	Kaloleni	Kaloleni NG-CDF Building, Kaloleni Kilifi Road.
17.	Rabai	Rabai NG-CDF Offices Shikadabu Kisurutini Ward
18.	Ganze	NG- CDF Offices Bamba Building Ganze
19.	Malindi	NG-CDF Office County Assembly Road next to Mawasco Office, Opposite DOC's Office Malindi
20.	Magarini	Marafa Centre Hospital Road Magarini

	County/Constituency	Location
21.	Tana River County Women Representative	Chufana -Hola Hola Malindi Road HOLA
22.	Garsen	Homeboys Building Posta - Garsen Road Garsen Town
23.	Galole	Hola Mission. Street: Laza Primary School HOLA
24.	Bura	NG-CDF Building Bura Town
25.	Lamu Women Representative	Lamu Women Representative Office Joserene House Lamu-Garsen Road Hindi Town
26.	Lamu East	Mwenyein Area Hon. Shakila Road. FAZA
27.	Lamu West	Lake Kenyatta Cooperative Society Building Street : Lake Kenyatta Farmers Premises Lamu
28.	Taita Taveta County Women Representative	Taita Taveta Women Representative Office Mwatate - Taveta Road TAITA TAVETA
29.	Taveta	Taveta NG-CDF Office BOWENI WARD
30.	Wundanyi	NG-CDF Building Street : Posta Mbela Wundanyi Mbale Ward
31.	Mwatate	NG-CDF Hall Street: Commissioners Road Mwatate
32.	Voi	NG-CDF Offices Adjacent to Voi Law Court Mbololo Ward
33.	Garissa County Women Representative 07	Garissa Women Representative Office Lamu Road Garissa

	County/Constituency	Location
34.	Garissa Township	Kismayo Road Opposite IPOA Office Garisa Town
35.	Balambala	Opposite Balambala DCC Office Garissa
36.	Lagdera	Modogashe Town Garissa
37.	Dadaab	Kismayu Road Halima Homes Dadaab Ward
38.	Fafi	Lamu Road Off Lanten Resort, Next to IEBC Office Garissa
39.	Ijara	Opposite Masalani Primary Masalani Town
40.	Wajir County Women Representative	Wajir Women Representative Office Adala Building Wajir Town
41.	Wajir North	NG-CDF Office Opposite Social Hall Bute
42.	Wajir East	NG-CDF Office Halane Road Wajir Town
43.	Tarbaj	Tarbaj Ward Mansa Road Tarbaj Town
44.	Wajir West	Street: Stage Griftu along Moyale Road Wajir West
45.	Eldas	NG-CDF Offices Street: Anole road Wajir
46.	Wajir South	Location: Hodhan Building: Abdikani House Street: Diif Road Wajir
47.	Mandera County Women Representative	Mandera Women Representative Office. B9 Road,Old Town

	County/Constituency	Location
		Next to County Commissioner Office Mandera
48.	Mandera West	Takaba Plaza Takaba - Elwak Road Takaba Town
49.	Banissa	Banisa Takaba Road opposite Makka Hardware Takaba
50.	Mandera North	Dariqa Road along DCC/AP Camp Rhamu
51.	Mandera South	B9 Road, Old Town, Elwak South
52.	Mandera East	Street: Along Jamia Mosque, Mandera
53.	Lafey	B9 road Next to Government Offices Lafey Mandera
54.	Marsabit County Women Representative 10	Marsabit Women Representative Office Saku Bank Cotters/Badasa Road Marsabit Town
55.	Moyale	NG-CDF Office Hospital Road MOYALE
56.	North Horr	NG-CDF Office DCC Road Marsabit
57.	Saku	NG-CDF Building Marsabit Town
58.	Laisamis	Marsabit along Laisamis - Marsabit highway Laisamis
59.	Isiolo County Women Representative 11	Isolo Women Representative Office Behind DCIO Office Tullu Roba Isiolo
60.	Isiolo North	NG-CDF Building Isiolo Town
61.	Isiolo South	NG-CDF Building

	County/Constituency	Location
		Garbatulla
62.	Meru County Women Representative	Meru Women Representative Office Kinoru Area Imenti North Constituency
63.	Igembe South	NG-CDF Building Mau Town street: Kanuni Meru County
64.	Igembe Central	Igembe Central NG-CDF Offices Kangeta Town
65.	Igembe North	NG-CDF Offices LAARE
66.	Tigania West	NG-CDF Offices Street: Kirindine - Miathene road Urru
67.	Tigania East	NG-CDF Offices Tigania East DCC's Office Meru- Kianjai-Maua Road
68.	North Imenti	NG-CDF Building Primary School, Mwendantu road Meru Town
69.	Buuri	NG-CDF Building Buuri West Sub-County Headquarters Compound Timau Township
70.	Central Imenti	NG-CDF Offices Street/Location: Mutengo-Abothunguchi Mutengo Market
71.	South Imenti	NG-CDF Office Kanyakine
72.	Tharaka Nithi County Women Representative	Tharaka Nithi Women Representative Office H.Kathare Building County Headquarters Road Kathwana Town
73.	Maara	NG-CDF Office Kienganguru Chogoria
74.	Chuka/Igambang'ombe	NG-CDF Building , Chuka Town
75.	Tharaka	Tharaka NG-CDF

	County/Constituency	Location
		Marimanti Town
76.	Embu County Women Representative 14	Embu Women Representative Office Behind Embu Law Court Embu Town
77.	Manyatta	NG-CDF Office Meru Nairobi Highway Manyatta
78.	Runyenjes	NG-CDF Building Embu Meru Road
79.	Mbeere South	Mbeere South Youth Empowerment Centre Kiritiri Town
80.	Mbeere North	NG-CDF Building Mbeere Siakago Town
81.	Kitui County Women Representative	Kitui Women Representative Office Nzambani Park Building Kitui Town
82.	Mwingi North	NG-CDF Building Kyuso Town
83.	Mwingi West	Mwingi West Constituency NG-CDF building Migwani Town
84.	Mwingi Central	Mwingi District Trust Fund Building Junction of Garissa Tsekuru Road Mwingi Town
85.	Kitui West	NG-CDF Office, Kabati-Kitui Road Ndolo-Corner
86.	Kitui Rural	NG-CDF Building Machakos _kitui road KWAVONZA SHOPPING CENTRE
87.	Kitui Central	NG-CDF Office Building. Kitui-KwaNgindu Road. KITUI TOWN
88.	Kitui East	Kitui East NG-CDFC Office Chuluni-Kitui-Kibwezi Road
89.	Kitui South	NG-CDF Building Kitui Kibwezi Road

	County/Constituency	Location
		Mutomo
90.	Machakos County Women Representative	Machakos Women Representative Office ACK Building Emmanuel House Machakos-Nairobi Road MACHAKOS
91.	Masinga	Masinga Market Musyoka Musembi Building. Masinga-Katulye Road
92.	Yatta	Yatta Constituency Office NG-CDF Offices, Matuu Town
93.	Kagundo	Kangundo sub-county offices NG-CDF Kangundo Office
94.	Matungulu	CNG-CDF Offices. Tala-Nairobi Road
95.	Kathiani	Nzaikoni market Upper kaewa ward. Machakos Kabiani to Nzaikoni Road
96.	Mavoko	Femapplex Building CO-OPERATIVE Bank. Old Mombasa Road
97.	Machakos Town	Machakos Town CDF Office, Utalii Road
98.	Mwala	Mwala Constituency P.O. Box 858-90100 Street:Kitui Road Makutano Market Machakos
99.	Makueni County Women Representative 17	Makueni Women Representative Office Punda Road Wote Nzuri Ward
100.	Mbooni	Mbooni Constituency Office Mbooni NG-CDF Building Kithungo/Kikima Road
101.	Kilome	Romwa Building Kasikeu Market, Kasikeu Road
102.	Kaiti	Kaiti NG-CDF Office. Wote-Machakos Road
103.	Makueni	Makueni NG-CDF office building

	County/Constituency	Location
		Opposite Makueni County Commissioner' s office Wote-Makindu Road
104.	Kibwezi West	Flabian Building, Kisayani-Kathyaka Road
105.	Kibwezi East	NG-CDF Tower, Kambu Town Nairobi-Mombasa Road
106.	Nyandarua County Women Representative 18	Nyandarua Women Representative Office Olkalou Catholic Church Olkalou Vatican Road Ol Kalou Town
107.	Kinangop	NG-CDF Building Cooperative -AIC Church road. Next to the Ministry of Agriculture.
108.	Kipipiri	Miharati Town DCC Office. Kinangop-Olkalou Road
109.	Ol Kalou	Nyandarua County Commissioner Ground. Gilgil-Olkalou Road
110.	Ol-Jorok	Ol jorok Constituency Office Ol joro orok NG-CDF office near DCC office. Ol joro orok Nakuru Road.
111.	Ndaragwa	Ndaragwa constituency office DCC complex building Ndaragwa town- NYERI Nyahururu Road
112.	Nyeri County Women Representative	Nyeri Women Representative Office Baden Powell Road Nyeri Town
113.	Tetu	Wamagana Center, Tetu NG-CDF Building Next to Wamagana Health Center Tetu.
114.	Kieni	Mama Naomi's House Opposite Naromoru Mosque. Naromoru Town Kiganjo Nanyuki Road.
115.	Mathira	Karatina Law Court AP Post- CDF Building
116.	Othaya	Othaya NG- CDF Othaya Building, Kanyange Road
117.	Mukurweini	Mukurweini

	County/Constituency	Location
		NG-CDF Office, Opposite Mukurweini Police Station
118.	Nyeri Town	NG-CDF Building. Ruringa Stadium-Boma Inn Road.
119.	Kirinyaga County Women Representative	Kirinyaga Women Representative Office Machere Building Kerugoya Town
120.	Mwea	Mwea East Sub-County DCC Office. Waruguru Road
121.	Githugu	NG-CDF Office, Kianyaga Town
122.	Ndia	Baricho Shopping Center CDF Office, Kagio Baricho Road.
123.	Kirinyaga Central	Kirinyaga central NG-CDF Office, kaitheri polytechnic Kerugoya Town
124.	Murang'a County Women Representative	Murang'a Women Representative office Philan Building Kenol Town
125.	Kangema	Kangema CDF office Building, Kangema
126.	Mathioya	Mathioya Sub-County HQ Compound. Kiria-Ini Town
127.	Kiharu	Ngeka Center ,Uhuru highway, Murang'a Town
128.	Kigumo	Kigumo NG-CDF Office. Kaharati-Kangari Road.
129.	Maragwa	Kenol, Kimororil Road, Chawaru Plaza
130.	Kandara	Kandara constituency Kandara Ng-CDF Building, Kandara town
131.	Gatanga	Gatanga NG-CDF offices. Maranda Town.
132.	Kiambu County Women Representative	Kiambu Women Representative Office Thaathi-Ini Estate Kirigiti Road Kiambu Kiambu
133.	Gatundu South	CDF Building opposite Equity Bank Gatundu. Kenyatta Road
134.	Gatundu North	NG-CDF Office Buildings Kamwangi Town next to DCC Office Gatundu North
135.	Juja	Juja City Hall Building, Juja Town,

	County/Constituency	Location
		Thika Road. Juja
136.	Thika town	Thika Town NG-CDF Office Buildings Section 9 Township ward
137.	Ruiru	Steja house, DO's road, off Mwihoko Road, Githurai 45
138.	Githunguri	NG-CDF Office buildings opposite DCC office, Githunguri Githunguri law court Road
139.	Kiambu	Kiambu Road NG - CDF Towers Opp. Kiambu Police Station
140.	Kiambaa	NG-CDF Kiambaa Office, Banana Hill Road.
141.	Kabete	Wangige level 4 hospital' Kiahuria road- DCC's office Kabete.
142.	Kikuyu	Kikuyu Sub-County Education Offices, Kikuyu Avenue, Kikuyu Road
143.	Limuru	Rock House Bata, Kihingo Road, Limuru Town
144.	Lari	Kimende Town MIAN Sub-County Offices Kimende-Kagwe Road.
145.	Turkana County Women Representative 23	Turkana Women Representative Office Nawoitorong Road Opposite Lodwar Hills Hospital, Lodwar.
146.	Turkana North	Building it is located in; - Turkana North NG-CDF Building Street/ Location - Lokitaung Todonyang Road-Lapur Ward
147.	Turkana West	Natumamong Women Groip Building Loki- Juba Road Lokichogio Town.
148.	Turkana central	NG-CDF Building Nawoitorong Road, Kanamkemer Ward
149.	Loima	Lorugum Ng-cdf Building Lorugum Centre, next to DCC's office.
150.	Turkana South	Lokichar Ward. Kitale-Lodwar Road
151.	Turkana East	AIC Lokori Building, Turkana East District. Lokori-Lokichar Road.
152.	West Pokot County Women Representative	West Pokot Women Representative Office Opposite Kilimo House Kapenguria West Pokot
153.	Kapenguria	NG- CDF Office Building GOVERNORS RESIDENCE ROAD
154.	Sigor	NG - CDF Office Building . Sigor Centre,

	County/Constituency	Location
		Weiwei Ward.
155.	Kacheliba	NG-CDF Office Building Makutano - Alale Road. Kapchok.
156.	Pokot South	Chepareria Centre, along A1 Kapenguria - Ortum - Lodwar Highway.
157.	Samburu County Women Representative 25	Samburu Women Representative Office KVDA Building Maralal, Maralal
158.	Samburu West	NG-CDF Offices Building, kenyatta avenue Maralal
159.	Samburu North	Deputy County Commissioner Grounds, Barago, along Baragoi-South Horr Road
160.	Samburu East	Archers Post Road/Catholic Church Road Wamba Town
161.	Trans Nzoia County Women Representative	Trans Nzoia Women Representative Office Opposite Ambwere Building Police Lane Street Kitale
162.	Kwanza	Kitale KFA building, Maziwa road next to Kenya Seed Headquarters. Kitale
163.	Endebess	Kongasis building, Endebess
164.	Saboati	Teachers Plaza, Kitale Town
165.	Kiminini	St Antony road, Milimani area, Kitale
166.	Cherangany	Kaplamai road Kitale
167.	Uasin Gishu County Women Representative	Uasin Gishu Women Representative Office Sagas Building Eldoret East Street Ainabkoi Kapsoya Ward
168.	Soy	Soy Constituency NG-CDF Offices, County Commissioners grounds,, Coca-Cola Road Kapsuswa Ward.
169.	Turbo	Turbo NG-CDF Offices, Cheramei Grounds, Along Eldoret-Malaba Highway
170.	Moiben	Moiben Constituency NG-CDF Offices,, Ainaptich estate, along Iten road Eldoret Town
171.	Ainabkoi	ET Center Ronald ngala Street, Eldoret
172.	Kapseret	Kapseret Sub County Building, Kapsabet Road Eldoret

	County/Constituency	Location
173.	Kesses	Jamboni road off Eldoret - Nairobi highway Eldoret
174.	Elgeyo/Marakwet county Women Representative	Elgeyo/Marakwet Women Representative Office. Boresha SACCO Iten Town
175.	Marakwet East	Marakwet East NG-CDF Office,next to Chesoi health center, Chesoi-Kapsowar road Chesoi
176.	Marakwet West	Marakwet West Constituency Office NG-CDF Plaza, Kapsowar
177.	Keiyo North	Keiyo North Constituency NG-CDF building,Iten Municipality, behind Huduma Centre Iten
178.	Keiyo South	Keiyo South NG-CDF Building, Eldoret-Eldama Ravine Road ,Nyaru Area - Chepkorio Ward
179.	Nandi County Women Representative 29	Nandi Women Representative Office Behind Transelite SACCO Opposite Kapsabet Police Station Chemundu Kapngetuny Ward
180.	Tinderet	Songhor, Maraba , off Kopere – Timboroa road Tinderet
181.	Aldai	Aldai Constituency NG- CDF Offices, Kobujoi area - Kobujoi Ward
182.	Nandi Hills	Kirui Complex, Henry Kosgei street, Nandi hills
183.	Chesumei	Chesumei Constituency NG-CDF Building, Chemundu Sub-County Headquarters, Baraton Road
184.	Emgwen	Emgwen Constituency Office, East view Namgoi, along Eldoret-Kapsabet highway, Kapsabet
185.	Mosop	Lel building, Rivertex-Kipkaren Road Selia
186.	Baringo County Women Representative	Baringo Women Representative Office Kipnyekwei Building Kabarnet-Kabartonjo Road Kabarnet Ward Kabarnet Town
187.	Tiaty	Opposite DCC Office, Chemolingot Township Tiaty West Sub-County.
188.	Baringo North	Baringo North Constituency NG-CDF Office Building, Kabartonjo
189.	Baringo Central	Diwani building along Church road, Kabarnet
190.	Baringo South	Baringo South Constituency NG-CDF building, Marigat Inn road
191.	Mogotio	Mogotio Constituency NG- CDF Office Building, Kipsogon Road, Next to DCC's Office

	County/Constituency	Location
192.	Eldama Ravine	Chambai hot springs building along Eldama Ravine- Road , Eldama Town
193.	Laikipia County Women Representative 31	Laikipia County Women Representative Mount Kenya Road Nanyuki Town
194.	Laikipia West	Laikipia West Constituency NG-CDFOffice Building, Nyahururu Area, Igwamiti Ward
195.	Laikipia East	Laikipia East Constituency NG-CDFOffice Building, Kenyatta street, Next to ACK Church
196.	Laikipia North	Butson building, Nanyuki Hospital road , Nanyuki
197.	Nakuru County Women Representative 32	Nakuru Women Representative Office Christ The King Cathedral Ronald Ngara Road Biashara Ward Nakuru Town
198.	Molo	Molo Constituency NG-CDF Office Building, Molo Deputy County Commissioner's Compound, Molo Town
199.	Njoro	Njoro constituency Office, NG-CDF /DCC offices Homecraft Road Njoro
200.	Naivasha	Municipal park, Naivasha town
201.	Gilgil	Gilgil NG- CDF Offices, Gilgil-Nyahururu Road Gilgil
202.	Kuresoi South	Kuresoi South NG-CDF building Keringet, Molo-Olenguruone road
203.	Kuresoi North	Kuresoi North NG-CDF Offices, Sirikwa, highland road.
204.	Subukia	lari complex, along Nakuru nyahururu road, subukia ward. Subukia Township
205.	Rongai	Rongai Constituency NG-CDF Offices, Kambi ya moto, - Kabarak road Eldama-Ravine
206.	Bahati	Bahati NG-CDF Office Buildings, Bahati Kiamaina War, Along Nyahururu Road
207.	Nakuru Town West	Nakuru, kolen road, Shabab Ward.
208.	Nakuru Town East	Nakuru Town , Free Area Chief's Office , Oginga Odinga Road
209.	Narok County Women Representative 33	Narok Women Representative Office Lenana Street Narok Town
210.	Kilgoris	Kilgoris NG-CDF Office Buildings Kilgoris-Kisii Road Kilgoris Town

	County/Constituency	Location
211.	Emurua Dikirr	Emurua Dikir NG-CDF Office Building, Dikir area, Ilkerin Ward
212.	Narok North	Narok North NG-CDF Building ,next to Narok Refferal Hospital Narok
213.	Narok East	Mara resort building along Narok road. Suswa
214.	Narok South	Narok South NG-CDF Offic Buildings, Olulung'a Centre, Narok
215.	Narok West	Narok West NG-CDF office Buildings, Lemek- Mara road
216.	Kajiado County Women Representativecounty	Kajiado Women Representative Office Bamako Close near Asyania Gardens Rongai
217.	Kajiado North	Rescom house (National bank building) Ongata Rongai
218.	Kajiado Central	Kajiado Central NG-CDF office Buildings Opposite County Commisioner's Office, Kajiado
219.	Kajiado East	Kajiado East Constituency NG-CDF Building,DO's ground, Along Namanga Road Kitengela
220.	Kajiado West	Kajiado West NG-CDf office ,Keekonyokie ward, Kisamis
221.	Kajiado South	Next To DEB Loitokitok Primary school, Off Emali Loitokitok Road Loitokitok
222.	Kericho County Women Representative 35	Kericho Women Representative Office Bethany Building Temple Road Kericho
223.	Kipkelion East	Londiani Junction, Kisumu highway, Londiani
224.	Kipkelion West	Kipkelion West NG-CDF Building, Kipkelion
225.	Ainamoi	Ainamoi Center, Poiywek Road, Ainamoi
226.	Bureti	Bureti constituency NG-CDF Building, opposite Bureti DDC Offices, along Kericho-kisii road Litein
227.	Belgut	Sosiot along Sosiot - Chepnyogaa road

	County/Constituency	Location
228.	Sigowet/Soin	Sigowet center Sigowet
229.	Bomet County Women Representative 36	Bomet Women Representative Office Governor's Office Road Opposite Siloam Hospital
230.	Sotik	Sotik Constituency NG-CDF Offices, Sotik -Kericho Road Sotik
231.	Chepalungu	Chepalungu Constituency NG- CDF Building,opposite Bomwai Building Siongiroi
232.	Bomet East	Bomet East NG-CDF Offices, Longisa market, Narok-Bomet road Longisa
233.	Bomet Central	Stegro Plaza, Silibwet-Litein road
234.	Konoin	Konoin NG-CDF Building Mogogosiek-Litein Road Mogogosiek
235.	Kakamega County Women Representative37	Kakamega Women Representative Office Amalemba National Housing Kakamega-Kisumu Road Kakamega Town
236.	Lugari	Parklands Building , Hospital Road, Lumakanda Town
237.	Likuyani	Likuyani NGCDF Office Building , next to Likuyani DCC office Eldoret- Kitale Road, Kongoni Junction
238.	Malava	Malava NGCDF Office Building, Kakamega-Webuye Road Malava Township
239.	Lurambi	Next to ABSA Bank Kakamega Town
240.	Navakholo	Navakholo NGCDFOffice Building. Navakholo Main Market, Malava - Shianda Road
241.	Mumias West	Mumias West NGCDF Office Building, along Mumias- Bungoma Road. Mumias Town
242.	Mumias East	Shianda , Mumias NGCDF Office Building
243.	Matungu	Matungu NGCDF Office Building Matungu Centre, Mumias- Busia Road
244.	Butere	Off Mumias-Buyangu Road , Butere Town
245.	Khwisero	Buyangu-Ekero Road, Khumalo Stage
246.	Shinyalu	Shinyalu NGCDF Office , Khalisia House, Shinyalu Market
247.	Ikolomani	Sigalagala-Butere Road, Malinya Market
248.	Vihiga County Women Representative 38	Vihiga Women Representative Office Cherry House Building, Kisumu-Kakamega Road

	County/Constituency	Location
249.	Vihiga	Majengo, Luanda Road Near Vihiga Police Station
250.	Sabatia	Sabatia NGCDF Building Sabatia Sub County Headquarters, Kapsabet -Chavakali Road
251.	Hamisi	Next to Tambua ACC office, Jebrouk Centre, Jebrouk-Serem Road
252.	Luanda	Luanda NG-CDF Building, adjacent to Emutusa Primary School, Emutusa area, Wemilabi Ward.
253.	Emuhaya	Emuhaya NGCDF Building, Itumbu area, Luanda
254.	Bungoma County Women Representative 39	Bungoma Women Representative Office Ministry of Housing Land Ndengelwa Market Bukembe West Ward
255.	Mt Elgon	Kapsokwony, Kaptama Town
256.	Sirisia	
257.	Kabuchai	Kabuchai Constituency Office, Tobias Building , Chwele Market Chwele.
258.	Bumula	Bumula NGCDF Building , Bumula Centre Musikoma - Mateka Bumula Road
259.	Kanduyi	Kanduyi NGCDF Building Kanduyi Market Webuye-Malaba Road
260.	Webuye East	Next to KMTC, Webuye Town
261.	Webuye West	Webuye West Constituency Office . Matisi, Webuye-Bungoma Road
262.	Kimilili	Kimilili NGCDF Building next to Kimilili District Hospital towards Chwele
263.	Tongaren	Kitale Road, Past Mfupi market, Mukuyuni area
264.	Busia County Women Representative 40	Busia Women Representative Office Tanaka Hospital Road Busia
265.	Teso North	Teso North NGCDF building next to Amagoro Police Patrol Base
266.	Teso South	Amukura, Teso Central Sub County, Nambale-Malaba Road
267.	Nambale	Thorn and Thatch road ,Nambale Mosque, Nambale Town
268.	Matayos	Maccavvan Building Mundika Market, Kisumu-Busia Road
269.	Butula	Butula NGCDF building, next to Butula High School Kisumu-Busia Road
270.	Funyula	Funyula NGCDF Building , Near Funyula Police Station, Funyula Town

	County/Constituency	Location
271.	Budalangi	Channa Building , Budalangi Market
272.	Siaya County Women Representative 41	Siaya Women Representative Office Siaya Hospital Road Siaya Township Ward Siaya
273.	Ugenya	Ugenya Constituency Office, After Ugenya NGCDF Building, Sega town
274.	Ugunja	NGCDF Building , Nyasanda- Ugunja Ring Road
275.	Alego Usonga	Alego Usonga NGCDF Building, Siaya -Rabango Road
276.	Gem	Gem NGCDF Building Wagai Centre , Luanda -Siaya Road
277.	Bondo	Bondo Town, Bondo NGCDF Building opposite Bondo Post Office
278.	Rarieda	Ndori - Luanda Kotieno Road NGCDF office next to Aram Market
279.	Kisumu County Women Representative	Kisumu Women Representative Office Tom Mboya Estate, Next to Golden Elites Academy Nyerere Road
280.	Kisumu East	NG CDF office, opposite Kunya Primary School Kibos
281.	Kisumu West	Kisumu Busia Highway, Ojola Centre ,South West Ward Kisumu West NGCDF office , next to Kisumu West DCC office
282.	Kisumu Central	Tom Mboya Estate Behind Golden Elites Academy, Nyerere Road
283.	Seme	Seme NGCDF Building, Behind Seme DCC office. Kisumu Kombewa Road, Kombewa town
284.	Nyando	Ahero Town , behind Tuugane, Nyando NGCDF office building
285.	Muhoroni	Muhoroni NCDF Building , Next to Muhoroni DCC office/Chemelil Railways Station. Off Awasi Nandi hills road before Railways Crossing
286.	Nyakach	Katito -Kendu Road, Pap Onditi Junction , Nyakach NGCDF Building
287.	Homa Bay County Women Representative 43	Homa Bay Women Representative Office Opposite Department of Public Health Homa Bay County
288.	Kasipul	Oyugis town , Behind Virgin Lake Hotel
289.	Kabondo kasipul	office, Kisumu- Kisii Road Nyamira Junction Centre
290.	Karachuonyo	Pala Market , Pala Society grounds Constituency Office
291.	Rangwe	Rangwe NGCDF office Building, Opposite Rangwe Primary School, Rangwe Town
292.	Homa Bay Town	HomaBay Town Opposite Homabay High School adjacent to Homabay Primary School
293.	Ndhiwa	Ndhiwa Multipurpose Hall , Rodi- Sori Road .

	County/Constituency	Location
		Ndhiwa Town.
294.	Mbita	Suba North NGCDF office opposite Kenya Women Finance Trust off ICIPE junction
295.	Suba South	Magunga town , Next to Police Station
296.	Migori County Women Representative 44	Migori Women representative Office Kimaiga Building Migori Kisii Road Migori Town
297.	Rongo	Rongo NGCDF building next Rongo DCC office, Rongo Town
298.	Awendo	Awendo NGCDF Building next To Awendo DCC office
299.	Suna East	Suna East NGCDF office, Posta Roundabout-Huduma Centre Road next to IEBC offices
300.	Suna West	Suna West Constituency Office Piny Oyie , Wasibete,
301.	Uriri	Migori Kisii Highway, Uriri Centre ,Outreach Centre building
302.	Nyatike	Wath Onger Centre NGCDF office
303.	Kuria West	Kehancha Town behind Law Court
304.	Kuria East	Kuria East NGCDF building Opposite DCC office ,Kegonga Town
305.	Kisii County Women Representative	Kisii Women representative Office GBV Centre Daraja Moja Street Kisii Town
306.	Bonchari	Bonchari Constituency NGCD Building, Suneka Town Kisii-Migori Road
307.	South Mugirango	South Mugirango NGCDF Building, Nyamarambe
308.	Bomachoge Borabu	Bomachoge Borabu NG-CDF Building, Kenyanya
309.	Bobasi	Next to Nyamache DCC office
310.	Bomachoge Chache	Bomachoge Chache NGCDF office Tendere Area, Kisii Kilgoris Road
311.	Nyaribari Masaba	Nyaribari Masaba NGCDF building Masaba South Sub County Hqts, Masimba Town
312.	Nyaribari Chache	Nyaribari Chache NGCDF building Kisii- Nairobi Highway Keumbu Town
313.	Kitutu Chache North	Vumilia Flats Marani
314.	Kitutu Chache South	Kisii-Migori Highway, Adjacent To Bosongo Hospital Kisii Town
315.	Nyamira County Women Representative	Nyamira Women Representative Office Risda Building Nyagoso Road NYAMIRA
316.	Kitutu Masaba	Kitutu Masaba NGCDF Building, Tombe
317.	West Mugirango	NG CDF building

	County/Constituency	Location
		Nyamira Town
318.	North Mugirango	Opposite Ekerenyo ACC office , Ekerenyo Centre Nyamira Kericho Road
319.	Borabu	Borabu Constituency Office Borabu NGCDF Building, DCC street
320.	Nairobi County Women Representative	Nairobi Women Representative Office: Komarock Sector One Kangaru Road
321.	Westlands	Gitwamba Lane, Kyuna Crescent, Kyuna Estate
322.	Dagoretti North	House |No 24Mji-kenda Road Lavington
323.	Dagoretti South	Dagoreti DCC compound, Kawangware.
324.	Langatta	Langata DDC office Next to Wilson Airport
325.	Kibra	Off Kibra Drive , Opposite Kibra Huduma Centre
326.	Roysambu	Ridgeville Gardens House Ridgeways road, opposite jacaranda close
327.	Kasarani	Kasarani NGCDF Building Off Kangundo Road next to Njiru Chiefs Camp
328.	Ruaraka	Matigari Building, Ruaraka-Outer ring Road
329.	Embakasi South	Nyayo Embakasi Gate D Road Village Market , Lemara Hotel
330.	Embakasi North	Living Good Building, Adjacent to KCB Bank/KWFT Bank, Nyayo Embakasi Gate D Road Outer Ring Road Kariobangi North
331.	Embakasi Central	Embakasi Central NGCDF Building, Tushauriane Stage, Spine Road
332.	Embakasi East	East Donholm , Sunrise Estate Phase 3 House 1600
333.	Embakasi West	Umoja 1, Peacock Stage , House E118
334.	Makadara	KCB Building, Jogoo Lane , Off Jogoo Road
335.	Kamukunji	Kamukunji DCC Building, Digo Road
336.	Starehe	Starehe NGCDF Building , Kinyanjui Street, Kariakor , Nairobi
337.	Mathare	Juja Road DCC Compound





REPUBLIC OF KENYA
THIRTEENTH PARLIAMENT- THIRD SESSION (2024)
THE NATIONAL ASSEMBLY

IN THE MATTER OF ARTICLES 118(1)(b); 145(1); 150 (1)(b) and (2) OF THE CONSTITUTION
AND
IN THE MATTER OF CONSIDERATION OF THE SPECIAL MOTION FOR THE REMOVAL FROM OFFICE, BY IMPEACHMENT, OF H. E. RIGATHI GACHAGUA, THE DEPUTY PRESIDENT OF THE REPUBLIC OF KENYA

NOTIFICATION OF EXTENSION OF PUBLIC PARTICIPATION

WHEREAS, Article 118(1)(b) of the Constitution requires Parliament to facilitate public participation and involvement in its legislative and other business;

AND WHEREAS, a Notice of a Special Motion for the removal from office, **by impeachment**, of **H. E Rigathi Gachagua**, the Deputy President of the Republic of Kenya in accordance with Articles 145 (1) and 150(1)(b) and (2) of the Constitution, and National Assembly Standing Orders 64 and 65, was given in the National Assembly by the **Hon. Eckomas Mwengi Mutuse, OGW, MP**, on **Tuesday, 1st October, 2024;**

NOTING that the High Court of Kenya sitting at Kerugoya acknowledged the public hearings of 4th October, 2024, and further ordered that that the National Assembly *organize similar public hearings closer to the citizens at least at constituency level on each constituency in Kenya to enable the constituents of Members of Parliament responsible for the impeachment process nationally to engage with and participate on hearings and/ or any other suitable modes by which citizens at that level can participate and offer their representations.*

NOW THEREFORE, further to the notification of public hearings, and invitation to submit views on the Special Motion for the removal from office, **by impeachment,** of H. E. Rigathi Gachagua, the Deputy President of the Republic of Kenya, in **public hearings** held on **Friday, 4th October, 2024, IT IS NOTIFIED** to the general public that—

(1) Further to the public participation exercise which commenced on 2nd October, 2024, and the collection of views across the Venues and Constituency/County Women Representative Offices on **4th October, 2024**, the 290 Constituency Offices and 47 County Women Representative Offices of all Members of the National Assembly, which are offices under the Parliamentary Service Commission, **shall remain open** on Saturday, 5th October, 2024 from 8.00 am to 5.00pm to facilitate further public participation on the Special Motion.

(2) Members of the public may submit their views relating to the Special Motion to the aforesaid respective Constituency/County Woman Representative Offices for onward transmission to the **Office of the Clerk of the National Assembly.**

(3) For clarity—

(a) The 290 Constituency Offices are located in each respective Constituency;

(b) The 47 County Women Representative Offices for Members of the National Assembly are located in each respective County;

(c) All 290 Constituency Offices for Members of the National Assembly and 47 County Women Representative Offices for Members of the National Assembly are Offices under the Parliamentary Service Commission; and

(d) Members of the public may also continue forwarding their views to the **Clerk of the National Assembly, P.O. Box 41842-00100, Nairobi**; delivering by hand to the Office of the Clerk, Main Parliament Buildings, Nairobi; or by emailing to impeachment@parliament.go.ke to be received on or before Saturday, 5th October, 2024 at 5.00 p.m.

(4) A **Public Views Template** providing guidance on the form of submission to be received continued to be **available** on http://parliament.go.ke/index.php/impeachment-motion-public-participation-template-form and physically at each Constituency/ County Office. For the avoidance of doubt, the **Template** may be filled and submitted in either **colour** or **black and white** for onward transmission to the Office of the Clerk.

(5) Copies of the Special Motion stating the grounds for removal and particulars of the allegations together with the relevent documents, may be downloaded from the parliamentary website www.parliament.go.ke.

S. NJORODE, CBS
CLERK OF THE NATIONAL ASSEMBLY
4th October, 2024

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REPUBLIC OF KENYA

MANDERA COUNTY ASSEMBLY
THIRD ASSEMBLY - THIRD SESSION

NOTICE TO THE ACADEMIC AND THE GENERAL PUBLIC ON APPROVAL VETTING

Pursuant to the provisions of Article 178(1)(b) of the Constitution of Kenya 2010, as read together with section 25 Governments Act 2012 and Standing Order No. 197(1), Mandera County Assembly invites the following persons nominated to the position of Member County Executive Committee Member for Mandera County Government to appear before the Committee on Appointments at Mandera County Assembly for vetting as per the schedule here under

Pursuant to the provision of Article 100 of the Constitution and section 7 (1) & (2) of the Public Appointments (County Association Approval) Act No 5 of 2017, the general public is hereby notified that the Committee on Appointments shall conduct approval hearing for the below named persons nominated for appointment as County Executive Committee Members as per the schedule below; -

NO.	NAME	GENDER	NOMINATED POSITION	DATE	TIME
1	Mumina Hafar Musa	(M/F/T/H)	Special Development	Committee Room 1	9:00am

The nominees is required to collect vetting forms from the office of the Clerk Mandera County Assembly during official working hours or download form the Assembly Website www.manderacountyassembly.go.ke and return together with duly certified copies of the following documents on or before Wednesday 9th October 2024 at 10:00am.

1. ID Card or passport
2. Tax Kenyan Pin
3. Valid Compliance certificate from Kenya Revenue Authority (KRA)
4. Valid Clearance certificate from Higher Education Loan Board (HELB)
5. Duly filled Ethics and Anti-Corruption Commission(EACC) self-declaration form
6. Valid Clearance certificate from Directorate of Criminal Investigation (DCI)
7. Valid Clearance from respective political parties (where applicable)
8. Valid Clearance certificate from Credit Reference Bureau(CRB)
9. Accreditation from commission of University education for foreign degrees (where applicable)

The nominee is advised to bring the originals of the above mentioned documents on the vetting day.

Members of the public are invited to submit any information memorandum on the suitability or otherwise of the candidate for appointment to the portfolio nominated for.

The submission(s) may be made in writing, oral statements or affidavits and may be accompanied by any documentary evidence. The submission(s) can be sent to the Office of the Clerk by either hand delivery or email address: clerk@manderacountyassembly.go.ke on or before Thursday 10th October 2024 at noon.

SAMUEL KAMAU
CLERK MANDERA COUNTY ASSEMBLY



REPUBLIC OF KENYA
THIRTEENTH PARLIAMENT- THIRD SESSION (2024)
THE NATIONAL ASSEMBLY

IN THE MATTER OF ARTICLES 110(1)(b); 145(1); 150 (1)(b) and (2) OF THE CONSTITUTION

AND

IN THE MATTER OF CONSIDERATION OF THE SPECIAL MOTION FOR THE REMOVAL FROM OFFICE, BY IMPEACHMENT, OF H. E. RIGATHI GACHAGUA, THE DEPUTY PRESIDENT OF THE REPUBLIC OF KENYA

NOTIFICATION OF EXTENSION OF PUBLIC PARTICIPATION

WHEREAS, Article 118(1)(b) of the Constitution requires Parliament to facilitate public participation and involvement in its legislative and other business;

AND WHEREAS, a Notice of a Special Motion for the removal from office, **by impeachment**, of **H. E Rigathi Gachagua**, the Deputy President of the Republic of Kenya in accordance with Articles 145 (1) and 150(1)(b) and (2) of the Constitution, and National Assembly Standing Orders 64 and 65, was given in the National Assembly by the **Hon. Echaraus Mwengi Mutuse, OGW, MP**, on **Tuesday, 1st October, 2024**;

NOTING that the High Court of Kenya sitting at Kerugoya acknowledged the public hearings of 4th October, 2024, and further ordered that that the National Assembly *organize similar public hearings closer to the citizens at least at constituency level on each constituency in Kenya to enable the constituents of Members of Parliament responsible for the impeachment process nationally to engage with and participate on hearings and/ or any other suitable modes by which citizens at that level can participate and offer their representations.*

NOW THEREFORE, further to the notification of public hearings, and invitation to submit views on the Special Motion for the removal from office, **by impeachment**, of H. E. Rigathi Gachagua, the Deputy President of the Republic of Kenya, in **public hearings** held on **Friday, 4th October, 2024, IT IS NOTIFIED** to the general public that—

(1) Further to the public participation exercise which commenced on 2nd October, 2024, and the collection of views across the Venues and Constituency/County Women Representative Offices on **4th October, 2024**, the 290 Constituency Offices and 47 County Women Representative Offices of all Members of the National Assembly, which are offices under the Parliamentary Service Commission, **shall remain open** on Saturday, 5th October, 2024 from 8.00 am to 5.00pm to facilitate further public participation on the Special Motion.

(2) Members of the public may submit their views relating to the Special Motion to the aforesaid respective Constituency/County Women Representative Offices for onward transmission to the **Office of the Clerk of the National Assembly.**

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(d) Members of the public may also continue forwarding their views to the **Clerk of the National Assembly, P.O. Box 41842-00100, Nairobi**; delivering by hand to the Office of the Clerk, Main Parliament Buildings, Nairobi; or by emailing to impeachment@parliament.go.ke to be received on or before Saturday, 5th October, 2024 at 5.00 p.m.

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(5) Copies of the Special Motion stating the grounds for removal and particulars of the allegations together with the relevant documents, may be downloaded from the parliamentary website www.parliament.go.ke.

S. NJOROGE, CBS
CLERK OF THE NATIONAL ASSEMBLY
4th October, 2024

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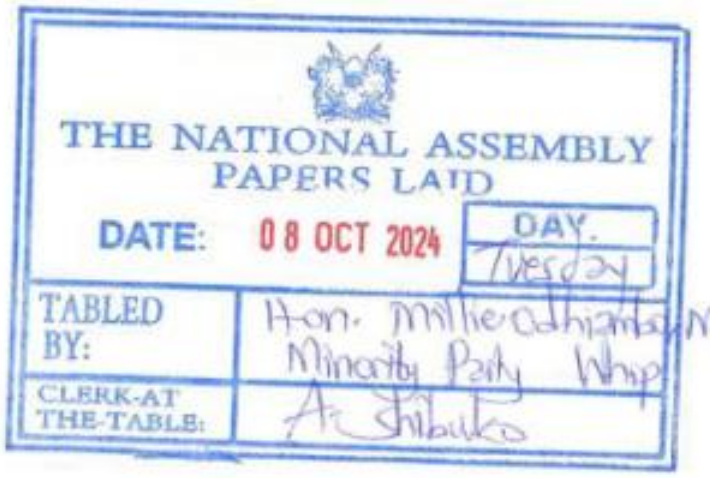
ANNEXURE 6

6A - ENGLISH PUBLIC VIEWS TEMPLATE

6B - KISWAHILI PUBLIC VIEWS TEMPLATE



6A

[OCTOBER, 2024]

THIRTEENTH PARLIAMENT – (THIRD SESSION)
THE NATIONAL ASSEMBLY

IN THE MATTER OF CONSIDERATION OF THE SPECIAL MOTION FOR THE PROPOSED REMOVAL FROM OFFICE, BY IMPEACHMENT, OF THE DEPUTY PRESIDENT OF THE REPUBLIC OF KENYA

PUBLIC VIEWS TEMPLATE

(Pursuant to Articles 1(2), 10(2)(A) And 118 of the Constitution)

Section A — Personal Information

1. Full Name: _____
2. Gender: _____
3. Constituency: _____
4. County: _____
5. Identification No. (*National ID/Passport/Kenyan Driving Licence*): _____

Section B — Views on the proposed Impeachment Motion

6. What are your views on the Motion? (*Tick appropriate*)

☐ I support

☐ I do not support

☐ Other (*specify*)_____

7. If in support, specify the ground(s) that you agree with as particularized in the Motion and summarized below (*Tick appropriate*)—

☐ **Gross Violation of Articles 10 (2) (a), (b) and (c); 27 (4), 73 (1) (a) and (2) (b); 75 (1) (c), and 129 (2) of the Constitution and Articles 147 (1), as read with Article 131 (2) (c) and (d) of the Constitution.** The Special Motion alleges that H. E. the Deputy President has significantly undermined national unity and the peaceful coexistence of Kenya's diverse communities by persistently making inflammatory and inciteful utterances threatening to discriminate, exclude and unlawfully deny sections of the people of Kenya and regions of the Republic of Kenya equal opportunities for public service appointments and allocation of public resources.

☐ **Gross Violation of Articles 147 (1) and 152 (1) of the Constitution by undermining the President and the Cabinet and the effective discharge of the national government's executive mandate.** The Special Motion alleges that H. E. the Deputy President has made unilateral public statements inconsistent with policy positions collectively adopted by the Government and contradicted the President on critical matters of governance and the exercise of the President's function as a symbol of national unity.

☐ **Gross Violation of Articles 6 (2), 10 (2) (a), 174, 186 (1), 189 (1) and the Fourth Schedule to the Constitution by undermining Devolution.** The Special Motion alleges that H. E. the Deputy President interfered with the running of Nairobi City County Government by inciting citizens against lawful directives of the County Government on the planning and relocation of markets and publicly disparaging the leadership of the County Government and its decisions.

☐ **Gross Violation of Article 160 (1) of the Constitution by undermining the Institutional and Decisional Independence of Judges.** The Special Motion alleges that H. E. the Deputy President has undermined the institutional and decisional independence of a judge through public attacks on a judge of the High Court of Kenya and falsely threatening to file a petition for the removal of the said Judge in a matter in which he was a party.

☐ **Gross Violation of Articles 3 (1) and 148 (5) (a) of the Constitution by breaching his Oath of Office and Allegiance.** The Special Motion alleges that H. E. the Deputy President breached his Oath of Office and Allegiance on account of the utterances and actions attributed to the Deputy President under Grounds (1), (2), and (3) of the Special Motion.

☐ **Serious reasons to believe that H. E the Deputy President has committed crimes under sections 13 (1) (a) and 62 of the National Cohesion and Integration Act.** The Special Motion alleges that H. E the Deputy President has persistently made inflammatory, reckless, and inciteful public utterances over the last two years in contravention of the law.

☐ **Serious reasons to believe that H.E. the Deputy President has committed gross economic crimes, under sections 45 (1), 46, 47A (3), and 48 (1) of the Anti-Corruption and Economic Crimes Act and sections 2, 3, 4, and 7 of Proceeds of Crime and Anti-Money Laundering Act.** The Special Motion alleges that H. E., the Deputy President, has committed gross economic crimes, namely, conflict of interest, abuse of office, and conspiracy to commit crimes by inexplicably amassing property estimated at Kshs. 5.2 billion that is incompatible with his known legitimate income; and by trading with the Office of the Deputy President through proxies.

☐ **Serious reasons to believe that H. E. the Deputy President has committed crimes by continuously misleading members of the public through false, malicious, divisive and inciteful remarks that are contrary to the provisions of section 132 of the Penal Code and section 29 of the Leadership and Integrity Act.**

☐ **Gross Misconduct that is incompatible with the high calling and dignified status of the Office of the Deputy President and member of the Cabinet and the National Security Council.** The Special Motion alleges that H. E. the Deputy President has publicly attacked and undermined the work of the National Security Intelligence Service and its Officers.

☐ **Gross Misconduct by openly or publicly insubordinating the President, who is the Head of State and Government.**

☐ **Gross Misconduct by persistently bullying state and public officers.** The Special Motion alleges that H. E. the Deputy President has, over the past two years, persistently bullied State and public officers.

SIGNED _____ **DATE:** _____ **October, 2024**

Instructions:

**Download and fill this Template. Filled Templates may be delivered to a Venue/Collection Centre indicated in the Schedule of Public Hearings on 4th October, 2024 or forwarded to the Clerk of the National Assembly, P.O. Box 41842-00100, Nairobi; hand-delivered to the Office of the Clerk, Main Parliament Buildings, Nairobi; or emailed to impeachment@parliament.go.ke to be received on or before Saturday, 5th October, 2024 at 5.00 p.m.*

Appreciation: The National Assembly appreciates your participation in this process.

[OKTOBA, 2024]

BUNGE LA KUMI NA TATU – KIPINDI CHA TATU (2024)
BUNGE LA TAIFA

KWA MUJIBU WA USHUGHULIKIAJI WA HOJA MAALUM YA KUONDOLEWA OFISINI KUPITIA MASHTAKA KWA NAIBU RAIS WA JAMHURI YA KENYA

FOMU YA MAONI YA UMMA

(Kwa mujibu wa Ibara 1(2), 10(2)(A) na 118 za Katiba)

Sehemu ya A: Taarifa za Kibinafsi

1. Jina: _____
2. Jinsia: _____
3. Eneobunge_____
4. Kaunti_____
5. Nambari ya *(Kitambulisho/Pasipoti/Leseni ya Udereva ya Kenya)*_____

Sehemu ya B: Maoni kuhusu pendekezo la Hoja Maalum ya kumwondoa ofisini Naibu Rais

6. Je, maoni yako kuhusu Hoja hii ni yapi? *(Weka alama)*

☐ Ninaunga mkono

☐ Ninapinga.

☐ Mengine (Eleza) _____

_____

7. Ikiwa unaunga mkono, taja msingi au misingi unayokubaliana nayo kwenye Hoja Maalum kama ilivyofupishwa hapa chini. *(Weka alama kwa misingi unayokubaliana nayo)*—

☐ **Ukiukaji Mkubwa wa Ibara 10(2)(a), (b) na (c); 27(4), 73(1)(a) na (2)(b); 75(1)(c), 129(2) na 147(1) za Katiba, zikisomwa na Ibara 131(2)(c) na 131(2)(d) za Katiba.** Hoja Maalum inadai kwamba Mhe. Naibu Rais amekuwa akitoa kauli zinazotisha kubagua, kutenga na kinyume cha sheria kunyima baadhi ya Wakenya na maeneo ya Jamhuri ya Kenya fursa sawa kupitia teuzi za huduma kwa umma na ugavi wa rasilimali za umma.

☐ **Ukiukaji Mkubwa wa Ibara 147(1) na 152(1) za Katiba kwa kuhujumu Rais, Baraza la Mawaziri, na utekelezaji mzuri wa mamlaka kuu ya serikali kuu ya taifa.** Hoja Maalum inadai kwamba Mhe. Naibu Rais ametoa kauli za kupendelea upande mmoja hadharani, kauli zinazopingana na misimamo ya kisera iliyopitishwa na Serikali, na kukinzana na Rais kuhusu masuala muhimu ya utawala na utekelezaji wa kazi ya Rais kama ishara ya umoja wa taifa.

☐ **Ukiukaji Mkubwa wa Ibara 6(2), 10(2)(a), 174, 186(1), 189(1) na Nyongeza ya Nne ya Katiba kwa kuhujumu Ugatuzi.** Hoja Maalum inadai kwamba Mhe. Naibu Rais aliingilia uendeshaji wa Serikali ya Kaunti ya Jiji la Nairobi kwa kuchochea wananchi dhidi ya maagizo halali ya Serikali ya Kaunti kuhusu upangaji na uhamishaji wa masoko na akadhalilisha hadharani uongozi wa Serikali ya Kaunti na maamuzi yake.

☐ **Ukiukaji Mkubwa wa Ibara ya 160(1) ya Katiba kuhusu Uhuru wa Kiasasi na Uamuzi wa Majaji.** Hoja Maalum inadai kwamba Mhe. Naibu Rais amehujumu uhuru wa kiasasi na kimaamuzi wa majaji kwa kumshambulia hadharani jaji wa Mahakama Kuu ya Kenya na kutoa vitisho vya uongo kwamba atawasilisha ardhilhali ya kumwondoa jaji huyo katika kesi inayomhusu Naibu wa Rais.

☐ **Ukiukaji Mkubwa wa Ibara 3(1) na148(5)(a) ya Katiba kuhusu Uaminifu kwa Kiapo cha Uadilifu na Utiifu.** Hoja Maalum inadai kwamba Mhe. Naibu Rais alivunja Kiapo chake cha Uadilifu na Utiifu kupitia matamshi na matendo yanayohusishwa na Naibu Rais kulingana na Misingi (1), (2), na (3) ya Hoja Maalum.

☐ **Sababu za dhati za kuamini kwamba Mhe. Naibu Rais ametenda makosa ya jinai kwa mujibu wa vifungu 13 (1) (a) na 62 vya Sheria ya Uwiano na Utangamano wa Kitaifa.** Hoja Maalum inadai kwamba Mhe. Naibu Rais amekuwa akitoa matamshi ya kuhamakisha, yasiyo na uwajibikaji, na ya uchochezi hadharani katika miaka miwili iliyopita kinyume na sheria.

☐ **Sababu za dhati za kuamini kuwa Mhe. Naibu Rais ametenda makosa makubwa ya jinai ya kiuchumi kwa mujibu wa vifungu 45(1), 46, 47(a) (3), na 48(1) vya Sheria ya Kupambana na Ufisadi na Uhalifu wa Kiuchumi na vifungu vya 2, 3, 4, na 7 vya Sheria ya Mapato ya Uhalifu na Kupambana na Utakatishaji wa Pesa.** Hoja Maalum inadai kwamba Mhe. Naibu Rais ametenda makosa makubwa ya jinai ya kiuchumi ambayo ni mkinzano wa kimasilahi, matumizi mabaya ya mamlaka, kupanga njama ya kutenda makosa ya jinai kwa kujilimbikizia mali yenye thamani ya takriban shilingi bilioni 5.2 za Kenya kwa njia zisizoelezeka na ambayo hailingani na mapato yake halali yanayojulikana, na kwa kufanya biashara na Ofisi ya Naibu Rais kupitia kwa mawakala.

☐ **Sababu ya dhati ya kuamini kwamba Mhe. Naibu Rais ametenda makosa ya jinai kwa kuendelea kupotosha umma kupitia matamshi ya uongo, yenye nia mbaya, yanayoleta utengano na uchochezi kinyume na masharti ya kifungu cha 132 cha Kanuni ya Adhabu na kifungu cha 29 cha Sheria ya Uongozi na Uadilifu.**

☐ **Utovu Mkubwa wa Nidhamu unaokinzana na hadhi ya Ofisi ya Naibu Rais, mjumbe wa Baraza la Mawaziri, na mjumbe wa Baraza la Usalama la Taifa.** Hoja Maalum inadai kwamba Mhe. Naibu Rais ameshambulia hadharani na kuhujumu kazi ya Huduma ya Usalama wa Taifa na Ujasusi, na maafisa wake.

☐ **Utovu Mkubwa wa Nidhamu kwa kumkaidi Rais, ambaye ni Kiongozi wa Taifa na Serikali, wazi na hadharani.**

☐ **Utovu Mkubwa wa Nidhamu kwa kuendelea kusuta maafisa wa serikali na wa umma.** Hoja Maalum inadai kwamba Mhe. Naibu Rais, kwa miaka miwili iliyopita, amekuwa akiwasuta maafisa wa serikali na umma.

SAINI _____ **TAREHE:** _____ **Oktoba 2024**

Maagizo:

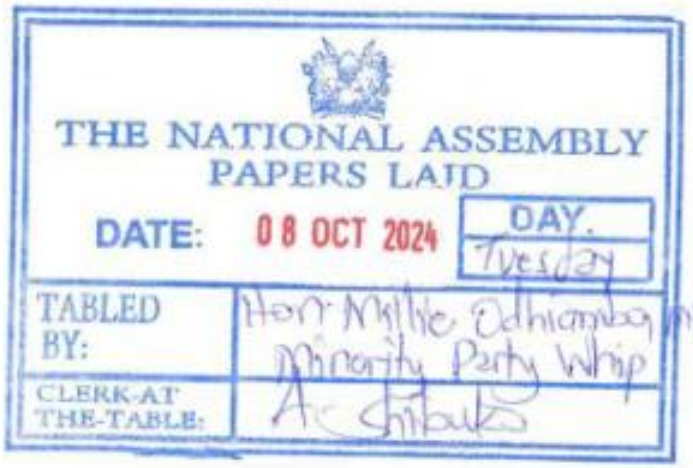
***Pakua** fomu hii kutoka kwa www.parliament.go.ke na **ujaze**. Fomu iliyojazwa inaweza kuwasilishwa katika kituo au sehemu ya kupokea maoni ilivyoorodheshwa katika mpangilio wa vikao vya kupokea maoni ya umma Ijumaa, **tarehe 4 Oktoba 2024,** au kutumwa kwa Katibu wa Bunge la Taifa, S.L.P. 41842-00100, Nairobi, au kuwasilishwa kwa Ofisi ya Katibu wa Bunge la Taifa katika Majengo Makuu ya Bunge, Nairobi, au kutuma barupepe kupitia anwani impeachment@parliament.go.ke ili ipokewe kabla au Jumamosi **tarehe 5 Oktoba 2024** saa kumi na moja jioni.

Shukrani: Bunge la Taifa linakushukuru kwa kushiriki katika zoezi hili.

ANNEXURE 7

EVIDENTIARY MATERIAL RECEIVED FROM INTERESTED PARTIES

7A – By James Ohas;
7B – Anonymous;
7C – Affidavit by James Waiganjo
7D – M/s. Musyimi & Co Advocates
7E – Affidavit by Philip Obae;
7F – Memorandum by Joseph Kareko
7G – Lembus Council of Elders
7H – Memorandum by NARC KENYA Youth League;
7I – Memorandum by Director Matu
7J – Memorandum by Jeremiah Mugi Foundation;
7K – Memorandum by Western Development Initiative Association



7A

----- Forwarded message -----
From: columbus2g@yahoo.co.uk <columbus2g@yahoo.co.uk>
To: impeachment@parliament.go.ke <impeachment@parliament.go.ke>
Sent: Saturday, 5 October 2024 at 16:52:11 GMT+3
Subject: James Ohas - Public Participation Views on Proposed Impeachment of the Deputy President

I write with respect to Public Participation on the Notice of Special Motion by Hon. Mutuse Eckomas Mwengi, For The Removal From Office, By Impeachment, of His Excellency Rigathi Gachagua, EGH, The Deputy President of The Republic of Kenya.

My concerns fall under the following listed grounds

- Serious reasons to believe that H.E. the Deputy President has committed gross economic crimes, under sections 45 (1), 46, 47A (3), and 48 (1) of the Anti-Corruption and Economic Crimes Act and sections 2, 3, 4, and 7 of Proceeds of Crime and Anti-Money Laundering Act. The Special Motion alleges that H. E., the Deputy President, has committed gross economic crimes, namely, conflict of interest, abuse of office, and conspiracy to commit crimes by inexplicably amassing property estimated at Kshs. 5.2 billion that is incompatible with his known legitimate income; and by trading with the Office of the Deputy President through proxies.
- Gross Misconduct by persistently bullying state and public officers. The Special Motion alleges that H. E. the Deputy President has, over the past two years, persistently bullied State and public officers.

Columbus 2000 Ltd, a family company, has an ongoing land court case with a company associated with H.E. Gachagua in which I believe he has been using his office of the Deputy Presidency to manipulate and influence the criminal justice system, together with state and public officers, to intimidate and gain him undue advantage against us, and this is tantamount to conflict of interest, abuse of office and conspiracy to defraud my father of his land. Indeed the land case had been going on well until H.E. Gachagua ascended into office of the Deputy President.

Our family, associates and friends have undergone untold suffering under the hands of the



DCI, who we believe were under instructions or pressure from the office of the AG and from the Deputy President. They have been engaging in a process of manipulation, harassment and intimidation possibly so that we may withdraw or abandon the case.

My aged and sickly father, John M. Ohas, a director of Columbus 2000 Ltd, underwent a series of interrogations by the DCI, during a time that our advocate had indicated to the DCI that he was unwell and was undergoing treatment in Aga Khan Hospital Kisumu as well as homecare at his rural home in Siaya County. The DCI disregarded the request to postpone the date of interrogation to a date when my aged father would be feeling better and would provide credible evidence in the matter. They persisted with the interrogation and went with at least 3 officers on 3 occasions and I believe this put undue pressure on him to give his statement in a state that was not stable.

I personally was detained, arrested and thrown into jail by the DCI and while waiting to appear in court, my lawyer who came to represent me was also arrested, all possibly to cause undue distress on my aged father so as to give up on his effort in fighting for his land.

The DCI have also engaged in harassment of witnesses in the public sector to recant their documents in order to support their allegations of forgery of documents.

Despite formally complaining to the DCI though our advocates, the DCI continued with the harassment and charged me, the lawyer that was representing me and a friend of ours in criminal case MCCR/E424/2023.

In support of this, please find attached below:

1. My duly signed Pubic Views Template
2. The complaint letters to the DCI
3. The witness statement of John M. Ohas
4. The witness statement of Prof. Gordon Okumu

Yours faithfully,
James P. Ohas
0721 463 550

Attachments
James P. Ohas - Template Pg1.pdf (85.1 kB)
James P. Ohas - Template Pg2.pdf (91.5 kB)
WITNESS STATEMENT OF JOHN OHAS.pdf (616 kB)
WITNESS STATEMENT OF PROF, GORDON OKUMU.pdf (299 kB)
JMO - DCI Complaint Letters.pdf (3.54 MB)

REPUBLIC OF KENYA
IN THE ENVIRONMENT AND LAND COURT AT NAIROBI
ELC CASE NO. E 242 OF 2022

WAMUNYORO INVESTMENTS LIMITED ..... PLAINTIFF

VERSUS

JOHN MICHAEL OHAS ..... 1ST DEFENDANT
COLUMBUS TWO THOUSAND LIMITED .....2ND DEFENDANT
THE CHIEF LAND REGISTRAR ..... 3RD DEFENDANT

WITNESS STATEMENT OF JOHN MICHAEL OHAS

I, JOHN MICHAEL OHAS of Post Office Box Number 58710 - 00200 Nairobi in the Republic of Kenya, wish to make a statement and state as follows:

1. I am the 1st Defendant herein, and the Director of the COLUMBUS TWO THOUSAND LIMITED, the 2nd Defendant herein. ***(I refer to Documents No. 1 page 3 of the 1st and 2nd Defendants' List and Bundle of Documents).***

2. I wish to confirm that the 2nd Defendant is the rightful owner of the Suit Property known as ***LR.NO. 209/12077.***

3. In the *year 1993*, I, on behalf of the 2nd Defendant submitted an application for allocation of the parcel of land known as *L.R NO. 209/12077* through the then Commissioner of Lands and settlement scheme among other Applicants.

4. The said Application was considered and approved in the *year 1994*, and consequently COLUMBUS TWO THOUSAND LIMITED, the 2nd Defendant herein was issued with an Allotment Letter *Ref No. 88767/iv/142* pending the registration of the Certificate of Title. ***(I refer to Document No. 5 page 8 of the 1st and 2nd Defendants' List and Bundle of Documents).***

5. I wish to state that before allotment of the Suit Property to COLUMBUS TWO THOUSAND LIMITED, the original parcel was subdivided and allocated to a number of other applicants who included the said company as follows: -

   66.1.1. Reference Number 88767/IV/144: Issued to AFRO-ANGLO INVESTMENT (P.O Box 2728 Nairobi);

   66.1.2. Reference Number: 88767/iv/142: Issued to COLUMBUS TWO THOUSAND LTD (P.O Box 2729 Nairobi);

   66.1.3. Reference Number: 88767/141: Issued to FRANCIS MARITIM (P.O Box 2728, Nairobi);

   66.1.4. Reference Number: 88767/IV/140: Issued to DR. TAITA TOWET.

6. The above allotments are evidenced by the general file No. 8876/iv which is in the custody of the Ministry of Lands.

7. I further wish to state that the 2nd Defendant company was also issued with copies of memo, valuation form drawing (PDP) under the Ref No. PPD/42/14/IX/96 at the

Ministry of Lands and Physical Planning. ***(I refer to Documents No. 2 and 3, pages 4 to 6 of the 1st and 2nd Defendants' List and Bundle of Documents).***

8. The Letter of allotment was issued in the name of the 2nd Defendant Company, which allotment was accepted by the 2nd Defendant Company making a payment of *K. Shs. 50,000/-* as part payment of the allotment vide *Receipt No. D448385*. Further payments of *K.Shs. 814,550* were made vide Cheque No. 150995, through *file No. 157048* dated *16th May 1996*. ***(I refer to Document No. 8 and 9 pages 11 to 13 of the 1st and 2nd Defendants' List and Bundle of Documents).***

9. Upon receipt of the Allotment Letter, PDP and Valuation Report, the 2nd Defendant company submitted its acceptance letter for the said allotment, which process was intended to complete the process of allotment and give way for the process of survey and registration of lease.

10. I wish to state that the 2nd Defendant Company further contracted VICTORIA LAND SURVEYORS LIMITED, a registered Surveyor to undertake the Survey and Draw the Survey Plan to enable development of the Deed Plan. ***(I refer to Document No. 10, pages 14, 18, 19 of the 1st and 2nd Defendants' List and Bundle of Documents).***

11. The Survey Plan was submitted to the Director of Survey of Kenya by the said licensed surveyor for the preparation of the Deed Plan.

12. Upon due submission of the allotment and the Survey Plan, the Director of Survey developed and issued the 2nd Defendant Company with the Deed Plan No. 192966 on *25th January 1995* which was submitted at the Ministry of Lands for registration of Lease. ***(I refer to Document No. 16, page 20 of the 1st and 2nd Defendants' List and Bundle of Documents).***

13. Thereafter, and upon receipt of the Deed Plan from the Director of Survey, the Director of Land Registration Prepared the Ident Letter thereon. ***(I refer to Document No. 11, page 15 of the 1st and 2nd Defendants' List and Bundle of Documents).***

14. I wish to state that before registration was completed, I fell ill which necessitated my travel to the United Kingdom for specialized treatment, which further delayed the completion of the registration. ***(I refer to Document No. 17, pages 21 to 26 of the 1st and 2nd Defendants' List and Bundle of Documents).***

15. Upon my return to the Country, I sought to complete the registration on behalf of the 2nd Defendant, first through the office of the Director of Survey to ascertain the 2nd Defendant's allocation. The Director of survey, sought to confirm from the Commissioner of Lands if the said allocation was genuine, and the same was confirmed vide the Commission's letter dated *23rd March 2017*. ***(I refer to Document No. 18, page 27 of the 1st and 2nd Defendants' List and Bundle of Documents).***

16. In the process of completing the registration of the Title at the Land Registry, the 2nd Defendant was shocked to be informed that the whole file, including the Deed Plan, of the Suit Property was missing.

17. The 2nd Defendant requested for certified copies of the Deed Plan from the Director of Survey and the same were issued. ***(I refer to Document No. 18, page 28 of the 1st and 2nd Defendants' List and Bundle of Documents).***

18. The Deed Plan was meant to show the history of the property and that included, the current owner of the property and any endorsements by the relevant registrar in the event the property had changed hands, and in the event of any encumbrances whatsoever. In the 2nd Defendant's case, none of the aforesaid had occurred.

19. I wish to confirm that the documents stated herein are authentic documents in relation to the history of the Suit Property and confirms the registration of the 2nd Defendant's interest and ownership of the Parcel of Land as currently registered in *L.R Number 209/12077.*

20. I wish to state that I have received threats, harassment and intimidation by persons associated with or agents of the Plaintiff including a visit on *23rd May 2012* by hired goons at the office of the 2nd Defendant located at Anniversary Towers in Nairobi.

21. I later established that the Plaintiff and / or its associates had attempted to fraudulently register the property in the name of the Plaintiff, and a Title issued in the Plaintiff's favour, through an irregular and fraudulent process.

22. I confirm that the 2nd Defendant has the correct documentation indicating allotment, valuation, survey, and registration relating to the Suit property.

23. I have full confidence that a proper scrutiny of each process and investigation of the said property will undoubtfully confirm the 2nd Defendant as the registered proprietor of the parcel of Land.

24. In my attempt to follow up with authorities after the aforesaid harassment, and information on the attempted fraudulent registration of the title by the Plaintiff I was threatened by agents of the Plaintiff who had already taken physical possession and control of the Suit Property.

25. Further, in the process of getting the 2nd Defendant's title issued, I approached the National Land Commission seeking to have the ownership of the suit property established through a letter dated *15th May 2012.* ***(I refer to Document No. 20, page 30 of the 1st and 2nd Defendants' List and Bundle of Documents).***

26. The Plaintiff did file a Memorandum of Response to my Complaint and had the same filed before the National Land Commission.

27. I wish to state that the 2nd Defendant who was represented by Advocate in the aforesaid complaint before the National Land Commission, made a request to the Commission through the said Advocate to be given time to file more documents to support its claim over the suit property, which request was allowed.

28. Interestingly, the 2nd Defendant later found out through a Notice from the National Land Commission, that the Commission had gone ahead, heard, and determined the said claim without giving the 2nd Defendant an opportunity to file the additional documents in support of its ownership.

29. The said Commission further proceeded and published a Gazette Notice purporting to cancel any titles issued to the 2nd Defendant, which directive was not based on any foundation. ***(I refer to Document No. 21, pages 31 to 32 of the 1st and 2nd Defendants' List and Bundle of Documents).***

30. On or about *19th April 2017*, the 2nd Defendant sought the intervention of the Chief Executive Officer National Land Commission, the Acting Chief Land Registrar, and the Cabinet Secretary in charge of lands to rescind the said Gazette Notice to pave way for further investigations into the fraudulent transfer of the property to the Plaintiff. ***(I refer to Document No. 22, page 33 of the 1st and 2nd Defendants' List and Bundle of Documents).***

31. The 2nd Defendant was advised to raise the claim with the Directorate of Criminal Investigations to establish the veracity of its claims; and to allow the Land Registry to look into the same.

32. I wish to state that investigations were subsequently conducted by the Directorate of Criminal Investigations, and fraud was established on the part of the Plaintiff. Vide a letter dated *26th January 2018 Ref no. CID/SEC/4/4/VOL/233*, the Directorate of Criminal Investigation forwarded their findings to the Chief Land Registrar. ***(I refer to Document No. 24, page 36 of the 1st and 2nd Defendants' List and Bundle of Documents).***

33. On *September 2017*, the File No. 157048 for COLUMBUS TWO THOUSAND LIMITED which was purported to have been lost in the Department of Lands resurfaced but the Deed Plan No. 192996 was not in the file and was later found in the File used to Register Property No. 90923 belonging a Company owned by the Directors of the Petitioners.

34. The 2nd Defendant consequently made an Application to the Lands Registrar for the issuance of the Lease Title, and the same has since been registered in the 2nd Defendant's name.

35. In my attempt to seek redress through the Department of Lands and Directorate of Survey, I discovered a scheme intended to defraud me and deny me my right to property.

36. I sought the help of among others, officials of Directorate of Survey where one MR. OGECHI tried to help me retrieve the Computation File at the Department of Survey and the Correspondence File at the Ministry of Lands.

37. As part of the Scheme with collusion with officials in the Commissioner of Lands (Registrar of Lands), the officials orchestrated to hide the file NO. 157048, stole the Deed Plan No. 192966.

38. I later discovered that the Stolen Deed File No. 192966 was used to register the Title in under No. I.R No. 90923 under a company owned by the Directors of the Petitioners herein.

39. The Registered Title was swiftly transferred to the Petitioners herein in an attempt to sanitise the fraud and illegal scheme. The Transferee which is passed on as a transfer to a third party without notice was in fact a transfer by one company held by the Directors of the Petitioners Company from another Company held by the same Directors.

40. Yet in a further action to cleanse their fraud, the Petitioners moved to charge the property to a bank that obviously did not conduct adequate due diligence.

41. When I approached the CEO of the National Land Commission on or about *April 2017*, the acting Chief Land Registrar and the Minister of Lands carried out investigations.

42. Their investigations led them to conclude that the property indeed belongs to COLUMBUS TWO THOUSAND LIMITED and advised that I get a Certified copy of the Deed Plan from the Director of Survey to enable me to obtain my title deed.

43. I was also advised that for the fraudulent title deed to be cancelled I needed to involve the DCI and EACC to investigate the matter and render their finding.

44. Since the Investigation by the DCI was completed and fraud established, they rendered their finding to the Department of Lands with a recommendation that the Fraudulent Title IR. NO 90923 be cancelled and a genuine title to Columbus Two Thousand be issued taking account the history of the allocation.

45. On the same Directive, the County Assembly of Nairobi Scheduled a meeting in which the Select Committee of the Public Accounts Committee considered the proper rate payer in respect to the parcel of Land.

46. The Public Accounts Committee of the County Assembly sent summons to the Petitioners herein, but they failed to attend on three occasions instead they made a Judicial Review Application to gag the County Assembly.

i. <u>Specific Responses to the Averments Contained in the Affidavit of Gordon Ochieng</u>

47. In response to the allegations contained in the affidavits of GORDON OCHIENG sworn and dated *18th October 2022* I state as follows:

i) Mr. Gordon Ochieng's in *paragraph 2* of his affidavit outlines the due process for implementation of a grant of first allocation of land. It is clear from Gordon Ochieng's affidavit that only registration of Title in favour of the 1st Defendant complied with the process which he has ably outlined under paragraph 2.

ii) MR. GORDON OCHIENG' does not contradict allotment in favour of the 2nd Defendant, Part Development Plan (PDP), the original Survey Plan and the original Deed Plan.

iii) The Affidavit does not negate that the 2nd Defendant, accepted and made payments for the allotment of the subject parcel of land title number LR. 209/12077.

iv) In his Affidavit, GORDON OCHIENG does not depone as to how that after acceptance of the allotment letter by the 1st Defendant,, there was another allotment letter in *1999.*

v) The Survey and Deed Plan including the sealing was only done by the surveyor instructed by the 1st Defendant, which had been duly accepted. The Plaintiff does not produce its own, but rather continues to use the information provided by the 1st Defendant with regard to the same.

vi) The Deed Plan was presented to the Commissioner of Lands by the Plaintiff as averred in the Affidavit, such presentation was irregular and or fraudulent and as such could not have moved the Commissioner of Lands to register the said title in favour of the Plaintiff.

vii) At *paragraph 13 of his Affidavit* GORDON OCHIENG states that a purported Deed Plan No. 192966 was presented to the Commissioner of Lands by the allottees KARANDI FARM LTD (PETER MBUGUA AND PAULINE MURINGE). As a professional working in the department of lands, he ought to know that the actions as captured

in his *paragraph 13* are irregular and/or fraudulent to present a purported Deed Plan intended to implement an allotment by a purported allottee.

viii) The process espoused by GORDON OCHIENG is misleading and points to possibility of fraud especially knowing that the Deep Plan from the 1st Defendant had gotten lost.

ix) Curiously, MR. OCHIENG has indicated that in order to register the interest in favour of KARANDI FARM LTD who is purported First Allottee his Department used Correspondence File No. 242510 which he does not exhibit in his affidavit in order to assist the Court.

x) MR. OCHIENG'S affidavit is not helpful to the Court since by the process he has outlined in *paragraph 2* of his affidavit, an allotment letter in relation to First Allocation precedes survey and production of deed plan. Contrary to his statement, the Deed Plan used to register the interest in favour of KARANDI FARM LTD was registered in *1999* but the Deed Plan used was prepared in January 1995 and is the same one which was prepared to implement the allotment in favour of the 1st Defendant and was reported to have been lost in their department.

xi) This inconsistency points to irregular registration of interest in favour of KARANDI FARM LTD and that the said company transferred the title it did not have, and any consequent transfer, charge, or dealing is void.

xii) In response to *paragraph 16 of the Affidavit of GORDON OCHIENG*, the processing of the title by the Commissioner of Lands to the 2nd Defendant was in accordance with the law as all due process was followed.

xiii) Contrary to the averments by GORDON OCHIENG', the title to the 2nd Defendant registered at the Land Title Registry at Nairobi as I.R 213652 is legitimate, explainable and in line with the laws of Kenya.

ii. <u>Specific responses to the affidavit of Nyandoro David Nyambaso</u>

48. In response to the Affidavit of NYANDORO DAVID NYAMBASO sworn on *18th October 2022*, I state as follows, **THAT**:

i) Contrary to the allegations of MR. NYANDORO in his Affidavit that the first grant to Property LR. 209/12077 was issued to KARANDI FARM LIMITED, which grant was reported missing, the first grant to the Suit Property was issued to the 1st Defendant in 1994.

ii) At *paragraph 5* of his affidavit, MR. NYAHDORO depones how the deed of indemnity was initiated in line with loss records (deed file) held in the Central Registry of the Department of Lands.

iii) By outlining the process for the development of a deed of indemnity was registered in Vol D1 Folio 72 File 1508 and this Registration was not gazette in compliance with Section 33 of the Land Registration Act which requires gazettement of Indemnity for the purpose of reconstruction of the Deed File. Publication through the gazette is a substantive requirement.

iv) The Deed Plan mentioned *in paragraph 11 of MR. NYANDORO'S Affidavit* as the true and original copy used by the Plaintiff to prepare their purported title was actually prepared by Prof. Gordon Okumu Wayumba as the instructed surveyor, then.

v) Contrary to the averments by MR. NYANDORO, the Deed Plan was prepared for the purposes of implementing the grant in favour of the 1st Defendant and registration of title for the 2nd Defendant and not the Plaintiff.

vi) Contrary to the allegations in *Paragraph 12* that the 2nd Defendant acquired the title irregularly, the 1st and 2nd Defendants have laid down all the procedures they followed to acquire the property.

vii) Contrary to averments by MR. NYANDORO, the Commissioner of Lands could not have been moved to register the property through an allotment to a third party using a Deed Plan intended to implement an allotment to the 1st Defendant.

viii) Further, and contrary to the averments by MR. NYANDORO, in case of a First Grant, the Deed Plan is submitted to the Commissioner of Lands Directly by the Director of Survey upon the instruction through an Indent Letter and not by the Plaintiff as stated in the Affidavit.

iii. <u>Specific responses to the affidavit of Wilfred Muchae.</u>

49. **<u>THAT</u>** I have read and understood the contents of the affidavit of **WILFRED MUCHAE** sworn on *19th October 2022* and I wish to respond as follows, **THAT:**

(i) The process as explained by WILFRED MUCHAE from *paragraphs 6 to 9* of his affidavit is correct.

(ii) In response I wish to assert that the proper procedure for retrieving a lost Deed Plan is for the allottee to report the loss to the Police, obtain a Police Abstract, do an Affidavit stating the circumstances of the loss thereafter submit the same document to the licences surveyor who previously drew the survey plan and deed plan to retrieve official copies from the Department of Survey.

(iii) It is correct as deponed at *paragraph 10* of the said Affidavit that PROF. GORDON OKUMU WAYUMBA was the licensed surveyor contacted by the 1st Defendant in *February 1994* to conduct the process explained therein.

(iv) The contents of *Paragraph 11* continue to affirm my assertions that PROF. GORDON OKUMU WAYUMBA was the Surveyor who was involved in the whole process of surveying and getting the Deed Plan as requested by the allottee, the 1st Defendant.

(v) Further, PROF. GORDON OKUMU WAYUMBA submitted to the Director of Surveys, the Deed Plans requesting the Director of Surveys to cause the examination, sealing and signing of the submitted Deed Plans to implement the allotment in favour of the Allottees for registration.

(vi) When I was informed that the original Deed Plan was missing from the records at the Registry, I made a report to the police and requested PROF. GORDON OKUMU WAYUMBA to submit my request for a certified copy of the Deed Plan number 192966.

(vii) The deponent's allegations at *paragraph 16* of the said Affidavit that PROF. GORDON OKUMU WAYUMBA had no authority to make the application for a certified copy of the Deed Plan, are baseless, on the ground that as a Licenced Surveyor who undertook the Survey and drew the Deed Plan, he had full authority to request for a Certified Copy on behalf of the 1st Defendant.

(viii) It was neither an omission nor an oversight on the part of the Director of Surveys when he allowed the application for certified copies of the Deed plan, as the same were requested by a licensed surveyor of Kenya. The Certified Copy was also duly accepted by the Registry for the purposes of registering the title in favour of the 1st Defendant.

(ix) I state that the process is in full compliance with land administration requirements and was duly endorsed by the Department of Survey and Registrar of Lands in registering the title in favour of the 1st Defendant.

50. In light of the aforesaid, it is not in dispute that the 1st Defendant was the first person to be issued with allotment letters for the Suit Property from the Government of Kenya.

51. It is also not disputed that the 1st Defendant took all necessary measures to ensure that the property was registered in his name although the process took longer due to his ill health.

52. The 1st and 2nd Defendants have been at all material times, the rightful owners of all that property measuring 2.00HA and known as Parcel Number LR 209/12077.

53. I believe that the Plaintiff used illegal means to acquire the said Title in blatant violation of the Land Laws of Kenya and the Constitution of the Land for the following reasons:

a) At the Ministry of Lands, there are two correspondence files that is; for the Plaintiff and the 2nd Respondent, and both based on the Deed Plans issued to implement the allotment in favour of the 1st Defendant.

b) At the Physical Planning Department, there are two Part Development Plans one for the 2nd Respondent and another for the Plaintiff when it is clear from the records that only one PDP was issued in favour of the 1st Defendant and four others;

c) At the Survey of Kenya, there is only one Computation File (Comps File Number 30790) and Deed Plan for the 2nd Defendant used to implement the allotment in favour of the 2nd Defendant;

d) Also, at the Ministry of Lands there are no receipts confirming any payments done by the Plaintiff.

e) Furthermore, at the Ministry of Lands, there are no Stamp Duty files, Memorandum or Valuation forms for the Plaintiff and on the other hand 2nd Defendant;

f) The 2nd Defendant has diligently been paying for the land rent. ***(Annexed hereto and marked 'GOW8' are copies of the land rate payment receipts).***

g) The documents used in the Affidavit Nyandoro's affidavit including the Rate Valuation are plucked from the file which was reported lost by the 1st Defendant.

54. I make this statement in support of the 1st and 2nd Defendants' position that the Suit Property was procedurally and regularly allocated and registered in the 2nd Defendant favour, and in opposition to the prayers sought in the Plaintiff's Notice of Motion Application and Plaint both dated *20th July 2022.*

55. Further, I believe that the clarifications in this Affidavit should lead to a Declaration that the Title in favour of the 2nd Defendant was duly processed through allotment, survey, and registration.

That is all I wish to state.

SIGNED: .....
JOHN MICHAEL OBAS

DATED AT NAIROBI This.....10th..... Day Of .....November..... 2022

OMBOK & OWUOR ADVOCATES
ADVOCATES FOR THE 1ST & 2ND DEFENDANTS

DRAWN AND FILED BY:
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TO BE SERVED UPON:

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   MUSEUM HILL CENTER, 4TH FLOOR,
   MUTHITHI ROAD,
   P.O BOX 39252-00623,
   NAIROBI.
   EMAIL: admin@nyachoti.com, nyachotiadvocates@gmail.com

2. **THE LAND REGISTRAR,**
NAIROBI LAND REGISTRY,
NAIROBI.

3. **THE HON. ATTORNEY GENERAL,**
ATTORNEY GENERAL'S CHAMBERS,
STATE LAW OFFICE, SHERIA HOUSE, 7TH FLOOR
P.O BOX 40112-00100,
NAIROBI.

OMBOK | OWUOR
ADVOCATES

Moses Owuor
Nobil M. Orina
F. M Odhiambo
R. N. Magire

OUR REF: OOA/MO/JO/GEN/2023
YOUR REF: T.B.A

RECEIVED
16 MAR 2023
D.C.I. SECURITY REGISTRY

"KNOWLEDGMENT COPY" K110720 14:20hrs

WEDNESDAY, 15TH MARCH 2023

Nyachoti & Company Advocates
RECEIVED
16 MAR 2023
P. O. Box 39252 - 00623
Nairobi

DIRECTORATE OF CRIMINAL INVESTIGATIONS,
MAZINGIRA COMPLEX, KIAMBU ROAD,
OPP. KENYA FOREST SERVICE HEADQUARTERS,
KARURA.
P.O. BOX 30036 – 00100,
TOLL-FREE NUMBER 0800 722 203,
NAIROBI, KENYA.

CHARLES M. ONGOTO
ADVOCATE &
COMMISSIONER FOR OATHS
P. O. Box 2604 - 00200, NAIROBI
Tel: 020-315175

Dear Sir,

RE: NAIROBI ELC CASE NO. E242 OF 2022 WAMUNYORO INVESTMENTS LIMITED VS JOHN MICHAEL OHAS & OTHERS

We refer to the above subject matter.

We act for MR. JOHN MICHAEL OHAS, who is the Director of COLUMBUS TWO THOUSAND LIMITED, the registered proprietor of ***LR No. 209/12077(IR 213652).***

On *15th March 2023,* we received a phone call from your officers demanding that we produce MR. OHAS to record a statement concerning investigations relating to the referenced property. We informed the DCI Officers that Mr. Ohas is currently indisposed and that we shall advise on when he can be able to record such a statement. During the call, the DCI officers demanded that if we cannot produce the said MR. OHAS or advise on when they can visit his home, we should submit a Hospital Admission letter. We advised them that Mr. Ohas' son who is also a Director in the Company, is in Nairobi and can assist with investigations if required.

Whereas our client is committed to cooperate with your officers, we respectfully protest your intervention at this point for the following reasons:

1. On *24th February 2023,* based on phone call demands by MR. KINYUA, MR. MBURUGU and MR. OBURU, MR. BEN OGECHI appeared before your officers to record a statement ostensibly in relation to the Power of Attorney concerning the referenced property.

2. On *16th March 2023*, your officers called the undersigned inquiring when MR. JOHN MICHAEL OHAS can appear at your offices or have your officers visit his home for the purposes of recording his statement.

3. We have informed your office that MR. JOHN MICHAEL OHAS is currently unwell and cannot appear at the DCI to record a statement. We committed to have MR. OHAS record any statement as soon as his health will allow.

4. We have no objection in relation to your authority to investigate any issues relating to the property. We are, however, concerned about the timing and motive given that a

civil matter concerning the same property is currently at an advanced stage awaiting hearing and judgment.

5. Based on your inquiry and statement by MR. OGECHI, your office has filed a witness statement which seems partial and intended to support the Plaintiff's case. We are also concerned that MR. OGECHI whom we had listed as a witness in the 1st and 2nd Defendants' case is no longer available to present his testimony.

6. It is our understanding that the complainant in the investigation HON. RIGATHI GACHAGUA is also the Plaintiff in the Civil Suit.

7. In our view the proper issues for investigation are the following: _

   a. The circumstances relating to the loss of the Deed Plan No. 192966 Signed by Licenced Surveyor PROF WAYUMBA, and duly signed and sealed by the Director of Survey.

   b. Irregular purported allotment of a surveyed parcel using the lost Deed Plan without any reference to the requisite authority, Part Development Plan, valuation and non-compliance with procedure for allotment.

   c. Authenticity of the Allotment Letter and Deed Plan purportedly used to fraudulently register the interest in favour of KARANDI FARM LIMITED, PAUL MBUGUA and PAULINE MURUNGI.

   d. Purported fraudulent registration of **LR No.209/12077(90923)** using the lost, stolen or concealed Deed Plan.

   e. The façade of irregular transfer of the property from KARANDI FARM LIMITED, PAULINE MURUNGI and PAUL MBUGUA to WAMUNYORO INVESTMENTS.

   f. In order to conceal the fraud, KARANDI FARM LIMITED fraudulently reported that its file was lost knowing very well that its title was irregular and based on fraudulent allotment, survey and having no basis to transfer a property to which they had no title.

   g. Fraudulent use of the property as security for a Loan to WAMUNYORO INVESTMENTS LIMITED using fraudulent title.

   h. Illegal harassment and invasion by armed persons on the property when the property is under lawful occupation by COLUMBUS TWO THOUSAND LIMITED having fenced the property.

8. Since these issues are already within the purview of the Court in ***Nairobi ELC Case No. E242 OF 2022 Wamunyoro Investments Limited Vs John Michael Ohas & Others,*** in which the complainant is a party, we believe that it is prudent to have justice take its course. We are concerned that from the witness statement by MR. MBURUGU in support of the 3rd Respondent's case, your investigation is partial.

9. It is our opinion that investigations are likely to conflate issues or cover up the underlying chain of fraud or illegal allotment, stolen Deed Plan, fraudulent registration of interest, fraudulent dealing with the property to charge the property, and outright thuggery to invade the property.

It is our view that your investigations are intended to intimidate MR. JOHN MICHAEL OHAS, his witnesses and to prop the Plaintiff's claims in the Civil Suit and not to serve justice. From MR. MBURUGU'S Witness Statement, we are apprehensive that any purported investigations is intended to yield a predetermined conclusion in favour of the Plaintiff's case in the Civil Suit, such a report is unnecessary and unhelpful at this point. We believe that it is not necessary to provide the Hospital Admission letter of MR. OHAS as its intrusive for someone who is ill, at this point.

Kindly take this letter as a formal complaint in relations to the issues outlined above.

Yours sincerely,
OMBOK & OWUOR ADVOCATES LLP

MOSES OWUOR
musa@oolawpartners.co.ke
info@oolawpartners.co.ke

copy to:

1. **DEPUTY REGISTER,** - *for information*
   ENVIRONMENT AND LAND COURT,
   NAIROBI.

2. **NYACHOTI & COMPANY ADVOCATES,** - *for information*
   MUSEUM HILL CENTER, 4TH FLOOR,
   MUTHITHI ROAD,
   P.O BOX 39252-00623,
   NAIROBI.
   EMAIL: admin@nyachoti.com, nyachotiadvocates@gmail.com

3. **THE HON. ATTORNEY GENERAL,** - *for information*
   ATTORNEY GENERAL'S CHAMBERS,
   STATE LAW OFFICE, SHERIA HOUSE, 7TH FLOOR
   P.O BOX 40112-00100,
   NAIROBI.

4. **MR. CHARLES ONGOTO,** - *for information*
   C.M. ONGOTO & COMPANY ADVOCATES,
   NEXTGEN MALL, 3RD FLOOR,
   MOMBASA ROAD,
   P.O. BOX 2604-00200,
   NAIROBI.

OMBOK OWUOR

Moses Owuor
Nabil M. Orina
I. M Odhiambo
B. N. Magiro

C. M. ONGOTO & Co
ADVOCATES
RECEIVED
Date 24-3-2023

26 MAR 2023

OUR REF: OOA/MO/JO/GEN/2023
YOUR REF: T.B.A

"ACKNOWLEDGMENT COPY"

TUESDAY, 28TH MARCH 2023

THE DIRECTOR,
DIRECTORATE OF CRIMINAL INVESTIGATIONS,
MAZINGIRA COMPLEX, KIAMBU ROAD,
OPP. KENYA FOREST SERVICE HEADQUARTERS,
KARURA.
P.O. BOX 30036 – 00100,
TOLL-FREE NUMBER 0800 722 203,
NAIROBI-KENYA.

Nyscholl & Company
Advocates
RECEIVED
28 MAR 2023
P. O. Box 39252 - 00623
Nairobi

Dear Sir,

RE: PURPORTED INVESTIGATION RELATING TO LAND PARCEL NO LR.NO. 209/12077 VIS-AVIS NAIROBI ELC CASE NO. E242 OF 2022- WAMUNYORO INVESTMENTS LIMITED -VS- JOHN MICHAEL OHAS & OTHERS

We make reference to the subject herein.

By our letter dated *15th March 2023,* we expressed our protest against the purported on-going investigations which have implication on the ongoing suit relating to the subject property, *LR No. 209/12077 (hereinafter referred to as "the Suit Property")* at the Nairobi Environment and Land Court, *ELC Case No. E242 of 2022.*

On *24th February 2023*, the Directorate of Criminal Investigation Land Fraud Department summoned MR. OGECHI to record a statement. During the interview, MR. KINYUA, the Directorate of Criminal Investigation (DCI) Officer in charge of Land Fraud, clarified that they opened the investigations based on a Complaint by WAMUNYORO INVESTMENTS LIMITED which is the Plaintiff in the Civil Suit. According to MR. KINYUA, the purpose of the investigations was to clarify the circumstances under which MR. OGECHI was donated a power of attorney in relation to the suit property. MR. OGECHI is a surveyor currently working at the Department of Survey and is based in Isiolo. Based on MR. OGECHI'S evidence, MR. MBURUGU, the Directorate of Criminal Investigation Officer and one of the Officers undertaking the investigations wrote a statement to support the 3rd Respondent's (The Chief Land Registrar's) Case in the Civil Suit. Our understanding is that by the Directorate of Criminal Investigation filing a statement on the issues relating to the Power of Attorney, they had obtained the required clarifications on the issues of interest to them.

On or about *15th March 2023,* MR. KINYUA called the undersigned, who is the Advocate on record for MR. OHAS in the Civil Case, inquiring when the Directorate of Criminal Investigation officers could record a Statement from MR. OHAS relating to the Suit Property. The undersigned did inform MR. KINYUA that MR. OHAS was indisposed and not in a position to record a statement either in Nairobi or at his village residence in Siaya County. At the time, MR. OHAS had been admitted in Hospital where he was undergoing treatment. MR. KINYUA persisted indicating that they are under immense pressure to record MR. OHAS' Statement in relation to his interest in the property. Vide our letter of *15th March 2023* addressed to the Directorate of Criminal Investigations, we did register our protest at the

harassment, and informed MR. KINYUA that we shall indicate to the Directorate of Criminal Investigations the appropriate time when MR. OHAS could be able to record a statement.

On Friday *24th March 2023*, four (4) Directorate of Criminal Investigation Officers visited the village residence of MR. OHAS demanding to record a statement. The said officers were informed by MR. OHAS'S wife that he was taking a rest and was not in a position to record a statement. In utter disregard of the health of MR. OHAS, three (3) of the officers returned to MR. OHAS' village home the next day on *25th March 2023*, and due the persistence, intrusion and harassment by the said officers, MR. OHAS was coerced to record a statement.

The undersigned spoke to one of the Directorate of Criminal Investigation officers through MR. OHAS' wife, and expressed his protest that the Directorate of Criminal Investigation was out of order to record a statement in the absence of an advocate. This was particularly objectionable since we had spoken to the Directorate of Criminal Investigations, wrote a letter informing them that we would arrange for an opportunity when MR. OHAS is feeling better and be present during the recording of the statement. In our view, the purported statement recorded by the Directorate of Criminal Investigation infringes on the rights of MR. OHAS' to fair hearing, due process and is therefore unconstitutional. At the time that the statement was taken, MR. OHAS was still indisposed and is currently receiving attention from home owing to large hospital bills.

Further, the undersigned had a conversation with your officer, MR. KINYUA on the same date and expressed protest at the persistence to record a statement at a time when MR. OHAS is indisposed, and in disregard of our earlier requests to have him interviewed when he has adequately recovered and in the presence of his Advocates. During the conversation, MR. KINYUA informed us that he was under immense pressure based on demands by the Attorney General to make clarifications on certain issues concerning the Parcel of Land which is the subject of the civil case. This narrative contradicts the earlier position that the investigation was initiated based on a complaint by WAMUNYORO INVESTMENTS LIMITED.

PLEASE NOTE that we do object to any investigations initiated at the urging of the Attorney General for several reasons:-

(i) The Attorney General is a litigant/party in the subject Civil Suit and is clearly interested to obtain and introduce material whose sole purpose is to prop the Plaintiff's case.

(ii) Based on the pleadings filed in the Civil Suit, the Attorney General is clearly partisan and biased in support of the Plaintiff's case and therefore minded to unprocedurally use the investigations in abuse of the Court Process.

(iii) The Attorney General does not have a directive power over the Directorate of Criminal Investigation in undertaking its mandate over criminal investigations and is thus acting *ultra vires*.

(iv) The Directorate of Criminal Investigation Officer in taking instructions and directions from the Attorney General is acting in contravention of the constitution and its mandate.

(v) The Directorate of Criminal Investigation and the Attorney General are in breach of the legitimate expectation of the 1st and 2nd Defendants to exercise their respective powers in accordance with the constitution and the law.

(vi) The manner in which the purported investigation is being undertaken amounts to harassment, thus unreasonable and irrational.

(vii) MR. OHAS is a primary Defendant in the civil suit filed by the Plaintiff, therefore putting pressure on him to give evidence to support the Plaintiff's case is unconstitutional, contravenes the investigative mandate and is an abuse of the investigative powers of the Directorate of Criminal Investigation.

The purported investigations are therefore illegal and are being conducted in an intrusive manner in clear disregard of the rights of the 1st and 2nd Defendants in the Civil case, and as Citizens protected by the law and the Constitution. We are apprehensive that the Directorate of Criminal Investigation has been enlisted to attempt to prop the Plaintiff's failure to defend fraudulent acquisition of the suit property.

By this letter, we respectfully request the Directorate of Criminal Investigations to live up to the required independence, professionalism and balance, and to cease the purported investigations. We further request that the Directorate of Criminal Investigations discards the illegal statement obtained from MR. OHAS, and if necessary, arranges for an opportunity to record a statement when MR. OHAS will have the benefit of legal representation.

We also request that the Directorate of Criminal Investigation furnishes us with a copy of the complaint if any, the scope of the investigations, the persons interviewed, and copies of the statements obtained so far.

We urge that in the event criminal investigations become necessary, the same to be conducted independently and outside the scope of the civil case. In our view, the civil case is at hearing stage, where filing of pleadings has concluded. It is therefore in the interest of Justice that the hearing proceeds in the interest of justice without undue delay and tricks.

Yours sincerely,
OMBOK & OWUOR ADVOCATES LLP

MOSES OWUOR
musa@oolawpartners.co.ke
info@oolawpartners.co.ke

copy to:

1. **DEPUTY REGISTER,** *- for information*
   ENVIRONMENT AND LAND COURT,
   NAIROBI.

2. **NYACHOTI & COMPANY ADVOCATES,** *- for information*
   MUSEUM HILL CENTER, 4TH FLOOR,
   MUTHITHI ROAD,

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EMAIL: admin@nyachoti.com, nyachotiadvocates@gmail.com

3. **THE HON. ATTORNEY GENERAL,** - *for information*
ATTORNEY GENERAL'S CHAMBERS,
STATE LAW OFFICE, SHERIA HOUSE, 7TH FLOOR
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4. **MR. CHARLES ONGOTO,** - *for information*
C.M. ONGOTO & COMPANY ADVOCATES,
NEXTGEN MALL, 3RD FLOOR,
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P.O. BOX 2604-00200,
NAIROBI.

REPUBLIC OF KENYA
IN THE ENVIRONMENT AND LAND COURT AT NAIROBI
ELC CASE NO. E 242 OF 2022

WAMUNYORO INVESTMENTS LIMITED ..... PLAINTIFF

VERSUS

JOHN MICHAEL OHAS ..... 1ST DEFENDANT
COLUMBUS TWO THOUSAND LIMITED .....2ND DEFENDANT
THE CHIEF LAND REGISTRAR ..... 3RD DEFENDANT

WITNESS STATEMENT OF PROF. GORDON OKUMU WAYUMBA

I, PROF. GORDON OKUMU WAYUMBA, of **GEOMETRE SURVEYS LIMITED**of Post Office Box Number 53387 – 00200 Nairobi in the Republic of Kenya, wish to make a statement and state as follows;

1. I am a licensed land surveyor fully accredited by the Lands Surveyors Board of Kenya, and I have practiced as such for over thirty (30) years now.

2. I wish to state that I was the instructed Surveyor and personally undertook the Survey, Computations, Generated the Raw Data in respect of the First Allocation of Public Land to Private Owners regarding the Suit Property, Land Reference No. 209/12077.

3. The cadastral survey was based on the Part Development Plan No. 42/14/93/14 of the *12th February 1993* and subsequent Letter of Allotment No. 88767/IV/142 of *3rd February 1994.*

4. Based on the above authority documents, I carried out the survey of the said plot and submitted the survey documents which included; the computations, the survey plan, and the field notes. The director of Survey checked the job which he authenticated as F/R 254/25 and issued Computations No. 30790.

5. The aforesaid authenticated Survey was used to generate an authenticated Deed Plan No. 192966. Apparently, the client misplaced the said Deed Plan and requested for a certified true copy which was issued by the Director of Survey on *17th December 2017;* but maintaining the old Deed Plan Number.

6. I confirm that the process for first allocation of public land to private owners is initiated through allotment and is implemented through survey of the parcel of land, generation of the Deed Plan, confirmation and sealing of the Deed Plan, and is perfected by presentation of the Deed Plan to the Commissioner of Lands (Now Director of Land Administration) for Registration.

7. I further confirm that in respect to the Parcel of Land, which is the subject of this suit, that there is only one Deed Plan that was duly developed, and thus only one regularly registered title in respect to the parcel of Land Number L.R/209/12077.

8. The process for allocation, survey and registration of public land requires several steps which must be undertaken. These include: Allotment based on an application for such

allotment; survey of the plots; Authentication and Sealing of Deed Plans; Submission for registration by the Commissioner of lands *(Now the National Land Commission)*.

9. I wish to state that the allocation of public land to private owners is initiated by an application for allotment and the issuance of allotment to private owners.

10. I confirm that I was the licensed surveyor at the time, that is, in *1994*, contracted by the 2nd Defendant and four others to undertake the survey and produce the Deed Plan in reference to parcel number LR. 209/12077.

11. The subject plots were allocated in accordance with New Grant of Public Land to private ownership based on part development plan by the Physical Planning Department.

12. The process for allotment was duly followed as stated below:

    (i) Letter of Application for Allotment by the 2nd Respondent. ***(I refer to Document No. 5, page 8 of the 1st and 2nd Defendants' List and Bundle of Documents).***

    (ii) Issuance of allotment letter by the government. ***(I refer to Document No. 6, page 9 of the 1st and 2nd Defendants' List and Bundle of Documents).***

    (iii) Acceptance of the allotment letter by the 2nd Respondent. ***(I refer to Document No. 8, page 10 of the 1st and 2nd Defendants' List and Bundle of Documents).***

    (iv) Payment of the required fees. ***(I refer to Document No. 9, pages 12 to 13 of the 1st and 2nd Defendants' List and Bundle of Documents).***

13. I wish to confirm that the effect of allotment of public land is considered final in the process of allocating public land to private ownership and unless cancelled, the allocation cannot be challenged.

14. An allotment once issued remains valid and is sufficient proof of allocation of public land. Further, payment of the Allotment Fees outside the time stipulated in the Allotment Letter does not of itself cancel an allotment.

15. Upon allotment of public land to private owners, the private owners initiate the survey and drawing of a Deed Plan in order to implement the terms of the allotment.

16. In respect to the allotment of the subject properties, I was instructed by among others, the 1st Defendant on behalf of the 2nd Defendant and MR. MARITIM.

17. I reviewed the terms of the allotment of the new Grant and undertook the Survey on behalf of the allottees based on the Part Development Plan (PDP). ***(I refer to Document No. 3, pages 5 to 6 of the 1st and 2nd Defendants' List and Bundle of Documents).***

18. As a Licensed Surveyor, I reviewed and took note of the allotment documentation including: the letter of allotment, acceptance letter, receipt of payment of allotment fees and confirmed that everything was in order and mature to be implemented through the conduct of survey and production of the Deed Plan.

19. I wish to confirm that the purpose of the survey is to confirm the dimensions of the plot, check and confirm that the proposed allotment is aligned with contiguous parcels of

land in the physical plan, computation of the dimensions, generate row data and draw the survey plan.

20. I therefore undertook the survey in accordance with the instructions and submitted the Survey Plan together with the following documents for approval to the Director of survey.

    a. *Slip Authentication (Director of Survey)*
    b. *Computation file (Comps File)*
    c. *Survey plan*
    d. *Cadastral Job for the survey*
    e. *Field Computations*
    f. *Copy of the Part Development Plan (PDP)*
    g. *Copy of the Allotment Letter*
    h. *Authentication Slip by the Director of Survey*

21. Upon the production and confirmation /authentication of the Survey Plan together with the computations, the next step in the implementation of allotment is the Generation of the Deed Plan which forms the binding document for registration of each allotted parcel. ***(I refer to Document No. 16, page 20 of the 1st and 2nd Defendants' List and Bundle of Documents).***

22. I was the instructed Licenced Surveyor for the purposes of drawing the Deed Plan for confirmation and sealing by the Director of Survey.

23. As the of instructed licensed surveyor, I drew the Deed Plan No. 192966 for confirmation and sealing by the Director Survey. ***(I refer to Document No. 16, page 20 of the 1st and 2nd Defendants' List and Bundle of Documents).***

24. The purpose of generating the Deed Plan is to confirm to the Commissioner of Lands *(Now the National Land Commission)* that the allotment has been implemented and that such allotment is mature for registration of the subject parcels in favour of the allottees.

25. The Deed Plan represents a binding document of the Director of Survey signifying full implementation of allotment and that such allotment is mature for registration by the Commissioner of Lands *(Now the National Land Commission)*.

26. I confirm that I drew the Deed Plan in respect to the parcel of land which is the subject of this Suit, duly submitted the same for confirmation and sealing in order to implement the allotment in favour of the 2nd Defendant.

27. The Deed Plan developed is not challenged and remains the only Deed Plan prepared for the purpose of implementing allotment of the said property for registration by the Commissioner of Lands. A certified true copy of the Deed Plan was issued by the Ministry of Lands.

28. The Deed Plan submitted on behalf of the 2nd Defendant was duly and procedurally done, sealed by Director of Survey and Submitted to the Commissioner of Lands for Registration of title in favour of the 2nd Defendant.

29. A Deed Plan duly confirmed and sealed by the Director of Survey is directly presented to the Commissioner of Lands subject to an indent letter for submission of the same.

30. Upon submission of the application for registration to the Commissioner of Lands, I was informed by the 1st Defendant on behalf of the 2nd Defendant that the Deed Plan was reported lost.

31. Based on the Report, as the Licensed Surveyor who drew and presented the Deed Plan, I applied for a certified copy of the Deed Plan which was duly issued.

32. As per the Regulations under the Survey Act, Cap 299 of the Laws of Kenya, being a licensed surveyor duly instructed to undertake the survey on behalf of the allottees, and having drawn the original Deed Plan, it was in order for me to apply for the certified copy of the Deed Plan on behalf of the 1st Defendant.

33. I confirm that there is only one allotment that was duly implemented through the development of the Survey Plan and supporting documentation, confirmation of the Survey Plan through the Authentication Slip, and Drawing, Confirmation and Sealing of the Deed Plan.

34. I further reconfirm that only the registration of Lease in favour of the 1st Respondent is in full compliance with the process for first allocation of public land to private ownership having complied with all the processes of allotment, survey, and registration.

35. I took all necessary measures to ensure that the property was registered in its name although the process took longer due to the ill health of the 1st Defendant.

36. The 1st and 2nd Defendants have been at all material times, the rightful owners of all that property measuring 2.00HA and known as Parcel Number LR 209/12077.

37. I believe that the Plaintiff used illegal means to acquire the said Title in blatant violation of the Land Laws of Kenya and the Constitution of the Land for the following reasons:

    a) At the Ministry of Lands, there are two correspondence files that is; for the Plaintiff and the 2nd Defendant, and both based on the Deed Plans issued to implement the allotment in favour of the 2nd Defendant.

    b) At the Physical Planning Department, there are two Part Development Plans one for the 2nd Defendant and another for the Plaintiff when it is clear from the records that only one PDP was issued in favour of the 2nd Defendant and four others;

    c) At the Survey of Kenya, there is only one Computation File (Comps File Number 30790) and Deed Plan for the 2nd Defendant used to implement the allotment in favour of the 2nd Defendant.

    d) Also, at the Ministry of Lands there are no receipts confirming any payments done by the Plaintiff.

    e) Furthermore, at the Ministry of Lands, there are no Stamp Duty files, Memorandum or Valuation forms for the Plaintiff and on the other hand;

    f) The 2nd Defendant has diligently been paying for the land rent. ***I refer to Document No. 30, pages 45 to 47 of the 1st and 2nd Defendants' List and Bundle of Documents).***

38. I therefore confirm that the Suit Property was procedurally and regularly allocated and registered in the 2nd Defendant's favour.

That is all I wish to state.

SIGNED: .....

PROF. GORDON OKUMU WAYUMBA

DATED AT NAIROBI This 10th Day Of November 2022

.....

OMBOK & OWUOR ADVOCATES
ADVOCATES FOR THE 1ST & 2ND DEFENDANTS

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REPUBLIC OF KENYA
IN THE ENVIRONMENT AND LAND COURT AT NAIROBI
ELC CASE NO. E 242 OF 2022

WAMUNYORO INVESTMENTS LIMITED ..... PLAINTIFF

VERSUS

JOHN MICHAEL OHAS ..... 1ST DEFENDANT
COLUMBUS TWO THOUSAND LIMITED .....2ND DEFENDANT
THE CHIEF LAND REGISTRAR ..... 3RD DEFENDANT

WITNESS STATEMENT OF JOHN MICHAEL OHAS

I, JOHN MICHAEL OHAS of Post Office Box Number 58710 - 00200 Nairobi in the Republic of Kenya, wish to make a statement and state as follows:

1. I am the 1st Defendant herein, and the Director of the COLUMBUS TWO THOUSAND LIMITED, the 2nd Defendant herein. ***(I refer to Documents No. 1 page 3 of the 1st and 2nd Defendants' List and Bundle of Documents).***

2. I wish to confirm that the 2nd Defendant is the rightful owner of the Suit Property known as ***L.R.NO. 209/12077.***

3. In the *year 1993*, I, on behalf of the 2nd Defendant submitted an application for allocation of the parcel of land known as *L.R NO. 209/12077* through the then Commissioner of Lands and settlement scheme among other Applicants.

4. The said Application was considered and approved in the *year 1994*, and consequently COLUMBUS TWO THOUSAND LIMITED, the 2nd Defendant herein was issued with an Allotment Letter *Ref No. 88767/iv/142* pending the registration of the Certificate of Title. ***(I refer to Document No. 5 page 8 of the 1st and 2nd Defendants' List and Bundle of Documents).***

5. I wish to state that before allotment of the Suit Property to COLUMBUS TWO THOUSAND LIMITED, the original parcel was subdivided and allocated to a number of other applicants who included the said company as follows: -

   66.1.1. Reference Number 88767/IV/144: Issued to AFRO-ANGLO INVESTMENT (P.O Box 2728 Nairobi);

   66.1.2. Reference Number: 88767/iv/142: Issued to COLUMBUS TWO THOUSAND LTD (P.O Box 2729 Nairobi);

   66.1.3. Reference Number: 88767/141: Issued to FRANCIS MARITIM (P.O Box 2728, Nairobi);

   66.1.4. Reference Number: 88767/IV/140: Issued to DR. TAITA TOWET.

6. The above allotments are evidenced by the general file No. 8876/iv which is in the custody of the Ministry of Lands.

7. I further wish to state that the 2nd Defendant company was also issued with copies of memo, valuation form drawing (PDP) under the Ref No. PPD/42/14/IX/96 at the

Ministry of Lands and Physical Planning. ***(I refer to Documents No. 2 and 3, pages 4 to 6 of the 1st and 2nd Defendants' List and Bundle of Documents).***

8. The Letter of allotment was issued in the name of the 2nd Defendant Company, which allotment was accepted by the 2nd Defendant Company making a payment of *K. Shs. 50,000/-* as part payment of the allotment vide *Receipt No. D448385*. Further payments of *K.Shs. 814,550* were made vide Cheque No. 150995, through *file No. 157048* dated *16th May 1996*. ***(I refer to Document No. 8 and 9 pages 11 to 13 of the 1st and 2nd Defendants' List and Bundle of Documents).***

9. Upon receipt of the Allotment Letter, PDP and Valuation Report, the 2nd Defendant company submitted its acceptance letter for the said allotment, which process was intended to complete the process of allotment and give way for the process of survey and registration of lease.

10. I wish to state that the 2nd Defendant Company further contracted VICTORIA LAND SURVEYORS LIMITED, a registered Surveyor to undertake the Survey and Draw the Survey Plan to enable development of the Deed Plan. ***(I refer to Document No. 10, pages 14, 18, 19 of the 1st and 2nd Defendants' List and Bundle of Documents).***

11. The Survey Plan was submitted to the Director of Survey of Kenya by the said licensed surveyor for the preparation of the Deed Plan.

12. Upon due submission of the allotment and the Survey Plan, the Director of Survey developed and issued the 2nd Defendant Company with the Deed Plan No. 192966 on *25th January 1995* which was submitted at the Ministry of Lands for registration of Lease. ***(I refer to Document No. 16, page 20 of the 1st and 2nd Defendants' List and Bundle of Documents).***

13. Thereafter, and upon receipt of the Deed Plan from the Director of Survey, the Director of Land Registration Prepared the Ident Letter thereon. ***(I refer to Document No. 11, page 15 of the 1st and 2nd Defendants' List and Bundle of Documents).***

14. I wish to state that before registration was completed, I fell ill which necessitated my travel to the United Kingdom for specialized treatment, which further delayed the completion of the registration. ***(I refer to Document No. 17, pages 21 to 26 of the 1st and 2nd Defendants' List and Bundle of Documents).***

15. Upon my return to the Country, I sought to complete the registration on behalf of the 2nd Defendant, first through the office of the Director of Survey to ascertain the 2nd Defendant's allocation. The Director of survey, sought to confirm from the Commissioner of Lands if the said allocation was genuine, and the same was confirmed vide the Commission's letter dated *23rd March 2017*. ***(I refer to Document No. 18, page 27 of the 1st and 2nd Defendants' List and Bundle of Documents).***

16. In the process of completing the registration of the Title at the Land Registry, the 2nd Defendant was shocked to be informed that the whole file, including the Deed Plan, of the Suit Property was missing.

17. The 2nd Defendant requested for certified copies of the Deed Plan from the Director of Survey and the same were issued. ***(I refer to Document No. 18, page 28 of the 1st and 2nd Defendants' List and Bundle of Documents).***

18. The Deed Plan was meant to show the history of the property and that included, the current owner of the property and any endorsements by the relevant registrar in the event the property had changed hands, and in the event of any encumbrances whatsoever. In the 2nd Defendant's case, none of the aforesaid had occurred.

19. I wish to confirm that the documents stated herein are authentic documents in relation to the history of the Suit Property and confirms the registration of the 2nd Defendant's interest and ownership of the Parcel of Land as currently registered in *L.R Number 209/12077.*

20. I wish to state that I have received threats, harassment and intimidation by persons associated with or agents of the Plaintiff including a visit on *23rd May 2012* by hired goons at the office of the 2nd Defendant located at Anniversary Towers in Nairobi.

21. I later established that the Plaintiff and / or its associates had attempted to fraudulently register the property in the name of the Plaintiff, and a Title issued in the Plaintiff's favour, through an irregular and fraudulent process.

22. I confirm that the 2nd Defendant has the correct documentation indicating allotment, valuation, survey, and registration relating to the Suit property.

23. I have full confidence that a proper scrutiny of each process and investigation of the said property will undoubtfully confirm the 2nd Defendant as the registered proprietor of the parcel of Land.

24. In my attempt to follow up with authorities after the aforesaid harassment, and information on the attempted fraudulent registration of the title by the Plaintiff I was threatened by agents of the Plaintiff who had already taken physical possession and control of the Suit Property.

25. Further, in the process of getting the 2nd Defendant's title issued, I approached the National Land Commission seeking to have the ownership of the suit property established through a letter dated *15th May 2012. **(I refer to Document No. 20, page 30 of the 1st and 2nd Defendants' List and Bundle of Documents).***

26. The Plaintiff did file a Memorandum of Response to my Complaint and had the same filed before the National Land Commission.

27. I wish to state that the 2nd Defendant who was represented by Advocate in the aforesaid complaint before the National Land Commission, made a request to the Commission through the said Advocate to be given time to file more documents to support its claim over the suit property, which request was allowed.

28. Interestingly, the 2nd Defendant later found out through a Notice from the National Land Commission, that the Commission had gone ahead, heard, and determined the said claim without giving the 2nd Defendant an opportunity to file the additional documents in support of its ownership.

29. The said Commission further proceeded and published a Gazette Notice purporting to cancel any titles issued to the 2nd Defendant, which directive was not based on any foundation. ***(I refer to Document No. 21, pages 31 to 32 of the 1st and 2nd Defendants' List and Bundle of Documents).***

30. On or about *19th April 2017*, the 2nd Defendant sought the intervention of the Chief Executive Officer National Land Commission, the Acting Chief Land Registrar, and the Cabinet Secretary in charge of lands to rescind the said Gazette Notice to pave way for further investigations into the fraudulent transfer of the property to the Plaintiff. ***(I refer to Document No. 22, page 33 of the 1st and 2nd Defendants' List and Bundle of Documents).***

31. The 2nd Defendant was advised to raise the claim with the Directorate of Criminal Investigations to establish the veracity of its claims; and to allow the Land Registry to look into the same.

32. I wish to state that investigations were subsequently conducted by the Directorate of Criminal Investigations, and fraud was established on the part of the Plaintiff. Vide a letter dated *26th January 2018 Ref no. CID/SEC/4/4/VOL/233*, the Directorate of Criminal Investigation forwarded their findings to the Chief Land Registrar. ***(I refer to Document No. 24, page 36 of the 1st and 2nd Defendants' List and Bundle of Documents).***

33. On *September 2017*, the File No. 157048 for COLUMBUS TWO THOUSAND LIMITED which was purported to have been lost in the Department of Lands resurfaced but the Deed Plan No. 192996 was not in the file and was later found in the File used to Register Property No. 90923 belonging a Company owned by the Directors of the Petitioners.

34. The 2nd Defendant consequently made an Application to the Lands Registrar for the issuance of the Lease Title, and the same has since been registered in the 2nd Defendant's name.

35. In my attempt to seek redress through the Department of Lands and Directorate of Survey, I discovered a scheme intended to defraud me and deny me my right to property.

36. I sought the help of among others, officials of Directorate of Survey where one MR. OGECHI tried to help me retrieve the Computation File at the Department of Survey and the Correspondence File at the Ministry of Lands.

37. As part of the Scheme with collusion with officials in the Commissioner of Lands (Registrar of Lands), the officials orchestrated to hide the file NO. 157048, stole the Deed Plan No. 192966.

38. I later discovered that the Stolen Deed File No. 192966 was used to register the Title in under No. I.R No. 90923 under a company owned by the Directors of the Petitioners herein.

39. The Registered Title was swiftly transferred to the Petitioners herein in an attempt to sanitise the fraud and illegal scheme. The Transferee which is passed on as a transfer to a third party without notice was in fact a transfer by one company held by the Directors of the Petitioners Company from another Company held by the same Directors.

40. Yet in a further action to cleanse their fraud, the Petitioners moved to charge the property to a bank that obviously did not conduct adequate due diligence.

41. When I approached the CEO of the National Land Commission on or about *April 2017*, the acting Chief Land Registrar and the Minister of Lands carried out investigations.

42. Their investigations led them to conclude that the property indeed belongs to COLUMBUS TWO THOUSAND LIMITED and advised that I get a Certified copy of the Deed Plan from the Director of Survey to enable me to obtain my title deed.

43. I was also advised that for the fraudulent title deed to be cancelled I needed to involve the DCI and EACC to investigate the matter and render their finding.

44. Since the Investigation by the DCI was completed and fraud established, they rendered their finding to the Department of Lands with a recommendation that the Fraudulent Title IR. NO 90923 be cancelled and a genuine title to Columbus Two Thousand be issued taking account the history of the allocation.

45. On the same Directive, the County Assembly of Nairobi Scheduled a meeting in which the Select Committee of the Public Accounts Committee considered the proper rate payer in respect to the parcel of Land.

46. The Public Accounts Committee of the County Assembly sent summons to the Petitioners herein, but they failed to attend on three occasions instead they made a Judicial Review Application to gag the County Assembly.

i. Specific Responses to the Averments Contained in the Affidavit of Gordon Ochieng

47. In response to the allegations contained in the affidavits of GORDON OCHIENG sworn and dated *18th October 2022* I state as follows:

i) Mr. Gordon Ochieng's in *paragraph 2* of his affidavit outlines the due process for implementation of a grant of first allocation of land. It is clear from Gordon Ochieng's affidavit that only registration of Title in favour of the 1st Defendant complied with the process which he has ably outlined under paragraph 2.

ii) MR. GORDON OCHIENG' does not contradict allotment in favour of the 2nd Defendant, Part Development Plan (PDP), the original Survey Plan and the original Deed Plan.

iii) The Affidavit does not negate that the 2nd Defendant, accepted and made payments for the allotment of the subject parcel of land title number LR. 209/12077.

iv) In his Affidavit, GORDON OCHIENG does not depone as to how that after acceptance of the allotment letter by the 1st Defendant,, there was another allotment letter in *1999.*

v) The Survey and Deed Plan including the sealing was only done by the surveyor instructed by the 1st Defendant, which had been duly accepted. The Plaintiff does not produce its own, but rather continues to use the information provided by the 1st Defendant with regard to the same.

vi) The Deed Plan was presented to the Commissioner of Lands by the Plaintiff as averred in the Affidavit, such presentation was irregular and or fraudulent and as such could not have moved the Commissioner of Lands to register the said title in favour of the Plaintiff.

vii) At *paragraph 13 of his Affidavit* GORDON OCHIENG states that a purported Deed Plan No. 192966 was presented to the Commissioner of Lands by the allottees KARANDI FARM LTD (PETER MBUGUA AND PAULINE MURINGE). As a professional working in the department of lands, he ought to know that the actions as captured

in his *paragraph 13* are irregular and/or fraudulent to present a purported Deed Plan intended to implement an allotment by a purported allottee.

viii) The process espoused by GORDON OCHIENG is misleading and points to possibility of fraud especially knowing that the Deep Plan from the 1st Defendant had gotten lost.

ix) Curiously, MR. OCHIENG has indicated that in order to register the interest in favour of KARANDI FARM LTD who is purported First Allottee his Department used Correspondence File No. 242510 which he does not exhibit in his affidavit in order to assist the Court.

x) MR. OCHIENG'S affidavit is not helpful to the Court since by the process he has outlined in *paragraph 2* of his affidavit, an allotment letter in relation to First Allocation precedes survey and production of deed plan. Contrary to his statement, the Deed Plan used to register the interest in favour of KARANDI FARM LTD was registered in *1999* but the Deed Plan used was prepared in January 1995 and is the same one which was prepared to implement the allotment in favour of the 1st Defendant and was reported to have been lost in their department.

xi) This inconsistency points to irregular registration of interest in favour of KARANDI FARM LTD and that the said company transferred the title it did not have, and any consequent transfer, charge, or dealing is void.

xii) In response to *paragraph 16 of the Affidavit of GORDON OCHIENG*, the processing of the title by the Commissioner of Lands to the 2nd Defendant was in accordance with the law as all due process was followed.

xiii) Contrary to the averments by GORDON OCHIENG', the title to the 2nd Defendant registered at the Land Title Registry at Nairobi as I.R 213652 is legitimate, explainable and in line with the laws of Kenya.

ii. ***Specific responses to the affidavit of Nyandoro David Nyambaso***

48. In response to the Affidavit of NYANDORO DAVID NYAMBASO sworn on *18th October 2022*, I state as follows, **THAT**:

i) Contrary to the allegations of MR. NYANDORO in his Affidavit that the first grant to Property LR. 209/12077 was issued to KARANDI FARM LIMITED, which grant was reported missing, the first grant to the Suit Property was issued to the 1st Defendant in 1994.

ii) At *paragraph 5* of his affidavit, MR. NYAHDORO depones how the deed of indemnity was initiated in line with loss records (deed file) held in the Central Registry of the Department of Lands.

iii) By outlining the process for the development of a deed of indemnity was registered in Vol D1 Folio 72 File 1508 and this Registration was not gazette in compliance with Section 33 of the Land Registration Act which requires gazettement of Indemnity for the purpose of reconstruction of the Deed File. Publication through the gazette is a substantive requirement.

iv) The Deed Plan mentioned *in paragraph 11 of MR. NYANDORO'S Affidavit* as the true and original copy used by the Plaintiff to prepare their purported title was actually prepared by Prof. Gordon Okumu Wayumba as the instructed surveyor, then.

v) Contrary to the averments by MR. NYANDORO, the Deed Plan was prepared for the purposes of implementing the grant in favour of the 1st Defendant and registration of title for the 2nd Defendant and not the Plaintiff.

vi) Contrary to the allegations in *Paragraph 12* that the 2nd Defendant acquired the title irregularly, the 1st and 2nd Defendants have laid down all the procedures they followed to acquire the property.

vii) Contrary to averments by MR. NYANDORO, the Commissioner of Lands could not have been moved to register the property through an allotment to a third party using a Deed Plan intended to implement an allotment to the 1st Defendant.

viii) Further, and contrary to the averments by MR. NYANDORO, in case of a First Grant, the Deed Plan is submitted to the Commissioner of Lands Directly by the Director of Survey upon the instruction through an Indent Letter and not by the Plaintiff as stated in the Affidavit.

iii. <u>Specific responses to the affidavit of Wilfred Muchae.</u>

49. **<u>THAT</u>** I have read and understood the contents of the affidavit of **WILFRED MUCHAE** sworn on *19th October 2022* and I wish to respond as follows, **THAT:**

(i) The process as explained by WILFRED MUCHAE from *paragraphs 6 to 9* of his affidavit is correct.

(ii) In response I wish to assert that the proper procedure for retrieving a lost Deed Plan is for the allottee to report the loss to the Police, obtain a Police Abstract, do an Affidavit stating the circumstances of the loss thereafter submit the same document to the licences surveyor who previously drew the survey plan and deed plan to retrieve official copies from the Department of Survey.

(iii) It is correct as deponed at *paragraph 10* of the said Affidavit that PROF. GORDON OKUMU WAYUMBA was the licensed surveyor contacted by the 1st Defendant in *February 1994* to conduct the process explained therein.

(iv) The contents of *Paragraph 11* continue to affirm my assertions that PROF. GORDON OKUMU WAYUMBA was the Surveyor who was involved in the whole process of surveying and getting the Deed Plan as requested by the allottee, the 1st Defendant.

(v) Further, PROF. GORDON OKUMU WAYUMBA submitted to the Director of Surveys, the Deed Plans requesting the Director of Surveys to cause the examination, sealing and signing of the submitted Deed Plans to implement the allotment in favour of the Allottees for registration.

(vi) When I was informed that the original Deed Plan was missing from the records at the Registry, I made a report to the police and requested PROF. GORDON OKUMU WAYUMBA to submit my request for a certified copy of the Deed Plan number 192966.

(vii) The deponent's allegations at *paragraph 16* of the said Affidavit that PROF. GORDON OKUMU WAYUMBA had no authority to make the application for a certified copy of the Deed Plan, are baseless, on the ground that as a Licenced Surveyor who undertook the Survey and drew the Deed Plan, he had full authority to request for a Certified Copy on behalf of the 1st Defendant.

(viii) It was neither an omission nor an oversight on the part of the Director of Surveys when he allowed the application for certified copies of the Deed plan, as the same were requested by a licensed surveyor of Kenya. The Certified Copy was also duly accepted by the Registry for the purposes of registering the title in favour of the 1st Defendant.

(ix) I state that the process is in full compliance with land administration requirements and was duly endorsed by the Department of Survey and Registrar of Lands in registering the title in favour of the 1st Defendant.

50. In light of the aforesaid, it is not in dispute that the 1st Defendant was the first person to be issued with allotment letters for the Suit Property from the Government of Kenya.

51. It is also not disputed that the 1st Defendant took all necessary measures to ensure that the property was registered in his name although the process took longer due to his ill health.

52. The 1st and 2nd Defendants have been at all material times, the rightful owners of all that property measuring 2.00HA and known as Parcel Number LR 209/12077.

53. I believe that the Plaintiff used illegal means to acquire the said Title in blatant violation of the Land Laws of Kenya and the Constitution of the Land for the following reasons:

a) At the Ministry of Lands, there are two correspondence files that is; for the Plaintiff and the 2nd Respondent, and both based on the Deed Plans issued to implement the allotment in favour of the 1st Defendant.

b) At the Physical Planning Department, there are two Part Development Plans one for the 2nd Respondent and another for the Plaintiff when it is clear from the records that only one PDP was issued in favour of the 1st Defendant and four others;

c) At the Survey of Kenya, there is only one Computation File (Comps File Number 30790) and Deed Plan for the 2nd Defendant used to implement the allotment in favour of the 2nd Defendant;

d) Also, at the Ministry of Lands there are no receipts confirming any payments done by the Plaintiff.

e) Furthermore, at the Ministry of Lands, there are no Stamp Duty files, Memorandum or Valuation forms for the Plaintiff and on the other hand 2nd Defendant;

f) The 2nd Defendant has diligently been paying for the land rent. ***(Annexed hereto and marked 'GOW8' are copies of the land rate payment receipts).***

g) The documents used in the Affidavit Nyandoro's affidavit including the Rate Valuation are plucked from the file which was reported lost by the 1st Defendant.

54. I make this statement in support of the 1st and 2nd Defendants' position that the Suit Property was procedurally and regularly allocated and registered in the 2nd Defendant favour, and in opposition to the prayers sought in the Plaintiff's Notice of Motion Application and Plaint both dated *20th July 2022.*

55. Further, I believe that the clarifications in this Affidavit should lead to a Declaration that the Title in favour of the 2nd Defendant was duly processed through allotment, survey, and registration.

That is all I wish to state.

SIGNED: .....
JOHN MICHAEL OHAS

DATED AT NAIROBI This.....10th..... Day Of .....November..... 2022

OMBOK & OWUOR ADVOCATES
ADVOCATES FOR THE 1ST & 2ND DEFENDANTS

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REPUBLIC OF KENYA
IN THE ENVIRONMENT AND LAND COURT AT NAIROBI
ELC CASE NO. E 242 OF 2022

WAMUNYORO INVESTMENTS LIMITED ..... **PLAINTIFF**

VERSUS

JOHN MICHAEL OHAS ..... **1ST DEFENDANT**
COLUMBUS TWO THOUSAND LIMITED ..... **2ND DEFENDANT**
THE CHIEF LAND REGISTRAR ..... **3RD DEFENDANT**

WITNESS STATEMENT OF PROF. GORDON OKUMU WAYUMBA

I, PROF. GORDON OKUMU WAYUMBA, of **GEOMETRE SURVEYS LIMITED**of Post Office Box Number 53387 – 00200 Nairobi in the Republic of Kenya, wish to make a statement and state as follows;

1. I am a licensed land surveyor fully accredited by the Lands Surveyors Board of Kenya, and I have practiced as such for over thirty (30) years now.

2. I wish to state that I was the instructed Surveyor and personally undertook the Survey, Computations, Generated the Raw Data in respect of the First Allocation of Public Land to Private Owners regarding the Suit Property, Land Reference No. 209/12077.

3. The cadastral survey was based on the Part Development Plan No. 42/14/93/14 of the *12th February 1993* and subsequent Letter of Allotment No. 88767/IV/142 of *3rd February 1994.*

4. Based on the above authority documents, I carried out the survey of the said plot and submitted the survey documents which included; the computations, the survey plan, and the field notes. The director of Survey checked the job which he authenticated as F/R 254/25 and issued Computations No. 30790.

5. The aforesaid authenticated Survey was used to generate an authenticated Deed Plan No. 192966. Apparently, the client misplaced the said Deed Plan and requested for a certified true copy which was issued by the Director of Survey on *17th December 2017;* but maintaining the old Deed Plan Number.

6. I confirm that the process for first allocation of public land to private owners is initiated through allotment and is implemented through survey of the parcel of land, generation of the Deed Plan, confirmation and sealing of the Deed Plan, and is perfected by presentation of the Deed Plan to the Commissioner of Lands (Now Director of Land Administration) for Registration.

7. I further confirm that in respect to the Parcel of Land, which is the subject of this suit, that there is only one Deed Plan that was duly developed, and thus only one regularly registered title in respect to the parcel of Land Number L.R/209/12077.

8. The process for allocation, survey and registration of public land requires several steps which must be undertaken. These include: Allotment based on an application for such

allotment; survey of the plots; Authentication and Sealing of Deed Plans; Submission for registration by the Commissioner of lands *(Now the National Land Commission)*.

9. I wish to state that the allocation of public land to private owners is initiated by an application for allotment and the issuance of allotment to private owners.

10. I confirm that I was the licensed surveyor at the time, that is, in *1994*, contracted by the 2nd Defendant and four others to undertake the survey and produce the Deed Plan in reference to parcel number LR. 209/12077.

11. The subject plots were allocated in accordance with New Grant of Public Land to private ownership based on part development plan by the Physical Planning Department.

12. The process for allotment was duly followed as stated below:

    (i) Letter of Application for Allotment by the 2nd Respondent. ***(I refer to Document No. 5, page 8 of the 1st and 2nd Defendants' List and Bundle of Documents).***

    (ii) Issuance of allotment letter by the government. ***(I refer to Document No. 6, page 9 of the 1st and 2nd Defendants' List and Bundle of Documents).***

    (iii) Acceptance of the allotment letter by the 2nd Respondent. ***(I refer to Document No. 8, page 10 of the 1st and 2nd Defendants' List and Bundle of Documents).***

    (iv) Payment of the required fees. ***(I refer to Document No. 9, pages 12 to 13 of the 1st and 2nd Defendants' List and Bundle of Documents).***

13. I wish to confirm that the effect of allotment of public land is considered final in the process of allocating public land to private ownership and unless cancelled, the allocation cannot be challenged.

14. An allotment once issued remains valid and is sufficient proof of allocation of public land. Further, payment of the Allotment Fees outside the time stipulated in the Allotment Letter does not of itself cancel an allotment.

15. Upon allotment of public land to private owners, the private owners initiate the survey and drawing of a Deed Plan in order to implement the terms of the allotment.

16. In respect to the allotment of the subject properties, I was instructed by among others, the 1st Defendant on behalf of the 2nd Defendant and MR. MARITIM.

17. I reviewed the terms of the allotment of the new Grant and undertook the Survey on behalf of the allottees based on the Part Development Plan (PDP). ***(I refer to Document No. 3, pages 5 to 6 of the 1st and 2nd Defendants' List and Bundle of Documents).***

18. As a Licensed Surveyor, I reviewed and took note of the allotment documentation including: the letter of allotment, acceptance letter, receipt of payment of allotment fees and confirmed that everything was in order and mature to be implemented through the conduct of survey and production of the Deed Plan.

19. I wish to confirm that the purpose of the survey is to confirm the dimensions of the plot, check and confirm that the proposed allotment is aligned with contiguous parcels of

land in the physical plan, computation of the dimensions, generate row data and draw the survey plan.

20. I therefore undertook the survey in accordance with the instructions and submitted the Survey Plan together with the following documents for approval to the Director of survey.

    a. *Slip Authentication (Director of Survey)*
    b. *Computation file (Comps File)*
    c. *Survey plan*
    d. *Cadastral Job for the survey*
    e. *Field Computations*
    f. *Copy of the Part Development Plan (PDP)*
    g. *Copy of the Allotment Letter*
    h. *Authentication Slip by the Director of Survey*

21. Upon the production and confirmation /authentication of the Survey Plan together with the computations, the next step in the implementation of allotment is the Generation of the Deed Plan which forms the binding document for registration of each allotted parcel. ***(I refer to Document No. 16, page 20 of the 1st and 2nd Defendants' List and Bundle of Documents).***

22. I was the instructed Licenced Surveyor for the purposes of drawing the Deed Plan for confirmation and sealing by the Director of Survey.

23. As the of instructed licensed surveyor, I drew the Deed Plan No. 192966 for confirmation and sealing by the Director Survey. ***(I refer to Document No. 16, page 20 of the 1st and 2nd Defendants' List and Bundle of Documents).***

24. The purpose of generating the Deed Plan is to confirm to the Commissioner of Lands *(Now the National Land Commission)* that the allotment has been implemented and that such allotment is mature for registration of the subject parcels in favour of the allottees.

25. The Deed Plan represents a binding document of the Director of Survey signifying full implementation of allotment and that such allotment is mature for registration by the Commissioner of Lands *(Now the National Land Commission)*.

26. I confirm that I drew the Deed Plan in respect to the parcel of land which is the subject of this Suit, duly submitted the same for confirmation and sealing in order to implement the allotment in favour of the 2nd Defendant.

27. The Deed Plan developed is not challenged and remains the only Deed Plan prepared for the purpose of implementing allotment of the said property for registration by the Commissioner of Lands. A certified true copy of the Deed Plan was issued by the Ministry of Lands.

28. The Deed Plan submitted on behalf of the 2nd Defendant was duly and procedurally done, sealed by Director of Survey and Submitted to the Commissioner of Lands for Registration of title in favour of the 2nd Defendant.

29. A Deed Plan duly confirmed and sealed by the Director of Survey is directly presented to the Commissioner of Lands subject to an indent letter for submission of the same.

30. Upon submission of the application for registration to the Commissioner of Lands, I was informed by the 1st Defendant on behalf of the 2nd Defendant that the Deed Plan was reported lost.

31. Based on the Report, as the Licensed Surveyor who drew and presented the Deed Plan, I applied for a certified copy of the Deed Plan which was duly issued.

32. As per the Regulations under the Survey Act, Cap 299 of the Laws of Kenya, being a licensed surveyor duly instructed to undertake the survey on behalf of the allottees, and having drawn the original Deed Plan, it was in order for me to apply for the certified copy of the Deed Plan on behalf of the 1st Defendant.

33. I confirm that there is only one allotment that was duly implemented through the development of the Survey Plan and supporting documentation, confirmation of the Survey Plan through the Authentication Slip, and Drawing, Confirmation and Sealing of the Deed Plan.

34. I further reconfirm that only the registration of Lease in favour of the 1st Respondent is in full compliance with the process for first allocation of public land to private ownership having complied with all the processes of allotment, survey, and registration.

35. I took all necessary measures to ensure that the property was registered in its name although the process took longer due to the ill health of the 1st Defendant.

36. The 1st and 2nd Defendants have been at all material times, the rightful owners of all that property measuring 2.00HA and known as Parcel Number LR 209/12077.

37. I believe that the Plaintiff used illegal means to acquire the said Title in blatant violation of the Land Laws of Kenya and the Constitution of the Land for the following reasons:

    a) At the Ministry of Lands, there are two correspondence files that is; for the Plaintiff and the 2nd Defendant, and both based on the Deed Plans issued to implement the allotment in favour of the 2nd Defendant.

    b) At the Physical Planning Department, there are two Part Development Plans one for the 2nd Defendant and another for the Plaintiff when it is clear from the records that only one PDP was issued in favour of the 2nd Defendant and four others;

    c) At the Survey of Kenya, there is only one Computation File (Comps File Number 30790) and Deed Plan for the 2nd Defendant used to implement the allotment in favour of the 2nd Defendant.

    d) Also, at the Ministry of Lands there are no receipts confirming any payments done by the Plaintiff.

    e) Furthermore, at the Ministry of Lands, there are no Stamp Duty files, Memorandum or Valuation forms for the Plaintiff and on the other hand;

    f) The 2nd Defendant has diligently been paying for the land rent. ***I refer to Document No. 30, pages 45 to 47 of the 1st and 2nd Defendants' List and Bundle of Documents).***

38. I therefore confirm that the Suit Property was procedurally and regularly allocated and registered in the 2nd Defendant's favour.

That is all I wish to state.

SIGNED: .....

PROF. GORDON OKUMU WAYUMBA

DATED AT NAIROBI This 10th Day Of November 2022

.....

OMBOK & OWUOR ADVOCATES
ADVOCATES FOR THE 1ST & 2ND DEFENDANTS

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REPUBLIC OF KENYA
IN THE ENVIRONMENT AND LAND COURT AT NAIROBI
ELC CASE NO. E 242 OF 2022

WAMUNYORO INVESTMENTS LIMITED ..... PLAINTIFF

VERSUS

JOHN MICHAEL OHAS ..... 1ST DEFENDANT
COLUMBUS TWO THOUSAND LIMITED .....2ND DEFENDANT
THE CHIEF LAND REGISTRAR ..... 3RD DEFENDANT

WITNESS STATEMENT OF JOHN MICHAEL OHAS

I, JOHN MICHAEL OHAS of Post Office Box Number 58710 - 00200 Nairobi in the Republic of Kenya, wish to make a statement and state as follows:

1. I am the 1st Defendant herein, and the Director of the COLUMBUS TWO THOUSAND LIMITED, the 2nd Defendant herein. ***(I refer to Documents No. 1 page 3 of the 1st and 2nd Defendants' List and Bundle of Documents).***

2. I wish to confirm that the 2nd Defendant is the rightful owner of the Suit Property known as ***LR.NO. 209/12077.***

3. In the *year 1993*, I, on behalf of the 2nd Defendant submitted an application for allocation of the parcel of land known as *L.R NO. 209/12077* through the then Commissioner of Lands and settlement scheme among other Applicants.

4. The said Application was considered and approved in the *year 1994*, and consequently COLUMBUS TWO THOUSAND LIMITED, the 2nd Defendant herein was issued with an Allotment Letter *Ref No. 88767/iv/142* pending the registration of the Certificate of Title. ***(I refer to Document No. 5 page 8 of the 1st and 2nd Defendants' List and Bundle of Documents).***

5. I wish to state that before allotment of the Suit Property to COLUMBUS TWO THOUSAND LIMITED, the original parcel was subdivided and allocated to a number of other applicants who included the said company as follows: -

   66.1.1. Reference Number 88767/IV/144: Issued to AFRO-ANGLO INVESTMENT (P.O Box 2728 Nairobi);

   66.1.2. Reference Number: 88767/iv/142: Issued to COLUMBUS TWO THOUSAND LTD (P.O Box 2729 Nairobi);

   66.1.3. Reference Number: 88767/141: Issued to FRANCIS MARITIM (P.O Box 2728, Nairobi);

   66.1.4. Reference Number: 88767/IV/140: Issued to DR. TAITA TOWET.

6. The above allotments are evidenced by the general file No. 8876/iv which is in the custody of the Ministry of Lands.

7. I further wish to state that the 2nd Defendant company was also issued with copies of memo, valuation form drawing (PDP) under the Ref No. PPD/42/14/IX/96 at the

Ministry of Lands and Physical Planning. ***(I refer to Documents No. 2 and 3, pages 4 to 6 of the 1st and 2nd Defendants' List and Bundle of Documents).***

8. The Letter of allotment was issued in the name of the 2nd Defendant Company, which allotment was accepted by the 2nd Defendant Company making a payment of *K. Shs. 50,000/-* as part payment of the allotment vide *Receipt No. D448385*. Further payments of *K.Shs. 814,550* were made vide Cheque No. 150995, through *file No. 157048* dated *16th May 1996*. ***(I refer to Document No. 8 and 9 pages 11 to 13 of the 1st and 2nd Defendants' List and Bundle of Documents).***

9. Upon receipt of the Allotment Letter, PDP and Valuation Report, the 2nd Defendant company submitted its acceptance letter for the said allotment, which process was intended to complete the process of allotment and give way for the process of survey and registration of lease.

10. I wish to state that the 2nd Defendant Company further contracted VICTORIA LAND SURVEYORS LIMITED, a registered Surveyor to undertake the Survey and Draw the Survey Plan to enable development of the Deed Plan. ***(I refer to Document No. 10, pages 14, 18, 19 of the 1st and 2nd Defendants' List and Bundle of Documents).***

11. The Survey Plan was submitted to the Director of Survey of Kenya by the said licensed surveyor for the preparation of the Deed Plan.

12. Upon due submission of the allotment and the Survey Plan, the Director of Survey developed and issued the 2nd Defendant Company with the Deed Plan No. 192966 on *25th January 1995* which was submitted at the Ministry of Lands for registration of Lease. ***(I refer to Document No. 16, page 20 of the 1st and 2nd Defendants' List and Bundle of Documents).***

13. Thereafter, and upon receipt of the Deed Plan from the Director of Survey, the Director of Land Registration Prepared the Ident Letter thereon. ***(I refer to Document No. 11, page 15 of the 1st and 2nd Defendants' List and Bundle of Documents).***

14. I wish to state that before registration was completed, I fell ill which necessitated my travel to the United Kingdom for specialized treatment, which further delayed the completion of the registration. ***(I refer to Document No. 17, pages 21 to 26 of the 1st and 2nd Defendants' List and Bundle of Documents).***

15. Upon my return to the Country, I sought to complete the registration on behalf of the 2nd Defendant, first through the office of the Director of Survey to ascertain the 2nd Defendant's allocation. The Director of survey, sought to confirm from the Commissioner of Lands if the said allocation was genuine, and the same was confirmed vide the Commission's letter dated *23rd March 2017*. ***(I refer to Document No. 18, page 27 of the 1st and 2nd Defendants' List and Bundle of Documents).***

16. In the process of completing the registration of the Title at the Land Registry, the 2nd Defendant was shocked to be informed that the whole file, including the Deed Plan, of the Suit Property was missing.

17. The 2nd Defendant requested for certified copies of the Deed Plan from the Director of Survey and the same were issued. ***(I refer to Document No. 18, page 28 of the 1st and 2nd Defendants' List and Bundle of Documents).***

18. The Deed Plan was meant to show the history of the property and that included, the current owner of the property and any endorsements by the relevant registrar in the event the property had changed hands, and in the event of any encumbrances whatsoever. In the 2nd Defendant's case, none of the aforesaid had occurred.

19. I wish to confirm that the documents stated herein are authentic documents in relation to the history of the Suit Property and confirms the registration of the 2nd Defendant's interest and ownership of the Parcel of Land as currently registered in *L.R Number 209/12077.*

20. I wish to state that I have received threats, harassment and intimidation by persons associated with or agents of the Plaintiff including a visit on *23rd May 2012* by hired goons at the office of the 2nd Defendant located at Anniversary Towers in Nairobi.

21. I later established that the Plaintiff and / or its associates had attempted to fraudulently register the property in the name of the Plaintiff, and a Title issued in the Plaintiff's favour, through an irregular and fraudulent process.

22. I confirm that the 2nd Defendant has the correct documentation indicating allotment, valuation, survey, and registration relating to the Suit property.

23. I have full confidence that a proper scrutiny of each process and investigation of the said property will undoubtfully confirm the 2nd Defendant as the registered proprietor of the parcel of Land.

24. In my attempt to follow up with authorities after the aforesaid harassment, and information on the attempted fraudulent registration of the title by the Plaintiff I was threatened by agents of the Plaintiff who had already taken physical possession and control of the Suit Property.

25. Further, in the process of getting the 2nd Defendant's title issued, I approached the National Land Commission seeking to have the ownership of the suit property established through a letter dated *15th May 2012.* ***(I refer to Document No. 20, page 30 of the 1st and 2nd Defendants' List and Bundle of Documents).***

26. The Plaintiff did file a Memorandum of Response to my Complaint and had the same filed before the National Land Commission.

27. I wish to state that the 2nd Defendant who was represented by Advocate in the aforesaid complaint before the National Land Commission, made a request to the Commission through the said Advocate to be given time to file more documents to support its claim over the suit property, which request was allowed.

28. Interestingly, the 2nd Defendant later found out through a Notice from the National Land Commission, that the Commission had gone ahead, heard, and determined the said claim without giving the 2nd Defendant an opportunity to file the additional documents in support of its ownership.

29. The said Commission further proceeded and published a Gazette Notice purporting to cancel any titles issued to the 2nd Defendant, which directive was not based on any foundation. ***(I refer to Document No. 21, pages 31 to 32 of the 1st and 2nd Defendants' List and Bundle of Documents).***

30. On or about *19th April 2017*, the 2nd Defendant sought the intervention of the Chief Executive Officer National Land Commission, the Acting Chief Land Registrar, and the Cabinet Secretary in charge of lands to rescind the said Gazette Notice to pave way for further investigations into the fraudulent transfer of the property to the Plaintiff. ***(I refer to Document No. 22, page 33 of the 1st and 2nd Defendants' List and Bundle of Documents).***

31. The 2nd Defendant was advised to raise the claim with the Directorate of Criminal Investigations to establish the veracity of its claims; and to allow the Land Registry to look into the same.

32. I wish to state that investigations were subsequently conducted by the Directorate of Criminal Investigations, and fraud was established on the part of the Plaintiff. Vide a letter dated *26th January 2018 Ref no. CID/SEC/4/4/VOL/233*, the Directorate of Criminal Investigation forwarded their findings to the Chief Land Registrar. ***(I refer to Document No. 24, page 36 of the 1st and 2nd Defendants' List and Bundle of Documents).***

33. On *September 2017*, the File No. 157048 for COLUMBUS TWO THOUSAND LIMITED which was purported to have been lost in the Department of Lands resurfaced but the Deed Plan No. 192996 was not in the file and was later found in the File used to Register Property No. 90923 belonging a Company owned by the Directors of the Petitioners.

34. The 2nd Defendant consequently made an Application to the Lands Registrar for the issuance of the Lease Title, and the same has since been registered in the 2nd Defendant's name.

35. In my attempt to seek redress through the Department of Lands and Directorate of Survey, I discovered a scheme intended to defraud me and deny me my right to property.

36. I sought the help of among others, officials of Directorate of Survey where one MR. OGECHI tried to help me retrieve the Computation File at the Department of Survey and the Correspondence File at the Ministry of Lands.

37. As part of the Scheme with collusion with officials in the Commissioner of Lands (Registrar of Lands), the officials orchestrated to hide the file NO. 157048, stole the Deed Plan No. 192966.

38. I later discovered that the Stolen Deed File No. 192966 was used to register the Title in under No. I.R No. 90923 under a company owned by the Directors of the Petitioners herein.

39. The Registered Title was swiftly transferred to the Petitioners herein in an attempt to sanitise the fraud and illegal scheme. The Transferee which is passed on as a transfer to a third party without notice was in fact a transfer by one company held by the Directors of the Petitioners Company from another Company held by the same Directors.

40. Yet in a further action to cleanse their fraud, the Petitioners moved to charge the property to a bank that obviously did not conduct adequate due diligence.

41. When I approached the CEO of the National Land Commission on or about *April 2017*, the acting Chief Land Registrar and the Minister of Lands carried out investigations.

42. Their investigations led them to conclude that the property indeed belongs to COLUMBUS TWO THOUSAND LIMITED and advised that I get a Certified copy of the Deed Plan from the Director of Survey to enable me to obtain my title deed.

43. I was also advised that for the fraudulent title deed to be cancelled I needed to involve the DCI and EACC to investigate the matter and render their finding.

44. Since the Investigation by the DCI was completed and fraud established, they rendered their finding to the Department of Lands with a recommendation that the Fraudulent Title IR. NO 90923 be cancelled and a genuine title to Columbus Two Thousand be issued taking account the history of the allocation.

45. On the same Directive, the County Assembly of Nairobi Scheduled a meeting in which the Select Committee of the Public Accounts Committee considered the proper rate payer in respect to the parcel of Land.

46. The Public Accounts Committee of the County Assembly sent summons to the Petitioners herein, but they failed to attend on three occasions instead they made a Judicial Review Application to gag the County Assembly.

i. Specific Responses to the Averments Contained in the Affidavit of Gordon Ochieng

47. In response to the allegations contained in the affidavits of GORDON OCHIENG sworn and dated *18th October 2022* I state as follows:

i) Mr. Gordon Ochieng's in *paragraph 2* of his affidavit outlines the due process for implementation of a grant of first allocation of land. It is clear from Gordon Ochieng's affidavit that only registration of Title in favour of the 1st Defendant complied with the process which he has ably outlined under paragraph 2.

ii) MR. GORDON OCHIENG' does not contradict allotment in favour of the 2nd Defendant, Part Development Plan (PDP), the original Survey Plan and the original Deed Plan.

iii) The Affidavit does not negate that the 2nd Defendant, accepted and made payments for the allotment of the subject parcel of land title number LR. 209/12077.

iv) In his Affidavit, GORDON OCHIENG does not depone as to how that after acceptance of the allotment letter by the 1st Defendant,, there was another allotment letter in *1999*.

v) The Survey and Deed Plan including the sealing was only done by the surveyor instructed by the 1st Defendant, which had been duly accepted. The Plaintiff does not produce its own, but rather continues to use the information provided by the 1st Defendant with regard to the same.

vi) The Deed Plan was presented to the Commissioner of Lands by the Plaintiff as averred in the Affidavit, such presentation was irregular and or fraudulent and as such could not have moved the Commissioner of Lands to register the said title in favour of the Plaintiff.

vii) At *paragraph 13 of his Affidavit* GORDON OCHIENG states that a purported Deed Plan No. 192966 was presented to the Commissioner of Lands by the allottees KARANDI FARM LTD (PETER MBUGUA AND PAULINE MURINGE). As a professional working in the department of lands, he ought to know that the actions as captured

in his *paragraph 13* are irregular and/or fraudulent to present a purported Deed Plan intended to implement an allotment by a purported allottee.

viii) The process espoused by GORDON OCHIENG is misleading and points to possibility of fraud especially knowing that the Deep Plan from the 1st Defendant had gotten lost.

ix) Curiously, MR. OCHIENG has indicated that in order to register the interest in favour of KARANDI FARM LTD who is purported First Allottee his Department used Correspondence File No. 242510 which he does not exhibit in his affidavit in order to assist the Court.

x) MR. OCHIENG'S affidavit is not helpful to the Court since by the process he has outlined in *paragraph 2* of his affidavit, an allotment letter in relation to First Allocation precedes survey and production of deed plan. Contrary to his statement, the Deed Plan used to register the interest in favour of KARANDI FARM LTD was registered in *1999* but the Deed Plan used was prepared in January 1995 and is the same one which was prepared to implement the allotment in favour of the 1st Defendant and was reported to have been lost in their department.

xi) This inconsistency points to irregular registration of interest in favour of KARANDI FARM LTD and that the said company transferred the title it did not have, and any consequent transfer, charge, or dealing is void.

xii) In response to *paragraph 16 of the Affidavit of GORDON OCHIENG*, the processing of the title by the Commissioner of Lands to the 2nd Defendant was in accordance with the law as all due process was followed.

xiii) Contrary to the averments by GORDON OCHIENG', the title to the 2nd Defendant registered at the Land Title Registry at Nairobi as I.R 213652 is legitimate, explainable and in line with the laws of Kenya.

ii. <u>Specific responses to the affidavit of Nyandoro David Nyambaso</u>

48. In response to the Affidavit of NYANDORO DAVID NYAMBASO sworn on *18th October 2022*, I state as follows, **THAT**:

i) Contrary to the allegations of MR. NYANDORO in his Affidavit that the first grant to Property LR. 209/12077 was issued to KARANDI FARM LIMITED, which grant was reported missing, the first grant to the Suit Property was issued to the 1st Defendant in 1994.

ii) At *paragraph 5* of his affidavit, MR. NYAHDORO depones how the deed of indemnity was initiated in line with loss records (deed file) held in the Central Registry of the Department of Lands.

iii) By outlining the process for the development of a deed of indemnity was registered in Vol D1 Folio 72 File 1508 and this Registration was not gazette in compliance with Section 33 of the Land Registration Act which requires gazettement of Indemnity for the purpose of reconstruction of the Deed File. Publication through the gazette is a substantive requirement.

iv) The Deed Plan mentioned *in paragraph 11 of MR. NYANDORO'S Affidavit* as the true and original copy used by the Plaintiff to prepare their purported title was actually prepared by Prof. Gordon Okumu Wayumba as the instructed surveyor, then.

v) Contrary to the averments by MR. NYANDORO, the Deed Plan was prepared for the purposes of implementing the grant in favour of the 1st Defendant and registration of title for the 2nd Defendant and not the Plaintiff.

vi) Contrary to the allegations in *Paragraph 12* that the 2nd Defendant acquired the title irregularly, the 1st and 2nd Defendants have laid down all the procedures they followed to acquire the property.

vii) Contrary to averments by MR. NYANDORO, the Commissioner of Lands could not have been moved to register the property through an allotment to a third party using a Deed Plan intended to implement an allotment to the 1st Defendant.

viii) Further, and contrary to the averments by MR. NYANDORO, in case of a First Grant, the Deed Plan is submitted to the Commissioner of Lands Directly by the Director of Survey upon the instruction through an Indent Letter and not by the Plaintiff as stated in the Affidavit.

iii. <u>Specific responses to the affidavit of Wilfred Muchae.</u>

49. **<u>THAT</u>** I have read and understood the contents of the affidavit of **WILFRED MUCHAE** sworn on *19th October 2022* and I wish to respond as follows, **THAT:**

(i) The process as explained by WILFRED MUCHAE from *paragraphs 6 to 9* of his affidavit is correct.

(ii) In response I wish to assert that the proper procedure for retrieving a lost Deed Plan is for the allottee to report the loss to the Police, obtain a Police Abstract, do an Affidavit stating the circumstances of the loss thereafter submit the same document to the licences surveyor who previously drew the survey plan and deed plan to retrieve official copies from the Department of Survey.

(iii) It is correct as deponed at *paragraph 10* of the said Affidavit that PROF. GORDON OKUMU WAYUMBA was the licensed surveyor contacted by the 1st Defendant in *February 1994* to conduct the process explained therein.

(iv) The contents of *Paragraph 11* continue to affirm my assertions that PROF. GORDON OKUMU WAYUMBA was the Surveyor who was involved in the whole process of surveying and getting the Deed Plan as requested by the allottee, the 1st Defendant.

(v) Further, PROF. GORDON OKUMU WAYUMBA submitted to the Director of Surveys, the Deed Plans requesting the Director of Surveys to cause the examination, sealing and signing of the submitted Deed Plans to implement the allotment in favour of the Allottees for registration.

(vi) When I was informed that the original Deed Plan was missing from the records at the Registry, I made a report to the police and requested PROF. GORDON OKUMU WAYUMBA to submit my request for a certified copy of the Deed Plan number 192966.

(vii) The deponent's allegations at *paragraph 16* of the said Affidavit that PROF. GORDON OKUMU WAYUMBA had no authority to make the application for a certified copy of the Deed Plan, are baseless, on the ground that as a Licenced Surveyor who undertook the Survey and drew the Deed Plan, he had full authority to request for a Certified Copy on behalf of the 1st Defendant.

(viii) It was neither an omission nor an oversight on the part of the Director of Surveys when he allowed the application for certified copies of the Deed plan, as the same were requested by a licensed surveyor of Kenya. The Certified Copy was also duly accepted by the Registry for the purposes of registering the title in favour of the 1st Defendant.

(ix) I state that the process is in full compliance with land administration requirements and was duly endorsed by the Department of Survey and Registrar of Lands in registering the title in favour of the 1st Defendant.

50. In light of the aforesaid, it is not in dispute that the 1st Defendant was the first person to be issued with allotment letters for the Suit Property from the Government of Kenya.

51. It is also not disputed that the 1st Defendant took all necessary measures to ensure that the property was registered in his name although the process took longer due to his ill health.

52. The 1st and 2nd Defendants have been at all material times, the rightful owners of all that property measuring 2.00HA and known as Parcel Number LR 209/12077.

53. I believe that the Plaintiff used illegal means to acquire the said Title in blatant violation of the Land Laws of Kenya and the Constitution of the Land for the following reasons:

a) At the Ministry of Lands, there are two correspondence files that is; for the Plaintiff and the 2nd Respondent, and both based on the Deed Plans issued to implement the allotment in favour of the 1st Defendant.

b) At the Physical Planning Department, there are two Part Development Plans one for the 2nd Respondent and another for the Plaintiff when it is clear from the records that only one PDP was issued in favour of the 1st Defendant and four others;

c) At the Survey of Kenya, there is only one Computation File (Comps File Number 30790) and Deed Plan for the 2nd Defendant used to implement the allotment in favour of the 2nd Defendant;

d) Also, at the Ministry of Lands there are no receipts confirming any payments done by the Plaintiff.

e) Furthermore, at the Ministry of Lands, there are no Stamp Duty files, Memorandum or Valuation forms for the Plaintiff and on the other hand 2nd Defendant;

f) The 2nd Defendant has diligently been paying for the land rent. ***(Annexed hereto and marked 'GOW8' are copies of the land rate payment receipts).***

g) The documents used in the Affidavit Nyandoro's affidavit including the Rate Valuation are plucked from the file which was reported lost by the 1st Defendant.

54. I make this statement in support of the 1st and 2nd Defendants' position that the Suit Property was procedurally and regularly allocated and registered in the 2nd Defendant favour, and in opposition to the prayers sought in the Plaintiff's Notice of Motion Application and Plaint both dated *20th July 2022.*

55. Further, I believe that the clarifications in this Affidavit should lead to a Declaration that the Title in favour of the 2nd Defendant was duly processed through allotment, survey, and registration.

That is all I wish to state.

SIGNED: .....
JOHN MICHAEL OHAS

DATED AT NAIROBI This.....10th..... Day Of .....November..... 2022

.....
OMBOK & OWUOR ADVOCATES
ADVOCATES FOR THE 1ST & 2ND DEFENDANTS

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NAIROBI LAND REGISTRY,
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3. **THE HON. ATTORNEY GENERAL,**
ATTORNEY GENERAL'S CHAMBERS,
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NATIONAL ASSEMBLY
RECEIVED
05 OCT 2022
ART 152(2)

REPUBLIC OF KENYA
IN THE ENVIRONMENT AND LAND COURT AT NAIROBI
ELC CASE NO. E 242 OF 2022

WAMUNYORO INVESTMENTS LIMITED ..... PLAINTIFF

VERSUS

JOHN MICHAEL OHAS ..... 1ST DEFENDANT
COLUMBUS TWO THOUSAND LIMITED .....2ND DEFENDANT
THE CHIEF LAND REGISTRAR ..... 3RD DEFENDANT

WITNESS STATEMENT OF PROF. GORDON OKUMU WAYUMBA

I, PROF. GORDON OKUMU WAYUMBA, of **GEOMETRE SURVEYS LIMITED**of Post Office Box Number 53387 – 00200 Nairobi in the Republic of Kenya, wish to make a statement and state as follows;

1. I am a licensed land surveyor fully accredited by the Lands Surveyors Board of Kenya, and I have practiced as such for over thirty (30) years now.

2. I wish to state that I was the instructed Surveyor and personally undertook the Survey, Computations, Generated the Raw Data in respect of the First Allocation of Public Land to Private Owners regarding the Suit Property, Land Reference No. 209/12077.

3. The cadastral survey was based on the Part Development Plan No. 42/14/93/14 of the *12th February 1993* and subsequent Letter of Allotment No. 88767/IV/142 of *3rd February 1994.*

4. Based on the above authority documents, I carried out the survey of the said plot and submitted the survey documents which included; the computations, the survey plan, and the field notes. The director of Survey checked the job which he authenticated as F/R 254/25 and issued Computations No. 30790.

5. The aforesaid authenticated Survey was used to generate an authenticated Deed Plan No. 192966. Apparently, the client misplaced the said Deed Plan and requested for a certified true copy which was issued by the Director of Survey on *17th December 2017;* but maintaining the old Deed Plan Number.

6. I confirm that the process for first allocation of public land to private owners is initiated through allotment and is implemented through survey of the parcel of land, generation of the Deed Plan, confirmation and sealing of the Deed Plan, and is perfected by presentation of the Deed Plan to the Commissioner of Lands (Now Director of Land Administration) for Registration.

7. I further confirm that in respect to the Parcel of Land, which is the subject of this suit, that there is only one Deed Plan that was duly developed, and thus only one regularly registered title in respect to the parcel of Land Number L.R/209/12077.

8. The process for allocation, survey and registration of public land requires several steps which must be undertaken. These include: Allotment based on an application for such

allotment; survey of the plots; Authentication and Sealing of Deed Plans; Submission for registration by the Commissioner of lands *(Now the National Land Commission)*.

9. I wish to state that the allocation of public land to private owners is initiated by an application for allotment and the issuance of allotment to private owners.

10. I confirm that I was the licensed surveyor at the time, that is, in *1994*, contracted by the 2nd Defendant and four others to undertake the survey and produce the Deed Plan in reference to parcel number LR. 209/12077.

11. The subject plots were allocated in accordance with New Grant of Public Land to private ownership based on part development plan by the Physical Planning Department.

12. The process for allotment was duly followed as stated below:

    (i) Letter of Application for Allotment by the 2nd Respondent. ***(I refer to Document No. 5, page 8 of the 1st and 2nd Defendants' List and Bundle of Documents).***

    (ii) Issuance of allotment letter by the government. ***(I refer to Document No. 6, page 9 of the 1st and 2nd Defendants' List and Bundle of Documents).***

    (iii) Acceptance of the allotment letter by the 2nd Respondent. ***(I refer to Document No. 8, page 10 of the 1st and 2nd Defendants' List and Bundle of Documents).***

    (iv) Payment of the required fees. ***(I refer to Document No. 9, pages 12 to 13 of the 1st and 2nd Defendants' List and Bundle of Documents).***

13. I wish to confirm that the effect of allotment of public land is considered final in the process of allocating public land to private ownership and unless cancelled, the allocation cannot be challenged.

14. An allotment once issued remains valid and is sufficient proof of allocation of public land. Further, payment of the Allotment Fees outside the time stipulated in the Allotment Letter does not of itself cancel an allotment.

15. Upon allotment of public land to private owners, the private owners initiate the survey and drawing of a Deed Plan in order to implement the terms of the allotment.

16. In respect to the allotment of the subject properties, I was instructed by among others, the 1st Defendant on behalf of the 2nd Defendant and MR. MARITIM.

17. I reviewed the terms of the allotment of the new Grant and undertook the Survey on behalf of the allottees based on the Part Development Plan (PDP). ***(I refer to Document No. 3, pages 5 to 6 of the 1st and 2nd Defendants' List and Bundle of Documents).***

18. As a Licensed Surveyor, I reviewed and took note of the allotment documentation including: the letter of allotment, acceptance letter, receipt of payment of allotment fees and confirmed that everything was in order and mature to be implemented through the conduct of survey and production of the Deed Plan.

19. I wish to confirm that the purpose of the survey is to confirm the dimensions of the plot, check and confirm that the proposed allotment is aligned with contiguous parcels of

land in the physical plan, computation of the dimensions, generate row data and draw the survey plan.

20. I therefore undertook the survey in accordance with the instructions and submitted the Survey Plan together with the following documents for approval to the Director of survey.

    a. *Slip Authentication (Director of Survey)*
    b. *Computation file (Comps File)*
    c. *Survey plan*
    d. *Cadastral Job for the survey*
    e. *Field Computations*
    f. *Copy of the Part Development Plan (PDP)*
    g. *Copy of the Allotment Letter*
    h. *Authentication Slip by the Director of Survey*

21. Upon the production and confirmation /authentication of the Survey Plan together with the computations, the next step in the implementation of allotment is the Generation of the Deed Plan which forms the binding document for registration of each allotted parcel. ***(I refer to Document No. 16, page 20 of the 1st and 2nd Defendants' List and Bundle of Documents).***

22. I was the instructed Licenced Surveyor for the purposes of drawing the Deed Plan for confirmation and sealing by the Director of Survey.

23. As the of instructed licensed surveyor, I drew the Deed Plan No. 192966 for confirmation and sealing by the Director Survey. ***(I refer to Document No. 16, page 20 of the 1st and 2nd Defendants' List and Bundle of Documents).***

24. The purpose of generating the Deed Plan is to confirm to the Commissioner of Lands *(Now the National Land Commission)* that the allotment has been implemented and that such allotment is mature for registration of the subject parcels in favour of the allottees.

25. The Deed Plan represents a binding document of the Director of Survey signifying full implementation of allotment and that such allotment is mature for registration by the Commissioner of Lands *(Now the National Land Commission)*.

26. I confirm that I drew the Deed Plan in respect to the parcel of land which is the subject of this Suit, duly submitted the same for confirmation and sealing in order to implement the allotment in favour of the 2nd Defendant.

27. The Deed Plan developed is not challenged and remains the only Deed Plan prepared for the purpose of implementing allotment of the said property for registration by the Commissioner of Lands. A certified true copy of the Deed Plan was issued by the Ministry of Lands.

28. The Deed Plan submitted on behalf of the 2nd Defendant was duly and procedurally done, sealed by Director of Survey and Submitted to the Commissioner of Lands for Registration of title in favour of the 2nd Defendant.

29. A Deed Plan duly confirmed and sealed by the Director of Survey is directly presented to the Commissioner of Lands subject to an indent letter for submission of the same.

30. Upon submission of the application for registration to the Commissioner of Lands, I was informed by the 1st Defendant on behalf of the 2nd Defendant that the Deed Plan was reported lost.

31. Based on the Report, as the Licensed Surveyor who drew and presented the Deed Plan, I applied for a certified copy of the Deed Plan which was duly issued.

32. As per the Regulations under the Survey Act, Cap 299 of the Laws of Kenya, being a licensed surveyor duly instructed to undertake the survey on behalf of the allottees, and having drawn the original Deed Plan, it was in order for me to apply for the certified copy of the Deed Plan on behalf of the 1st Defendant.

33. I confirm that there is only one allotment that was duly implemented through the development of the Survey Plan and supporting documentation, confirmation of the Survey Plan through the Authentication Slip, and Drawing, Confirmation and Sealing of the Deed Plan.

34. I further reconfirm that only the registration of Lease in favour of the 1st Respondent is in full compliance with the process for first allocation of public land to private ownership having complied with all the processes of allotment, survey, and registration.

35. I took all necessary measures to ensure that the property was registered in its name although the process took longer due to the ill health of the 1st Defendant.

36. The 1st and 2nd Defendants have been at all material times, the rightful owners of all that property measuring 2.00HA and known as Parcel Number LR 209/12077.

37. I believe that the Plaintiff used illegal means to acquire the said Title in blatant violation of the Land Laws of Kenya and the Constitution of the Land for the following reasons:

    a) At the Ministry of Lands, there are two correspondence files that is; for the Plaintiff and the 2nd Defendant, and both based on the Deed Plans issued to implement the allotment in favour of the 2nd Defendant.

    b) At the Physical Planning Department, there are two Part Development Plans one for the 2nd Defendant and another for the Plaintiff when it is clear from the records that only one PDP was issued in favour of the 2nd Defendant and four others;

    c) At the Survey of Kenya, there is only one Computation File (Comps File Number 30790) and Deed Plan for the 2nd Defendant used to implement the allotment in favour of the 2nd Defendant.

    d) Also, at the Ministry of Lands there are no receipts confirming any payments done by the Plaintiff.

    e) Furthermore, at the Ministry of Lands, there are no Stamp Duty files, Memorandum or Valuation forms for the Plaintiff and on the other hand;

    f) The 2nd Defendant has diligently been paying for the land rent. ***I refer to Document No. 30, pages 45 to 47 of the 1st and 2nd Defendants' List and Bundle of Documents).***

38. I therefore confirm that the Suit Property was procedurally and regularly allocated and registered in the 2nd Defendant's favour.

That is all I wish to state.

SIGNED: .....

PROF. GORDON OKUMU WAYUMBA

DATED AT NAIROBI This 10th Day Of November 2022

.....

OMBOK & OWUOR ADVOCATES
ADVOCATES FOR THE 1ST & 2ND DEFENDANTS

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JOINT WILL EXECUTORS REPORT ON THE STATUS OF THE ESTATE AS AT 27TH JUNE 2024

7B

Over the last few months, there have been concerns about certain issues raised by the beneficiaries that have been pending in order to close the administration of the office and also for information.

In this regard, here below listed are the main areas of concern regarding the status of the Estate.

1. Sale of the Estate's assets
2. Distribution of legacies arising from the sale of Estate's assets
3. LVA Rental Income
4. Estate's liabilities
5. Pending matters.



SALE OF ESTATE'S ASSETS.

i) Queensgate Serviced Apartments & Spa.

After lengthy negotiations between the JWE and Co-operative Bank, an agreement was reached whereby the property was sold to the **Co-operative Bank of Kenya Limited Staff Retirement Benefits Scheme, 2007** at a price of **Kenya Shillings Five Hundred and Ninety Million only (KES. 590,000,000.00)**. The amount was used to fully settle an outstanding loan of Ksh 812,000,000 which was negotiated by the JWE to 530,000,000. The negotiations resulted in a waiver of Ksh 282,000,000 being accumulated interest over time. This resulted in the Estate benefiting from a cashback of Ksh 60,000,000 which was distributed to the beneficiaries as per the will. The same was communicated as evidenced in the beneficiaries minutes held at H.E. Rigathi Gachagua's official residence on 10th October 2023 and attended by 18 beneficiaries and Kimani Macharia from the office of JWE.

ii) The Olive Garden Hotel.

The hotel was sold to **TM Civil Engineering Limited** at a price of **Kenya Shillings Four Hundred and twelve Million only (KES. 412,000,000).** The proceeds were distributed to the beneficiaries as per the will. The same was communicated as evidenced in the beneficiaries minutes specifically minute 2(b) of the meeting of 24/06/2023 and minutes No. 4 of the meeting of 10/10/2023

iii) Kuruwitu Home Resort.

The resort was sold to **Kuruwitu Properties Ltd** for **Kenya Shillings Two Hundred and Fifty Million only (KES. 250,000,000).** The proceeds were used to settle the Estate's outstanding debts and a balance of KES 60,000,000 was distributed to the beneficiaries as per the will. The same was communicated through the right forum as evidenced by the family meeting minutes.

iv) Kiangwaci Land

The land was sold to **Maguna Andu Distributors Ltd** at a cost of **Kenya Shillings Twenty Five Million only (KES. 25,000,000).** The proceeds we used to settle stressing Estate's debts. The same was communicated as evidenced in the previous JWE reports as circulated to the beneficiaries.

v) **Motor Vehicles and Movable Assets.**

These were disposed of for **Kenya Shillings twenty two million, One Hundred and Seventy Two Thousand Two Hundred only (KES.22,172,200).** This was realized from a cash payment of KES 2,000,000 from H.E. Rigathi Gachagua for a lorry and KES 20,172,200 from deductions from beneficiaries. The KES 20,172,200 was distributed to the beneficiaries as per the will and KES 2,000,000 which was paid in July 2019 used to pay part of the Family Bank loan.

DISTRIBUTION OF LEGACIES ARISING FROM SALE OF ESTATE'S ASSETS

Distribution of legacies due from the sale of assets was carried out as shown in the schedule set out hereunder;

ESTATE OF THE LATE JAMES NDERITU GACHAGUA - DISTRIBUTION FROM SALE OF ASSETS

BENEFICIARIES NAMES	%GES AS PER WILL	QUEENSGATE CASHBACK	OLIVE GARDEN SALE + KINGDOM BANK COMPENSATION	MOTOR VEHICLES & MOVABLE ASSETS	RENT ACCUMULATED IN CO-OP ACCOUNT	KURUWITU PROPERTY BALANCE	TOTALS
Susan Kirigo	10%	6,000,000	50,000,000	2,017,220	870,000	6,000,000	64,887,220
Mercy Wanjira	10%	6,000,000	50,000,000	2,017,220	870,000	6,000,000	64,887,220
Kenneth Gachagua	10%	6,000,000	50,000,000	2,017,220	870,000	6,000,000	64,887,220
Jason Kariuki	10%	6,000,000	50,000,000	2,017,220	870,000	6,000,000	64,887,220
Martha Kirigo	5%	3,000,000	25,000,000	1,008,610	435,000	3,000,000	32,443,610
Margaret Nyokabi	5%	3,000,000	25,000,000	1,008,610	435,000	3,000,000	32,443,610
Margaret Karungaru	5%	3,000,000	25,000,000	1,008,610	435,000	3,000,000	32,443,610
Cecelia Wambui - 10%	4%	250,000	2,000,000	80,689	34,800	240,000	2,605,489
Stephen Gachagua - 60%		1,400,000	12,000,000	484,133	208,800	1,440,000	15,532,933
Kevin Kimani - 5%		135,000	1,000,000	40,344	17,400	120,000	1,312,744
Wangechi Gachagua - 12.5%		307,500	2,500,000	100,861	43,500	300,000	3,251,861
Reriani Gachagua - 12.5%		307,500	2,500,000	100,861	43,500	300,000	3,251,861
Rigathi Gachagua	5%	3,000,000	25,000,000	1,008,610	435,000	3,000,000	32,443,610
Lilian Wamuyu	1%	600,000	5,000,000	201,722	87,000	600,000	6,488,722
Linda Muthoni	1%	600,000	5,000,000	201,722	87,000	600,000	6,488,722
Eunice Nyangari	1%	600,000	5,000,000	201,722	87,000	600,000	6,488,722
The Late Dr. Wachira's Children	4%	2,400,000	20,000,000	806,888	348,000	2,400,000	25,954,888
Jennifer Gacheke	1%	600,000	5,000,000	201,722	87,000	600,000	6,488,722
Susan Wanjiru	2%	1,200,000	10,000,000	403,444	174,000	1,200,000	12,977,444
Eva Mukami	5%	3,000,000	25,000,000	1,008,610	435,000	3,000,000	32,443,610
Dorcas Rigathi	2%	1,200,000	10,000,000	403,444	174,000	1,200,000	12,977,444
Johnson Kibaara	3%	360,000	3,000,000	121,033	52,200	360,000	3,893,233
Peterson Wachira		360,000	3,000,000	121,033	52,200	360,000	3,893,233
Leah Wangari		360,000	3,000,000	121,033	52,200	360,000	3,893,233
Josephine Wangari		360,000	3,000,000	121,033	52,200	360,000	3,893,233
Francisca Wambui		360,000	3,000,000	121,033	52,200	360,000	3,893,233
Joint Will Executors	5%	3,000,000	25,000,000	1,008,610	435,000	3,000,000	32,443,610
Administration & Taxes	11%	6,600,000	55,000,000	2,218,943	957,000	6,600,000	71,375,943
TOTALS	**100%**	**60,000,000**	**500,000,000**	**20,172,200**	**8,700,000**	**60,000,000**	**648,872,200**

ESTATE'S LIABILITIES.

i) Owing to the uncertainty of the outcome of the appeal pending at the Court of Appeal, it is anticipated that there might be a cost to it if the Estate loses the case. An estimate of KES. 90,000,000 needs to be provided for to cater for the legal fees and costs that may arise from an unsuccessful appeal. It is to be noted that Tripple Eight's claim was KES 455,000,000 while the KPC's counter claim was KES 700,000,000 and the two, in law are two distinct cases. The KES 90,000,000 we refer to, here, as anticipated costs in case of a loss at the Court of Appeal, is what KPC's lawyers might demand in respect of both our claim and the KPC's counter claim in both the High Court and Court of Appeal proceedngs. It does not include the Estate's lawyers fees which has been partially paid previously.

ii) An estimate of Legal costs for the distribution and registration of transfers of the LVA apartments and Lusoi Plots of about KES. 9,000,000 needs to be provided for.

iii) A budget for staff emoluments, termination of contracts and maintenance costs of about KES 6,000,000 need to be provided for in the next one year.

iv) Transfers of direct bequests will also attract additional legal costs.

RE-ALLOCATION OF LVA APARTMENTS

Arising from the above anticipated administration costs, and the fact that the Admin and Taxes share for LVA, sale of Olive Garden and compensation received from Kingdom Bank in the amount of KES 143,000,000 as per the table below was distributed to the beneficiaries, and given the possibility that we may not realize the Wajir and Chase Bank funds in the near future as previously envisaged, we need to retain at least 9 apartments that would have been left for administration purposes under the will as this is the only solution available to deal with anticipated liabilities stated herein. This calls for redistribution of the apartments excluding the share meant for administration and taxes.

Below is a table showing how the beneficiaries benefited beyond their entitlements under the will.

NO	BENEFICIARIES NAMES	%GES AS PER WILL	%GES BASED ON THE 84%	APTS ALLOCATED	ALLOCATION AS PER THE WILL	VALUE ALLOCATED	VALUE AS PER THE WILL	ADVANTAGE REALISED ON OVER ALLOCATION OF APARTMENTS	ADMIN & TAXES - OLIVE GARDEN & KINDOM BANK SHARE	TOTAL ADVANTAGE REALIZED
1	Susan Kirigo	10%	11.90%	8	7	80,000,000	70,000,000	10,000,000	6,547,619	16,547,619
2	Mercy Wanjira	10%	11.90%	8	7	80,000,000	70,000,000	10,000,000	6,547,619	16,547,619
3	Kenneth Gachagua	10%	11.90%	8	7	80,000,000	70,000,000	10,000,000	6,547,619	16,547,619
4	Jason Kariuki	10%	11.90%	8	7	80,000,000	70,000,000	10,000,000	6,547,619	16,547,619
5	Margaret Nyokabi	5%	5.95%	4	3.5	40,000,000	35,000,000	5,000,000	3,273,810	8,273,810
6	Margaret Karungaru	5%	5.95%	4	3.5	40,000,000	35,000,000	5,000,000	3,273,810	8,273,810
7	Jackson Rerlani	4%	4.76%	3	2.8	30,000,000	28,000,000	2,000,000	2,619,048	4,619,048
8	Late Martha Kirigo	5%	5.95%	4	3.5	40,000,000	35,000,000	5,000,000	3,273,810	8,273,810
9	Rigathi Gachagua	5%	5.95%	4	3.5	40,000,000	35,000,000	5,000,000	3,273,810	8,273,810
10	Dorcas Rigathi	2%	2.38%	2	1.4	17,500,000	14,000,000	3,500,000	1,309,524	4,809,524
11	Late Dr. Wachira's Children	4%	4.76%	3	2.8	30,000,000	28,000,000	2,000,000	2,619,048	4,619,048
12	Lilian Wamuyu	1%	1.19%	1	0.7	7,500,000	5,250,000	2,250,000	654,762	2,904,762
13	Linda Muthoni	1%	1.19%	1	0.7	7,500,000	5,250,000	2,250,000	654,762	2,904,762
14	Eunice Nyangari	1%	1.19%	1	0.7	7,500,000	5,250,000	2,250,000	654,762	2,904,762
15	Jennifer Gacheke	1%	1.19%	1	0.7	7,500,000	5,250,000	2,250,000	654,762	2,904,762
16	Susan Wanjiru	2%	2.38%	2	1.4	17,500,000	14,000,000	3,500,000	1,309,524	4,809,524
17	Eva Mukami	5%	5.95%	4	3.5	40,000,000	35,000,000	5,000,000	3,273,810	8,273,810
18	Other Brothers & Sisters	3%	3.57%	2	2.1	24,000,000	21,000,000	3,000,000	1,964,286	4,964,286
19	Joint Will Executors Services	5%	0.00%	0	3.5			-	-	-
20	Administration & Taxes	11%	0.00%	0	7.7			-	-	-
	TOTALS	100%	100%	68				88,000,000	55,000,000	143,000,000

RENTAL ACCRUALS

Considering the above scenario, no accumulated rent can be distributed to the beneficiaries at present, since the JWE office has no money left for Admin issues that may arise. As per the will, the JWE does not owe the beneficiaries any legacy dues considering the amount for the Admin and Taxes was distributed to the beneficiaries as per the above table which shows an over distribution of KES 143,000,000, which under the will, should have remained in the JWE account for administration purposes. The accumulated rent net of expenses, as by 31/5/2024 (from October 2023) is KES 11,376,762.50 which is not sufficient to cater for the anticipated liabilities.

TRANSFER OF DIRECT BEQUESTS

i) The JWE has managed to secure the two titles for Mrs. Margaret Waithigieni Nderitu (Both Karen & Nyeri Town) and transferred the same to her.
ii) The JWE has secured the title for Mrs. Margaret Nyokabi Nderitu. The process of transferring the same to her name is ongoing.
iii) The family of the late Matriarch (Martha Kirigo Gachagua) needs to finalize her succession issues to enable JWE secure a replacement of the late Hon. Nderitu Gachagua's Hiriga home title, since it is in joint ownership to pave way for subdivision of the land to Ken & Jason as per the will. This will also be an advantage for the late Jack's case which is similar.

UNREALIZED ASSETS

i) As communicated earlier, the issue of the chase bank refund, is a favour being pursued as the SBM through its regulator CBK, has already released 75% of the funds and the 25% is pending waiting full liquidation of the Chase Bank Assets. No timeline has been given for that.
ii) The Wajir project outstanding payment of KES 58,000,000 is being pursued and we do not have any timeline for it as well. This had been expected to have been paid by December 2023.
iii) The KPC case as highlighted earlier, is in the Court of Appeal and no hearing date has been given as at 27th June 2024.

JWE DECISION MAKING

The JWE wishes to clarify an issue raised by one of the beneficiaries in regard to the inclusion of the beneficiaries in decision making regarding the sale of the Estate's assets. JWE makes decisions by consensus. There has not been a disagreement between the JWE so far to necessitate a vote. One member of JWE always updates the beneficiaries on the progress of the Estate, including the sale of assets and distribution arising from the said sales.

JWE is accountable to the court for anything done in the administration of the Estate, but has a moral duty to address any issues affecting the Estate raised by the beneficiaries both for clarification and the need for information.

In accordance with the law, JWE makes decisions independently of the beneficiaries and without influence from any beneficiary, except for one who is both a beneficiary and an Executor. JWE does not

have the same attributes and mandate as for Trustees, where beneficiaries would play a part assisting in decision making. But of course, any timely input from the beneficiaries that is useful in decision making is not discouraged. For instance, the sale of Kuruwitu Beach Cottages and Olive Gardens Hotel, was done after beneficiaries were appraised in the meeting of 24th June 2023 cited herein before. Significantly, the beneficiaries themselves in their meetings with one of the Executors, approved the sale of Kuruwitu Home Resort to one of them who is also an Executor. The approval was necessary in accordance with the law in order to ensure that the said beneficiary/executor did not buy an asset of the Estate where any other beneficiary had an interest in buying and had the capacity to do so.

WAY FORWARD.

i) Pending delivery of the Court of Appeal decision on the Triple Eight versus KPC case, we shall reduce the number of apartments to be transferred to those beneficiaries with the 10% and 5% legacies under the will by one apartment each. If Triple Eight succeeds in the appeal, the beneficiaries affected by this action will have the withheld one apartment each re-allocated, transferred and registered to them as in the previous allocations. Further, if Triple Eight succeeds in the appeal, JWE shall pursue the recovery of all legal costs incurred at both the High Court and Court of Appeal litigations, from KPC. The proceeds of any such recovery, shall be distributed to the beneficiaries in accordance with the legacies provided for under the will, alongside the principal amount of the claim and interest due to Triple Eight Construction (Kenya) Limited.

ii) LVA Apartments registration of leases and issuance of Share Certificates to the allotees of each apartment will be done after the finalization of relevant documentation. Handing over of the apartments to follow soon thereafter.

iii) For Lusoi plots, the transfer and registration of titles in the names of allottees, JWE is awaiting holding of a family meeting that was to be held to deal with some anticipated "sales" of some plots internally between family members.

iv) Once the court decision on the KPC matter is delivered, release of the Wajir payment, and the release of the Chase Bank funds, JWE will be ready to wind up and close the administration of the Estate.

We hope that this brief report satisfies the beneficiaries need for information, including reminders of what has already previously been communicated.

Signed,



J. Mwai Mathenge,
For and on behalf of JWE.

7C

IN THE MATTER OF OATHS AND STATUTORY DECLARATIONS ACT, CAP 15 LAWS OF KENYA

IN THE MATTER OF MORANI MANUFACTURERS LIMITED

AND

IN THE MATTER OF NOTICE OF SPECIAL MOTION BY HON. MUTUSE ECKOMAS MWENGI, MEMBER OF PARLIAMENT, KIBWEZI WEST CONSTITUENCY , FOR THE REMOVAL FROM OFFICE, BY IMPEACHMENT OF HIS EXCELLENCY RIGATHI GACHAGUA, EGH, THE DEPUTY PRESIDENT OF THE REPUBLIC OF KENYA.

AFFIDAVIT

I, **JOSHUA KARIANJAHI WAIGANJO**, of P.O BOX 57180-00200, NAIROBI, wish to state as follows:

1. **THAT** I am a male Kenyan citizen of sound mind and holder of a Kenyan National Identity Card Number 14518961.

2. **THAT** I am one of the directors of Morani Manufacturers Limited, a company incorporated under the Companies Act, 2015 with its principal objective being the manufacture of animal feed.

3. **THAT** Morani Manufacturers Limited has has been included in Ground 7 of the of the Special Motion as one of the proxies which the Deputy President of the Republic of Kenya engaged in massive laundering of money, concealment of proceeds of crime, and benefited from influence peddling. The company has been specifically referenced as proxy number 16 in the said Motion.

4. **THAT** despite the grave allegations leveled against Morani Manufacturers Limited, the particulars or specific details of the alleged impropriety involving the company have not been provided for, unlike other entities named in the same Motion.

5. **THAT** Morani Manufacturers Limited was duly incorporated on 13th October, 2021, with its primary purpose being the manufacture of animal feed.
(Annexed and marked JKW1 is a copy of the Certificate of Incorporation)

6. **THAT** at the time of incorporation, I was the sole director and shareholder of the company.
(Annexed and marked JKW2 is a copy of the CR12 as of 7th December, 2021)

NATIONAL ASSEMBLY
RECEIVED
04 OCT 2024
CLERK'S OFFICE

7. **THAT** the bank account details of Morani Manufacturers Limited are as follows:
   Account Number: 2045319175
   Branch Name: 028 - Buruburu
   Customer Name: Morani Manufacturers Limited
   Customer Address: P.O. Box 113, Nakuru

8. **THAT** as of 30th October 2022, the balance in the company's bank account was Kshs. 592.20, and as of 1st August 2024, the balance stood at Kshs. 2,442.20, with no further transactions having taken place.
(Annexed and marked JKW3 is a copy of the Account Transaction Listing)

9. **THAT** the company successfully conducted a singular significant transaction on 11th May 2022, amounting to Kshs. 132,300, following the delivery of 70 kgs pig feed, sow and winner to farmers who remitted payment via cheque. However, due to the company's inability to procure adequate materials for continued production, business operations were subsequently rendered unsustainable, leading to a cessation of further activities.
(Annexed and marked JKW4 is a copy of the cheque)
(Annexed and marked JKW5 is a copy of the receipt)
(Annexed and marked JKW6 is a copy of the bags of the animal feed)

10. **THAT** on 19th May 2022, I transferred 200 shares of Morani Manufacturers Limited to Dorcas Wanjiku Rigathi and Keith Ikinu Rigathi, under the regime of then-President Uhuru Kenyatta.
(Annexed and marked JKW7 is a copy of the Certificate on Transfer of Certain Marketable Securities)
(Annexed and marked JKW8 is a copy of the CR12)
(Annexed and marked JKW9 is a copy of the Tax compliance Certificate)

11. **THAT** despite their appointment as directors, neither Dorcas Wanjiku Rigathi nor Keith Ikinu Rigathi has engaged in any transactions on behalf of the company nor participated in any capacity in the company's operations. Furthermore, they were not involved, directly or indirectly, in the aforementioned transaction with the farmers concerning the supply of pig feed.

12. **THAT** the current Deputy President was sworn into office on 13th September 2022, following which it became increasingly difficult for the two directors to engage in company operations due to the inherent conflict of interest stemming from their political positions.

13. **THAT** since the appointment of Dorcas Wanjiku Rigathi and Keith Ikinu Rigathi as directors, Morani Manufacturers Limited has not conducted any business

transactions, and the company has remained dormant in terms of commercial activity.

14. **THAT** the inclusion of Morani Manufacturers Limited in the Special Motion without any supporting particulars has caused reputation damage to the company and its directors, with far-reaching implications on its credibility and the capacity to conduct future businesses.

15. **THAT** in light of the above, I hereby DEMAND for a public retraction and clarification be issued by the parties responsible for the Special Motion, correcting the false and defamatory statements that have associated Morani Manufacturers Limited with criminal activities without any substantiating evidence. The baseless inclusion of the company in this Motion has resulted in significant reputation damage,to both the company and its directors.

16. **THAT** an unequivocal apology be issued to the directors and shareholders of Morani Manufacturers Limited for the undue harm, both personal and professional, that has arisen from the wrongful inclusion of the company in the Motion.

17. **THAT** Morani Manufacturers Limited and its directors be indemnified from any future legal claims or liabilities that may arise as a result of the wrongful inclusion of the company in the Special Motion, particularly where no supporting evidence of wrongdoing has been provided.

18. **THAT** what is stated herein is true to the best of my knowledge information and belief.

SWORN at **NAIROBI** by the said

JOSHUA KARIANJAHI WAIGANJO

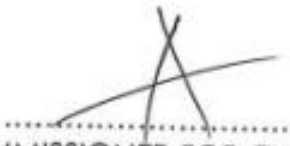
This 2ND DAY OF OCTOBER, 2024

BEFORE ME

COMMISSIONER FOR OATHS

DEPONENT

I **JOSEPH N. ANGWENYI**, a duly appointed Commissioner for Oaths CERTIFY that the above-named deponent appeared before me on the 2nd day of October, 2024 and (being known to me/being identified by his Kenyan Identity Card) acknowledged the above signature or mark to be his/hers and that he/she had freely and voluntarily executed this instrument and understood its contents



.....

COMMISSIONER FOR OATHS SIGNATURE

JKW1





This is the Exhibit marked JKW1
Referred to in the annexed Affidavit/
Declaration of Joshua Karanjah Waiganjo
Sworn/Declared before me this 2nd
day of OCTOBER 20 24 at
NAIROBI in the Republic of Kenya.

No. **PVT-8LU7Q8GD**

CERTIFICATE OF INCORPORATION

I hereby **CERTIFY** that,

MORANI MANUFACTURERS LIMITED

is on this date 13 Oct 2021 Incorporated under the Companies Act, 2015 and that the Company is a **PRIVATE LIMITED COMPANY.**





.....

Registrar Of Companies

This is a system generated certificate. To validate this document send the word **BRS** to **21546**

JKW 2

THE REPUBLIC OF KENYA

BUSINESS REGISTRATION SERVICE
P. O. BOX 30031
NAIROBI
7 DEC 2021

To
JOSHUA KARIANJAHI WAIGANJO
P.O. Box 113
20107 - NJORO

THE COMPANIES ACT, 2015

Records relating to the below company held by the Companies Registry as at 7 Dec 2021

COMPANY	MORANI MANUFACTURERS LIMITED
COMPANY NUMBER	PVT-8LU7Q8GD
NOMINAL SHARE CAPITAL	100,000.00
NUMBER AND TYPE OF SHARES (VALUE PER SHARE)	ORDINARY: 1000 (KES 100.00 EACH)
DATE OF REGISTRATION	13TH OCT, 2021
REGISTERED OFFICE	P.O BOX 113 NJORO TELEPHONE: +254799199040, EMAIL: MORANMILLERSKE@GMAIL.COM COUNTY: NAKURU, DISTRICT: NJORO DISTRICT , LOCALITY: NJORO STREET: NAKURU NJORO, BUILDING: NJORO
POSTAL ADDRESS	P.O BOX 113 NJORO
ENCUMBRANCES	

Name of Directors and Shareholders of the above company with their particular are as follows

NAME	DESCRIPTION	ADDRESS	NATIONALITY	SHARES
JOSHUA KARIANJAHI WAIGANJO	DIRECTOR/SHAREHOLDER	P.O BOX 113 NJORO	KENYA	ORDINARY: 1000
			TOTAL	1000

Yours Faithfully,
REGISTRAR OF COMPANIES

REF NO: OS-P9FY85AP

DISCLAIMER: THIS IS A SYSTEM GENERATED CERTIFICATE AND DOES NOT REQUIRE A SIGNATURE

This is the Exhibit marked "JKW2"
Referred to in the annexed Affidavit /
Declaration of: Joshua Karianjahi Waiganjo.
Sworn / Declared before me this 2nd
Day of OCTOBER 2024
NAIROBI in the Republic of Kenya

Commissioner for Oaths

ACCOUNT TRANSACTION LISTING

Issue date :	02/10/2024	Account No :	2045319175
Branch Code :	28	Branch Name :	028-BURUBURU
Customer ID :	142032410	Customer Name :	MORANI MANUFACTURERS
Period From :	01/10/2020	Customer Address :	PO BOX 113
Period To :	02/10/2024		NAKURU

Txn Date	Value Date	Description	Cheque No	Dr/ Cr	Orig. Brn.	Txn Amount	Running Total
15/12/2021	15/12/2021	PLF368PE1;0799199040;2045319175	0	C	400	5,000.00	5,000.00
30/12/2021	30/12/2021	CHEQUE BOOK REVENUE STAMP FEE :29-12-21		D	28	75.00	4,925.00
30/12/2021	30/12/2021	CHEQUE BOOK ISSUE FEE :29-12-21		D	28	444.00	4,481.00
30/12/2021	30/12/2021	EXCISE DUTY FOR THE FEE		D	28	88.80	4,392.20
30/01/2022	31/01/2022	E-STATEMENT FEE :03-01-22		D	28	25.00	4,367.20
30/01/2022	31/01/2022	EXCISE DUTY FOR THE FEE		D	28	5.00	4,362.20
27/02/2022	28/02/2022	EXCISE DUTY FOR THE FEE		D	28	5.00	4,357.20
27/02/2022	28/02/2022	E-STATEMENT FEE :02-02-22		D	28	25.00	4,332.20
31/03/2022	31/03/2022	E-STATEMENT FEE :02-03-22		D	28	25.00	4,307.20
31/03/2022	31/03/2022	EXCISE DUTY FOR THE FEE		D	28	5.00	4,302.20
28/04/2022	28/04/2022	E-STATEMENT FEE :04-04-22		D	28	25.00	4,277.20
28/04/2022	28/04/2022	EXCISE DUTY FOR THE FEE		D	28	5.00	4,272.20
11/05/2022	13/05/2022	CHEQUES DEPOSITED ON CASA. ACCOUNT	000000000015	C	206	132,300.00	136,572.20
14/05/2022	16/05/2022	CHEQUE WITHDRAWAL	000000000001	D	28	112,000.00	24,572.20
14/05/2022	16/05/2022	CHEQUE WITHDRAWAL FEE	0	D	28	50.00	24,522.20
14/05/2022	16/05/2022	EXCISE DUTY FOR THE FEE	0	D	28	10.00	24,512.20
27/05/2022	27/05/2022	CHEQUE WITHDRAWAL	000000000002	D	28	10,000.00	14,512.20
27/05/2022	27/05/2022	CHEQUE WITHDRAWAL FEE	0	D	28	50.00	14,462.20
27/05/2022	27/05/2022	EXCISE DUTY FOR THE FEE	0	D	28	10.00	14,452.20
30/05/2022	30/05/2022	E-STATEMENT FEE :04-05-22		D	28	25.00	14,427.20
30/05/2022	30/05/2022	EXCISE DUTY FOR THE FEE		D	28	5.00	14,422.20
02/06/2022	02/06/2022	CHEQUE WITHDRAWAL	000000000004	D	28	4,500.00	9,922.20
02/06/2022	02/06/2022	CHEQUE WITHDRAWAL FEE	0	D	28	50.00	9,872.20
02/06/2022	02/06/2022	EXCISE DUTY FOR THE FEE	0	D	28	10.00	9,862.20
07/06/2022	07/06/2022	CHEQUE WITHDRAWAL	000000000006	D	28	6,000.00	3,862.20
07/06/2022	07/06/2022	CHEQUE WITHDRAWAL FEE	0	D	28	50.00	3,812.20
07/06/2022	07/06/2022	EXCISE DUTY FOR THE FEE	0	D	28	10.00	3,802.20
13/06/2022	13/06/2022	CHEQUE WITHDRAWAL	000000000003	D	28	3,000.00	802.20
13/06/2022	13/06/2022	CHEQUE WITHDRAWAL FEE	0	D	28	50.00	752.20
13/06/2022	13/06/2022	EXCISE DUTY FOR THE FEE	0	D	28	10.00	742.20
29/06/2022	29/06/2022	E-STATEMENT FEE :02-06-22		D	28	25.00	717.20
29/06/2022	29/06/2022	EXCISE DUTY FOR THE FEE		D	28	5.00	712.20
28/07/2022	28/07/2022	E-STATEMENT FEE :04-07-22		D	28	25.00	687.20
28/07/2022	28/07/2022	EXCISE DUTY FOR THE FEE		D	28	5.00	682.20
30/08/2022	30/08/2022	EXCISE DUTY FOR THE FEE		D	28	5.00	677.20
30/08/2022	30/08/2022	E-STATEMENT FEE :02-08-22		D	28	25.00	652.20
29/09/2022	29/09/2022	E-STATEMENT FEE :02-09-22		D	28	25.00	627.20
29/09/2022	29/09/2022	EXCISE DUTY FOR THE FEE		D	28	5.00	622.20
30/10/2022	31/10/2022	E-STATEMENT FEE :03-10-22		D	28	25.00	597.20
30/10/2022	31/10/2022	EXCISE DUTY FOR THE FEE		D	28	5.00	592.20
29/11/2022	29/11/2022	E-STATEMENT FEE :02-11-22		D	28	25.00	567.20
29/11/2022	29/11/2022	EXCISE DUTY FOR THE FEE		D	28	5.00	562.20
29/12/2022	29/12/2022	E-STATEMENT FEE :02-12-22		D	28	25.00	537.20
29/12/2022	29/12/2022	EXCISE DUTY FOR THE FEE		D	28	5.00	532.20
30/01/2023	30/01/2023	E-STATEMENT FEE :03-01-23		D	28	25.00	507.20
30/01/2023	30/01/2023	EXCISE DUTY FOR THE FEE		D	28	5.00	502.20
28/02/2023	28/02/2023	E-STATEMENT FEE :02-02-23		D	28	25.00	477.20
28/02/2023	28/02/2023	EXCISE DUTY FOR THE FEE		D	28	5.00	472.20
28/04/2023	28/04/2023	E-STATEMENT FEE :03-04-23		D	28	25.00	447.20
28/04/2023	28/04/2023	EXCISE DUTY FOR THE FEE		D	28	5.00	442.20

This is the Exhibit Marked JKW3
Referred to in the annexed Affidavit/
Declaration of Joshua Kerongoh' Wargayo
Sworn / Declared before me this 2nd
Day of OCTOBER 2024
NAIROBI in the Republic of Kenya

Commissioner for Oaths

absa

I hereby certify that I have scrutinised the original document of which this is a copy and that:
The original document shows no signs of erasure or alterations.
This copy is a complete and true copy of the original document.

Manager
Buruburu, Nairobi
Absa Bank Kenya PLC

ACCOUNT TRANSACTION LISTING

Issue date :	02/10/2024	Account No :	2045319175
Branch Code :	28	Branch Name :	028-BURUBURU
Customer ID :	142032410	Customer Name :	MORANI MANUFACTURERS
Period From :	01/10/2020	Customer Address :	PO BOX 113
Period To :	02/10/2024		NAKURU

Txn Date	Valor Date	Description	Cheque No	Dr/ Cr	Orig. Brn.	Txn Amount	Running Total
01/08/2024	01/08/2024	DEPOSIT	0	C	28	2,000.00	2,442.20

Net Balance : **2,442.20**
Opening Balance : **0.00**
Last Statement Balance : **2,442.20**

----------END OF TRANSACTION LISTING----------

PLEASE BE ADVISED THAT THIS IS AN INTERIM STATEMENT.
THE ENTRIES SHOWN ARE SUBJECT TO CONFIRMATION.

CO-OPERATIVE BANK
BANK
We are you

KENYA
DUTY PAID

Date 10/05/2022

KARATINA BRANCH
P O BOX 931 KARATINA KENYA

11-028

KSh 132,300

Pay MORANI MANUFACTURER

Kenya Shillings one hundrend and thirty two thousands three hundrend shillings Only
A/C PAYEE

28/12/20

UTANRMP/MOUNTAIN TOP HOR.
SHG

011347 11389900

Cheque Number Bank Code Account Number

UTANRMP/MOUNTAIN TOP HOR.
SHG

"000015" 110285"01" 56711389900"

This is the Exhibit Marked" JKW 4
Referred to in the annexed Affidavit
Declaration of Joshua Kurenjahi Waiganjo
Sworn/Declared before me this 2nd
Day of OCTOBER 2024

Commissioner for Oaths

JKW 4

MANUFACTURERS

Tel: 0799 199 040
Email: moranmillerske@gmail.com

Millers and Packers of Maize Floor, Wheat Floor and animal Feeds

To: MOUNTAIN TOP AGRICULTURE

Date: 10/05/2022
Order No. 6
Invoice No.

Please receive the following goods in good order and condition

QTY	DESCRIPTION
	54 bags of Sow and Winner 70 Kgs

MORANI MANUFACTURERS LTD.

CASH SALE

MORANI MANUFACTURERS



Morani Manufacturers Limited
Njoro Nakuru County
P.O. Box 113 Njoro
Tel: 0799 199 040
Email: moranmillerske@gmail.com

Millers and Packers of Maize Floor, Wheat Floor and animal Feeds

M/S. MOUNTAIN TOP AGRICULTURE Date: 10/5/22

Item	Description	Qty	Amount
52	Sow and Winner	54	2600
	132,300		
		132,300	
E.&O.E	No.	Total	

This is the Exhibit Marked "JKWS" Referred to in the annexed Affidavit/ Declaration of Joshua Kariangi W Sworn/Declared before me this 24 Day of OCTOBER 2024 NAIROBI in the Republic of Ke... Commissioner for Oa...

MORANI MANUFACTURERS LTD.

GOODS ONCE SOLD ARE NOT RETURNABLE

JKWS



JKW 6

JKW6
Kwanjahi Wa
2nd
24
OCTOBER
NAIROBI

JKW7

Kshs 2000/=

F

SD 100

26/10

L. K. Andai 26

TRANSFER DEED

26.5.22

KENYA 00100

FOR THE CONSIDERATION stated below the "Transferor(s)" named do hereby transfer to the "Transferee(s)" named the shares or stock specified below subject to the several conditions on which the shares or stock are or is now held by the Transferor(s) and the Transferee(s) hereby agree to accept and hold the said shares subject to the conditions aforesaid.		
Full Name of Company Or Undertaking.....	**MORANI MANUFACTURERS LIMITED**	
Number and full description Of shares or amount of stock and number and denomination or units.....	**FIGURES** 200	**WORDS** TWO HUNDRED FULLY PAID ORDINARY SHARES OF SHS. 1,000/= EACH
TRANSFER FROM TRANSFERORS Name(s)and address(es) in full (PREFERABLY TYPE-WRITTEN OR IN BLOCK CAPITALS)	Joshua Karianjahi Waiganjo **P O Box 113-20107 NJORO**	
CONSIDERATION.....	KSHS. 2,000 (Two Thousand Shillings)	
TRANSFER TO TRANSFEREE(S) Name(s) and address(es) in full (PREFERABLY TYPE-WRITTEN OR IN BLOCK CAPITALS)	Keith Ikinu Rigathi **P O Box 113-20107 NJORO**	

SIGNED, SEALED and DELIVERED by the parties to this transfer this 19th day of May Two Thousand and **TWENTY-TWO.**

In the presence of:
(WITNESS).....
.....
Signature.....
Address.....
Description.....

OSIKE D. OMBASA
COMMISSIONER FOR OATHS
P. O. Box 26765 - 00100
NAIROBI

Joshua
.....
(Joshua Karianjahi Waiganjo)

In the presence of:
(WITNESS).....
Signature.....
Address
Description.....

OSIKE D. OMBASA
COMMISSIONER FOR OATHS
P. O. Box 26765 - 00100
NAIROBI

Keith
.....
(Keith Ikinu Rigathi)

This is the Exhibit Marked JKW7
Referred to in the annexed Affidavit/
Declaration of: Joshua Karianjahi Waiganjo
Sworn/Declared before me this: 2nd
Day of: OCTOBER 20 24 at
NAIROBI in the Republic of Kenya

Commissioner for Oaths

QEP8L4XGOA Confirmed. Ksh2,000.00 sent to Kenya Revenue Authority for account 20202200015394S6 on 25/5/22 at 3:24 PM New M-PESA balance is Ksh37.61. Transaction cost. Ksh49.00.Amount you can transact within the day is 296,000.00. Get Stamped M-PESA Statement for free. dial *334# >My Account>M-PESA statement.

3:25 PM

JKW7

FORM D

REPUBLIC OF KENYA

THE STAMP DUTY ACT
(Cap. 480)

TO: THE COLLECTOR OF STAMP DUTIES
PO BOX 30089, NAIROBI
or
PO BOX 53, MOMBASA

CERTIFICATE ON TRANSFER OF CERTAIN MARKETABLE SECURITIES

I hereby certify that to the best of my knowledge and belief -

(c) the transaction effected by the transfer of 200 shares in MORANI MANUFACTURERS LIMITED dated 19TH MAY 2022 JOSHUA KARIANJAHI WAIGANJO and KEITH IKINU RIGATHI represents transfer of shares in accordance with the terms of the transfer agreement dated 19TH MAY 2022;

(d) the value of one ordinary/~~preference~~ share for the purpose of this transfer in MORANI MANUFACTURERS LIMITED on the 19TH MAY 2022 was Kshs. 1,000/=.

PKF Kenya LLP
PO Box 14077 - 00800
Nairobi

Date 19TH MAY 2022

Signature of Company Auditor _____

NAME (IN BLOCK CAPITALS) PKF KENYA LLP

Postal Address P O BOX 14077 - 00800
NAIROBI

GPK

JKW7

THE REPUBLIC OF KENYA

Office of The Attorney General and The Department of Justice

Sheria House, Harambee Avenue
P.O. Box 40112 - 00100 Nairobi
Telephone: +254 020 2227461 / 2251355
Fax: +254 020 213956
Email: info@ag.go.ke

GOVERNMENT COPY

REF NO. CR-RK1MZQM5 BILL ID. Z5XKJ4 RECEIPT # 8171729

BILL TO

Customer ID: 14518961
Name: JOSHUA KARIANJAHI WAIGANJO
Email: joshuawaiganjo76@gmail.com
Tel: +254722215919

DATE

27 May 2022 02:55 pm

#	DESCRIPTION	AMOUNT (KES)
1	CHANGE OF OFFICIALS (COMPANIES)	2000.00
	SUB TOTAL	2000.00

Note:
This document is computer generated and therefore not signed. It is a valid document issued under the authority of The Office of the Attorney General and the Department of Justice

Kshs 2000/=

KENYA 00100 26.5.22

TRANSFER DEED

FOR THE CONSIDERATION stated below the "Transferor(s)" named do hereby transfer to the "Transferee(s)" named the shares or stock specified below subject to the several conditions on which the shares or stock are or is now held by the Transferor(s) and the Transferee(s) hereby agree to accept and hold the said shares subject to the conditions aforesaid. L. K. Andai 268		
Full Name of Company Or Undertaking.....	**MORANI MANUFACTURERS LIMITED**	
Number and full description Of shares or amount of stock and number and denomination or units.....	**FIGURES** 200	**WORDS** TWO HUNDRED FULLY PAID ORDINARY SHARES OF SHS. 1,000/= EACH
TRANSFER FROM TRANSFERORS Name(s)and address(es) in full (PREFERABLY TYPE-WRITTEN OR IN BLOCK CAPITALS)	Joshua Karianjahi Waiganjo **P O Box 113-20107** **NJORO**	
CONSIDERATION.....	KSHS. 2,000 (Two Thousand Shillings)	
TRANSFER TO TRANSFEREE(S) Name(s) and address(es) in full (PREFERABLY TYPE-WRITTEN OR IN BLOCK CAPITALS)	Dorcas Wanjiku Rigathi **P O Box 113-20107** **NJORO**	

SIGNED, SEALED and DELIVERED by the parties to this transfer this 19th day of May Two Thousand and **TWENTY-TWO.**

In the presence of:
(WITNESS).....
.....
.....
Signature.....
Address.....
Description.....
.....

OSIKE B. OMBASA
COMMISSIONER FOR OATHS
P. O. Box 26765 - 00100
NAIROBI

.....
(Joshua Karianjahi Waiganjo)

.....
In the presence of:
(WITNESS).....
Signature.....
.....
Address
.....
Description.....
.....

OSIKE B. OMBASA
COMMISSIONER FOR OATHS
P. O. Box 26765 - 00100
NAIROBI

.....
(Dorcas Wanjiku Rigathi)

OEP9L4S1UF Confirmed. Ksh2,000.00 sent to Kenya Revenue Authority for account 2020220001539403 on 25/5/22 at 3:22 PM New M-PESA balance is Ksh2,086.81. Transaction cost, Ksh49.00.Amount you can transact within the day is 296,000.00. Get Stamped M-PESA Statement for free. dial *334# >My Account>M-PESA statement.

3:23 PM

JKW't

FORM D

REPUBLIC OF KENYA

THE STAMP DUTY ACT
(Cap. 480)

TO: THE COLLECTOR OF STAMP DUTIES
PO BOX 30089, NAIROBI
or
PO BOX 53, MOMBASA

CERTIFICATE ON TRANSFER OF CERTAIN MARKETABLE SECURITIES

I hereby certify that to the best of my knowledge and belief -

(a) the transaction effected by the transfer of 200 shares in MORANI MANUFACTURERS LIMITED dated 19TH MAY 2022 JOSHUA KARIANJAHI WAIGANJO and DORCAS WANJIKU RIGATHI represents transfer of shares in accordance with the terms of the transfer agreement dated 19TH MAY 2022;

(b) the value of one ordinary/~~preferenee~~ share for the purpose of this transfer in MORANI MANUFACTURERS LIMITED on the 19TH MAY 2022 was Kshs .1,000/=.

PKF Kenya LLP
PO Box 14077 - 00800
Nairobi

Date 19TH MAY 2022

Signature of Company Auditor _____

NAME (IN BLOCK CAPITALS) PKF KENYA LLP

Postal Address P O BOX 14077 - 00800

NAIROBI

GPK

JKW7

THE REPUBLIC OF KENYA

Office of The Attorney General and The Department of Justice

Sheria House, Harambee Avenue
P.O. Box 40112 - 00100 Nairobi
Telephone: +254 020 2227461 / 2251355
Fax: +254 020 213956
Email: info@ag.go.ke

GOVERNMENT COPY

REF NO. CR-RK1MZQM5 BILL ID. Z5XKJ4 RECEIPT # 8171729

BILL TO

Customer ID: 14518961
Name: JOSHUA KARIANJAHI WAIGANJO
Email: joshuawaiganjo76@gmail.com
Tel: +254722215919

DATE
27 May 2022 02:55 pm

#	DESCRIPTION	AMOUNT (KES)
1	CHANGE OF OFFICIALS (COMPANIES)	2000.00
	SUB TOTAL	2000.00

Note:
This document is computer generated and therefore not signed. It is a valid document issued under the authority of The Office of the Attorney General and the Department of Justice

JKW8

THE REPUBLIC OF KENYA

BUSINESS REGISTRATION SERVICE
P. O. BOX 30031
NAIROBI
8 JUN 2022

To
MORANI MANUFACTURERS LIMITED
P.O. Box 113
20107 - NJORO

THE COMPANIES ACT, 2015

Records relating to the below company held by the Companies Registry as at 8 Jun 2022

COMPANY	MORANI MANUFACTURERS LIMITED
COMPANY NUMBER	PVT-8LU7Q8GD
NOMINAL SHARE CAPITAL	100,000.00
NUMBER AND TYPE OF SHARES (VALUE PER SHARE)	ORDINARY: 1000 (KES 100.00 EACH)
DATE OF REGISTRATION	13TH OCT, 2021
REGISTERED OFFICE	P.O BOX 113 NJORO TELEPHONE: +254799199040, EMAIL: MORANMILLERSKE@GMAIL.COM COUNTY: NAKURU, DISTRICT: NJORO DISTRICT , LOCALITY: NJORO STREET: NAKURU NJORO, BUILDING: NJORO
POSTAL ADDRESS	P.O BOX 113 NJORO
ENCUMBRANCES	

Name of Directors and Shareholders of the above company with their particular are as follows

NAME	DESCRIPTION	ADDRESS	NATIONALITY	SHARES
DORCAS WANJIKU RIGATHI	DIRECTOR/SHAREHOLDER	P.O BOX 113 NJORO	KENYA	ORDINARY: 200
KEITH IKINU RIGATHI	DIRECTOR/SHAREHOLDER	P.O BOX 113 NJORO	KENYA	ORDINARY: 200
JOSHUA KARIANJAHI WAIGANJO	DIRECTOR/SHAREHOLDER	P.O BOX 113 NJORO	KENYA	ORDINARY: 600
			TOTAL	1000

Yours Faithfully,
REGISTRAR OF COMPANIES

REF NO: OS-B2FEX8PA

DISCLAIMER: THIS IS A SYSTEM GENERATED CERTIFICATE AND DOES NOT REQUIRE A SIGNATURE

This is the Exhibit Marked "JKW8"
Referred to in the annexed Affidavit /
Declaration of: Joshua Karianjahi Waiganjo
Sworn / Declared before me this: 2nd
Day of: OCTOBER 20 24 at
NAIROBI in the Republic of Kenya

Commissioner for Oaths

KENYA REVENUE AUTHORITY

www.kra.go.ke

Tax Compliance Certificate

For General Tax Questions
Contact KRA Call Centre
Tel: +254 (020) 4999 999
Cell: +254(0711)099 999
Email: callcentre@kra.go.ke

Taxpayer PIN : P052060486Z

Certificate Date: 31/07/2024

Name and Address :

Morani Manufacturers Limited
NA, Njoro, NA, Njoro District,
PO Box:113,
Postal Code:20107

Certificate Number:
KRANKU1431602424

This is to confirm that Morani Manufacturers Limited, Personal Identification Number P052060486Z has filed relevant tax returns and paid taxes due as provided by Law.

This Certificate will be valid for twelve (12) months up to 30/07/2025.

This is the Exhibit Marked "JKW9"
Referred to in the annexed Affidavit/
Declaration of: Joshua Kuriangahi Waiganjo
Sworn / Declared before me this 2nd
Day of OCTOBER 2024
NAIROBI in the Republic of Kenya

Commissioner for Oaths

Caveat: This certificate is issued on the basis of information available with the authority as at the certificate date mentioned above. The Authority reserves the right to withdraw the certificate if new evidence materially alters the tax compliance status of the recipient.

Disclaimer : This certificate is system Generated and therefore does not require signature.You may confirm validity of this certificate on the iTax Portal by using the TCC Checker.This certificate confirms your compliance status for a period of five years preceding the date of issue. The certificate may however be with withdrawn on grounds of outstanding debt affecting periods prior to this.

IN THE MATTER OF OATHS AND STATUTORY DECLARATIONS ACT, CAP 15 LAWS OF KENYA

IN THE MATTER OF MORANI MANUFACTURERS LIMITED

AND

IN THE MATTER OF NOTICE OF SPECIAL MOTION BY HON. MUTUSE ECKOMAS MWENGI, MEMBER OF PARLIAMENT, KIBWEZI WEST CONSTITUENCY, FOR THE REMOVAL FROM OFFICE, BY IMPEACHMENT OF HIS EXCELLENCY RIGATHI GACHAGUA, EGH, THE DEPUTY PRESIDENT OF THE REPUBLIC OF KENYA.

CERTIFICATE OF ELECTRONIC PRODUCTION

(Pursuant to section 106B of the Evidence Act)

I, **JOSHUA KARIANJAHI WAIGANJO** a resident of Nairobi County and care of DANSTAN OMARI & ASSOCIATES ADVOCATES, P.O BOX 57180-00200, KENYATTA AVENUE SUITE NO. 19, 4TH FLOOR UGANDA HOUSE in the Republic of Kenya do hereby make an oath and state as follows:

1. THAT I am an adult of sound mind.
2. THAT I took the photograph of the several bags of pig feed, sow and winner each weighing 70 kgs.
3. THAT I took the photograph from my personal phone, Samsung Note 20, over which I have lawful control.
4. THAT I downloaded the said photograph on my phone and printed it via my advocate's office printer known as **KONICA MINOLTA C554SeriesPCL**
5. THAT I certify that I provided the same information in electronic form for the purpose of this matter.
6. THAT the information provided above is true to the best of my knowledge.

SWORN at **NAIROBI** by the said)
JOSHUA KARIANJAHI WAIGANJO)
)
This 2ND DAY OF OCTOBER, 2024) **DEPONENT**

BEFORE ME

)

COMMISSIONER FOR OATHS

DRAWN & FILED BY:
DANSTAN OMARI & ASSOCIATES ADVOCATES
UGANDA HOUSE, 4TH FLOOR, KENYATTA AVENUE
P.O BOX 57180-00200
NAIROBI
TEL: 0725333913
EMAIL: domariassociates@gmail.com

TO BE SERVED UPON-
THE CLERK OF THE NATIONAL ASSEMBLY

Musyimi & Company
Advocates, Notaries Public & Commissioners for Oaths

M'pulla House, Arboretum Drive . Off State House Road
P.O Box 12502 - 00400, Nairobi, Kenya
Tel: +254 20 233 0551 / 2
Cell: 0733 773 955 / 0722 513 991
Email: musyimilaw@musyimilaw.com
Website: www.musyimilaw.com
PIN No. P051172266W

Our Ref: G120-1/LIT/AM/17 **Your Ref: PUBLIC VIEWS TEMPLATE** **Date: 5th October 2024**

Office of the Clerk,
Main Parliament Buildings, Nairobi
impeachment@parliament.go.ke
P.O. BOX 41842 – 00100
Nairobi
Attention: Mr. S. Njoroge (Clerk of the National Assembly)

Dear Sir,

Subject: **IN THE MATTER OF THE SPECIAL MOTION FOR THE PROPOSED REMOVAL FROM OFFICE, BY IMPEACHMENT, OF THE DEPUTY PRESIDENT OF THE REPUBLIC OF KENYA**

Reference is made to the above subject. We act for the Estate of the Late James Nderitu Gachagua ("the Estate").

Find herewith enclosed the duly completed Public Views Template together with a joint affidavit of Mr. Mwai Mathenge and Mr. Njoroge Regeru both of whom are Executors of the Estate.

Kindly acknowledge receipt by stamping on a copy of this letter and the copy of the affidavit.

Yours Faithfully,
Musyimi & Company Advocates

Kimathi Kamencu
kimathi@musyimilaw.com

CC: Client

NATIONAL ASSEMBLY RECEIVED 5 OCT 2024 ART 150 (2)(a)

[OCTOBER, 2024]

THIRTEENTH PARLIAMENT – (THIRD SESSION)
THE NATIONAL ASSEMBLY

IN THE MATTER OF CONSIDERATION OF THE SPECIAL MOTION FOR THE PROPOSED REMOVAL FROM OFFICE, BY IMPEACHMENT, OF THE DEPUTY PRESIDENT OF THE REPUBLIC OF KENYA

PUBLIC VIEWS TEMPLATE

(Pursuant to Articles 1(2), 10(2)(A) And 118 of the Constitution)

Section A — Personal Information

1. Full Name: ESTATE OF THE LATE GOVERNOR JAMES NDERITU GACHAGUA REPRESENTED BY MUSYIMI & COMPANY
2. Gender: N/A
3. Constituency: N/A
4. County: N/A
5. Identification No. (*National ID/Passport/Kenyan Driving Licence*): N/A

NATIONAL ASSEMBLY RECEIVED 5 OCT 2024 ART 150 (2024)

Section B — Views on the proposed Impeachment Motion

6. What are your views on the Motion? (*Tick appropriate*)

☐ I support

☐ I do not support

☐ Other (*specify*) REFER TO ATTACHED AFFIDAVIT OF MR. MWAI MATHENGE AND MR. NJOROGE REGERU

7. If in support, specify the ground(s) that you agree with as particularized in the Motion and summarized below (*Tick appropriate*)—

☐ **Gross Violation of Articles 10 (2) (a), (b) and (c); 27 (4), 73 (1) (a) and (2) (b); 75 (1) (c), and 129 (2) of the Constitution and Articles 147 (1), as read with Article 131 (2) (c) and (d) of the Constitution.** The Special Motion alleges that H. E. the Deputy President has significantly undermined national unity and the peaceful coexistence of Kenya's diverse communities by persistently making inflammatory and inciteful utterances threatening to discriminate, exclude and unlawfully deny sections of the people of Kenya and regions of the Republic of Kenya equal opportunities for public service appointments and allocation of public resources.

☐ **Gross Violation of Articles 147 (1) and 152 (1) of the Constitution by undermining the President and the Cabinet and the effective discharge of the national government's executive mandate.** The Special Motion alleges that H. E. the Deputy President has made unilateral public statements inconsistent with policy positions collectively adopted by the Government and contradicted the President on critical matters of governance and the exercise of the President's function as a symbol of national unity.

☐ **Gross Violation of Articles 6 (2), 10 (2) (a), 174, 186 (1), 189 (1) and the Fourth Schedule to the Constitution by undermining Devolution.** The Special Motion alleges that H. E. the Deputy President interfered with the running of Nairobi City County Government by inciting citizens against lawful directives of the County Government on the planning and relocation of markets and publicly disparaging the leadership of the County Government and its decisions.

☐ **Gross Violation of Article 160 (1) of the Constitution by undermining the Institutional and Decisional Independence of Judges.** The Special Motion alleges that H. E. the Deputy President has undermined the institutional and decisional independence of a judge through public attacks on a judge of the High Court of Kenya and falsely threatening to file a petition for the removal of the said Judge in a matter in which he was a party.

☐ **Gross Violation of Articles 3 (1) and 148 (5) (a) of the Constitution by breaching his Oath of Office and Allegiance.** The Special Motion alleges that H. E. the Deputy President breached his Oath of Office and Allegiance on account of the utterances and actions attributed to the Deputy President under Grounds (1), (2), and (3) of the Special Motion.

☐ **Serious reasons to believe that H. E the Deputy President has committed crimes under sections 13 (1) (a) and 62 of the National Cohesion and Integration Act.** The Special Motion alleges that H. E the Deputy President has persistently made inflammatory, reckless, and inciteful public utterances over the last two years in contravention of the law.

☐ **Serious reasons to believe that H.E. the Deputy President has committed gross economic crimes, under sections 45 (1), 46, 47A (3), and 48 (1) of the Anti-Corruption and Economic Crimes Act and sections 2, 3, 4, and 7 of Proceeds of Crime and Anti-Money Laundering Act.** The Special Motion alleges that H. E., the Deputy President, has committed gross economic crimes, namely, conflict of interest, abuse of office, and conspiracy to commit crimes by inexplicably amassing property estimated at Kshs. 5.2 billion that is incompatible with his known legitimate income; and by trading with the Office of the Deputy President through proxies.

☐ **Serious reasons to believe that H. E. the Deputy President has committed crimes by continuously misleading members of the public through false, malicious, divisive and inciteful remarks that are contrary to the provisions of section 132 of the Penal Code and section 29 of the Leadership and Integrity Act.**

☐ **Gross Misconduct that is incompatible with the high calling and dignified status of the Office of the Deputy President and member of the Cabinet and the National Security Council.** The Special Motion alleges that H. E. the Deputy President has publicly attacked and undermined the work of the National Security Intelligence Service and its Officers.

☐ **Gross Misconduct by openly or publicly insubordinating the President, who is the Head of State and Government.**

☐ **Gross Misconduct by persistently bullying state and public officers.** The Special Motion alleges that H. E. the Deputy President has, over the past two years, persistently bullied State and public officers.

SIGNED _____ **DATE:** 5th **October, 2024**

Advocates, Notaries Public

Instructions:

Download and fill this Template. Filled Templates may be delivered to a Venue/Collection Centre indicated in the Schedule of Public Hearings on* **4th October, 2024 *or forwarded to the Clerk of the National Assembly, P.O. Box 41842-00100, Nairobi; hand-delivered to the Office of the Clerk, Main Parliament Buildings, Nairobi; or emailed to impeachment@parliament.go.ke to be received on or before* ***Saturday, 5th October, 2024 at 5.00 p.m.***

Appreciation: *The National Assembly appreciates your participation in this process.*

REPUBLIC OF KENYA

IN THE MATTER OF THE OATHS AND STATUTORY DECLARATIONS ACT, CAP 15 OF THE LAWS OF KENYA

IN THE MATTER OF THE SPECIAL MOTION IN THE NATIONAL ASSEMBLY FOR REMOVAL FROM OFFICE BY IMPEACHMENT OF HIS EXCELLENCY RIGATHI GACHAGUA, EGH THE DEPUTY PRESIDENT OF THE REPUBLIC OF KENYA

AFFIDAVIT OF EXECUTORS OF THE ESTATE OF JAMES NDERITU GACHAGUA (DECEASED)

We, **MWAI MATHENGE** ID. No. 7676931 and **NJOROGE REGERU** ID. No. 4868103 both residents of Nairobi and of P.O. BOX 4115 – 00100 Nairobi and P.O. BOX 46971 – 00100 Nairobi respectively in the Republic of Kenya do make oath and state as follows:

1. **THAT** we are citizens of the Republic of Kenya and holders of the above - mentioned identity cards as stated in page 18 of the Notice of Special Motion by Hon. Mutuse Eckomas Mwengi, Member of Parliament Kibwezi West Constituency for the Removal from Office by Impeachment of His Excellency Rigathi Gachagua, EGH the Deputy President of the Republic of Kenya of September 2024 ("the Special Motion").

2. **THAT** we are both Executors of the **Estate of the** Late Governor of Nyeri County **James Nderitu Gachagua** ("the Estate") and therefore competent to swear this Affidavit in matters that relate to the Estate.

3. **THAT** we have read and understood the Special Motion.

4. **THAT** the Special Motion contains, at various pages (including but not limited to pages 18, 19 and 23), information relating to the Estate, Estate Companies and the shareholding and directorships thereof.

5. **THAT** we make this Affidavit for the exclusive purpose of providing objective information and clarifications on a number of factual issues relating to the subject properties and companies and our roles as Executors in relation to the same.

BACKGROUND RELATING TO THE ESTATE

6. **THAT** the late James Nderitu Gachagua ("the Deceased") passed away on 24th February 2017 at Royal Marsden Hospital, Chelsea in London, United Kingdom ***(Annexed hereto and marked JNG- 1 is a copy of the Death Certificate).***

7. **THAT** prior to his demise, the Deceased had executed a Last Will and Testament ("the Will") that was dated 17th February 2017 wherein the following were appointed as Executors as per Article One of the Will: -

   (a) Mwai Mathenge;

   (b) Geoffrey Rigathi Gachagua; and

NATIONAL ASSEMBLY
RECEIVED
- 5 OCT 2024
ART 150 (2)(a)

(c) Njoroge Regeru.

(Annexed hereto and marked JNG– 2 is a copy of the Will of the Late James Nderitu Gachagua).

8. **THAT** the Will set out the assets and liabilities of the Deceased and detailed his wishes relating to distribution of the net estate to the listed beneficiaries ("the Beneficiaries"). Importantly, the Will contained, amongst other provisions, the following: -

   (a) Details of five (5) properties that were to be transferred to specific beneficiaries per Article Five of the Will. These primarily comprised of matrimonial homes, the Deceased's ancestral land and two (2) parcels of undeveloped land in Nyeri County.

   (b) Details of the percentage entitlement of the Beneficiaries to the net estate as per Article Six of the Will. The net estate was the balance that would be realized upon sale of all the Deceased's assets, save for the five properties listed above, and after settlement of the Estate's liabilities. Importantly, the Deceased stated as follows in the Will:-

   "Save for the properties that I have specifically bequeathed under Article Five above, I direct the Executors of my Will and the Administrator of my estate to liquidate all the assets and upon settlement of my liabilities, distribute the NET proceeds in the following manner."

   (c) Details of the Deceased's assets that were to be sold off as per Article Eight of the Will. These assets comprised the bulk of the Estate and the net proceeds of sale were to be distributed to the Beneficiaries upon settlement of the Estate's liabilities.

9. **THAT** the Will per Article Nine also contained details of companies ("the Estate Companies") in which the Deceased was the 100% beneficial owner and which were to be transferred to the Joint Will Executors so as to allow for carrying out of the Deceased's last wishes. The Estate Companies and the respective properties that they owned were as follows: -

   (a) Vipingo Beach Resort Limited which owned: -

      (i) *Queensgate Serviced Apartments on L.R. No. 3734/34 in Nairobi County;*

      (ii) *Lang'ata View Apartments on L.R. No. 209/14437 in Nairobi Counry; and*

      (iii) *Vipingo Beach Resort on Subdivision Numbers 2950 (Original Number 358/4) and 4197 (Original Number 2949/2) Section III Mainland North in the Kuruwitu Area of Kilifi County.*

   (b) The Olive Garden Limited which owned *L.R. No. 209/380/9 in Nairobi County where The Olive Gardens Hotel is situated.*

   (c) Hard Rock Quarries Limited which owned no properties;

(d) Tripple Eight Construction (K) Limited which owned no properties; and

(e) Queensgate Serviced Apartments Spa & Resort Limited which owned no properties.

10. **THAT** in execution of the wishes of the Deceased as above – mentioned, the Joint Will Executors were appointed Directors and the Estate was designated a shareholder in respect of each of the Estate Companies in accordance with the law.

11. **THAT** the changes above - mentioned were necessary to enable the Joint Will Executors to effectively deal with all matters arising from and in connection with the Estate Companies including realizing amounts due to the said Companies, settlement of debts owed by the said Companies and conclusion of pending litigations involving the said Companies.

COURT PROCESSES INCIDENTAL TO THE ADMINISTRATION OF THE ESTATE

12. **THAT** by a Petition dated 29th March 2017, the Joint Will Executors applied for Grant of Probate before the High Court of Kenya in Nairobi and the said Petition was gazetted on 9th June 2017 ***(Annexed hereto and marked JNG– 3 is a copy of the relevant Gazette Notice 5495 of 2017 dated 9th June 2017).***

13. **THAT** following the aforesaid gazettement, and there having been no objection raised by any party, a Grant of Probate was issued to the Executors on 10th July 2017 ***(Annexed hereto and marked JNG– 4 is a copy of the Grant of Probate).***

14. **THAT** on the 21st day of February 2018 the Joint Will Executors petitioned the High Court for confirmation of the Grant ***(Annexed hereto and marked JNG– 5 is a copy of the Summons for Confirmation of Grant).***

15. **THAT** upon hearing the said Summons, and there being no objection raised to the same, the Court allowed the Summons and a Certificate of Confirmation of Grant was consequently issued on 21st March 2018 ***(Annexed hereto and marked JNG– 6 is a copy of the Certificate of Confirmation of Grant).***

PART THREE: DISPOSAL OF ASSETS OF THE ESTATE

16. **THAT** following Confirmation of the Grant and in accordance with the terms of the Will, the Joint Will Executors disposed of assets of the Estate as hereunder: -

A. L.R. No. 3734/34 (Queensgate Serviced Apartments)

17. **THAT** Queensgate Serviced Apartments, registered in the name of Vipingo Beach Resort Limited, was sold to Cooperative Bank of Kenya Limited Staff Retirement Benefits Scheme 2007 as evidenced by the following documents: -

(a) Agreement for Sale dated 4th May 2022 ***(Annexed hereto and marked JNG– 7 is a copy of the said Agreement for Sale).***

(b) Transfer dated 5th October 2022 ***(Annexed hereto and marked JNG– 8 is a copy of the said Transfer).***

B. L.R. No. 209/380/9 (Olive Gardens Hotel)

18. **THAT** all the shares (100%) of The Olive Garden Limited which owned the above property were sold and transferred to TM Civil Engineering Limited as evidenced by the following documents: -

    (a) Share Purchase Agreement dated 17th May 2023 ***(Annexed hereto and marked JNG– 9 hereto is a copy of the said Share Purchase Agreement).***

    (b) Share Transfer dated 8th September 2023 ***(Annexed hereto and marked JNG– 10 is a copy of the said Share Transfer).***

C. L.R. No. 209/380/9 (Lang'ata View Apartments)

19. **THAT** for Lang'ata View Apartments, owned by Vipingo Beach Resort Limited, consisting of seventy (70) Apartments due to the Estate, the Beneficiaries preferred and mandated the Joint Will Executors to allocate the apartments amongst them in the proportions specified in the Will.

20. **THAT** to give effect to this decision of the Beneficiaries, a Special Purpose Vehicle known as Grand Bypass Apartments Limited, was incorporated ***(Annexed hereto and marked JNG– 11 (a) and 11 (b) is a copy of the Certificate of Incorporation and a copy of the CR 12 of Grand Bypass Apartments Limited).***

21. **THAT** the said Company was incorporated for the specific and limited purpose of conveying the seventy (70) Apartments to the respective Beneficiaries. The Joint Will Executors were listed as the Directors of the Company for the sole purpose of executing the requisite ownership documents to facilitate the transfer of the Apartments as above stated.

22. **THAT** pursuant to the mandate above - mentioned, the Joint Will Executors in their capacity as Directors of the Special Purpose Vehicle have caused the apartments to be transferred to the Special Purpose Vehicle as evidenced by the entries on the Title ***(Annexed hereto and marked JNG– 12 is a copy of the Certificate of Title to the Property showing the entries marked as Numbers 12 to 81 - inclusive).***

23. **THAT** the Joint Will Executors are in the process of distributing the Apartments in accordance with the decision of the Beneficiaries.

D. Subdivision Numbers 2950 (Original Number 358/4) & 4197 (Original Number 2949/2) Section III Mainland North – Kilifi (Vipingo Beach Resort)

24. **THAT** the above properties were acquired by Vipingo Beach Resort Limited in 2008 and 2010 respectively.

25. **THAT** for purposes of disposal of the two properties, it was resolved by the Joint Will Executors that a Special Purpose Vehicle would be incorporated and consequently, Kuruwitu Properties Limited was duly established ***(Annexed hereto and marked JNG-13 (a) and 13 (b) is a copy of the Certificate of Incorporation and a copy of the Form CR 12 of Kuruwitu Properties Limited)***.

26. **THAT** the Joint Will Executors caused the two properties to be transferred to the Special Purpose Vehicle where they still remain ***(Annexed hereto and marked JNG- 14 (a) - (d) are copies of the Transfers dated 5th May 2023 and the Certificates of Title evidencing the respective transfers)***.

27. **THAT** it will be noted from the Form CR 12 that Kuruwitu Properties Limited is owned fully (100%) by Vipingo Beach Resort Limited which in turn is owned fully (100%) by the Estate. The sole natural Director of Kuruwitu Properties Limited, Mr. John Mwai Mathenge holds the directorship exclusively as a Nominee of the Estate and representative of the Joint Will Executors. Mr. John Mwai Mathenge holds no shares in Kuruwitu Properties Limited.

CONCLUSION

28. In conclusion, we state as follows: -

    (a) **THAT** our involvement with the Estate, its companies and assets was solely on account of our appointment by the Deceased as Executors under the Will.

    (b) **THAT** our consequential appointment as Directors was solely for the purposes of executing our mandate as Executors of the Estate and for no other purpose.

    (c) **THAT** the Special Purpose Vehicles above mentioned (Grand Bypass Apartments Limited and Kuruwitu Properties Limited), were incorporated for that very specific and limited purpose of conveying interests to respective Beneficiaries and were not used for any other purpose.

    (d) **THAT** with the exception of Langa'ata View Apartments, which receives rental income, none of the other Estate Companies have been operating as trading companies since the demise of the Deceased. The only income received by the Estate Companies are the proceeds from the realization of assets whenever disposal has taken place.

    (e) **THAT** in light of the foregoing paragraph (d), it was not possible for the Estate to be used as proxies or for any purpose whatsoever, besides giving effect to the Will in accordance with the authority conferred by the Grant of Probate and the Confirmation of Grant.

    (f) **THAT** neither of us has been used as proxy by any person or for any purpose whatsoever.

    (g) **THAT** we have, throughout our tenure, exercised our mandate as Joint Will Executors in strict accordance with the Will and the law.

(h) **THAT** the three Joint Will Executors have no common business associations or interests whatsoever. Further, the Joint Will Executors are only associated with each other in their capacities as Executors of the Will, a duty they have faithfully undertaken jointly and in strict adherence to the law.

(i) **THAT** we have at all times acted and will continue to act conscientiously and independently without any influence from anyone and in faithful adherence to the Will and the law.

29. **THAT** what is deponed herein is true to the best of our belief and knowledge.

SWORN by the said **MWAI MATHENGE and NJOROGE REGERU**)
At Nairobi this day of 2024)
)
BEFORE ME)
)
)
)
)
COMMISIONER FOR OATHS)

DEPONENT (*Mwai Mathenge*)

DEPONENT (*Njoroge Regeru*)

Drawn & Filed By:
Musyimi& Company Advocates,
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✉ P.O. Box 12502 – 00400, Nairobi
kimathi@musyimilaw.com
litigation@musyimilaw.com
☎ 0733 773955; 0722 513991; 020 2330551/2

This is the exhibit marked ...
referred to in the annexed ... affidavit of.....
Declared
MWAI MATHENGE and NJOROGE REGERU
before me this 5th day of October 2024 (NAIROBI)

BBQ 152905

CERTIFIED COPY OF AN ENTRY
Pursuant to the Births and Deaths Registration Act 1953

DEATH

Entry No. 115

Registration district: Kensington and Chelsea
Administrative area: Royal Borough of Kensington and Chelsea
Sub-district: Kensington and Chelsea

1. Date and place of death
Twenty-fourth February 2017
Royal Marsden Hospital Chelsea

2. Name and surname
James Nderitu GACHAGUA

3. Sex
Male

4. Maiden surname of woman who has married

5. Date and place of birth
Twenty-ninth July 1953
Kenya

6. Occupation and usual address
Governor of Nyeri County
Husband of Margaret Nyokabi NDERITU Human Resource Manager
72 Kisembe Estate, P0 Box 54702 Nairobi, Kenya

7. (a) Name and surname of informant
Suzan Kirigo NDERITU

(b) Qualification
Daughter
Present at the death

(c) Usual address
72 Kisembe Estate, P0 Box 54702 Nairobi, Kenya

8. I certify that the particulars given by me above are true to the best of my knowledge and belief
S Kirigo
Signature of informant

9. Cause of death
I (a) Metastatic Pancreatic Carcinoma

Certified by J May MB

The exhibit marked MGN-1
referred to in the annexed affidavit of
MWAI MATHENGE RIGATHI GACHAGUA
NJOROGE REGERU
before me this 3rd day of March 2024 at NAIROBI
Commissioner

10. Date of registration
Twenty-fourth February 2017

11. Signature of registrar
M Dykes
Deputy Registrar

Certified true copy of the original
KIMATHI KAMENCU, ADVOCATE

Certified to be a true copy of an entry in a register in my custody.

M Dykes { Deputy ~~Superintendent Registrar~~ *Registrar

Date 24-02-2017

*Strike out whichever does not apply

System No. 515186307

CAUTION: THERE ARE OFFENCES RELATING TO FALSIFYING OR ALTERING A CERTIFICATE AND USING OR POSSESSING A FALSE CERTIFICATE. ©CROWN COPYRIGHT

This is the exhibit marked JNG-2 referred to in the annexed ..... affidavit of ..... Declared before me this 5th day of October 2024 at NAIROBI

Commissioner For Oaths

Draft

LAST WILL AND TESTAMENT

OF

JAMES NDERITU GACHAGUA

I, **JAMES NDERITU GACHAGUA,** born on 29th July, 1953 and currently domiciled and residing at Nairobi and of Post Office Box Number 54702-00200 Nairobi being of sound and disposing mind, memory and understanding do make, publish and declare this as my Last Will and Testament ("Will") and hereby revoke all former wills or testamentary dispositions that have been made by me.

For purposes of this Will, I declare that I am married to Margaret Nyokabi Nderitu and Margaret Waithiegeni Karungaru and the term my children shall mean all children born to me and include:- Susan Kirigo, Mercy Wanjira, Kenneth Gachagua, Jason Kariuki, Gachagua(born to me by Susan Wanjiru) and Ashton Gachagua(born to me by Eva Mukami Githaiga)

ARTICLE ONE

I appoint Mwai Mathenge, Geoffrey Rigathi Gachagua and Njoroge Regeru currently residing at Nairobi and all care of Njoroge Regeru & Company Advocates of Post Office Box Number 46971-00100 to the Joint Executors of my Will and administrator of my estate.

ARTICLE TWO

I direct that the expenses of my funeral and burial be paid out of my estate, in such reasonable amounts as the executor of my Will, will deem proper and fit without unnecessary delay. I hereby authorize the executor of my Will to make use the assets from my estate and make necessary arrangement for payment of my personal debts, obligations and funeral expenses.

ARTICLE THREE

I direct that all estate and inheritance duty, succession, death or related expenses and taxes assessed in respect to my estate, or any part thereof, or in expenses and taxes in respect of any transfer/ transaction made by me during my lifetime or on any other property or interest in property included in my estate, such expense, duty and tax be paid out of my residuary estate and shall not be charged to or against any recipient, beneficiary, transferee or owner of any such property or interest in property bequeathed to the beneficiaries under this Will.

ARTICLE FOUR

In the event of any of my children pre-deceasing me, leaving a child or children of their own, who shall survive me, I hereby devise and bequeath to such child or children the share of my estate that the parent would have inherited had they survived me.

ARTICLE FIVE

I specifically devise and bequest the following properties as follows;-

1. My Lang'ata House, developed on the parcel of land registration number LR NO 7793/20 to my wife Margaret Nyokabi Nderitu to hold in trust for my family;

2. My Karen House, developed on the parcel of land registration number LR 21984/12 to my wife Margaret Waithiegeni;

3. My Hiriga House developed on my 4 acres ancestral land registration number RUKURU/KARUTHI/1384 to Kenneth Gachagua and Jason Kariuki in equal shares;

4. My share in Mweiga Homes Limited to my brother, Geoffrey Rigathi Gachagua, absolutely.

5. My House developed on MIERI/MUNICIPALITY RLUCK 1/26 to my wife Margaret Waithiegeni

ARTICLE SIX

Save for the properties that I have specifically bequeathed under Article Five above, I direct the executors of my Will and the Administrators of my estate to liquidate all the assets and upon settlement of my liabilities, distribute the NET proceeds in the following manner;

(a) 10 % thereof to Susan Kirigo Nderitu;

(b) 10% thereof to Mercy Wanjira;

(c) 10% thereof to Kenneth Gachagua;

(d) 10% thereof to Jason Kariuki;

(e) 5% thereof to my mother, Martha Kirigo Gachagua (to be held in trust for her by Geoffrey Rigathi Gachagua);

(f) 5% thereof to my wife, Margaret Nyokabi Nderitu ;

(g) 5% thereof to my wife, Margaret Waithiegeni;

(h) 4% thereof to my brother, Jackson Ririani Gachagua;

(i) 5% thereof to my brother, Geoffrey Rigathi Gachagua;

(j) 1% thereof to my sister, Lillian Wamuyu Wachira;

(k) 1% thereof to my sister, Linda Muthoni;

(l) 1% thereof to my sister, Eunice Nyangari Gachagua

(m) 4% thereof to Dr. Fred Wachira Gachagua's (Deceased) three (3) children who are minors (the same to be held in trust for them until they are adults by my brother Geoffrey Rigathi Gachagua). The names of the said minors are LINCOLN MACHARIA WACHIRA, WASHINGTON MUTHAITH WACHIRA AND CATHERINE ICERIHO WACHIRA

(n) 1% to Dr. Jennifer Gacheke Simons;

(o) 2% thereof to Susan Wanjiru's son-Gachagua (to be held in trust by his mother)

(p) 5% thereof to Eva Mukami Githaiga's son, Ashton Gachagua Nderitu (to be held in trust by the said Eva Mukami Githaiga);

(q) 2% thereof to Dorcas Rigathi;

(r) 11% thereof to cater for the administrative costs and taxes;

(s) 3% thereof to all my other brothers and sisters including James Ririani Gachagua, Johnson Kibaara Gachagua, Peterson Wachira Gachagua, Leah Wangari Muriuki and Josephine Wangari Wanjaria;

(t) The balance of 5% to the Executors of my Will.

ARTICLE SEVEN

I direct that if any of the above-listed listed beneficiaries raises any challenge to the stated mode of distribution he or she shall be disqualified automatically from inheriting any part of my estate.

ARTICLE EIGHT

My assets include interests in parcels of land, together with developments thereupon registered in my sole name or jointly with others, parcels of land registered in the names of companies that I own, cash in the bank or owed to me, motor vehicles and shares and stocks.

a) Parcel of land comprised in title number LR No. 209/14437 registered in the name of Vipingo Beach Resort Limited and situate in Lang'ata;

b) Parcel of land comprised in the title number LR No. 7793/20 (Original Number 7793/3/2) situate in Karen, Kisembe Road, and registered in my sole name;

c) Parcel of Land registration number Nyeri/Lusoi/252 in my sole name;

d) Parcel of Land comprised in title number 37/256/3, Nairobi, IR number 12609/9 in the name of Triple Eight Investments (Kenya) Limited;

e) Parcel of Land comprised in title number 3734/34 (Original number 3734/3/29) in the name of Vipingo Beach Resort Limited and subject to a Charge registered in favour of Equity Bank Limited;

f) Parcel of Land comprised in the title number Nyeri/Municipality Block I/262 registered in my sole name;

g) Parcel of Land comprised in the title number LR No. 209/380/9 (Original Number 209/380/3/6) registered in my sole name;

h) Parcel of Land comprised in title number C.R. 34741/1, Section III Mainland North registered in the name of Vipingo Beach Resort Limited;

i) Kiangwachi Farms comprised in the title numbers KIINE | GACHARO | 2036 1696 registered in the name of JAMES NDERITU GACHAGUA

CASH IN BANK OR OWED TO ME

j) Cash held to the credit of KITHINJI MARETE & Co ADVOCATES in Chase Bank (K) Limited. Approximately Kshs. 200,000,000.00

k) Cash due from Mr. NIL Wahome on account of equipment/machinery sold to him:- Kshs. 13,000,000.00

MOTOR VEHICLES

l) BMW - registration number KBB 001 G

m) Mercedes Benz registration number KAR 001B

n) Range Rover registration number KBW 001W

o) Truck(Isuzu) registration number KBE 909 E

p) Audi Q.7.....registration number KBK 001Y

q) Toyota Mark X registration number KBL 531H

r) Carter registration number KBL 133 J

SHARES AND STOCKS

s) Vipingo Beach ..... 8,994 shares as at 16th May, 2016 with other shares held in trust for me as more specifically set out in Article Nine below;

t) Olive Gardens Limited ..... 1 share as at 3rd June, 2016 with other shares held in trust for me as more specifically set out in Article Nine below;;

u) Hard Rock Quarries Limited with other shares held in trust for me as more specifically set out in Article Nine below;;

v) Tripple Eight Construction (Kenya) Limited with other shares held in trust for me as more specifically set out in Article Nine below;;

w) Queensgate Serviced Apartments Spa & Resort Limited.....1 share as at 4th October,2016 with other shares held in trust for me as more specifically set out in Article Nine below;

x) [To List out any other].

ARTICLE NINE

The above-noted assets, including the properties held in the name of limited liability companies, belong to me exclusively. I acquired the said assets and properties without any contribution from any person or any of the beneficiaries named herein. The persons named as shareholders in the various companies have no beneficial interest whatsoever in the said companies having provided no consideration for the acquisition of any of the shares. Accordingly, the said persons hold the respective shares in trust for me and they serve as directors on appointment as my nominees. The shares held in trust by my family members and relatives in various companies are as follows;-

(a) Vipingo Beach Resort Limited
   (i) 1000 shares held by Susan Kirigo Nderitu
   (ii) 1 share held by Geoffrey Rigathi Gachagua
   (iii) 5 shares held by Kenneth Gachagua Nderitu

(b) The Olive Garden Limited
   (i) 1 share held by Geoffrey Rigathi Gachagua Nderitu
   (ii) 5 shares held by Kenneth Gachagua Nderitu
   (iii) 59,992 shares held by Hard Rock Quaries Limited
   (iv) 1 share held by Tripple Eight Construction (K) Limited

(c) Hard Rock Quarries Limited

(i) 944 shares held by Susan Kirigo Nderitu

(ii) 50 shares held by Margaret Nyokabi Nderitu

(iii) 1 share held by Geoffrey Rigathi Gachagua

(iv) 5 shares held by Kenneth Gachagua Nderitu

(d) Tripple Eight Construction(K) Limited

(i) 1 share held by Susan Kirigo Nderitu

(ii) 1 share held by Margaret Nyokabi Nderitu

(iii) 1 share held by Geoffrey Rigathi Gachagua

(iv) 5 shares held by Kenneth Gachagua Nderitu

(v) 992 shares held by Hard Rock Quarries Limited

(e) Queensgate Serviced Apartments Spa & Resort Limited

(i) 1 share held by Susan Kirigo Nderitu

(ii) 1 share held by Geoffrey Rigathi Gachagua

(iii) 5 shares held by Kenneth Gachagua Nderitu

I direct my aforesaid trustees and nominees to facilitate smooth execution of my last wishes by executing the relevant documents and/ or forms such as the Trust Deed, Transfer Forms in Black, Resignation(as Directors) Letters , Affidavit supporting resignation as Directors and any other such document that may be required under the relevant law.

Respective apportionment of the net estate to my nominees and/or trustees is subject and conditional upon their execution of the necessary acts to give effect to the object of this Will. Should any of the said nominees or trustees fail to execute all such documents and take all such action as shall be necessary to give full effect to my wishes as expressed in this my Last Will and Testament, then their bequest as more specifically set out in Article Six hereof shall stand annulled and revoked for all purposes.

My nominees and/or trustees shall also surrender to the executors of this Will all documents in their possessions relating to my assets.

ARTICLE TEN

My current liabilities include;-

1. Loans with various Banks as listed below-:

2. Court cases-

   (a) HCCC No. 276 of 2009, Tripple Eight Construction (Kenya) Company vs. Kenya Pipeline Corporation;

   (b) An Appeal from the judgment of Hon. Justice G.V. Odunga in HCCC No. 186 of 2010, Tripple Eight Construction Company(Kenya) Limited;

3. Kshs. 10,000,000.00 (Ten Million Kenya Shillings) due and owing to Dr. Jennifer Gacheke Simons

4. The Sum of Kshs. ..... due to Njoroge Regeru & Company Advocates on account of legal fees, made up as follows;-

   (a) High Court of Kenya (Nyeri) Election Petition 1 of 2013 consolidated with Petition No. 2 of 2013, Dr. Thuo Mathenge & Another vs. Nderitu Gachagua & 2 Others together with Court of Appeal of Kenya at Nyeri, Civil Appeal No. 29 of 2013, Dr. Thuo Mathenge & Another vs. Nderitu Gachagua & 2 Others- K. Shs. 13,900,000.00 (Thirteen Million Nine Hundred Kenya Shillings)

   (b) High Court of Kenya (Nairobi) ELC No. 963 of 2012, Vipingo Beach Limited vs. The Attorney General - Kshs. 32,525,433.00 (Thirty Two Million Five Hundred and Twenty Five Four Hundred and Thirty Three Kenya Shillings)

   (c) HCCC No. 276 of 2009, Tripple Eight Construction (Kenya) Company vs. Kenya Pipeline Corporation: To be agreed upon with the Joint Executors and in default, to be taxed by the Court.

(d) An Appeal from the Judgment of Hon. Justice G.V. Odunga in HCCC No. 186 of 2010, Tripple Eight Construction Company (Kenya) Limited vs. China Petroleum Pipeline Bureau ("CPP") & Kenya Pipeline Company Limited ("KPC"): To be agreed upon with the Joint Executors, and in default, to be taxed by the Court.

ARTICLE TEN

For avoidance of doubt I give, devise and bequeath the rest, residue and remainder of my estate, consisting of all property of every nature owned by me before death or acquired by my estate and not effectively disposed of by the preceding provisions of my Will, including all property over which I may have the power of appointment to the beneficiaries of my estate in the manner set out in Article Six herein above.

ARTICLE ELEVEN

As used in this Will, the masculine, feminine, or neuter gender and the singular or plural number shall each be deemed to include the others whenever the context so indicates.

IN WITNESS WHEREOF I, JAMES NDERITU GACHAGUA, the Testator, have set my hand and seal to this my Last Will and Testament, consisting of Nine typewritten pages at London this 17th day of February Two Thousand and Seventeen.

.....
JAMES NDERITU GACHAGUA

The foregoing instrument was signed, published and declared by **JAMES NDERITU GACHAGUA** the Testator, as and for his Last Will and Testament in the presence of us and we, at his request and in this presence, and in the presence of each other, have hereunto subscribed our names as witness on the date and year above written.

JEAN L.W. MATU residing at NAIROBI *(or any other place)* LONDON

LYDIA W. KINUTHIA residing at NAIROBI *(or any other place)* LONDON

A1733096

This is the exhibit marked "JMG-5" referred to in the annexed Sworn affidavit of MWAI MAJHENGE and NJOROGE REGERU before me this 5th day of October 2017 at NAIROBI

Commissioner For Oaths

SPECIAL ISSUE



THE KENYA GAZETTE

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Vol. CXIX—No. 74 **NAIROBI, 9th June, 2017** **Price Sh. 60**

GAZETTE NOTICE NO. 5495

IN THE HIGH COURT OF KENYA AT NAIROBI

PROBATE AND ADMINISTRATION

TAKE NOTICE that applications having been made in this court in:

CAUSE NO. 1689 OF 2016

By Galm Guracha Jaldesa, of P.O. Box 79592–00200, Nairobi in Kenya, the deceased's widower, through Messrs. Gikera & Vadgama, advocates of Nairobi, for a grant of letters of administration intestate to the estate of Asili Wario Roto, late of Nairobi, who died at Turbi, on 16th April, 2016.

CAUSE NO 333 OF 2017

By Jaspal Singh Matharu, of P.O. Box 18996–00500, Nairobi in Kenya, the deceased's nephew, through Messrs. Harit Sheth advocates of Nairobi, for a grant of letters of administration intestate to the estate of Dhanwant Singh Matharu, late of Nairobi, who died at Nairobi Hospital in Kenya, on 7th December, 1978.

CAUSE NO. 334 OF 2017

By (1) Cathrine Auma Okwero and (2) Viena Akinyi Okwero, both of P.O. Box 938–00521, Nairobi in Kenya, the deceased's daughters, through Messrs. Mukele Moni & Co., advocates of Nairobi, for a grant of letters of administration intestate to the estate of Kilielimo Barasa Okwero, late of Nairobi, who died at Aga Khan Hospital in Kenya, on 28th April, 2006.

CAUSE NO. 335 OF 2017

By Priyesh Mansukhlal Lakhamshi Shah alias Priyesh Mansukhlal Shah, of P.O. Box 41443–00100, Nairobi in Kenya, the executor named in the deceased's last will, through Messrs. Taibjee & Bhalla, advocates of Nairobi, for a grant of probate of written will of Mansuklal Lakhamshi Mepa Shah alias Mansukhlal Lakhamshi Shah, late of Nairobi, who died at 1st Avenue Parklands, on 28th January, 2016.

CAUSE NO. 336 OF 2017

By (1) Karen Nyambura Rurigi and (2) Derek Nelson Mwai Rurigi, both of P.O. Box 25923–00504, Nairobi in Kenya, to the deceased's widow and son, respectively, for a grant of letters of administration intestate to the estate of Harold Gerald Rurigi Mwai, late of Oloosidan Sub-location, who died there on 7th December, 2015.

CAUSE NO. 340 OF 2017

By (1) Nelson Mbuva Kithuka and (2) Charles Muloo Kithuka, both of P.O. Box 45235–00100, Nairobi in Kenya, the deceased's sons, through Messrs. K'bahati & Co., advocates of Nairobi, for a grant of letters of administration intestate to the estate of Naomi Kithuka Kisengi, late of Machakos, who died at Mater Hospital in Kenya, on 7th August, 2013.

CAUSE NO. 341 OF 2017

By (1) Onesmus Musyoki Mulinge and (2) Alice Kavithwa Musyoki, both of P.O. Box 1455–90100, Machakos in Kenya, the deceased's widower and mother, respectively, through Messrs. Mutisya Kiamba & Co., advocates of Nairobi, for a grant of letters of administration intestate to the estate of Alex Mumo Musyoki, late of Kalawani, Mbooni West, who died at Makindu, on 1st June, 2016.

CAUSE NO. 344 OF 2017

By (1) Cecilia Muthoni Njuguna and (2) Vincent Kimani Githua, both of c/o Jude & Sheila Associates, Advocates of Nairobi, the deceased's daughter and son, respectively, through Messrs. Jude & Sheila Associates advocates of Nairobi, for a grant of letters of administration intestate to the estate of Jane Wambui Githua, late of Uthiru, who died there on 18th October, 2014.

CAUSE NO. 345 OF 2017

By Jitendra Jethwa, of 3, Drew Close, Poole, BH12, 5 ES, through Messrs. Walker Kontos advocates of Nairobi, the lawfully appointed administrator for the resealing of a grant of probate of written will issued by the High Court of Justice at Winchester District Probate Registry, United Kingdom on 11th November, 2015 to the estate of Pitamber Jadauji Jethwa, late of Flat 50, Meadow Court, Newton Lane, Verwood Dorset, who died at Royal Bournemouth Hospital, Bournemouth, on 10th December, 2011.

CAUSE NO. 346 OF 2017

By Antigoni Koulouris, of Plot No. 1870111291, Matundu Lane Westlands, Nairobi in Kenya, through Messrs. Walker Kontos advocates of Nairobi, the lawfully appointed administrator for the resealing of a grant of probate of written will issued by the Family Division of the High Court of Justice for England and Wales, on 8th November, 2016, to the estate of Dimitri Koulouris, late of Nairobi, who died at Matundu Lane, Westlands, on 27th December, 2015.

CAUSE NO. 348 OF 2017

By Mary Wanjiru Ndeti, of P.O. Box 1116-00502, Karen in Kenya, the executrix named in the deceased's last will, through Messrs. P. S. K. Kimiti, advocate of Nairobi, for a grant of probate of written will of Ndeti Njoroge Karumba, late of Karen, Nairobi, who died at Texas Cancer Centre, on 2nd July, 2016.

CAUSE NO. 353 OF 2017

By Samson Ngugi Ichung'wa, of P.O. Box 10401-00400, Nairobi in Kenya, the deceased's father, through Messrs. Namasaka & Kariuki advocates of Nairobi, for a grant of letters of administration intestate to the estate of Gideon Eddy Mungai Ngugi, late of Kikuyu, who died at Gikambura, on 6th December, 2016.

CAUSE NO. 354 OF 2017

By (1) Hannah Wairimu Kamenya and (2) James Ndirangu Muriithi, both of P.O. Box 32-10100, Nyeri in Kenya, the deceased's widow and son, respectively, for a grant of letters of administration intestate to the estate of Charles Muriithi Ruoro, late of Nairobi, who died at Kenyatta National Hospital in Kenya, on 1st December, 2014.

CAUSE NO. 357 OF 2017

By (1) Jane Waithira Kuria and (2) Martin Mahira Muiruri, both of P.O. Box 29016-00625, Nairobi in Kenya, the deceased's stepdaughter and stepson, respectively, through Messrs. E. Muigai & Co., advocates of Nairobi, for a grant of letters of administration intestate to the estate of Anna Waithera Muiruri alias Hannah Waithira, late of Nairobi, who died along Waiyaki Way, Nairobi, on 4th April, 1980.

CAUSE NO. 360 OF 2017

By (1) Mukesh Juthalal Shah and (2) Jatin Kumar Juthalal Shah, both of P.O. Box 18619-00500, Nairobi in Kenya, the executors named in the deceased's last will, through Messrs. Sobhag H. Shah & V. Goswami, advocates of Nairobi, for a grant of probate of written will of Rattanbai Juthalal Punja Shah alias Ratanben Juthalal Punja Shah alias Ratanbai Juthalal Punja Shah, late of Nairobi, who died along Kibaragwe Road, Kyuna, on 11th May, 2016.

CAUSE NO. 362 OF 2017

By (1) Martha Wangechi Waiyaki and (2) Edward James Waiyaki, both of P.O. Box 1032-00606, Nairobi in Kenya, the deceased's widow and brother, respectively, through Messrs. C. Kimathi & Co., advocates of Nairobi, for a grant of letters of administration intestate to the estate of James Njenga Waiyaki, late of Meru, who died at Mater Hospital in Kenya, on 9th July, 2004.

CAUSE NO. 365 OF 2017

By (1) Penina Njeri Githathia and (2) Peter Mbari Githathia, both of P.O. Box 16460-00610, Nairobi in Kenya, the deceased's widow and son, respectively, through Messrs. Muchui & Co., advocates of Nairobi, for a grant of letters of administration intestate to the estate of Hezron Mwangi Githathia, late of Nairobi, who died at Guru Nanak Hospital in Kenya, on 11th June, 2016.

CAUSE NO. 367 OF 2017

By (1) Peter Jackson Kibinu and (2) George Kibinu Gathu, both of P.O. Box 77956, Nairobi in Kenya, the deceased's sons, through Messrs. J. K. Muchae & Co., advocates of Nairobi, for a grant of letters of administration intestate to the estate of Margaret Wangui Kibinu, late of Nairobi, who died at Jerusalem, on 8th July, 2016.

CAUSE NO. 371 OF 2017

By Esther Waringa Thairu, of P.O. Box 4595-00100, Nairobi in Kenya, the deceased's daughter, for a grant of letters of administration intestate to the estate of Lucy Wanjuhi Thairu, late of Nairobi, who died at Our Lady's Hospice, Thigio, on 27th January, 2017.

CAUSE NO. 376 OF 2017

By Mohamed Fazal Manji, of 4377 Candlewood, DR, Richmond, British Columbia, Canada, V7C 4V9, the deceased's son, through Messrs. Mohamed Madhani & Co., advocates of Nairobi, for a grant of letters of administration intestate to the estate of Fazal Manji, late of Canada, who died at East York, on 30th May, 1975.

CAUSE NO. 379 OF 2017

By Linda Helen Garner, of P.O. Box 15030-00509, Nairobi in Kenya, the executor named in the deceased's last will, through Messrs. Raffman Dhanji Elms & Virdee advocates of Nairobi, for a grant of probate of written will of Malcom Oliver Mason alias Malcolm Mason, late of Karen, who died at M. P. Shah Hospital in Kenya, on 6th January, 2017.

CAUSE NO. 380 OF 2017

By (1) Mwai Mathenge, (2) Rigathi Gachagua and (3) Njoroge Regeru, all of P.O. Box 46971-00100, Nairobi in Kenya, the executors named in the deceased's last will, through Messrs. Musyimi & Co., advocates of Nairobi, for a grant of probate of written will of James Nderitu Gachagua, late of 72, Kisembe Estate, P.O. Box 5470,2 Nairobi, Kenya who died at Royal Marsden Hospital, Chelsea, on 24th February, 2017.

CAUSE NO. 381 OF 2017

By Caroline Nkatha Anampiu, of P.O. Box 13709-00100, Nairobi in Kenya, the deceased's daughter, for a grant of letters of administration intestate to the estate of Zabera Kanua alias Isabella Kanua Mungania, late of Nairobi, who died at Dandora, on 4th March, 2016.

CAUSE NO. 382 OF 2017

By Peter Muhuthu Njenga, of P.O. Box 197-00605, Nairobi in Kenya, the deceased's son, through Messrs. Mairu & Ndegwa advocates of Nairobi, for a grant of letters of administration intestate to the estate of Magdalene Ng'endo Njenga, late of Nairobi, who died at Riruta, on 20th October, 2011.

CAUSE NO. 383 OF 2017

By Mary Njuguini, of P.O. Box 73-00516, Nairobi in Kenya, the deceased's daughter, for a grant of letters of administration intestate to the estate of Theresia Wanjiru Wairia, late of Kiambu, who died at P.C.E.A., Kikuyu Hospital in Kenya, on 16th October, 2000.

CAUSE NO. 385 OF 2017

By Salma Hatimali Moosajee, of P.O. Box 11910-00400, Nairobi in Kenya, the executor named in the deceased's last will, through Messrs. Kairu Mbuthi & Kilingati, advocates of Nairobi, for a grant of probate of written will to the estate of Hatimali Kurbanhusein Moosajee, late of Nairobi, who died at M. P. Shah Hospital in Kenya, on 24th April, 2016.

CAUSE NO. 386 OF 2017

By (1) Aloisius Iriga Ndeti and (2) Eva Nyambura Ndambiri, both of P.O. Box 14033-00800, Nairobi in Kenya, the executor named in the deceased's last will, through Messrs. Wangai Nyuthe & Co., advocates of Nairobi, for a grant of letters of administration intestate to the estate of Margaret Murugi Ndambiri, late of Nairobi, who died at M. P. Shah Hospital in Kenya, on 8th January, 2017.

CAUSE NO. 390 OF 2017

By (1) Charles Kamau Kimani and (2) Violet Ashukhuya Abuko, both of P.O. Box 3560-00100, Nairobi in Kenya, the deceased's widower and sister-in-law, respectively, through Messrs. Atuti & Associates, advocates of Nairobi, for a grant of letters of administration intestate to the estate of Lucy Wambui Githaiga, late of Langata, who died at Nairobi South Medical Clinic, on 10th November, 2012.

CAUSE NO. 394 OF 2017

By Jeremy Njenga, of P.O. Box 1297-00100, Nairobi in Kenya, through J. M. Njenga & Co., advocates of Nairobi, the lawfully appointed administrator for the resealing of a grant of probate of written will issued by the District Probate Registry at Liverpool, on 25th February, 2015, to the estate of Father James Donal Cronin alias Jim Cronin, late of 61, Poplar Drive, Sunderland, Tyne and Wear, who died at Royal Victoria Infirmary, Newcastle, on 28th December, 2013.

CAUSE NO. 395 OF 2017

By Tarsem Singh Panesar, of P.O. Box 11093-00400, Nairobi in Kenya, the executrix named in the deceased's last will, for a grant of probate of written will of Kalwant Kaur Panesar, late of 48, Cranford Lane, Hounslow, who died at Hillingdon Hospital, Hillingdon, on 9th February, 2017.

Grant of Probate with Written Will P&A 45

This is the exhibit marked "JNG-A" referred to in the annexed Sworn affidavit of Mwai Mathenge and Njoroge Regeru Declared before me this 5th day of October 2024 at Nairobi

Commissioner For Oaths

REPUBLIC OF KENYA
IN THE HIGH COURT OF KENYA AT NAIROBI
SUCCESSION CAUSE NO 380 OF 2017

IN THE MATTER OF THE ESTATE OF JAMES NDERITU GACHAGUA (DECEASED)

BE IT KNOWN that on the **10th DAY OF JULY 2017** the last written Will (with codicil(s) of all the estate of **JAMES NDERITU GACHAGUA** deceased late of **72, KISEMBE ESTATE** who died domiciled in **THE REPUBLIC OF KENYA** on the **24TH DAY OF FEBRUARY, 2017** at **ROYAL MARSDEN HOSPITAL, CHELSEA** a copy of which Will is hereto annexed was proved in this Court and that administration of all the estate of the deceased which by law devolves to and vests in his personal representatives was granted by this Court to **MWAI MATHENGE, RIGATHI GACHAGUA AND NJOROGE REGERU, ALL OF P O BOX 46971-00100, NAIROBI** the executors named in the said Will, they having undertaken faithfully to administer such estate according to law and to render a just and true account thereof whenever required by law so to do.

ISSUED by the High Court through the registry at **NAIROBI IN KENYA, THIS 10TH DAY OF JULY, 2017**

.....

R. E. OUGO

/JN SN/ 28017

This is the exhibit marked "JMN" referred to in the annexed Sworn affidavit of Mwai Mathenge and Njoroge Regeru before me this 6th day of October 2024 at Nairobi

Form 108

REPUBLIC OF KENYA
IN THE HIGH COURT OF KENYA AT NAIROBI
SUCCESSION CAUSE NO. 380 OF 2017

IN THE MATTER OF THE ESTATE OF JAMES NDERITU GACHAGUA (DECEASED)

SUMMONS FOR CONFIRMATION OF GRANT

(Under Sections 71 (1) and (2) (a) of the Law of Succession Act Chapter 160 of the Laws of Kenya and Rule 40 (1) of the Probate and Administration Rules and all other enabling provisions in the Law)

LET ALL PARTIES CONCERNED attend the Honourable Judge in Chambers on the …….. day of …… 2018 at 9:00 o'clock in the forenoon on the hearing of an application on the part of **MWAI MATHENGE , RIGATHI GACHAGUA** and **NJOROGE REGERU** all of Post Office Box Number 46971-00100, Nairobi, in the Republic of Kenya, the executors of the last will of the above named **JAMES NDERITU GACHAGUA** (deceased) who died on 24th February, 2017.

FOR ORDERS:

1. THAT the grant of probate made to the said **MWAI MATHENGE, RIGATHI GACHAGUA** and **NJOROGE REGERU** in this matter on the 10th day of July, 2017 be confirmed.

2. THAT costs of the application be costs in the cause.

WHICH APPLICATION will be grounded upon the affidavit of **MWAI MATHENGE, RIGATHI GACHAGUA** and **NJOROGE REGERU** filed herewith, the nature of the case and the reasons to be offered.

Dated at Nairobi This 21st **Day of** February **2018**

MUSYIMI & COMPANY
ADVOCATES FOR THE APPLICANTS

Issued at Nairobi This_____ **Day of** _____ **2018**

DEPUTY REGISTRAR
HIGH COURT OF KENYA AT NAIROBI

CN/mul/Succession Matter/Estate of James Nderitu Gachagua (deceased) /Application for Confirmation of Grant/fv

Drawn and Filed by:
Musyimi & Company Advocates
M'pulla House, Arboretum Drive,
✉ P.O. Box 12502 - 00400, Nairobi
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anmbugua@musyimilaw.com
kimathi@musyimilaw.com
☎ 0733 273955; 0722 513991; 020 2330551/2
[Ref: G120-1/LIT/AM/17]

Presented on Behalf of:
Mwai Mathenge, Rigathi Gachagua and **Njoroge Regeru**
P.O Box Number 46971-00100
Nairobi



REPUBLIC OF KENYA
IN THE HIGH COURT OF KENYA AT NAIROBI
SUCCESSION CAUSE NO. 380 OF 2017

IN THE MATTER OF THE ESTATE OF JAMES NDERITU GACHAGUA (DECEASED)

AFFIDAVIT IN SUPPORT OF SUMMONS FOR CONFIRMATION OF GRANT OF PROBATE WITH WILL ANNEXED

WE, MWAI MATHENGE , RIGATHI GACHAGUA and **NJOROGE REGERU** all of Post Office Box Number 46971-00100, Nairobi, in the Republic of Kenya, the executors of the last will of the above named **JAMES NDERITU GACHAGUA** (deceased) who died on 24th February, 2017 make oath and state as follows:

1. A grant of probate of the last will of the deceased dated 17th February, 2017 was made to us in this matter on the 10th day of July, 2017. *Annexed hereto and marked "MRN- 1" is a copy of the Grant of Probate.*

2. **THAT** the deceased left behind him the following survivors:

	Name	ID/PP NUMBER	AGE
(i)	Margaret Nyokabi Nderitu	A258075	ADULT
(ii)	Margaret Karungaru	D001878/A2043796	ADULT
(iii)	Susan Kirigo Nderitu	A026716	ADULT
(iv)	Mercy Wanjira Nderitu	C015229	ADULT
(v)	Kenneth Gachagua Nderitu	27860266	ADULT
(vi)	Jason Kariuki Nderitu	A2366896	ADULT
(vii)	Ashton Gachagua Nderitu (minor) (mother – Eva Mukami Githaiga)		MINOR
(viii)	Gachagua (minor) (mother- Susan Wanjiru)		MINOR

3. No application for provision for dependants under Part III of the Law of Succession Act, Chapter 160, and Laws of Kenya is pending.

4. The full inventory of all the assets and beneficiaries , and liabilities of the deceased at the date of his demise including such assets(if any) as have arisen or become known since that date is as follows:
   a. **Assets and beneficiaries.....AS PER THE WILL ATTACHED.....**
   b. **Liabilities ..... AS PER THE WILL ATTACHED.....**

5. No estate duty is payable in respect of the estate of the deceased.

6. It would be expedient in the circumstances of the case that the said grant be now confirmed as per the following lapse of six months since the date of issue thereof.

7. The facts herein deponed are known to us of our personal knowledge.

Sworn at Nairobi by the said

MWAI MATHENGE

&

RIGATHI GACHAGUA

&

NJOROGE REGERU

(DEPONENT)

(DEPONENT)

(DEPONENT)

This day of 2018

Before me

Eric Kimpua Maina
ADVOCATE &
COMMISSIONER FOR OATHS
P.O. Box 102077 - 00101 NAIROBI

Commissioner of Oaths

Drawn and Filed by:
Musyimi & Company Advocates
M'pulla House, Arboretum Drive,
✉ P.O. Box 12502 - 00400, Nairobi
litigation@musyimilaw.com
anmbugua@musyimilaw.com
kimathi@musyimilaw.com
☎ 0733 773956; 0722 513991; 020 2330551/2
[Ref: G120-1/LIT/AM/17]

Presented on Behalf of:
Mwai Mathenge, Rigathi Gachagua and Njoroge Regeru
P.O Box Number 46971-00100
Nairobi

This is the exhibit marked Jmh - 6
referred to in the annexed Seventh affidavit of
MWAI MATHENGE and NJOROGE REGERU
before me this 5th day of October 2021 at NAIROBI
Commissioner for Oaths

REPUBLIC OF KENYA

IN THE HIGH COURT OF KENYA AT NAIROBI

SUCCESSION CAUSE NO. 380 OF 2017

IN THE MATTER OF THE ESTATE OF JAMES NDERITU GACHAGUA

(DECEASED)

CERTIFICATE OF CONFIRMATION OF GRANT OF PROBATE WITH WILL

I **HEREBY** certify that the above written grant of representation to the estate of the late **JAMES NDERITU GACHAGUA** issued to **MWAI MATHENGE, RIGATHI GACHAGUA** and **NJOROGE REGERU** therein named has this **21ST MARCH, 2018** been confirmed by the Court pursuant to the provisions of section 71 of the Law of Succession Act **AND** it has been directed that the deceased's estate be distributed as stated in his Will dated **17TH Day of February, 2017.**

Dated at Nairobi this **21ST Day of March, 2018.**

As per deceased's **Will** dated **17TH Day of February, 2017.**

L. A. Achode

Judge of the High Court of Kenya, Nairobi

S/No. 50032018

/mm

DATED THIS DAY OF 2021

This is the exhibit marked JAG-7 referred to in the annexed Jaguar affidavit of Mwai Mathenge and Njoroge Regeru before me this 5th day of October 2021 at Nairobi

Commissioner For Oaths

AGREEMENT FOR SALE

Between

VIPINGO BEACH RESORT LIMITED
(as the "Vendor")

And

CO-OPERATIVE BANK OF KENYA LIMITED STAFF RETIREMENT BENEFITS SCHEME, 2007
(as the "Purchaser")

To the sale and purchase of

LR No. 3737/34 (Original Number 3734/3/29)
(the "Property")

DRAWN BY:
Njoroge Regeru & Company
Advocates
Arbor House
Arboretum Drive
P.O. Box 46971-00100
Nairobi.

(Our Ref: G92/007/FM)

AGREEMENT FOR SALE

THIS AGREEMENT is made on the day of Two Thousand and Twenty Two BETWEEN VIPINGO BEACH RESORT LIMITED, a limited liability company duly incorporated in the Republic of Kenya in accordance with the Companies Act (CAP 486 - repealed by Companies Act, 2015) under incorporation number C. 259289 and of Post Office Box Number 54702-00100 NAIROBI in the Republic of Kenya (hereinafter called the "Vendor" which expression shall where the context so admits include its successors and assigns) of the one part and **CO-OPERATIVE BANK OF KENYA LIMITED STAFF RETIREMENT BENEFITS SCHEME, 2007,** a retirement benefits fund registered under the provisions of the Retirement Benefits Act, Cap 197, Laws of Kenya and of Post Office Box Number 48231-00100 NAIROBI in the said Republic (hereinafter its successors and permitted assigns) of the other part.

In this agreement the Vendor and the Purchaser are also referred to as **"Parties"** and **"Party"** refers to either of them.

WHEREAS: -

A. The Vendor is the registered proprietor ALL THAT piece or parcel of land known as Land Reference Number 3734/34 which is more particularly described in the Schedule hereto, together with the buildings and improvements thereon (hereinafter referred to as the "Property").

B. The Property is charged to The Co-operative Bank of Kenya Limited ("the Lender/Bank") to secure certain facilities advanced to the Vendor. The Lender has consented to the sale contemplated under this Agreement and will at the appropriate time execute a Discharge of Charge to facilitate the sale.

C. The Vendor has agreed and the Purchaser has agreed to purchase the Property on the terms and conditions herein.

NOW THIS AGREEMENT WITNESSETH as follows: -

1. <u>Definitions and Interpretation</u>

Definitions

In this Agreement, unless the context otherwise requires, the following expressions shall have the following meanings:

1.1.1 "Account" means the Vendor's account' whose details are as follows:

Account name:	Vipingo Beach Resort Limited
Account number:	01692129458000
Bank:	Co-operative Bank of Kenya
Branch:	Nairobi Business Centre

1.1.2 **"Balance of the Purchase Price"** means the sum of Kenya Shillings Five Hundred and Thirty-One Million (Kes 531,000,000) payable in accordance with Clause 3 below;

1.1.3 **"Completion Date"** means the date falling ninety (90) days from the date of execution of this Agreement or the date on which the Transfer to the Property is registered in favor of the Purchaser or such other date as shall be agreed by the Parties in writing, whichever is the latest. In the event that the Completion Date falls on a weekend or on a public holiday, then completion shall take place on the next working day;

1.1.4 "Completion" means the receipt by the Vendor's Advocates of a Professional Undertaking from the Purchaser's Advocates in terms acceptable to the Vendor's Advocates undertaking to remit the Balance of the Purchase Price as per Clause 3.2 against which the Vendor's Advocates shall release to the Purchaser's Advocates the Completion Documents set out under Clause 7.2 herein.

1.1.5 **"Completion Documents"** means the documents listed in Clause 7.2 below;

1.1.6 **"Deposit"** means Kenya Shillings Fifty-Nine Million (Kes 59,000,000;

1.1.7 **"LSK Conditions of Sale"** means the Law Society of Kenya Conditions of Sale (1989 Edition);

1.1.8 **"Movables"** means all the physical items/assets on the Property that are listed in the inventory attached to this Agreement as Schedule

and Ninety Million (Kes 590,000,000) payable in accordance with Clause 3 below;

1.1.9 "Purchaser's Advocates" means Waweru & Gatonye & Co. Advocates of Timau Plaza, 4th Floor, Argwings Kodhek - Timau Road Junction, PO Box 55207-00200 NAIROBI;

1.1.10 "RTGS" means the real time gross settlement scheme system (RTGS);

1.1.11 "Vendor's Advocates" means Njoroge Regeru and Company Advocates of Arbor House, Arboretum Drive, PO Box 46971-00100 Nairobi.

1.2. Interpretation

In this Agreement, unless the context otherwise requires, reference to:

1.2.1 words importing the singular number only shall include the plural number also and vice versa and words importing the masculine gender include the feminine gender and neuter and vice versa;

1.2.2 clauses shall be construed as references to Clauses of this Agreement; and

1.2.3 costs, charges, expenses or remuneration shall be deemed to include, in addition, references to any value added tax or similar tax charged or chargeable in respect thereof.

1.3. Headings

Headings to clauses are for convenience only and shall not affect the construction or interpretation of this Agreement.

2. Agreement to Purchase

The Vendor shall sell and the Purchaser shall purchase the Property for the Purchase Price.

3. Payment of the Purchase Price

3.1. On or before Seven (7) days of the execution of this Agreement, the Purchaser shall pay the Deposit in the sum of **Kenya Shillings Fifty-Nine Million (Kes 59,000,000)** in cleared funds in full and without any deductions directly to the credit of the Vendor's loan account in the Bank in partial reduction of the outstanding debt.

3.2. The balance of the Purchase Price in the sum of Kenya Shillings Five Hundred and Thirty One Million (Kes 531,000,000) shall be secured by a Professional Undertaking to be issued by the Purchaser's Advocates to the Vendor's Advocates. The aforesaid Professional Undertaking shall be issued on or before the Completion Date. The Professional Undertaking shall provide that the Balance of the Purchase Price shall be paid to the Vendor in cleared funds within Seven (7) days of the registration of the Transfer of the Property in favor of the Purchaser as follows; -

a. Kenya Shillings Sixty Million (Kshs 60,000,000.00) to the Vendor's Advocate's Bank Account stated in clause 3.4 herein.

b. Balance of Kenya Shillings Four Hundred and Seventy One Million (Kshs 471,000,000.00) directly towards the Vendor's loan account in the Bank described in paragraph 1.1.1 above.

3.3. The Vendor's Advocates designated client account for the purpose of payment of part of the Balance of the Purchase Price in accordance with paragraph 3.2(a) above shall be as follows:-

Name: Njoroge Regeru & Company Advocates
Name of Bank: NCBA Bank Plc
Branch Name: Upper Hill
Account Number: 6682650016
Swift Code: CBAFKENX
Bank Code: 07 000

4. <u>Sale Subject to Law Society of Kenya Conditions of Sale</u>

The sale is subject to the Law Society of Kenya Conditions of Sale (1989 Edition) in so far as they are not inconsistent with the conditions contained in this Agreement.

5. <u>Vacant Possession</u>

5.1. The developed Property is sold with vacant possession;

5.2. The Vendor shall upon the execution of this Sale Agreement grant a written licence to the Purchaser and any agent of the Purchaser to access the Property for purposes of:

5.2.1. Checking on the condition of the Property and the Movables;

5.2.2. Providing additional security to the Property to a 24 hour bank so as to secure the Purchaser's interest therein;

Provided that the full right to occupy the Property shall not be granted to the Purchaser until such time as the Purchase Price has been paid as outlined hereinabove.

The Purchaser shall be granted possession of the Property upon payment of the Purchase Price in full to the Vendor in cleared funds.

6. <u>No Encumbrances</u>

The Property is sold subject to the Acts, Rights, Easements, Quasi-Easements, Covenants, Conditions, stipulations and other matters affecting the Property as set out in the Certificate of Title but otherwise free from all encumbrances or adverse claims whatsoever save for the current existing charge created by the Vendor to secure its borrowing with the Bank.

7. <u>Completion</u>

7.1. Completion shall take place at the offices of the Purchaser's Advocates.

7.2. On or before the Completion Date, the Vendor's Advocates upon receipt of the Professional Undertaking (in terms acceptable to them) securing payment of the Balance of the Purchase Price shall deliver the following documents to the Purchaser's Advocates: -

7.2.1. The Original Certificate of Title of the Property;

7.2.2. Valid Rates Clearance Certificate in respect to the Property.

7.2.3. Evidence of payment of all utility bills in respect of the Property including electricity and water bills;

7.2.4. Vendor's resolution to sell the Property:

7.2.5. Vendor's Tax Clearance Certificate;

7.2.6. Duly executed but undated Transfer (in triplicate) in favour of the Purchaser with respect to the Property;

7.2.7. A Discharge of Charge duly executed by the Lender (in triplicate);

7.2.8. Certified Copies of the Vendor's Certificate of Incorporation and PIN Certificate;

7.2.9. Certified copy of the Vendor's CR12 Search from the Registrar of Companies;

7.2.10. Three coloured passport size photographs for each of the Vendor's Directors;

7.2.11. The registered and approved Building Plans and Structural Drawings of the buildings and fixtures on the Property;

7.2.12. Architectural Drawings of the buildings and fixtures on the Property;

7.2.13. Architect's Certificate of Practical Completion of the buildings on the Property

7.2.14. Nairobi City County Certificate of Occupation in respect to the buildings/units on the Property;

7.2.15. Environmental Impact Assessment report and NEMA approval in respect of the construction of the buildings/developments on the Property;

7.2.16. Bills of Quantities for the construction of the buildings on the Property;

7.2.17. All Contracts/Agreements with the contractors (including for the builders works, electrical works, plumbing, borehole) and fitters of the Property [including for the Movables (generator, furniture] it being agreed that all rights of the Vendor under those agreements are hereby fully assigned to the Purchaser;

7.2.18. Any other document(s) required by the Purchaser to facilitate registration of the Property in the Purchaser's names.

(The documents listed in Clauses 7.2.1 to 7.2.18 are hereinafter referred to as the **"Completion Documents"**)

8. **Failure to Complete**

8.1 If the Purchaser shall be unable to pay the Purchase Price in accordance with Clause 3 herein, the Vendor shall be entitled to serve a notice in

writing upon the Purchaser or their advocates requesting the Purchaser to make payment within Twenty One (21) days from the date upon which such notice is served on the Purchaser or the Purchaser's Advocates. If the Purchaser shall fail to pay before the expiry of the said notice then the Vendor shall be entitled at the Vendor's sole discretion and without prejudice to its other rights and remedies either to:

i) Extend the time for completion; or

ii) Rescind this Agreement by notice in writing on the behalf of the Purchaser.

8.2 If the Vendor shall rescind this Agreement as aforesaid then the Vendor shall forthwith return the Deposit to the Purchaser within Thirty (30) days of the issuance of the notice of rescission and the Purchaser's Advocates shall immediately return all documents related to the Property to the Vendor's Advocates in the same form they were in when they were first released to them by the Vendor's Advocates and this Agreement shall stand rescinded and thereafter neither Party shall have any claim against the other in respect of this transaction.

8.3 If for any reason the Vendor shall fail to complete this transaction, then the Purchaser shall be entitled to serve a notice in writing upon the Vendor requiring the Vendor to complete the said transaction within twenty-one (21) days from the date upon which such notice is served on the Vendor. If the Vendor shall fail to complete the said transaction before the expiry of the said notice, then the Purchaser shall be entitled at the Purchaser's sole discretion either to:

i) Extend the time for completion; or

ii) Rescind this agreement by notice in that behalf to the Vendor or the Vendor's Advocates.

8.4 If the Purchaser shall rescind this agreement as aforesaid then the Deposit paid by the Purchaser to the Vendor shall be forthwith refunded by the Vendor to the Purchaser in full within Thirty (30) days of expiry of the rescission notice from the Purchaser and without any deduction or counterclaim and this Agreement shall stand rescinded and thereafter

neither Party shall be in any way against the other in respect of this transaction.

9. Time of the Essence

Time shall be deemed to be of the essence for all the purposes of this Agreement.

10. Conditions of Sale

The sale is subject to:

10.1 The Vendor satisfying the Purchaser of the fulfillment of the following conditions:

10.1.1 That the Property's approved User is in accordance with all laws including zoning laws;

10.1.2 The Bank approving the sale and discharge of the Property;

10.1.3 A full inventory of all Movables in/on the Property being taken prior to the payment of any Deposit and the same being intact at the Completion Date;

10.2 The following conditions being met:

10.2.1 Satisfactory due diligence reports being received by the Purchaser in respect of the Vendor and of the Property;

10.2.2 The Central Bank of Kenya approving a request by the Bank in writing authorizing the purchase of the Property by the Purchaser, pursuant to Section 12 (c) (i) (B) of the Banking Act, as an entity associated with the Bank;

10.2.3 The High Court of Kenya approving the purchase of the Property by the Purchaser pursuant to Section 100 (1) of the Land Act, 2012, an entity associated with the Bank. The application seeking leave of the Court as envisaged in Section 100 (1), in terms of due process to be made by Purchaser's/Bank lawyers.

11. Condition of the Property

11.1 The Purchaser having been afforded the opportunity of viewing and inspecting the Property prior to the date of this Agreement, purchase it in the same condition it is in now, and shall not require the Vendor to repair, renovate, decorate or improve the same in any manner;

11.2 The Vendor shall, pending the Transfer of the Property to the Purchaser use reasonable endeavor to maintain the Property in its current state and condition fair wear and tear excepted and where necessary takeout insurance for the buildings, fixtures and Movables forming part of the Property it being agreed that risk of loss for any part of the Property (including the Movables) shall not pass to the Purchaser until full possession is granted to the Purchaser in accordance with Clause 5;

11.3 The Purchaser is allowed to assign the title to the Property to any person or a legal entity specified thereon and the Purchaser undertakes to notify the Vendors of such an assignment. The Vendor undertakes to co-operate with the Purchaser in that regard.

12. Beacons

The Vendor shall at the Purchaser's request point out the beacons of the Property to the Purchaser on or before the Completion Date and the Vendor shall be required to replace any missing beacon(s) at their own cost and expense.

13. Warranties

The Vendor warrants to the Purchaser that:

13.1 All the Trustees/beneficiaries of the estate of the late Honorable Nderitu Gachagua have reviewed all the arrangements of this sale and purchase transaction and are happy with all the terms and conditions therein including but not limited to the transfer of the Property to the Purchaser;

13.2 the Property is not on a buffer zone, road reserve or public land and the ownership thereof is not subject to any challenge whatsoever from the Government of Kenya, any County Government or any third party whatsoever. Consequently, if at any time before the Completion Date an adverse report is made in respect of the above, the sale transaction shall stand automatically terminated and the Parties shall be returned to the

[illegible] this Agreement had never been entered into [illegible] in this regard the Vendor shall refund all monies paid to it by the Purchaser within Seven (7) days of demand;

13.3 there is no law or decree or similar enactment binding on the Vendor so far as the Vendor is aware which would conflict with or prevent the Vendor from entering into or performing and observing the terms of this Agreement;

13.4 the Vendor is not engaged in nor to the best of the Vendor's knowledge threatened by any litigation, arbitration or administrative proceedings relating to the Property;

13.5 there is no adverse claim on the Property, dispute regarding ownership, boundary, easement, rights of way or any other such matters;

13.6 the Vendor has not given any rights of way, easement or any overriding interest and has no intention of so doing;

13.7 The Vendor has not agreed to sell the Property to any other Party other than the Purchaser and the Vendor has not received any deposits or made commitments with regard to the Property;

13.8 the Vendor has to the best of its knowledge disclosed to the Purchaser all material information relating to the Property;

13.9 the Vendor has not received any notice from government or County Government or from owners of adjoining properties which remain to be complied with and have disclosed all such notices received to the Purchaser; and

13.10 the Vendor will immediately disclose in writing to the Purchaser any event or circumstance which may arise or become known to it after the date of this Agreement and prior to Completion which is inconsistent with any of the warranties or which had it occurred on or before the date of this Agreement would have constituted a breach of the warranties or which is material to be known by a purchaser for value of the Property.

14. <u>Treatment of Income and Outgoings</u>

14.1 Income and Outgoings (if any) (hereinafter both defined) up to date of granting possession of the Property upon payment of the entire Purchase

arise shall accrue to the Vendor and correspondingly to or by (as the case may be) the Purchaser and if necessary the same shall be apportioned accordingly.

14.2 The Purchaser shall not be entitled to the receipt of any Income in respect of the Property until the entire Purchase Price (together with the apportioned Outgoings and any interest payable) shall have been paid by the Purchaser.

14.3 For purposes of clause 15.2, "Income" includes rents, licence fees and other forms of revenue derived from the use, occupation or enjoyment of the Property; "Outgoings" includes all rates, water bills, electricity, telephone and other expenses in respect of the Property

15. Costs

15.1 Each party shall pay their respective Advocate's fees in connection with this transaction.

15.2 The Vendor shall be responsible for the cost of obtaining the Completion Documents.

15.3 The Purchaser shall be responsible for stamp duty and registration costs of the Transfer.

16. Notice

Any notice to be given to any Party to this Agreement shall be in writing and shall be deemed to be duly served by being sent by registered post to such Party's address and/or their Advocates indicated above.

17. Survival

Save with regard to matters which require to be fulfilled and are in fact fulfilled prior to or at the Completion Date, this Agreement shall continue to be in full force and effect.

18. Force Majeure

18.1 Neither the Vendor nor the Purchaser will be liable in respect of anything for failure to perform, or failure to adequately perform any of its obligations hereunder in consequence of any act, cause or event which (i) was not within the control of the affected Party, (ii) was not caused or precipitated by such Party's negligence, and (iii) could not have been prevented by the affected Party's reasonable diligence, including without limitation:

a) any act of God;
b) any war or hostilities (whether war be declared or not);
c) any sabotage, riots or other act of civil disobedience, civil commotion, rebellion, act of a public enemy or invasions;
d) any actions or inactions of any government or any agency or subdivision thereof;
e) any act of terror;
f) any storms, floods or other inclement weather, earthquakes, subsidence, epidemics or other natural physical disasters; and
g) fire, accident, and explosion.

18.2 The Party which claims that a Force Majeure Event has prevented it from fulfilling any of his or its obligations under this Agreement shall, within fourteen (14) days of the occurrence of a Force Majeure Event, notify the other Party (the "Force Majeure Notice") of the Force Majeure Event in sufficient detail including the nature and effect of the Force Majeure Event. Similarly, such Party shall notify the other Party when the Force Majeure Event ceases.

18.3 Where the Force Majeure Event continues for more than three (3) months after the date of the Force Majeure Notice the Party who has not issued the Force Majeure Notice may terminate this Agreement. Any payment obligations arising during the subsistence of the Force Majeure event shall be deemed to be suspended.

18.4 In the event that the Agreement is terminated in accordance with the terms of this Clause, the Vendor or its Advocates shall refund to the Purchaser any monies that have been paid to the Vendor or its Advocates by the Purchaser under the terms of this Agreement within Fourteen (14) days of such termination.

20. Waiver

No failure or delay by the Vendor or the Purchaser in exercising any claim, remedy, right, power or privilege under this Agreement shall operate as a waiver nor shall any single or partial exercise of any claim, remedy, right, power or privilege preclude any further exercise thereof or the exercise of any other claim, right or power.

21. Remedies Cumulative

In Terms of right conferred upon the Vendor or the Purchaser for breach of this Agreement including the right of rescission shall be in addition to and without prejudice to all other rights and remedies available to them.

22. Amendment

No amendment to this Agreement shall be effective unless signed in the same manner as this Agreement.

23. Dispute resolution

Should any dispute arise between the Parties with regard to the interpretation, rights, obligations and/or implementation of any one or more of the provisions of this Agreement, the Parties shall in the first instance attempt to resolve such dispute by amicable negotiation. Should such negotiations fail to achieve a resolution within Fifteen (15) days, either Party may declare a dispute by written notification to the other, whereupon such dispute shall be referred to any Kenyan Court of competent jurisdiction.

24. Entire Agreement.

This Agreement contains the whole agreement and understanding between the Parties relating to the transaction provided for in this Agreement and supersedes all previous agreements (if any) whether written or oral between the Parties in respect of such matters.

25. Intention to be Bound

25.1 Each of the Parties hereby agrees and confirms for the purposes of the Law of Contract Act (Chapter 23, Laws of Kenya) that it has executed this Agreement with the intention of binding itself fully to the contents hereof.

25.2 No person who is not a party to this Agreement shall be made a party to this Agreement or shall have any right to rely on or enforce any term of this Agreement.

26. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with Kenyan law and the parties submit to the exclusive jurisdiction of Kenyan courts.

THE SCHEDULE

Particulars of the Property

ALL THAT piece or parcel of land situate in the City of Nairobi in the Nairobi Area containing by measurement Nought Decimal Seven Five Five (0.755) of an acre or thereabouts and known as Land Reference Number 3734/34 (Original Number 3734/3/29) being the premises contained in a Certificate of Title dated Twenty First August One Thousand Nine Hundred and Fifty Three (21/08/1953) and registered at the Nairobi Lands Registry as I.R. Number 9846/1 and which said piece or parcel of land with the dimensions abuttals and boundaries thereof delineated and described on Land Survey Plan Number 51447 and thereon bordered red TOGETHER with all the Buildings and improvements erected and being thereon.

IN WITNESS WHEREOF the Vendor and the Purchaser hereto have executed this Agreement the day and year first hereinbefore written.

Sealed with the Common Seal of)
the Vendor)
VIPINGO BEACH RESORT LIMITED)
)

In the Presence of:)

Director)
Signature)
Name: MWAI MATHEUSE)
ID No. 7676931)
PIN No. A001195522H)
)

Director)
Signature)
Name: NJOROGE REGENU)
ID No. 4362163)
PIN No. A001590676Z)
)
)

Director)
Signature)
Name: RIGATHI GACHAGUA)
ID No. 6091105)
PIN No. A001120140M)
)
)

Witnessed by:)

KENDI MURUNGI
ADVOCATE
P. O. Box 52974 - 00200
NAIROBI

ADVOCATE)

I certify that I was present when the Directors of the Vendor executed this instrument and acknowledged the above signatures to be theirs and that they had freely and voluntarily executed this instrument and understood its content.

KENDI MURUNGI
ADVOCATE
P. O. Box 52974 - 00200
NAIROBI

SIGNATURE AND DESIGNATION OF PERSON CERTIFYING

Sealed with the Common Seal of
the Purchaser
CO-OPERATIVE BANK OF KENYA
LIMITED STAFF RETIREMENT
BENEFITS SCHEME, 2007

Trustee
Signature
Name: Samuel Kiplagat Birech
ID No. 5582810
PIN No. A001124692N

Trustee
Signature
Name: Elisha Ogutu Ongoro
ID No. 25318798
PIN No. A005468748J

Trustee
Signature
Name: Joy Achieng Kisengu
ID No. 28209687
PIN No. A005639439K

Trustee
Signature
Name: Dorcas Nthinga Mugambi
ID No. 13401916
PIN No. A002569352G

Trustee
Signature
Name: Kenneth Murithi Mutwiri
ID No. 25295649
PIN No. A005344471T

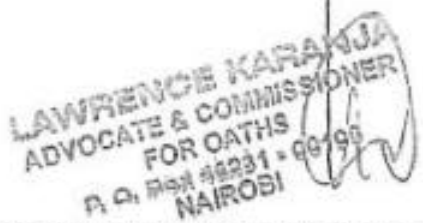
Trustee
Signature
Name: Veronica Wanja Njore
ID No. 22230062
PIN No. A003368583I

Witnessed by:

ADVOCATE

LAWRENCE KARANJA
ADVOCATE & COMMISSIONER
FOR OATHS
P. O. Box 48231 - 00100
NAIROBI

I certify that I was present when the Trustees of the Purchaser executed this instrument and acknowledged the above signatures to be theirs and that they had freely and voluntarily executed this instrument and understood its content.



SIGNATURE AND DESIGNATION OF PERSON CERTIFYING

DRAWN BY:
Njoroge Regeru & Company
Advocates
Arbor House *(Our Ref: G92/007/FM)*
Arboretum Drive
P.O. Box 46971-00100
Nairobi.

This is the ... referred to in the annexed ... affidavit of ... Deponent

MWAI MATHENGE and NJOROGE REGERU

before me this 5th day of October 2024 at NAIROBI

DATED THIS DAY OF OCTOBER, 2022

VIPINGO BEACH RESORT LIMITED

TO

CO-OPERATIVE BANK OF KENYA LIMITED STAFF RETIREMENT BENEFITS SCHEME, 2007

TRANSFER

OVER

L.R. NO. 3734/34 (ORIGINAL NUMBER 3734/3/29)
(I.R. NUMBER 9846)

Drawn by:
Waweru Gatonye & Co. Advocates
Timau Plaza, 4th Floor
Argwings-Kodgek Road
P.O. Box 55207-00200
Nairobi

Date Received	Presentation Book	Official Fees Paid
.....	No.....	Kshs..... 20'41

27 OCT 2022

Form LRA-33 r.49 (1)

REPUBLIC OF KENYA
THE LAND REGISTRATION ACT NO. 3 OF 2012
THE LAND REGISTRATION (GENERAL) REGULATIONS, 2017

TRANSFER

TITLE NUMBER: I.R. 9846

Date of Transfer	5TH OCTOBER. 2022
Transferor	**VIPINGO BEACH RESORT LIMITED** a limited liability company incorporated in the Republic of Kenya under the Companies Act (CAP 486 – repealed by Companies Act, 2015) under incorporation number C. 259289 and of Post Office Box Number 54702-00100, Nairobi (hereinafter called "the Transferor" which expression shall where the context so admits include its successors and assigns)
ID/Passport/Company Registration No.	C. 259289
Transferee	**CO-OPERATIVE BANK OF KENYA LIMITED STAFF RETIREMENT BENEFITS SCHEME, 2007** a retirement benefits fund registered under the provisions of the Retirements Benefits Act, CAP 197, Laws of Kenya and of Post Office Box Number 48231-00100, Nairobi (hereinafter called "the Transferee" which expression shall where the context so admits include its successors and assigns)
ID/Passport/Company Registration No.	
Consideration	**Kenya Shillings Five Hundred and Ninety Million (Kshs.590,000,000/=)**

WHEREAS

1) The Transferor is registered as proprietor of **ALL THAT** piece of land situate in the City of Nairobi in Nairobi Area of the Republic of Kenya containing by measurement Nought Decimal Seven Five Five (0.755) of a hectare or thereabouts that is to say **Land Reference Number 3734/34** (Original Number 3734/3/29) being the premises comprised in the Certificate of Title issued on 21st August, 1953 and registered in the Nairobi Lands Registry as Number **I.R. 9848/1** with the dimensions abuttals and boundaries thereof delineated and described on Land Survey Plan Number 51447 deposited in the Survey Records Office at Nairobi aforesaid and thereon bordered red **TOGETHER** with the buildings and improvements erected and being thereon (hereinafter called "the Property").

2) The Transferor have agreed to sell their interest in the said Property and the Transferee has agreed to purchase the said interest for the sum of **Kenya Shillings Five Hundred and Ninety Million (Kshs.590,000,000/=)**.

3) **NOW THIS INSTRUMENT WITNESETH** that in consideration of the sum of **Kenya Shillings Five Hundred and Ninety Million (Kshs.590,000,000/=)** paid to the Transferor by the Transferee on or before execution hereof, the Transferor **HEREBY TRANSFERS** to the Transferee all their right title and interest to and in the Property.

IN WITNESS WHEREOF the Transferor and the Transferee have hereunto executed this Transfer the day and the year first herein written.

SEALED with the **COMMON SEAL** of
VIPINGO BEACH RESORT LIMITED
the Transferor herein
In the presence of:

DIRECTOR

Photograph



Name: Njoroge Degam
ID No.. 4268103
PIN No. A001506762
Signature .....

DIRECTOR



Name: Mwai Mathenge
ID No. 7676931
PIN No. A001195532H
Signature .....

DI ... RY



Name: H.E. Digathi Gaagua

ID No. 6091105

PIN No. A 001120140M

Signature .....

Certificate of Verification under Section 45 of the Land Registration Act

I CERTIFY that (1)..... and (2)..... and (3)..... being the Directors and Director/Secretary of the Transferor respectively appeared before me on the .....day of .....20..... and being known to me/being identified by***..... of.....acknowledged the above signatures or marks to be theirs and that they had freely and voluntarily executed this instrument and understood its contents.

KENDI MURUNGI
ADVOCATE
Box 52974 - 00200

Advocate (signature & stamp)

SEALED with the **COMMON SEAL** of
CO-OPERATIVE BANK OF KENYA LIMITED STAFF RETIREMENT BENEFITS SCHEME, 2007
the Transferee herein

In the presence of:

TRU:



Name: SAMUEL BOREET

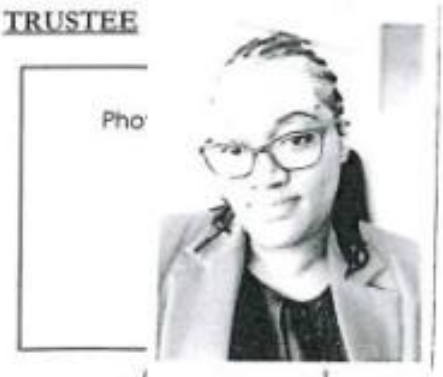
ID No. 5582810

PIN No.

Signature

Company Seal

TRUSTEE



Name: VERONICA NJORE

ID No. 22290062

PIN No.

Signature

TRU



Name: Elisha Ogutu Ongeri

ID No. 25212998

PIN No.

Signature

TRUSTEE

Phc



Name: Martin Mwiriji Silas

ID No. 21685568

PIN No. A003235913I

Signature

Company Seal

TRI



Name: Eric Nkonge

ID No. 14734067

PIN No. A002360233Y

Signature

TRUSTEE



Name: DORCAS MUGAMBI

ID No. 13401916

PIN No. A002569252Q

Signature .....

Certificate of Verification under Section 45 of the Land Registration Act

I CERTIFY that (1) SAMUEL BIRECH and (2) VERONICA NJIRE and (3) ELISHA ONCORU and (4) MARTIN MAIRIGI and (5) ERIC NKONGE and (6) DORCAS MUGAMBI being the Trustees of the Transferee respectively appeared before me on the 27th day of October 20 22 and being known to me/being identified by.....acknowledged the above signatures or marks to be theirs and that they had freely and voluntarily executed this instrument and understood its contents.

.....

Advocate (signature & stamp)

MEMORANDUM

(1) The Land Act No. 6 of 2012
(2) Land Registration Act No. 3 of 2012
(3) The Special conditions contained in the Certificate of Title Number I.R. 9846.

Drawn by:
Waweru Gatonye & Co. Advocates
Timau Plaza, 4th Floor
Argwings-Kodgek Road
P.O. Box 55207-00200
Nairobi

OFRN: WG/22/075/GL 6015

9846/17
27th October 2022
1130hrs

B. F. Ahimo 208

This is the exhibit marked JMG - 9 referred to in the annexed [illegible] MWAI MATHENGE and NJOROGE REGERU before me this 5th day of Oct 2023 [illegible] Nairobi

Commissioner For Oaths

SHARE PURCHASE AGREEMENT

DATED 5th May 2023

RIGATHI GACHAGUA, JOHN MWAI MATHENGE AND PETER NJOROGE REGERU AS THE EXECUTORS OF THE ESTATE OF THE LATE JAMES NDERITU GACHAGUA

(as the Vendor)

- AND –

TM CIVIL ENGINEERING LIMITED

(as Purchaser)

SIXTY THOUSAND (60,000) SHARES IN THE OLIVE GARDEN HOTEL LIMITED

Drawn By:
Njoroge Regeru & Company
Advocates
Arbor House, 2nd Floor,
Arboretum Drive
P. O. Box 46971-00100, GPO
Nairobi

Kshs 20 Re

SDF

THIS AGREEMENT is made on 17th day of May 2023

30/06

BETWEEN:

(1) **RIGATHI GACHAGUA, JOHN MWAI MATHENGE AND PETER NJOROGE REGERU** of National Identity Card Numbers **6091105,7676931 and 4868103] respectively AS THE EXECUTORS OF THE, ESTATE OF THE LATE JAMES NDERITU GACHAGUA** of P.O. Box Number 54702-00200 Nairobi in the Republic of Kenya (hereinafter referred to jointly and severally as the "**Vendor**" which term shall include their respective personal representatives, assigns and successors) of the one part; and

(2) **TM CIVIL ENGINEERING LIMITED** a limited liability company incorporated in the Republic of Kenya (**CPR/2012/75056**.) and of P. O. Box 102217 Langata in the Republic aforesaid (hereinafter referred to as the "**Purchaser**" which expression shall include its successors and assigns) of the other part.

In this agreement, the vendor and the purchaser are also referred to as "**Parties**" and "**Party**" refers to either of them or as the context may require)

WHEREAS:

A. **THE OLIVE GARDEN HOTEL LIMITED** (hereinafter called the "Company") is a company duly incorporated in the Republic of Kenya (Incorporation No. C.66691) and having an authorised share capital of Kenya Shillings Six Hundred Thousand (K.Shs. 600,000.00) divided into 60,000 shares of Kenya Shillings Ten (K.Shs 10/=) each, all of which have been issued and are fully paid.
Particulars of the Company are set out in schedule 2 (*Details of the Company*).

B. The Company is the registered proprietor of the Property (hereinafter defined) as its sole and only asset.

C. The Vendor has agreed to sell and the Purchaser has agreed to purchase the Vendor's Shares (hereinafter defined) in the Company for the consideration and on and subject to the terms and conditions hereinafter appearing.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 **Definitions**

In this Agreement:

(a) "**Accounts Date**" means the last date of each financial year with the last being 31st December 2022;

(b) "**Business Day**" means a day (other than a Saturday) when banks are open for business in Kenya;

(c) "**Business**" means the business of the holding of the Property or any other business the Company may have been involved in;

(d) "**Companies Act**" means the Companies Act Number 17 of 2015 of the Laws of Kenya;

(e) "**Completion Date**" means Ninety (90) days from the date of this Agreement;

(f) "**Completion**" means completion of the sale and purchase of the Sale Shares as specified in clause 5 (*Completion*);

(g) "**Conditions**" means the conditions specified in clause 4.1 (*Conditions*);

(h) "**Directors**" means the persons who are directors of the Company, presently being the persons whose names are given in schedule 2 *(Details of the Company)*;

(i) "**Encumbrance**" means any interest or equity of any person (including any right to acquire, option or right of pre-emption) *or* any mortgage, charge, pledge, lien, assignment, hypothecation, security interest, title retention or any other security agreement or arrangement;

(j) "**Financial Statements**" means audited accounts of the Company;

(k) "**KES**" means Kenya shillings, the currency of the Republic of Kenya;

(l) "**Purchase Price**" means amount payable by the Purchaser for the Sale Shares, being the Kenya Shillings Four Hundred and Twelve Million (Kshs. 412,000,000.00);

(m) "**Purchaser's Advocates**" means Jude & Sheila Associates Advocates, Manga House, , Kiambere Road-B1 Suite 6 and of P.O. Box 981-00571 Nairobi;

(n) "**Material adverse change**" means any event or series of events, whether related or not, affecting materially and adversely the business, financial condition, operations or property of the Company from the date of execution of this Agreement;

(o) "**Sale Shares**" means the Sixty Thousand (60,000.00) issued shares of KES. 10/- each in the capital of the Company;

(p) "**Tax**" includes all forms of taxation, withholdings, duties, imposts, levies, social security contributions and rates imposed by any County, governmental, or other body in Kenya or elsewhere and any interest, penalty, surcharge or fine in connection therewith;

(q) "**Title**" means the Conveyance dated 5th day of September One Thousand and Ninety-Five registered in the Government Land Registry at Nairobi in Volume N45 Folio 212/11 File No. 14074 and being for Land Reference Number 209/380/9 (now Knowns as Nairobi Block 27/369);

(r) "**Warranties**" means the representations, warranties and undertakings contained or referred to in clause 6 *(Warranties and Undertakings)* and Schedule 4 *(Warranties)*.

(s) "**Property**" means all that piece or parcel of land described in Schedule 3;

(t) **Vendor's Advocates**" means Njoroge Regeru & Company Advocates, Arbor House- 2nd, Arboretum Drive and of P. O. Box 46971-00100 Nairobi;

1.2 **Interpretation**

In this Agreement, unless the context requires otherwise:

(a) the singular includes the plural and *vice versa*;

(b) references to statutes or statutory provisions shall be construed as references to those statutes or statutory provisions as respectively amended or re-enacted or as their application is modified from time to time by other provisions (whether before or after the date hereof) and shall include any statutes or provisions of which they are re-enactments (whether with or without modification) and any orders, regulations, instruments or other subordinate legislation under the relevant statute or statutory provision.

1.3 **Recitals and Schedules**

The recitals and schedules shall be deemed to form part of this Agreement.

1.4 **Approved terms documents**

A document expressed to be "in the approved terms" means a document the terms of which have been approved by or on behalf of the parties and a copy of which has been initialled for the purposes of identification by or on behalf of the parties, with effect from Completion.

2. SALE OF THE SALE SHARES

2.1 **Sale and Purchase**

Subject to the terms of this Agreement, the Vendor shall sell as legal and beneficial owner and the Purchaser (relying on the Warranties and indemnities by the Vendor in this Agreement) shall purchase the Sale Shares free from all liens, charges and encumbrances and together with all rights now or hereafter attaching thereto.

2.2 **Dividends and distributions**

Subject to Completion, the Purchaser shall be entitled to any and/or all dividends and distributions declared or intended to be made but which remain unpaid in respect of the Sale Shares on or after the execution of this Agreement (if any).

2.3 **Purchase of all Sale Shares**

The Purchaser shall not be obliged to complete the purchase of any of the Sale Shares unless the purchase of all of the Sale Shares by the Purchaser is completed simultaneously.

3. CONSIDERATION

3.1 **Consideration for Sale Shares**

The consideration payable for the Sale Shares shall be the Purchase Price **(the sum of Kenya Shillings Four Hundred and Twelve Million (Kshs. 412,000,000.00)**, which shall be payable in the manner set out below.

3.2 **Payment of the Purchase Price**

a) The Purchaser shall pay to the Vendor's Advocates a deposit of **Kenya Shillings Forty One Million and Two Hundred Thousand (Kshs. 41,200,000.00)** being 10% of the Purchase Price

upon execution of this Agreement and in exchange for possession. Such payment shall be paid by to the Vendor's Advocates account as tabulated herein below and released to the Vendors.

Account Details: -

Bank Name:	**NCBA Bank**
Branch:	**Upperhill**
Account Name:	**Njoroge Regeru & Company Advocates**
Account No:	**6682650021**
Bank Code:	**07000**
Swift Code:	**CBAFKENX**
Branch Code:	**001**

b) The Balance of the Purchase Price in the sum of **Kenya Shillings Three Hundred and Seventy Million and Eight Hundred Thousand (Kshs. 370,800,000.00)** being 90% of the Purchase Price shall be paid within Ninety (90) days from the date of the Share Purchase Agreement and such payment to be made to the Vendor's Advocates to hold as stakeholder pending successful transfer of the Sale Shares in favour of the Purchaser and change of directorship in the Company.

4. CONDITIONS

4.1 Conditions Precedent

The sale and purchase of the Sale Shares is conditional upon the Vendor and/or the Company and the Purchaser fulfilling the following Conditions on or before the dates set out below:

(a) Execution of both the Agreement hereto to purchase 100% of the issued shares of the Company and of any other transaction documents to the satisfaction of all Parties;

(b) The Vendor procuring that the Company pays all the outstanding Land Rates (if any) to the County Government with a view to obtaining the relevant clearances and consents such payment to be made on or before the Completion Date; and

(c) No material adverse change having occurred in relation to the Company or its business;

(d) On or before the Completion Date, the Vendor having:

(i) complied fully with the obligations specified in clause 4 and otherwise having performed in all material respects all of the covenants and agreements required to be performed by them under this Agreement;

(ii) no statute, regulation or decision which would prohibit, restrict or materially delay the sale and purchase of the Sale Shares before Completion having been proposed enacted or taken by any third party or authority;

(iii) there being be no action or proceedings commenced or threatened that seeks to enjoin or delay the consummation of the transactions contemplated hereunder;

(iv) no Event (or combination of Events) occurring during the period from the date hereof until the Completion Date which is beyond the reasonable control of any of the parties

hereto but which results in the Vendor and/or the Purchaser being unable to proceed with the sale and purchase of the Sale Shares on the terms hereof. For these purposes "Event" means: war, riots, civil disorder, terrorist or criminal act, strikes, lockouts or other industrial action affecting the Company and the Property (or any of them), government restrictions (including nationalisation or imposition of currency controls), changes in applicable law, or any other Event that (in the reasonable opinion of the Vendor and/or Purchaser) is or is likely to have a material and long-term impact on the Company and the Property.

4.2 Unless otherwise agreed in writing between the Parties hereto, if the Conditions Precedent in Clause 4.1 shall not have been satisfied or waived (to the extent that they can be waived),before the Completion Date, then this Agreement shall immediately thereupon terminate upon which:

(a) all rights and obligations of the Parties shall cease to have effect immediately upon such termination except that termination shall not affect the accrued rights and obligations of the Parties at the date of termination;

(b) The Vendor's Advocates will return the Deposit to the Purchaser; and

(c) The Purchaser will return to the Company or destroy all information (and all copies of such information) which has been supplied to the Purchaser or its advisers by the Vendor or the Company or their respective advisers before such date.

5. COMPLETION

5.1 Place of Completion

Subject to the satisfaction of the Conditions, Completion shall take place in Nairobi at the offices of the Vendor's or the Purchaser's Advocates on the Completion Date.

5.2 Delivery of Completion Documents to Purchaser's Advocates

Subject to clause 3.2 (Payment of the Purchase Price) and 4.1(condition precedent), the Vendor shall on or before the Completion Date deliver or procure delivery to the Purchaser's Advocates of all (and not only some) of the duly signed but undated documents set out below: -

a) the duly executed transfers of all the Sale Shares in favour of the Purchaser or its nominees together with the relative share certificates;

b) stamp duty form D certified by the auditors of the Company in respect of the stamp duty arising on the Sale Shares;

c) Copies the Certificates of Incorporation, the national identity cards/passports and PIN Certificates of each of the Vendor;

d) the original certificate of incorporation, Memorandum & Articles of Association, KRA PIN certificate, KRA iTax login credentials, common seal and original books of

account and other records of the Company complete and (where appropriate) written up to date;

e) the resignation together with accompanying statutory declarations of the existing directors and secretary with a written acknowledgement from each that they have no claim whatever against the Company whether in respect of compensation for loss of office damages pensions loans or otherwise;

f) the duly executed Forms CR7 Notice of Change of Directors' Particulars;

g) the Original Provisional Title of the Property (Land Reference Number 209/380/9 (also Known as Nairobi Block 27/369);

h) the duly executed Discharge of Charge over the Property together with the relevant funds to cater for Stamp duty and Registration Fees thereof;

i) Land Rates receipts for the year 2022 to 2023 over the Property;

j) the original receipts in respect of payment Land Rates for the last three (3) years and the bank payment slips thereof;

k) written confirmation from each of the Vendor that there are no subsisting guarantees given by the Company in their favour and that after the date of completion, that none of the Vendor or their Associates will be indebted to the Company or vice versa;

l) appropriate certified minutes of the Company authorizing execution of this Agreement and other ancillary documentation in the agreed form;

m) Approval of the acquisition from the Competition Authority of Kenya(if required);

n) Copies of previously files Tax returns for the past three (3) years;

o) Tax Compliance Certificate;

p) Binding termination of any contracts with third parties;

q) Such waivers consents or other documents including waivers of any pre-emption rights) as may be required to give a good title to the Sale Shares and to enable the Purchaser to become their registered holder;

r) Such other papers and documents as the Purchaser may (by notice from the Purchaser's Advocates to each of the Vendor and the Company given not less than five (5) business days prior to Completion) reasonably required.

5.3 **Completion meeting**

The Vendor shall cause the Directors of the Company and/or the Vendor (as the case might be) to execute unanimous written resolutions or hold a meeting of the board of directors of the Company at which the Directors shall pass resolutions, to take effect at Completion, in the approved terms, *inter alia*:

(a) to approve the sale, at the Purchase Price stated herein, and transfer of the sale shares to the Purchaser or its nominees and their registration as members of the Company;

(b) to appoint the Purchaser or such persons as it may nominate as a director(s) of the Company.

(c) Written resolutions authorising the payments in clause 3.2 above and providing in sufficient details the rational and the commercial benefit thereof.

(d) the appointment of the persons nominated by the Purchaser as directors [and company secretary] of the Company), with effect from the end of the relevant board meeting;

(e) the appointment of [NAME OF NEW AUDITOR] as the auditor of the Company, with effect from the end of the relevant board meeting;

(f) changing the accounting reference date of the Company to such date as is required by the Purchaser;

(g) changing the registered office of the Company to such address as is required by the Purchaser;

(h) revoking all existing instructions and authorities to the bankers of the Company and replacing them with new instructions and authorities as the Purchaser requires;

6. WARRANTIES AND UNDERTAKINGS

6.1 Reliance

The Purchaser enters into this Agreement on the basis of, and in reliance on, the Warranties and indemnities given by the Vendor.

6.2 Warranties by Vendor

The Vendor warrants to the Purchaser that:

(a) The Vendor warrants and represents to the Purchaser that except as Disclosed, each Warranty is true, accurate and not misleading as at the date of this agreement;

(b) The Vendor shall not (and shall procure that the Company shall) do anything during and after completion that would be materially inconsistent with any term of this agreement including] any of the Warranties, or cause any Warranty to be untrue, inaccurate or misleading in any material respect;

(c) they have and will have full power and authority to enter into and perform this Agreement which constitute or when executed will constitute binding obligations on it in accordance with its terms;

(d) the contents of all documents and information supplied to the Purchaser, are complete, true and accurate in all respects and fully, clearly and accurately disclose every matter to which they relate;

(e) the Shares to be purchased constitute 100% of the whole of the issued and allotted share capital of the Company;

(f) save as disclosed herein, there is none and at Completion will be no pledge, lien or other encumbrance on, over or affecting the Shares and there is none and at Completion will be no agreement or arrangement to give or create any pledge, lien or other encumbrance and no

claim has been or will be made by any person to be entitled to any of the foregoing in respect of the Shares;

(g) the Vendor will be entitled to transfer the full legal and beneficial ownership of the Shares to the Purchaser on the terms of this Agreement without the consent of any third party and if such consent be required, the Vendor has procured the consent;

(h) The Vendor shall promptly disclose in writing to the Purchaser any event or circumstance which arises or becomes known prior to Completion and is inconsistent with any of the warranties or might be material to be known by a purchaser for value of the Shares;

(i) All permissions, consents and licenses required in connection with the business of the Company are valid, subsisting and in the name of the Company; there are no circumstances which might cause any of the foregoing to become invalid or liable to be amended, withdrawn, or not renewed;

(j) There are no material facts or circumstances, in relation to the Property, business or financial condition of the Company, which have not been fully and fairly disclosed to the Purchaser, and which if disclosed, might reasonably have been expected to affect the decision of the Purchaser to enter into this Agreement;

(k) The Company is not in breach of any of contracts with third parties and has made all payments thereunder which are due and payable;

(l) That there is no law or decree or similar enactment binding on them so far as they are aware which would conflict with or prevent them from entering into or performing and observing the terms of this Agreement;

(m) All notices, returns (including any land transaction returns), reports, accounts, computations, statements, assessments, claims, disclaimers, elections and registrations and any other necessary information which have, or should have, been submitted by the Company or any Subsidiary to any Tax Authority for the purposes of Tax have been made on a proper basis, were submitted within applicable time limits and were accurate and complete in all material respects. None of the above is, or is likely to be, the subject of any material dispute with any Tax Authority;

(n) All Tax and national insurance contributions deductible under the PAYE system, and/or any other Tax Statute have, so far as required to be deducted, been deducted from all payments made (or treated as made) by the Company or any Subsidiary. All amounts due to be paid to the relevant Tax Authority on or before the date of this agreement have been so paid;

(o) The Company has at all times conducted its business in accordance with, and has acted in compliance with, all applicable laws and regulations of any relevant jurisdiction;

(p) No Proceedings have been threatened or are pending by or against the Company and there are no present circumstances likely to give rise to any such Proceedings;

(q) the Company is not affected by any subsisting or pending judgment, order or other decision or ruling of a court, tribunal or arbitrator, or of any governmental, regulatory or similar body or agency in any jurisdiction; or has given to any court, tribunal or arbitrator, or any governmental, regulatory or similar body or agency in any jurisdiction, or to any other third party a subsisting undertaking arising out of, or in connection with, any Proceedings.

6.3 **Warranties by Purchaser**

The Purchaser has the authority to purchase the Sale Shares, and has taken all necessary corporate actions to authorize the execution and performance of its obligations under this Agreement.

6.4 **Independent Warranties**

Each of the Warranties is without prejudice to any other Warranty and, except where expressly stated otherwise, no clause of this Agreement shall govern, or limit the extent or application of any other clause.

6.5 **Indemnity**

It is hereby agreed that:

(a) Notwithstanding Completion, the Vendor shall be responsible for all debts and liabilities payable by and claims (whether contingent or otherwise) outstanding against the Company or such Vendor at Completion or that relate in any way whatsoever to any fact or matter occurring prior to Completion or anything done or omitted to be done on or prior to Completion by the Vendor, including without limitation, any claim in relation to any failure by the Vendor in the performance of any of its obligations falling due on or before Completion in relation to the Shares, the Property or the Business; and

(b) Without prejudice to the right of the Purchaser to claim on any other basis or take advantage of any other remedies available to it, if any Warranty is breached or proves to be untrue or misleading and if the Purchaser or the Company suffers any loss (including any diminution in value of the Property, Shares or the Business), as a result of such Warranty being breached or proved to be untrue or misleading,

AND the Vendor hereby undertakes to indemnify the Purchaser on demand:

(i) the amount necessary to put the Company and/or the Purchaser into the position it would have been in had such claim, loss or depletion (as described in clause 6.5 (a) or 6.5 (b)) not been incurred; and

(ii) all costs and expenses incurred by the Purchaser and/or the Company as a result of such claim, loss or depletion (as described in clause 6.5 (a) or 6.5(b)) .

6.6 **Warranties not affected by Completion or enquiry**

The rights and remedies of the Purchaser in respect of any breach of the Warranties shall not be affected by Completion, by any investigation made by it or on its behalf into the affairs of the Company, by its rescinding or failing to rescind this Agreement, or failing to exercise or delaying the exercise of any right or remedy, or by any other event or matter, except a specific and duly authorised written

waiver or release, and no single or partial exercise of any right or remedy shall preclude any further or other exercise.

6.7 Vendor's responsibilities before Completion

The Vendor shall procure that, except so far as may be necessary to give effect to this Agreement, the Company shall not before Completion without the prior written consent of the Purchaser do, procure or allow anything which may cause, constitute or result in a breach of the Warranties or any Warranty being untrue or misleading. The Vendor further undertakes before completion not to:

I. dispose of any material assets used or required for the operation of the Business

II. allot any shares or other securities or repurchase, redeem or agree to repurchase or redeem any of its shares;

III. pass any resolution of its members save for those provided in this agreement

IV. appoint any person as a director;

V. enter into, modify or agree to terminate any Material Contract (with a value exceeding Kshs. 500,00);

VI. incur any capital expenditure on any individual item which exceeds Kshs. 500,000;

VII. borrow any sum;

VIII. make any loan or cancel, release or assign any indebtedness owed to it or any claims held by it;

IX. enter into any lease, lease-hire or hire-purchase agreement or agreement for payment on deferred terms;

X. declare or pay any dividend or make any other distribution of its assets;

XI. make any material alterations to the terms of employment (including benefits) of any of its Directors, officers or employees;

XII. other than to the extent required to comply with a legislative requirement, amend any agreements or arrangements for the payment of pensions or other benefits on retirement to any of its current or former employees or directors (or any of their dependants);

XIII. provide any non-contractual benefit to any Director, officer, employee or their dependants;

XIV. dismiss any of its employees or employ or engage (or offer to employ or engage) any person;

XV. create any Encumbrance over any of its assets or its undertaking;

XVI. give any financial or performance guarantee, or any similar security or indemnity;

XVII. commence, settle or agree to settle any legal proceedings relating to the Business, or otherwise concerning the Company or any of the Subsidiaries [except debt collection in the normal course of business];

XVIII. grant, modify, agree to terminate or permit the lapse of any of its Intellectual Property Rights, or enter into any agreement relating to any such rights;

XIX. enter into any agreement (or modify any subsisting agreement) with any trade union, or any agreement that relates to any works council;

XX. vary the terms on which it holds any of the Properties, or settle any rent review;

XXI. make any material change to the accounting procedures, principles or policies by reference to which its accounts are drawn up save for those provided for in this Agreement; or

XXII. do anything which would reduce the amount or scope of cover or make any of its insurance policies void or voidable, where applicable.

6.8 **Company's employees not to be liable**

The Vendor agrees with the Purchaser (for itself and as trustee of the Company) to waive any rights it may have in respect of any misrepresentation or inaccuracy in, or omission from, any information or advice supplied or given by the Company or its officers, employees or advisers in enabling the Vendor to give the Warranties.

6.9 **Vendor's obligation to notify**

The Vendor hereby agrees to disclose promptly to the Purchaser in writing immediately upon becoming aware of the same, any matter, event or circumstance (including any omission to act) which may arise or become known to it after the date of this Agreement and before Completion which:

(a) constitutes a breach of or is inconsistent with any of the Warranties; or

(b) has, or is likely to have, an adverse effect on the financial position or prospects of the Company or the Business.

6.10 **Purchaser's right of rescission**

If on or before Completion, the Vendor breaches any of the Warranties or any other term of this Agreement, the Purchaser may (without any liability on its part) rescind this Agreement by notice in writing to the Vendor. The parties agree that should this Agreement not proceed to Completion as a result of the Vendor's breach of any of the Warranties given by it or as a result of the Vendor's breach of any other provision of this Agreement or if the provisions of clause 5.2 (Delivery of Completion Documents) and clause 5.3 (Completion Meeting) are not complied with in any respect by the Vendor on the Completion Date, then the Purchaser shall be entitled to terminate this Agreement forthwith. Upon rescission, the Purchase price shall be refunded to the Purchaser immediately upon recission.

6.11 **Accounts and Financial Statements**

(a) All the Financial Statements, accounting records, statutory and other books and records and other deeds, documents, records, data and information of the Company are up to date, properly, accurately and consistently completed and are a complete and accurate record of all acts and transactions of the Company and of all matters required by law or best business practice to be recorded or registered therein;

(b) the Vendor warrant that the Financial Statements:

(i) have been prepared in accordance with IFRS; and

(ii) give a true and fair view of the state of affairs of the Company as at the Accounts Date and of the profit and loss of the Company as at the end of each relevant financial period and of the profit and loss for each such period; and

(iii) give a true and fair view of the Company and makes proper provision for or, where appropriate, include a note in respect of all liabilities, whether actual, deferred, contingent or disputed of the Company as at the relevant dates and, in particular, provide for, or where appropriate, make a proper disclosure of, all liabilities, whether actual, deferred, contingent or disputed, of the Company for income tax measured by reference to actual or deemed taxable profits made or deemed to have been made during the relevant financial period, and for any other taxes, duties or other fiscal impositions of any kind whatsoever (including any interest on any amounts and any penalties or charges imposed in relation to such amounts) whether arising under the laws of the Republic of Kenya or those of any other applicable jurisdiction in relation to or in consequence of any event occurring on or before the relevant statement of financial position of the Company.

6.12 **WARRANTY CLAIMS**

a) In the event any Warranty given by any of the Vendor herein is shown to be incorrect or inaccurate or is breached, the Vendor shall fully indemnify and keep indemnified the Purchaser in respect of all claims, costs, demands, fees and losses whatsoever arising from such incorrectness, inaccuracy or breach.

b) Warranty claims will be made in the following manner:

i. The Purchaser shall give written notice giving reasonable details of the claim;

ii. The Vendor will settle the amount claimed in cleared funds within 14 days of such notice;

iii. If the Vendor disputes the claim or the quantum of any claim the matter shall be referred to the senior partner of a reputable firm of accountants in Nairobi agreed between the Parties for resolution with the said partner acting as an expert and not as an arbitrator. The decision of such expert shall be final and binding on the parties to the fullest extent permissible by law, and the Vendor will make payment of any amount determined as due by such expert within 14 days of the determination.

iv. If the parties cannot agree on the expert to be appointed within 7 days of notification of the dispute of a claim, the matter shall be referred to arbitration in accordance with clause 13 of this Agreement.

v. Any amount determined as payable by either the expert or an arbitrator shall attract interest at the rate equivalent to the prevailing Central Bank Rate from the date that is 14 days from the date of the notification of the claim.

7. PERIOD TO COMPLETION

7.1 Obligation to consult

The Vendor undertakes with the Purchaser that it shall, and shall procure that the Company shall, consult with the Purchaser on matters affecting the Business and operation of the Company, including the Property.

7.2 **Lending**

The Vendor undertakes with the Purchaser that it shall, and shall procure that the Company shall not make any loan whatsoever.

7.3 **Book-keeping**

There shall be no material change in the Company's book-keeping or record-keeping practices (except and only to the extent as required by Kenyan accounting or regulatory principles and even then, upon consultation with the Purchaser).

7.4 **Litigation**

The Vendor shall not and shall procure that the Company does not institute, settle or agree to settle any legal proceedings relating to the Business, the Property and the Company.

7.5 **Encumbrances**

The Vendor shall not and shall procure that the Company does not create any Encumbrance over any of its assets, the Property or its undertaking, save with the express written consent of the Purchaser.

7.6 **Miscellaneous**

(a) The Vendor shall procure that the Company shall not enter into, modify or agree to terminate any contract whatsoever.

(b) The Vendor shall not and shall procure that the Company does not pay any dividend or make any other distribution of its assets.

(c) The Vendor shall not and shall procure that the Company does not pass any resolution in general meeting (other than pursuant to obligations entered into as part of this Agreement) save with the express written consent or request of the Purchaser.

(d) The Vendor shall not and shall procure that the Company does not allot any shares or other securities or redeem or agree to redeem any of the Shares or in any way deal with the Shares.

8. ANNOUNCEMENTS

Each of the parties hereto undertake that prior to Completion it will not (save as required by law or any applicable regulatory body) make any announcements in connection with this Agreement unless the other shall have given its consent in writing to the terms of such announcement, such consent not to be unreasonably withheld.

9. CONFIDENTIALITY

9.1 Except as otherwise contemplated or permitted by this Agreement, each party shall treat as strictly confidential:

(a) the provisions of this Agreement;

(b) the negotiations relating to this Agreement;

(c) the subject matter of this Agreement;

(d) in the case of the Vendor, all information relating to the Business;

(e) in the case of the Purchaser, all information relating to the Business until Completion when such information need no longer be treated as confidential by the Purchaser;

(f) in the case of the Vendor, the identity of the Purchaser and its principals, directors, officers, employees and agents.

9.2 Any party may disclose information that would otherwise be confidential if and to the extent:

(a) required by the law of any relevant jurisdiction;

(b) required by any regulatory or governmental body to which that party is subject or submits, whether or not the requirement for information has the force of law;

(c) required to vest the full benefit of this Agreement in that party;

(d) disclosed to the professional advisers, auditors and bankers of each party;

(e) that the information has come into the public domain through no fault of that party; or

(f) that the other relevant party has given prior written approval to the disclosure.

9.3 The restrictions contained in this clause shall continue to apply after Completion.

10. COSTS

Save as expressly provided elsewhere in this Agreement, each party to this Agreement shall pay its own costs and expenses incidental to this Agreement. Stamp duty on the transfer of the Sale Shares to the Purchaser shall be borne by the Purchaser.

11. GENERAL

11.1 Successors

This Agreement shall be binding upon and inure for the benefit of the successors of the parties.

11.2 Joint and several liability

Except as otherwise expressly stated herein, the obligations of the Vendor under this Agreement are joint and several.

11.3 Entire Agreement

This Agreement (together with any documents referred to herein) constitutes the whole agreement between the parties hereto and supersedes any previous agreements or arrangements between them relating to the subject matter hereof; it is expressly declared that no variations hereof shall be effective unless made in writing.

11.4 Agreement to survive Completion

All of the provisions of this Agreement shall remain in full force and effect notwithstanding Completion (except insofar as they set obligations which have been fully performed at Completion).

11.5 Remedies cumulative

No failure on the part of any party to exercise, or delay on its part in exercising, any right, power or remedy provided by this Agreement or by law shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any further or other exercise of that, or any other, right, power or remedy.

11.6 **No waiver**

No failure by the Purchaser, the Vendor to exercise, and no delay in exercising, any right or remedy in respect of any provision of this Agreement shall operate as a waiver of such right or remedy.

11.7 **Effect of invalidity**

If any provision or part of a provision of this Agreement shall be, or be found by any court of competent jurisdiction to be, invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions or parts of such provisions of this Agreement, all of which shall remain in full force and effect.

11.8 **Counterparts**

This agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement.

12. NOTICES

Any notice required to be given by any party hereto to any other shall be deemed validly served by hand delivery or by facsimile or by prepaid registered post to its address given herein or such other address as may from time to time be notified for this purpose and any notice served by hand shall be deemed to have been served on delivery, any notice served by facsimile shall be deemed to have been served when the sender receives confirmation that the message was transmitted in full and without error and any notice served by prepaid registered post shall be deemed to have been served 7 days after the date on which it was posted and in proving service it shall be sufficient to prove that the notice was properly addressed and delivered or posted (and in the case of a facsimile that the fax was correctly transmitted), as the case may be. A notice shall be sufficient if and when given by e-mail which is acknowledged by the recipient.

13. DISPUTES RESOLUTION

13.1 In the event of any dispute between the Parties arising in connection with this Agreement, the disputing Parties shall use all reasonable endeavours to resolve the matter on an amicable basis. If one Party serves formal written notice on the other that a material dispute of such a description has arisen and the Parties are unable to resolve the dispute within a period of thirty (30) days from the service of such notice, then the dispute shall be referred to arbitration. This shall not affect a Party's right, where appropriate, to seek an immediate remedy for an injunction, specific performance or similar court order to enforce the obligations of the other party.

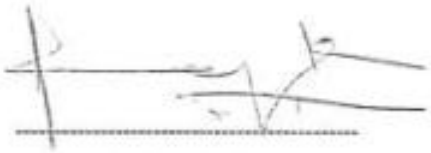
13.2 Any dispute arising out of or in connection with this Agreement shall be referred to and finally settled by arbitration under Arbitration Act 1995 ("the Act") and the rules made thereunder by one arbitrator

IN WITNESS whereof the parties have duly executed this Agreement.

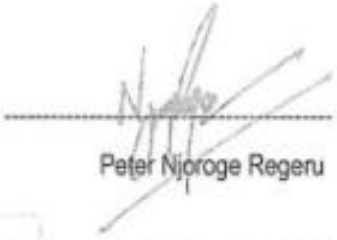
SIGNED by the Executors of the)
ESTATE OF THE LATE JAMES NDERITU GACHAGUA)
in the presence of: -)



John Mwai Mathenge



Rigathi Gachagua



Peter Njoroge Regeru

Advocate

I certify that I was present and saw each of the above Vendor duly sign this Agreement on the day and date herein before mentioned.

ADVOCATE

Sealed with the common seal of)
TM CIVIL ENGINEERING LIMITED)
in the presence of:)
)
)
)
)
Director)
)
)
)
)
)
Director/Secretary)

I certify that I was present and saw Two (2) Directors and/ or One (1) Director and the Company's Secretary of the Purchaser duly sign this Agreement on the day and date herein mentioned.

JOEL NJUGUNA KAMAU
ADVOCATE
P. O. Box 16964 - 00100
NAIROBI

ADVOCATE

Consent by the Company

We, **THE OLIVE GARDEN HOTEL LIMITED** hereby consent to the provisions of this Agreement and undertake to fulfil the terms hereof in so far as they relate to the Company:

Sealed with the common seal of)
THE OLIVE GARDEN HOTEL LIMITED)
in the presence of:)
)
)
)
)
Director)
)
)
)
)
Director/Secretary)

SIGN HERE

SIGN HERE

certify that I was present and saw Two (2) Directors and/ or One (1) Director and the Company's Secretary of **THE OLIVE GARDEN HOTEL LIMITED** duly sign this Consent on the day and date herein mentioned.

_____

ADVOCATE

SCHEDULE 1

Details of the Vendor

(A) Shareholders Names	Addresses	(B) Shares held	(C) Percentage held
RIGATHI GACHAGUA, JOHN MWAI MATHENGE AND PETER NJOROGE REGERU AS THE EXECUTORS OF THE, ESTATE OF THE LATE JAMES NDERITU GACHAGUA	P.O. Box 54702-00200 Nairobi	60,000	100%
TOTAL		**60,000**	**100%**

SCHEDULE 2

Details of the Company

THE OLIVE GARDEN HOTEL LIMITED

Registered number:	C.66691
Address of registered office:	Plot No. 209/380/9
Authorised share capital:	KES. 600,000/= divided into 60,000 shares of KES. 10/= each
Issued share capital:	KES. 600,000/= divided into 60,000 shares of KES. 10/= each
Directors:	Rigathi Gachagua, John Mwai Mathenge and Peter Njoroge Regeru as the Executors of the Estate of the Late James Nderitu Gachagua

SCHEDULE 3

THE PROPERTY

All that piece of land situate in the City of Nairobi in the Nairobi Area containing by measurement Nought Decimal Five One Three (0.513) of a Hectare or thereabouts and know as **Land Reference Number 209/380/9 (now Nairobi Block 27/369)** being the property comprised in a Conveyance dated the 5th day of September One Thousand Nine and Ninety Five Registered in the Government Lands Registry at Nairobi in Volume **N45 Folio 212/11** File No. **14074** and which said piece of land is within the dimensions abuttals and boundaries thereof more particularly delineated and described on Land Survey Plan Number 76029 annexed to a conveyance dated seventh day of June One Thousand Nine Hundred and Sixty Six registered in the Government Lands Registry at Nairobi in Volume N45 Folio 212/1 File 14074 and thereon bordered red deposited in Survey of Kenya at Nairobi.

MEMORANDUM

1. The Land Registration Act, No 3 of 2012
2. The Land Act No 6 of 2012
3. The Government Lands Act (Cap 280) (Repealed)

SCHEDULE 4

WARRANTIES

1 WARRANTIES IN RELATION TO THE PROPERTY:

1.1 **Preliminary**

In this Schedule unless the context otherwise indicates the provisions of clause 1 (*Definitions and interpretation*) of the Agreement to which this schedule is annexed shall apply in the interpretation of terms and expressions used in this schedule.

1.2 **Title**

1.2.1 The Company is the sole legal and beneficial owner of the Property;

1.2.2 The information contained in Schedule 3 as to the tenure of the Property the principal terms of the Title and the principal terms to which the Title is subject to and the benefit of which the Property is held, is complete and accurate;

1.2.3 The Company has a good and marketable Title and there is nothing which renders the Property unmarketable;

1.2.4 The Company is in actual and exclusive occupation of the Property; and

1.2.5 No third party has acquired or is in the course of acquiring any rights to occupy or enjoy any of the Property.

1.3 **Encumbrances**

1.3.1 Save for the charge whose particulars have been expressly provided to the Purchaser and its Advocates, the Property is free from any mortgages, charges, liens or other encumbrances;

1.3.2 The Property is not subject to outages, other than land rates and land rent, all of which have been paid in full (or will be paid) with no outstanding claims whatsoever with the relevant governmental authorities;

1.3.3 The Property is free of restrictive covenants, stipulations, easements, profits a prendre, wayleaves, licences, grants, restrictions, overriding interests or other similar rights vested in third parties which restrict or conflict in the existing use of any of the Property;

1.3.4 Where any of the matters referred to in paragraphs 1.3.1, 1.3.2 and 1.3.3 are expressly disclosed in writing prior to execution of this Agreement, the obligations and liabilities imposed and arising under them have been performed and discharged and no payments in respect of them are outstanding.

1.3.5 The Property is free of options, Agreements for Sale, contracts or rights of pre-emption;

1.3.6 Save for the charge whose particulars have been expressly provided to the Purchaser and its Advocates, there are no charges, cautions, inhibitions or notices registered against the Property and there is nothing of a similar nature which is capable of registration against them. There are no disputes with any neighbouring owner with respect to boundary walls and fences, or with a third party with respect to easements or rights over or benefiting the Property.

1.3.7 The Company is not engaged whether as plaintiff or defendant or otherwise in any civil, criminal or arbitration proceedings or any proceedings before any tribunal and, there are no proceedings threatened or pending against the Company in relation to the Property, including proceedings in respect whereof the Company is liable to indemnify any party concerned therein and there are no facts which are likely to give rise to any such litigation or proceedings nor is the Company aware of any existing circumstances that may give rise to proceedings being initiated against it in relation to the Property. There are no unfulfilled or unsatisfied judgments or orders against the Company in relation to the Property.

1.3.8 The Company is the only person in law that has the right to occupation or enjoyment of the Property and no such right has been acquired or is in the course of being acquired by any third party or has been granted or agreed to be granted to any third party;

1.3.9 All covenants, restrictions, stipulations and other encumbrances affecting the Property have been observed and performed and no rights of adverse possession have accrued in favour of any person in occupation in relation to the Property or any part thereof;

1.3.10 There is no circumstance which (with or without the taking of other action) would entitle any third party to exercise a right or power of entry or to take possession, or which would in any other way affect or restrict the continued possession, enjoyment or use of the Property for its present purpose;

1.3.11 The documents of title in respect of the Property are duly registered in the relevant registries in Kenya under applicable law and all taxes that were due and payable in connection with the transfer of the Property to the Company were paid in full;

1.3.12 all the deeds and documents necessary to prove title to the Property are in the possession of the Company or the Financier;

1.3.13 there are no notices made under the Land Act of 2012 in respect of the Property (or any of them) and no other orders, demands or resolutions affecting the Property (or any of them) have been issued or made by any Governmental Authority;

1.3.14 the Property is not subject to the payment of any outgoings except land rent and rates;

1.3.15 no tenancy or licence has been created or granted in favour of any person over the Property or any part thereof;

1.3.16 the Property is not subject to the Forest Act nor the Antiquities and Monuments Act and none of the Property has at any time been set aside for any public purpose;

1.3.17 all the beacons on the boundaries of the Property are *in situ* and the Property was never used for any public purposes and has not been set aside for any public purpose or to provide any public utilities;

1.3.18 the dimensions and areas of Property as set out in the documents of title in respect of the Property are true, accurate and correct and the plans of the Property properly and accurately

identify the Property and reflect the actual dimensions of the Property and its boundaries on the ground;

1.3.19 the Property has not been adversely referred to in any manner in the Report of the Commission of Inquiry into Illegal and Irregular Allocations of Public Land (the Ndung'u Report) and the Property or the Land has not been the subject of any investigation relating to unlawful acquisition thereof;

1.3.20 No right, easement, licence or informal arrangement, public or private, is enjoyed or in course of being acquired by or against the Property (or any of them) and none has been proposed or is necessary to permit the owner or occupier of any adjoining land to gain access to Property or to comply with fire regulations or to repair and maintain any building or erection on the adjoining land;

1.3.21 The Vendor have to the best of their knowledge disclosed to the Purchaser all material information relating to the Property; and

1.3.22 That the Vendor will immediately disclose in writing to the Purchaser any event or circumstance which may arise or become known to them after the date of this Agreement and prior to the Completion Date which is inconsistent with any of the warranties or which had it occurred on or before the date of this Agreement would have constituted a breach of the warranties or which is material to be known by a Purchaser for value of the Property.

2 GENERAL WARRANTIES:

2.1 **Accuracy of Information Provided**

2.1.1 All information contained in the recitals to this Agreement and in the schedules to this Agreement is true and accurate in all respects and not misleading in any respect.

2.1.2 All written information given to the Purchaser and its professional advisers by the Vendor, the officers and employees of the Company, their professional advisers and the Company's advisers during the negotiations prior to this Agreement was when given and is at the date hereof true and accurate.

2.2 **Capacity of the Vendor**

2.2.1 The Vendor is entitled to sell or procure the sale of the full legal and beneficial interest in the Sale Shares to the Purchaser on the terms set out in this Agreement.

2.2.2 The Vendor have taken all actions necessary to enable them to enter into and perform this Agreement and have secured, or will secure as herein provided, all approvals and consents (governmental or otherwise) required for the performance of the transactions contemplated by this Agreement.

2.2.3 Neither the execution, or delivery of this Agreement by the Vendor on Completion of the transactions contemplated herein is prohibited by or violates any provision and will not result in a breach of any applicable law rule regulation judgement decree order or other requirements of Kenya or of any court, authority (including regulatory authorities) department, commission, board, bureau or agency.

2.2.4 This Agreement constitutes and imposes valid legal and binding obligations on the Vendor, fully enforceable in accordance with their terms.

2.2.5 Completion of the transactions contemplated by this Agreement by the Vendor will not:

2.2.5.1 conflict with result in the breach of constitute a default under or accelerate the performance provided by the terms of any contract agreement or deed to which the Vendor may be bound or affected; or

2.2.5.2 constitute a default or an event which with the lapse of time or action by a third party could result in the creation of any Encumbrance, security, interest, equity, claim or restriction on any of the Sale Shares.

2.2.6 The Vendor and the Company are not subject to any investigation inquiry process or request for information in respect of any aspect of the activities carried out or in relation to the Property by any governmental body department board or agency or by any organisation charged with the supervision of any activities from time to time undertaken on the Property and no such procedures are pending or threatened and having made due and careful inquiries the Vendor and the Company do not know of any facts which are likely to give rise to any such procedure;

2.2.7 There is no dispute with any revenue or other official department in Kenya or elsewhere in relation to the Property and there are no facts which may give rise to such dispute;

2.2.8 There are no claims pending or threatened or capable of arising in relation to the Property by any employee or workman or third party in respect of any accident or injury which are not fully covered by insurance;

2.2.9 There has been no default by the Vendor or the Company in relation to the Property under any agreement trust deed instrument or any arrangement to which the Vendor and/or the Company is a party and no threat or claim of default has been made and is outstanding and there is nothing which could cause:

2.2.9.1 any such agreement or arrangement to be terminated or rescinded by any other party; or

2.2.9.2 their terms to be worsened or the Purchaser prejudiced following Completion;

2.3 **Miscellaneous**

2.3.1 Details of all contracts entered into by the Vendor and the Company (if any) in relation to the Property have been expressly disclosed to the Purchaser in writing prior to execution of this Agreement.

REPUBLIC OF KENYA

76

IN THE MATTER OF THE AFFIDAVIT IN SUPPORT OF THE IMPEACHMENT OF H.E. GEOFFREY RIGATHI GACHAGUA, DEPUTY PRESIDENT OF THE REPUBLIC OF KENYA.

AFFIDAVIT

I, **Philip Obae**, a resident of Nairobi, Republic of Kenya, holder of ID number **42196093**, do hereby make an oath and state as follows:

1. INTRODUCTION

1.1 I am a Kenyan citizen, of sound mind, and competent to swear this affidavit.

1.2 I am making this affidavit in support of the impeachment process of H.E. Geoffrey Rigathi Gachagua, the Deputy President of the Republic of Kenya, scheduled to take place on Tuesday, **08/10/2024**.

1.3 The contents of this affidavit are based on my direct experience, information, and belief, as well as verified evidence obtained from credible sources, including official records, reports, and publicly available information.

2. CRIMINAL AND CONSTITUTIONAL VIOLATIONS

2.1 Alleged Corruption and Embezzlement of Public Funds

2.1.1 Geoffrey Rigathi Gachagua has been implicated in several corruption cases involving the embezzlement of public funds. Specifically, he is alleged to have fraudulently acquired Ksh. 7.3 billion from government contracts using proxy companies under the guise of development initiatives.

2.1.2 The Directorate of Criminal Investigations (DCI) and the Ethics and Anti-Corruption Commission (EACC) have linked the Deputy President to these illicit financial transactions, as referenced in Case No. ACC/31/2021, pending before the Kenyan courts. The EACC report dated 01/08/2023 provides detailed accounts of the alleged crimes.

2.1.3 These actions violate Chapter Six of the Constitution of Kenya, which deals with Leadership and Integrity, as well as the Public Officer Ethics Act (2003).

2.2 Abuse of Office

2.2.1 H.E. Geoffrey Rigathi Gachagua has been accused of leveraging his office to influence government tenders and other public sector appointments in favor of

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close family members and associates. This contravenes Article 73 of the Constitution, which mandates that state officers should serve in the interest of the public, not personal gain.

2.2.2 Evidence supporting this claim includes the Auditor General's Report No. **24/2023**, highlighting irregularities in contract awards to companies linked to the Deputy President's associates. Further details of these contracts are recorded under Contract No. **GOV/KEN/2022/103**.

2.3 Public Incitement and Hate Speech

2.3.1 H.E. Gachagua has made divisive and inciting remarks that have the potential to cause ethnic tension and violence in the country. One such instance occurred on 15/07/2023, during a public rally, where he allegedly issued statements intended to divide the Kenyan people along ethnic lines.

2.3.2 These utterances violate the **National Cohesion and Integration Act (2008)** and are punishable under the Penal Code, Cap 63 of the Laws of Kenya, specifically sections addressing incitement to violence.

2.3.3 I have personally attempted to reach out to the Deputy President regarding these issues for almost a year. I have visited his office numerous times and even tried contacting him directly, but my efforts have been unfruitful.

2.4 Misuse of Public Resources

2.4.1 It has been documented that the Deputy President has used government resources, including state vehicles and government employees, to advance his personal business interests. **The Public Finance Management Act (2012)** prohibits the use of public resources for non-state activities.

2.4.2 Evidence of this misuse can be found in Report No. **PAC/2023/12** from the Parliamentary Committee on Public Accounts, as well as photographic evidence presented in media reports on **22/08/2023**.

2.5 Conflict of Interest

2.5.1 It has been alleged that H.E. Gachagua has maintained direct involvement

in businesses that have interests in public sector procurement, which constitutes a conflict of interest under Article 75 of the Constitution of Kenya, as well as the **Leadership and Integrity Act (2012)**.

2.5.2 The Kenya Procurement Oversight Authority (KPOA) has flagged several government contracts linked to the Deputy President's business interests, including Contract No. **GOV/KEN/2021/045**, awarded in 2021.

3. CONSTITUTIONAL AND LEGAL IMPLICATIONS

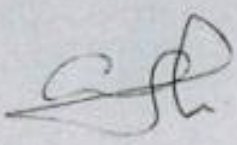
3.1 The above-outlined actions and allegations violate the Constitution of Kenya, specifically Articles 10, 73, and 75, as well as Chapter Six, which deals with integrity, public trust, and accountability of state officers.

3.2 These actions undermine Kenya's commitment to the rule of law and good governance as stipulated in both local and international frameworks, including the **United Nations Convention Against Corruption (UNCAC)** and the **African Union Convention on Preventing and Combating Corruption (AUCPCC)**, to which Kenya is a signatory.

4. PRAYER

4.1 Based on the foregoing, I humbly request that this affidavit be considered in support of the impeachment proceedings against H.E. Geoffrey Rigathi Gachagua.

4.2 I pray that the National Assembly and the Senate uphold the integrity of the Republic of Kenya by ensuring that individuals holding public office are held accountable for any violations of the law, and that the Deputy President be impeached in accordance with **Article 145 of the Constitution of Kenya.**



SWORN BY

Name: **Philip Obae**

ID Number: **42196093**

This day **07** of **October, 2024.**

Supporting Documents:

1. Case No. ACC/31/2021 from the EACC and DCI on corruption and fraud.

2. Auditor General's Reports No. 24/2023.

3. National Cohesion and Integration Act reports on public incitement dated 15/07/2023.

4. Parliamentary Committee Reports No. PAC/2023/12 on misuse of public resources.

Legal References:

- Constitution of Kenya (2010)
- Public Officer Ethics Act (2003)
- Public Finance Management Act (2012)
- National Cohesion and Integration Act (2008)
- Penal Code, Cap 63
- Leadership and Integrity Act (2012)

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Memorandum Opposing the Impeachment of H.E. Hon. Rigathi Gachagua, Deputy President of the Republic of Kenya

To: Clerk of the National Assembly of the Republic of Kenya

From: Joseph Kareko Gikonyo

Gender: Male

Constituency: Langata

Date: 5th October,2024

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P.O Box 41842, NAIROBI

Subject: Opposition to Special Motion for Impeachment of H.E. Hon. Rigathi Gachagua

Introduction:

This memorandum is prepared and submitted to the Clerk of the National Assembly of the Republic of Kenya as part of public participation in response to the Notice of Special Motion for the removal from office of the Deputy President, His Excellency Hon. Rigathi Gachagua EGH, by way of impeachment.

Civic Duty:

As a Kenyan adult of sound mind, I wish to exercise my civic duty and provide my views on this significant governance issue regarding the impeachment of the Deputy President of the Republic of Kenya.

Background:

On October 1, 2024, Hon. Mutuse Icomas Mwengi, Member of Parliament for Kibwezi West, tabled a Notice of Special Motion for the impeachment of H.E. Hon. Rigathi Gachagua. This motion is submitted pursuant to Article 150(1)(b) and (2), Article 145, and Standing Orders 64 and 65 of the National Assembly of Kenya.

Grounds for Impeachment:

The Special Notice of Motion outlines eleven grounds for impeachment, which include:

1. **Gross Violation of Constitutional Articles**: Violations of Articles 10(2)(a), (b), and (c); 27(4); 73(1)(a) and (2)(b); 75(1)(c); 129(2); and 147(1), as read with Articles 131(2)(c) and (d).
2. **Undermining Executive Authority**: Gross violation of Articles 147(1) and 152(1) by undermining the President, Cabinet, and effective governance.
3. **Undermining Devolution**: Gross violation of Articles 6(2), 10(2)(a), 174, 186(1), 189(1), and the Fourth Schedule concerning devolution.
4. **Judicial Independence**: Gross violation of Article 160(1) by undermining the independence of the judiciary.
5. **Breach of Oath**: Breaching the Oath of Office and Allegiance as outlined in Articles 3(1) and 148(5)(a).
6. **National Cohesion Crimes**: Serious reasons to believe that the Deputy President has committed crimes under sections 13(1)(a) and 62 of the National Cohesion and Integration Act.
7. **Economic Crimes**: Serious reasons to believe that the Deputy President has committed economic crimes under various laws, including the Anti-Corruption and Economic Crimes Act.
8. **Misleading the Public**: Continuous misleading of the public through false and inciteful remarks, contrary to the provisions of section 132 of the Penal Code and section 29 of the Leadership and Integrity Act.
9. **Gross Misconduct**: Actions incompatible with the dignity of the office of the Deputy President and the Cabinet.
10. **Insubordination**: Openly insubordinate behavior towards the President, the Head of State and Government.
11. **Bullying of Officials**: Persistently bullying state and public officers.

Constitutional Considerations

Upon reviewing the grounds for impeachment, I wish to highlight the following constitutional principles:

1. **Sovereign Power**: Article 1(1) states that all sovereign power belongs to the people of Kenya, exercised directly or through their elected representatives (Article 1(2)).

2. **Election of the Deputy President**: Article 148 outlines the process of election for the Deputy President, emphasizing that he was elected alongside the President on the same ticket.

3. **Impeachment Grounds**: Article 150, together with Articles 144 and 145, outlines the grounds for removal from office.

4. **Values of Good Governance**: Article 10 emphasizes principles of good governance, including public participation, human dignity, social justice, and accountability.

5. **Public Participation**: Article 10 (2) (a) and 118(b) mandates Parliament to facilitate public participation in legislative processes, including impeachment.

Concerns Regarding the Impeachment Process

1. **Lack of Legislative Framework**: Parliament has not established a clear legislative framework for impeaching the Deputy President. This absence raises questions about how the electorate can meaningfully participate in such a process.

2. **Inadequate Public Views Template**: The template provided for public feedback was limited. Individuals could only select options without sufficient space to articulate their views. This failure to solicit comprehensive input undermines the democratic process.

3. **Absence of Counterclaims**: The motion presents only allegations without counterclaims for public assessment. This one-sided approach limits the electorate's ability to discern the truth.

4. **Risks of Discrimination**: The impeachment of only the Deputy President, while retaining the President, creates an inequitable situation, as both were elected together and share responsibilities.

5. **Misallocation of Resources**: This motion appears motivated by individual interests rather than the collective good, representing a misallocation of public resources.

Summary of My Views

1. **I do not support** the impeachment of the current Deputy President.
2. The Notice of Motion was overly brief and lacked detail.
3. Public participation was inadequate, and the provided questionnaire failed to capture meaningful input.
4. Parliament has yet to legislate an impeachment and public participation framework, especially section B.
5. The process did not adequately present counterclaims, hindering informed decision-making.
6. The Deputy President was elected on the same ticket as the President; if impeachment is warranted, both should be addressed together.
7. Parliament seeks to oversee the Deputy President while failing to establish their accountability measures through the IEBC.
8. The motion is unwarranted, a waste of public resources, and appears to be driven by malice and individual interests.
9. **If there is a need for removal before 2027, both the President and the Deputy President should face scrutiny; otherwise, they should await evaluation by the electorate.**

Conclusion

In conclusion, I **hereby reject the motion for the removal of H.E. Rigathi Gachagua by way of impeachment pursuant to Article 150(b).**

Thank you for considering my views.

Yours Faithfully

Joseph Kareko Gikonyo

gikonyojk@gmail.com

R08

LEMBUS COUNCIL OF ELDERS NEBARAA
P.O. BOX 15-20103
ELDAMA RAVINE



E-mail Address:
lembuselders@gmail.com
lembuselders@yahoo.com

Ref:.....

Date: 4th October, 2024



S. NJOROGE, C.B.S
CLERK OF THE NATIONAL ASSEMBLY
NAIROBI
impeachment@parliament.go.ke

Dear Sir,

REF: IMPEACHMENT OF THE DEPUTY PRESIDENT H.E.G.R. GACHAGUA E.G.H.

In early 1970s an association called GEMAA was formed, meaning Gikuyu, Embu, Meru and Akamba Association. The association was led by Hon. Njenga Karume and Hon. Kihika Kimani, among other strong politicians as well as civil servants and strong business community.

The main objective was to control mainly the Kalenjin and Maasai from buying land in their Rift Valley Province from the Europeans. By 1974 the Akamba were left out because partly they did not join the Mau Mau, they were in the Army Police (many of them). Akamba did not feel comfortable in GEMAA too. Then only Gikuyu, Embu and Meru remained as GEMA. In 1974 they fielded their candidates in general election alongside KANU (the only party). They even challenged Moi in Baringo Central, at the time he was the Vice-President. In 1976 they too tabled a motion in parliament to bar Moi in succeeding Mzee Jomo Kenyatta.

After public outcry and discontent a cabinet meeting was held at state house, Nakuru. In the evening the Attorney – General, Hon. Charles Njonjo issued a strong statement regarding the seat of the "President". All that, you know and the debate was stopped. Charles Njonjo was a friend of D.I. Arap Moi until 1982, but Moi still had a place in his heart for Charles Njonjo.





Rev. Stuart Bryson of the A.I. M brought up Moi in his early life and later became the father in-law of Charles Njonjo.

In 2013 Uhuru Kenyatta and William Ruto agreed to work together in the general election of their year, Uhuru Kenyatta for the position of president while William Ruto to be his Deputy. This was achieved and in their meetings, President Uhuru Kenyatta used to tell the people that he would work for two terms and then William Ruto takes over.

After the election of 2017, Uhuru Kenyatta changed his mind about what he told the people publicly as the President, Father of the Nation and Commander in Chief. That is why the "PEOPLE" of the mountain rebelled against Uhuru Kenyatta in order to protect their "TRUTHFULNESS" by reminding him of what he had committed himself and the "PEOPLE" of the mountain. They kept their promise through H.E.G.R. Kachagua who delivered William Ruto to the "PRESIDENCY".

H.E William S. Ruto, the Deputy President started seeing what he did not imagine would happen to him from 2018-2022, especially from his BEST brother and friend H.E. Uhuru Kenyatta, the president. He had no other option but to look for help from somebody else. By luck or God's guidance he met Hon. G.R. Gachagua who was only one term M.P and had almost the same problems from the same source. Then they agreed to work together. They agreed to work together without knowing each other well.

Before I conclude sir, I have the following questions:

1. How did they approach each other? and how did they approach or identify each other? Who were in the negotiation panel on both sides?
2. Why did they accept the arrangement?
3. Did D.P. William at the time consider the suffering of Hon. Gachagua by President Uhuru Kenyatta?
4. Did Hon. R. Gachagua consider the suffering of D.P. William Ruto by President Uhuru Kenyatta?





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5. Why did he choose Hon. R. Gachagua to be his running MATE and later Deputy President?
6. Has the president William Ruto forgotten what he told the Kenya Nation, Africa and the whole WORLD that, "He will not allow his Deputy to go through what he went through when he was the Deputy President" President Uhuru Kenyatta was present (hearing), after handing over to the 5th President William S. Ruto, C. G.H. President William Ruto had just finished being sworn in, after lifting the HOLY BIBLE or the book he lifted was NOT the HOLY BIBLE?! What will GOD tell him?
7. Rt. Hon. Raila Odinga has been speaking his DHOLUO language to his people and telling them to unite. Everybody has been silent on that.
8. Hon. E. Walalwa has also been telling his LUHYA people in Kiluhya to unit.
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11. H.E. Uhuru Kenyatta, C.G.H, president of Kenyatta has been in his Kikuyu language before he was the President, when he was the President and after. Nobody has said anything.
12. Kenyan politics have been tribal still tribal and even the formation of parties.

NB: Why blame H.E.G.R Gachagua, E.G. H. the Deputy President when every heavy weight leader is "tribally inclined"?!

i. Why does the government allow AZIMIO to have military uniform in their meetings? Uniform used are of unknown military. Jeremiah Kioni wears Gen-z uses and have been talking of revolution but the government does not take action why? When they see our police they hate them, D.P. Gachagua has not been heard talking of that. How can he be blamed?

ii. Why has the retired president Uhuru Kenytta kept on fighting president W. Ruto with his fellow mountain people?! Why have Mungiki been allowed to exist in the country?!





NB: The T.J.R.C REPORT MUST be made known so that the NATION can be healed. People suffered historically during colonial and after our own administration. The President MUST release the REPORT, after all PUBLIC FUNDS were used in ORDER to heal the NATION. President William Ruto MUST be given chance to work as the President of the republic and be respected. Moi was NOT respected and now RUTO, WHY?!

Finally I do NOT support the impeachment of the Deputy President H.E.G.R. Gachagua, E.G.H. after all we have only Two years of work. Let us keep stability in our country, and avoid bringing "sickness".

Remember that Hon. Paul Ngei was saved by President Jomo Kenyatta by passing a law in record one day so that he could not lose his parliamentary seat. President W. Ruto can save his Deputy instead of using a lot of money, we do not have, after all he helped you, when needed help. They were elected together.

Thank you and GOD BLESS ONE PEOPLE, ONE NATION AND ONE COUNTRY.

Yours faithfully,

JOSEPH TYONGIK
SECRETARY

LEMBUS
COUNCIL OF ELDERS
08 OCT 2024
P. O. Box 15-29103,
ELDAMA-RAVINE





R151

LEMBUS COUNCIL OF ELDERS NEBARAA
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ELDAMA RAVINE



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lembuselders@yahoo.com

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Yours faithfully,

JOSEPH TYONGIK
SECRETARY

LEMBUS
COUNCIL OF ELDERS
* 08 OCT 2024 *
P. O. Box 15-20100,
ELGAYA-RAVINE



"UNITED COMMUNITY UNDER GOD"
"PORORIET NE NOMMYOT ENG JEHOVAH"



URGENT

NARC KENYA

One Kenya, One Nation, One People

UONGOZI BORA

7H

NARC KENYA House, Woodland Road, off Lenana Road.
P.O. Box 34200 - 00100, Nairobi, Cell: 0746 737 454, 0113 035 979, 0737 035 979, 0776 778000

NARC KENYA YOUTH LEAGUE MEMORANDUM ON THE IMPEACHMENT MOTION AGAINST DEPUTY PRESIDENT RIGATHI GACHAGUA

Memorandum by the Youth League

National Rainbow Coalition-Kenya

The National Assembly on The

Impeachment Motion Against The

Deputy President Rigathi Gachagua

3rd October 2024

To

Samuel Njoroge

Clerk of the National Assembly

P.O Box 41842-00100

Nairobi

NATIONAL ASSEMBLY
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CLERK'S OFFICE
P O Box 41842, NAIROBI

1. Preamble

Approximately 75% of Kenya's population are under 35 and 40% are under 15 years. Despite this the Kenyan youth are largely excluded from meaningful political participation. Research suggests that when young people are involved in the political leadership of the nation, they are likely to participate in elections and uphold the constitution. However, significant obstacles exist for young people in Kenya in political participation at individual, organizational and structural levels. Narc Kenya, A political party registered with the registrar of political parties, created a youth league that would enable the youth to engage in political processes of the country in both levels of government,

Over the last few weeks, the impeachment motion against the deputy president of the republic of Kenya, HE Rigathi Gachagua, has been hitting the headlines and its culmination was the tabling of the same on 1st October 2024. The members of the youth league have been discussing this development extensively in meetings and in our platforms and therefore, this memorandum is a summation of the preferences and inputs from our members across the country.

2. Background

Article 150(1)(b) of the constitution of Kenya (2010) provides for removal from office of a deputy president by impeachment on grounds of

(i) Gross Violation of a provision of constitution 2010 or any other law;

(ii) Where there are serious reasons to believe that the deputy president has committed a crime under national or international law; or

(iii) For gross misconduct

Article 150(2) provides that articles 144 and 145 relating to the removal of the president shall apply, with the necessary modifications, to the removal of the deputy president.

We would like to thank the National Assembly for facilitating public participation on this matter since the presidential ticket is a joint ticket, and it is only fair to accord the public a chance to be heard on this matter.

The impeachment motion against the deputy president is coming few weeks after the Gen Z protests that were witnessed country wide following the finance bill 2024, that saw the killings, maiming, harassment, arbitrary abductions and arrests of many youths. Despite these challenges, there was a rebirth of hope among Kenyans that we would one day have accountability from elected and appointed leaders, responsibility, adherence to the rule of law and a corruption free country.

3. Our View

(i) The Gen Z protests that were witnessed across the country symbolized a vote of **NO CONFIDENCE** with the current government and not an individual. We strongly believe that the impeachment motion against the deputy president offers an opportunity for us as a country to look at the effectiveness or lack of it of the executive arm of the government. It gives a unique opportunity to the national assembly to exercise its oversight role from the lenses of the Kenyan people and we believe the **current presidency** should be fired and allow the people to re-elect leaders they can have confidence in.

(ii) The current executive has had a lot of problems and scandals since ascending to power. Some of the notable scandals and issues include the fake fertilizer scandal, the edible oil scandal, the unpopular housing levy, the finance bill 2024, police brutality, abductions, the unpopular new university funding model, the unpopular JKIA-Adani deal, cost of living among others. These are some of the issues that took Kenyans to the streets and these are the things they seek answer for. We do not think the parliament would be giving answers to these questions to Kenyans by sacking the deputy president alone, but we believe the answer would be censuring the entire executive.

(iii) Both the president and the deputy president were elected on a joint ticket. The conduct of the deputy president has been consistent before and after

the election and in many ways mirrors the behaviour and conduct of the current government and as such, if the behaviour of the deputy president is unbefitting, then the Kenya Kwanza government is unbefitting and should be dismissed in its entirety.

4. Conclusion

The impeachment motion against the Deputy President Rigathi Gachagua offers the country an opportunity to look at the functionality of the current executive arm of government. All indicators show that Kenyans have no confidence in the current government. It is a unique moment and opportunity to drain the swamp before Kenya drowns.

Signed on 3rd October 2024 at Narc Kenya Headquarters

John Kamau
National Youth Leader

Albright Lola Alitsi
National Deputy Youth Leader

Narc Kenya Headquarters
Woodlands Road, Off Lenana Road
P.O Box 34200-00100 GPO,
Nairobi

DIRECTOR MATU

P.O. BOX 6238-00100
Nairobi, Kenya

LL.B. (HONS), B. INT.(RELATIONS), BS. POLITICAL SCIENCE, C.M&PCR

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7I

The Clerk of the National Assembly
Parliament Buildings
Harambee Avenue
P.O. Box 41842 - 00100
Nairobi, Kenya



Dear Sir/Madam,

RE: PUBLIC SUBMISSION IN OPPOSITION TO THE MOTION FOR THE IMPEACHMENT OF HIS EXCELLENCY THE DEPUTY PRESIDENT RIGATHI GACHAGUA

I, Harry Brian Matu, a law-abiding citizen of the Republic of Kenya, hereby submit my formal opposition to the motion for the impeachment of His Excellency Rigathi Gachagua, the Deputy President of Kenya. This submission is made under the constitutional mandate that enshrines the right of public participation in governance, as stipulated in the Constitution of Kenya 2010. My opposition is grounded in a comprehensive analysis of the allegations presented, the lack of substantive evidence supporting these claims, and the potential ramifications of such an unprecedented action on our democratic institutions.

The Constitution of Kenya 2010 is the supreme law that safeguards the rights of every citizen to engage in the governance of the country. Article 10 affirms the sovereignty of the people, granting them the authority to participate actively in the formulation, implementation, and oversight of public policies. Moreover, Article 118(1)(b) obligates Parliament to facilitate public involvement in its legislative processes, ensuring that the voices of the citizenry are heard and considered. Additionally, Article 37 guarantees the right to petition public authorities, further empowering citizens to express their views and concerns regarding governmental actions. These constitutional provisions collectively underpin my right and duty to oppose the impeachment motion, advocating for due process and the preservation of democratic integrity.

GROUND 1. GROSS VIOLATION OF THE CONSTITUTION ARTICLES

The first ground for impeachment alleges that the Deputy President has grossly violated several constitutional articles, specifically Articles 10 (2) (a, b, c), 27 (4), 73 (1) (a), (2) (b), 75 (1) (c), and 129 (2). These accusations, however, are predicated on speculative interpretations of public statements lacking concrete evidence. Article 10 of the Constitution highlights national unity, equality, and inclusivity as core principles of governance. However, the assertion that Rigathi Gachagua's public remarks undermined these values is speculative.

The Constitution itself, under Article 33, guarantees the freedom of expression, which allows every citizen, including public officers, the right to express their views as long as such expression is not incitement to violence or hate speech.
In Robert Alai v Attorney General [2017] eKLR, the Court reiterated that freedom of speech, even for public figures, must be protected unless it crosses into areas prohibited by law. There is no substantive proof that the Deputy President's statements have crossed this line.

Furthermore, Article 73 establishes that state officers must act with integrity. Yet, the alleged discriminatory comments are vague and lack concrete substantiation, and the assumption that the remarks incited ethnic divisions is uncorroborated by credible evidence. It is imperative that the burden of proof be met, particularly in an impeachment proceeding, and as seen in Katiba Institute v Attorney General [2020] eKLR, judicial review of executive actions requires cogent evidence of misconduct, which, in this case, is conspicuously absent.

GROUND 2: GROSS VIOLATION OF COLLECTIVE RESPONSIBILITY

The second allegation contends that the Deputy President has violated Article 147 and Article 152 by failing to adhere to the principle of collective responsibility. Specifically, the motion accuses the Deputy President of making unilateral statements that contradict government positions, citing the Nairobi River Riparian Evacuation Order.

It is important to note that Article 147 clearly delineates the Deputy President's role as the President's principal assistant. However, nothing within this constitutional mandate precludes the Deputy President from expressing personal opinions, especially when no formal government policy exists on a matter. The Nairobi River Riparian Evacuation was not an articulated policy but rather an initiative overseen by multiple agencies. Without an official government stance, the Deputy President cannot be deemed to have violated collective responsibility. In Coalition for Reform and Democracy (CORD) v Attorney General [2015] eKLR, the court affirmed that in matters of ambiguity, the law must be construed in favour of freedom of expression rather than constraining it, especially where no direct conflict with Cabinet decisions is evident.

The Constitution anticipates that government officials, particularly those as senior as the Deputy President, will engage in policy discussions robustly. Mere differences of opinion on an unresolved issue do not meet the threshold for impeachment.

GROUND 3: VIOLATION OF DEVOLUTION PRINCIPLES

The third ground alleges interference with the functions of the Nairobi City County government, violating Article 6 and Article 189 of the Constitution, which protect the distinct and interdependent relationship between the two levels of government. It is critical to acknowledge that the alleged violations stem from remarks relating to alcohol control and management, which are within the purview of county governments.

However, these accusations appear to misconstrue the Deputy President's role in highlighting national concerns about alcohol and substance abuse. Article 186 and the Fourth Schedule of the Constitution outline that while county governments are responsible for certain public health and local functions, national oversight and concern regarding matters affecting the entire populace cannot be deemed unlawful interference.

The Deputy President, as a national leader, holds an interest in ensuring that national policies align with devolved responsibilities.

In Council of Governors v Senate [2016] eKLR, the court acknowledged the necessity of cooperation between national and county governments, especially in policy-sensitive areas. The Deputy President's statements, in this context, are consistent with his duty to engage with devolved units to address national issues, not an overreach into county matters.

GROUND 4: UNDERMINING JUDICIAL INDEPENDENCE

The fourth ground accuses the Deputy President of undermining judicial independence by making threats against judicial officials, thereby violating Article 160 of the Constitution. Judicial independence is paramount, and any attempt to compromise it warrants serious scrutiny. Nonetheless, Article 35 of the Constitution protects citizens' rights to criticize and express opinions about public institutions, including the Judiciary, provided such expressions do not amount to direct interference or coercion.

In the case of Johnstone Muthama v Director of Public Prosecutions & 3 others [2014] eKLR, the court affirmed that constructive criticism of judicial processes is permissible under the freedom of expression. The motion fails to present concrete evidence that the Deputy President's remarks constituted a direct threat or interference with judicial proceedings. Therefore, without incontrovertible proof of intentional subversion, the claim of undermining judicial independence remains speculative and legally insufficient to justify impeachment.

GROUND 5: ALLEGATIONS OF ECONOMIC CRIMES AND CORRUPTION

The fifth ground charges the Deputy President with economic crimes under the Anti-Corruption and Economic Crimes Act, alleging corruption, money laundering, and the illicit acquisition of assets. These are grave accusations that necessitate rigorous evidence and due process. Article 50 of the Constitution upholds the presumption of innocence until proven guilty, a cornerstone of our legal system.

To date, there have been no judicial convictions or substantive findings by the Ethics and Anti-Corruption Commission (EACC) implicating the Deputy President in such activities. The allegations appear to be based on circumstantial evidence and proxy accusations without direct linkage to the accused. The principles established in Peter Oduor Ngoge v Francis Ole Kaparo & 5 others [2007] eKLR mandate that public allegations against high-ranking officials must be substantiated with credible and conclusive evidence. The absence of such evidence renders the motion's claims unfounded and procedurally improper.

GROUND 6: CRIMINAL ACTIVITIES UNDER THE NATIONAL COHESION AND INTEGRATION ACT

The sixth ground posits that the Deputy President has engaged in activities that foment ethnic hatred, violating sections of the National Cohesion and Integration Act. The motion references inflammatory public remarks intended to destabilize societal harmony. However, Section 13 (1)(a) and Section 62 of the Act criminalize speech that incites ethnic hatred, yet the motion lacks concrete instances where the Deputy President's statements meet this threshold.

Section 62 clearly stipulates that only speech that is likely to stir up ethnic hatred constitutes an offence. In evaluating the Deputy President's remarks, it is essential to discern whether his statements objectively incite hatred or merely reflect political rhetoric within the bounds of free speech.

Without empirical evidence demonstrating a direct causative link between his statements and actual ethnic tensions, the allegations remain speculative and insufficient for impeachment proceedings.

GROUND 7: ECONOMIC CRIMES UNDER ANTI-CORRUPTION AND RELATED ACTS

The seventh ground further alleges that the Deputy President has amassed wealth and property through corrupt practices, violating multiple sections of the Anti-Corruption and Economic Crimes Act and the Proceeds of Crime and Anti-Money Laundering Act. Detailed lists of companies and properties purportedly acquired through illicit means are presented; however, these claims require meticulous legal scrutiny and verification.

According to Section 5(1) of the Anti-Corruption and Economic Crimes Act, the mere possession of assets disproportionate to one's known income constitutes prima facie evidence of corruption, but this must be corroborated by concrete evidence linking the assets directly to corrupt activities. The motion's reliance on proxy ownership and circumstantial financial transactions does not suffice to establish guilt beyond a reasonable doubt. Moreover, without judicial adjudication or official investigative findings affirming these allegations, the claims remain unproven and legally inadequate to sustain an impeachment motion.

GROUND 8: CRIMES UNDER THE PENAL CODE AND LEADERSHIP AND INTEGRITY ACT

The eighth ground accuses the Deputy President of committing offences under Section 132 of the Penal Code and Section 29 of the Leadership and Integrity Act through defamatory and malicious remarks against judicial and security officials. These allegations hinge on the assertion that his statements are false and intended to malign the reputation of public institutions.

Under Section 132 of the Penal Code, defamation involves making false statements that harm another's reputation. However, Section 29 of the Leadership and Integrity Act emphasizes the ethical conduct expected of public officials, yet it does not extend to penalizing speech that falls within the ambit of protected free expression unless it constitutes criminal defamation. The motion fails to provide indisputable evidence that the Deputy President's remarks were both false and malicious to the extent of meeting the legal definitions required for these offences. Consequently, the allegations lack the necessary substantiation to warrant impeachment.

GROUND 9: GROSS MISCONDUCT (INSUBORDINATION)

The ninth ground alleges that the Deputy President has engaged in gross misconduct through insubordination, undermining the President's authority and obstructing state mandates. This includes purported interference in agricultural sectors and manipulation of cooperative societies. Article 147 clearly defines the Deputy President's role as the President's principal assistant, yet it does not explicitly prohibit independent engagement in sectoral issues.

The motion suggests that differing opinions or strategic disagreements constitute insubordination, yet Article 152 stipulates that the Cabinet must operate on the basis of collective responsibility, but does not preclude healthy debate or policy divergence. In

In Katiba Institute v Attorney General [2020] eKLR, the judiciary highlighted the importance of contextual and substantive evidence in cases of alleged executive misconduct. The absence of clear, documented instances where the Deputy President's actions directly contravened presidential directives or disrupted governance processes undermines the validity of this ground for impeachment.

GROUND 10: GROSS MISCONDUCT (BULLYING)

The tenth ground accuses the Deputy President of bullying state and public officers, coercing procurement processes, and manipulating public service operations for personal gain. These claims suggest a pattern of abusive authority that undermines institutional integrity and employee morale.

Article 3(1) of the Constitution ensures equality and prohibits discrimination, including in workplace interactions. However, the motion must provide specific instances where the Deputy President's behaviour unequivocally violates these constitutional protections. Case law, such as Wanzala v Independent Electoral and Boundaries Commission [2018] eKLR, emphasizes the need for concrete evidence when alleging workplace misconduct at high governmental levels. Without detailed, verifiable accounts of bullying that meet the legal criteria, the allegations remain generalized and insufficient to substantiate impeachment.

GROUND 11: ADDITIONAL MISCONDUCT AND CORRUPTION

The eleventh and final ground presents further allegations of misconduct and corruption, extending the pattern of unethical behavior and exploitation of the Deputy President's office for personal enrichment. This includes the misuse of state resources and influence peddling to benefit affiliated businesses and family members.

While these accusations are serious, they demand rigorous evidence, including documented instances of conflict of interest, unauthorized transactions, and financial discrepancies directly linked to the Deputy President's actions. Section 5(1)(b) of the Anti-Corruption and Economic Crimes Act requires clear evidence of corrupt practices tied to public office. The motion's reliance on circumstantial evidence, without direct linkage or judicial corroboration, fails to meet the evidentiary standards necessary for impeachment.

Furthermore, the principles outlined in Article 196 regarding accountability emphasize that allegations must be substantiated through due process, which the current motion does not adequately fulfill.

CONCLUSION

In summation, the motion to impeach His Excellency Rigathi Gachagua, the Deputy President of the Republic of Kenya, is founded on allegations that, upon thorough examination, lack the requisite evidentiary support and legal substantiation mandated by our constitutional and legal frameworks. The Constitution of Kenya meticulously delineates the processes and protections surrounding impeachment, ensuring that such a grave action is reserved for incontrovertible instances of misconduct, supported by concrete evidence and judicial findings.

The absence of judicial convictions, credible investigative reports, and verifiable documentation undermines the legitimacy of the impeachment motion. Moreover, the principles of due process, presumption of innocence, and freedom of expression are being imperiled by attempts to remove a duly elected official without fulfilling the stringent legal prerequisites. Upholding the integrity of our democratic institutions necessitates a judicious and evidence-based approach to impeachment, rather than succumbing to politically motivated or unsubstantiated claims.

Therefore, I earnestly implore the National Assembly to critically assess the merits of the impeachment motion, ensuring that actions taken are firmly rooted in legal principles and supported by undeniable evidence. It is imperative to safeguard the sanctity of constitutional offices and maintain public confidence in our governance structures by rejecting motions that do not meet the high standards of proof and legitimacy required for such consequential decisions.

Thank you for your attention to this matter.

Director Matu
P.O BOX 6238-00100
03 OCT 2024
WestEnd Towers, Nairobi
DirectorMatu@consultant.com

YOURS FAITHFULLY,

.....

HARRY BRIAN MATU

ATTACHED TO:

OFFICE OF THE DEPUTY PRESIDENT
HARAMBEE HOUSE ANNEX,
P.O. BOX 40530 - 00100,
NAIROBI, KENYA.

CLERK OF THE SENATE
PARLIAMENT BUILDINGS,
P.O. BOX 41842 - 00100,
NAIROBI, KENYA.

CITATIONS

1. ROBERT ALAI V ATTORNEY GENERAL [2017] EKLR

2. COALITION FOR REFORM AND DEMOCRACY (CORD) V ATTORNEY GENERAL [2015] EKLR

3. COUNCIL OF GOVERNORS V SENATE [2016] EKLR

4. JOHNSTONE MUTHAMA V DIRECTOR OF PUBLIC PROSECUTIONS & 3 OTHERS [2014] EKLR

5. PETER ODUOR NGOGE V FRANCIS OLE KAPARO & 5 OTHERS [2007] EKLR

6. WANZALA V INDEPENDENT ELECTORAL AND BOUNDARIES COMMISSION [2018] EKLR

7. KATIBA INSTITUTE V ATTORNEY GENERAL [2020] EKLR

8. ANTI-CORRUPTION AND ECONOMIC CRIMES ACT, CAP. 65

9. PROCEEDS OF CRIME AND ANTI-MONEY LAUNDERING ACT

10. NATIONAL COHESION AND INTEGRATION ACT

11. LEADERSHIP AND INTEGRITY ACT

12. PUBLIC FINANCE MANAGEMENT ACT, 2012

13. PUBLIC AUDIT ACT, 2015

14. PUBLIC PARTICIPATION ACT, 2019

15. ACCESS TO INFORMATION ACT, 2016

16. ETHICS AND ANTI-CORRUPTION COMMISSION ACT

17. PENAL CODE

NATIONAL ASSEMBLY
RECEIVED
04 OCT 2024
CLERK'S OFFICE
P O Box 41842, NAIROBI

7J

JEREMIAH MUGI
FOUNDATION

International Researcher, Observers, Indigenous Knowledge, Any KindOf Forensic Anthropology in Law, Historical Documents, social cultural,Archeologist, science/ spiritual Techniques, conflict Resolution, Opinion polls, strategic plan, Nature History of East Africa

4TH OCTOBER 2024

The Clerk of the National Assembly
National Assembly of Kenya
Parliament Buildings
Nairobi, Kenya

Dear Sir/Madam,

RE: REQUEST TO HALT PUBLIC PARTICIPATION DUE TO CONFLICT OF INTEREST

We writing to express my deep concerns regarding the planned public participation process scheduled for 4th October 2024, in all 47 counties across Kenya, as well as related issues that demand immediate attention.

First, it has come to our attention that Members of Parliament (MPs) with a clear conflict of interest in the ongoing impeachment motion against the Deputy President are set to oversee this process. Public participation is a critical pillar of democracy, and it is essential that it be conducted in a transparent and unbiased manner. The involvement of MPs with vested interests compromises the integrity of this exercise and risks influencing the outcomes in ways that do not reflect the genuine views of the public.

Additionally, We would like to request that either you or the Speaker provide an explanation for the source of the funds being used to mobilize the public participation process. Transparency and accountability in how public resources are allocated are vital to maintaining public confidence.

We would also like to highlight that there are still pending cases before the courts regarding the implementation of the two-thirds gender rule and the management of the Constituency Development Fund (CDF). Given the unresolved nature of these critical issues, proceeding with the public participation process under such conditions may undermine the broader democratic framework.

Moreover, we are aware of complaints from some MPs regarding their signatures in relation to this process. There have been concerns raised about whether these signatures were obtained intentionally, under coercion, or whether they were manipulated in some way. We urge the relevant investigative authorities to thoroughly investigate this matter to determine whether the MPs signed voluntarily, were forced, or if their signatures were tampered with.

In light of these issues, we strongly urge you to take immediate action to stop the planned public participation process and ensure that only impartial and unbiased representatives are involved. This will safeguard the integrity of the process and ensure that the views of the public are accurately and fairly represented.

We trust that you will act swiftly and responsibly to address these concerns and uphold the principles of fairness, transparency, and accountability. I look forward to your prompt response.

Yours faithfully,
Ev. James N. Mahuria

Jeremiah Mugi Foundation

CC

Inspector General of Police

Director-EACC

JEREMIAH MUGI FOUNDATION

International Researcher, Observers, Indigenous Knowledge, Any KindOf Forensic Anthropology in Law, Historical Documents, social cultural,Archeologist, science/ spiritual Techniques, conflict Resolution, Opinion polls, strategic plan, Nature History of East Africa



OBJECTION TO THE SPECIAL MOTION FOR THE IMPEACHMENT OF THE DEPUTY PRESIDENT

Submitted by: Jeremiah Mugi Foundation, Mau Mau War Veterans Association, and Mau Mau Children Post-Colonial Elites
Date: 4th October 2024
To: All Media Houses

Subject: Objection to the Impeachment Motion and a Call for Tabling the Kenya Sovereignty Fund Bill, 2019

We, the undersigned representatives of the Jeremiah Mugi Foundation, Mau Mau War Veterans Association, and Mau Mau Children Post-Colonial Elites, hereby object to the proposed motion for the impeachment of the Deputy President of Kenya. Our opposition is rooted in the historical context and persistent challenges that have shaped Kenya's political and social landscape.

1. Background of the Issues

The political and social challenges facing Kenya today did not start with the current Deputy President but trace back to a systemic failure that dates to 2005, during the **Independent Electoral and Boundaries Commission (IEBC)** data collection exercise. The 2005 process was marred by inconsistencies, lack of transparency, and poor data management, which ultimately created mistrust among Kenyans and laid the foundation for the contentious **2007 post-election violence**.

This period of turmoil resulted in the formation of several commissions, such as the **Krigler Commission** and the **Waki Commission**, aimed at investigating and resolving the issues that led to the violence. However, despite their recommendations, implementation was either partial or non-existent, highlighting the broader problem of law-breaking and disregard for proper procedures within our governance systems.

2. Kenya's Troubled Political Landscape and the Path to Constitutional Reform

The challenges persisted until 2010, when Kenya adopted its first comprehensive **Constitution**, which sought to address historical injustices, ensure transparency, and promote inclusivity in governance. The **Preamble of the Constitution of Kenya, 2010**, emphasizes:

"We, the people of Kenya – Acknowledging the supremacy of the Almighty God of all creation: Honoring those who heroically struggled to bring freedom and justice to our land: Proud of our ethnic, cultural, and religious diversity, and determined to live in peace and unity as one indivisible sovereign nation..."

This statement reflects the aspirations of Kenyans to move past historical grievances and build a nation rooted in justice and the rule of law. However, political disruptions, misuse of public resources, and disregard for established frameworks have continued to derail the vision of the 2010 Constitution.

3. Sovereignty and Economic Stability: Need for the Kenya Sovereignty Fund Bill, 2019

Further, the **Kenya Sovereignty Fund Bill, 2019**, which was aimed at creating a sustainable fund to support the country's economic independence and mitigate the effects of political instability, has remained dormant and unutilized. Had this bill been tabled and implemented effectively, it would have provided a safety net against the political turbulence that destabilized the tenure of the former President, Uhuru Kenyatta, and impacted his ability to execute the national agenda.

Email: jmugifoundation@gmail.com Tweeter: Jmugi Foundation
Website:www.jeramiahmugifoundation.co.ke
Hotline: +254 202 144 005 Facebook: Jeremiah Mugi Foundation YouTube: JM Foundation

4. Bad Politics as a Root Cause

The turbulence during President Kenyatta's administration was not due to poor leadership but rather to a sustained campaign of political destabilization. The political elite, instead of upholding the constitutional values, have often engaged in power struggles that disrupt the operations of government and damage public trust.

5. Our Proposal

In light of the above, we propose the following:

1. **Focus on Systemic Reforms Rather than Individual Blame**: Address the systemic issues in governance and political culture rather than targeting individuals through impeachment motions that only serve to deepen divisions.

2. **Tabling the Kenya Sovereignty Fund Bill, 2019**: We call for the immediate tabling of the **Kenya Sovereignty Fund Bill, 2019**, in Parliament to ensure economic resilience and protection from political interference. This bill can act as a foundation for rebuilding Kenya's governance structure from a position of strength and stability.

3. **Strengthening the Role of Commissions and Implementing Past Recommendations**: We urge the government to revisit the recommendations of past commissions, such as the **Krigler** and **Waki Reports**, to fully implement the necessary reforms and prevent future occurrences of political instability and lawlessness.

Conclusion

Kenya's history shows a pattern of unresolved conflicts and legal non-compliance. The proposed impeachment motion, if pursued, will not address these root causes but rather perpetuate the cycle of political instability. We, therefore, propose a shift towards systemic reforms, beginning with the approval and implementation of the Kenya Sovereignty Fund Bill, 2019, as a tool to secure Kenya's political and economic future.

Attached is

1. Kenya sovereign wealth fund bill 2019 which we know we have investigated, researched and we believe that our Kenyan money is being misused outside by the European Union
2. Photos showing the Deputy President not being issued the election certificate by IEBC because it was divided. The issue facing the Deputy President today stems from the events at Bomas of Kenya during the announcement of the presidential election results. While the President-elect was issued a certificate by the then IEBC Chairman, Mr. Wafula Chebukati, the Deputy President did not receive his certificate, which was supposed to be presented by IEBC Vice-Chairperson Juliana Cherera. This was due to a division within the IEBC, where four commissioners, led by Cherera, dissociated themselves from the final tallying process. This split in the commission marked the beginning of the current challenges for the Deputy President, signaling a deeper political rift that emerged immediately after the results were announced.

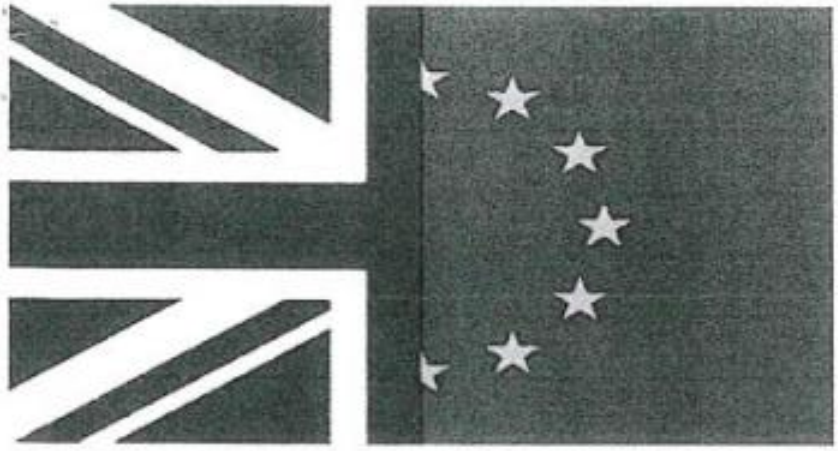







If the 47 counties in Kenya do not support the motion for the impeachment of Rigathi Gachagua, then the Independent Electoral and Boundaries Commission (IEBC) should uphold the democratic decision of the people by issuing him with a certificate affirming the validity of his election in the 2022 polls.

In the context of the European Union's business operations in Kenya, it is recommended that they register under the Public Benefit Organization (PBO) framework as a charity, rather than as a business entity, given the perception of their involvement in global conflicts such as the Russia-Ukraine war. Kenya, being a member of the Commonwealth, is more aligned with the values led by the United Kingdom. We support the United Kingdom's exit from the EU and urge the United Nations Security Council to recognize the Brexit movement symbolically, by admitting the flag of Brexit, as a statement of sovereignty and national interest.



We support Rt. Prime Minister Raila Amollo Odinga for AfricanUnion Charmanship and since his father fought with the British and also Raila Odinga has pushe Joe Bidden to sign June 10th On June 19, 1865, enslaved African Americans in Texas were told they were free. A century and a half later, people across the United States continue to celebrate the day, which is now a federal holiday.



We ask the UN that if the Rt. Raila Amollo Odinga bags the AU chairmanship, the June 19 1865 flag should be admitted to the United Nations Security Council.

We also ask all organisations doing charity work in Kenya, to register with Public Benefit Organisation(PBO) which was signed by Former President Mwai Kibaki in 2013

The Public Benefit Organisations Act, 2013 (the **Act**) has come into force as of 14 May 2024 (the **Commencement Date**) pursuant to Legal Notice No. 78 of 2024 (the **Legal Notice**). This marks the culmination of a lengthy process that began with the Act receiving presidential assent on 14 January 2013. Following delays in the Act's commencement, on 31 October 2016, the High Court issued an order compelling the Cabinet Secretary for Devolution and Planning (the **Cabinet Secretary**) to appoint and gazette the Act's commencement date within fourteen (14) days of the order. Subsequently, on 12 May 2017, the High Court issued a ruling reinforcing the judgement of 31 October 2016 and ordered the commencement of the Act within thirty (30) days from the date of the order. Despite these orders, the Act was not effected until the recent publication of the Legal Notice that set the Commencement Date.

Purpose of the Act

The purpose of the Act is to establish the administrative and regulatory framework for the establishment and operation of public benefit organisations (**PBOs**) in Kenya. A PBO is a **voluntary** membership or non-membership grouping of individuals or organisations, which is autonomous, non-partisan, non-profit making and which is:

- organised and operated locally, nationally, or internationally;
- engages in public benefit activities in any of the areas set out in the Act; and
- is registered as such by the Public Benefit Organisations Regulatory Authority (the **Authority**).

The commencement of the Act repeals the Non-Governmental Organisations Co-ordination Act, 1990 (the **NGO Co-ordination Act**) which until the Commencement Date provided for the registration and coordination of non-governmental organisations (**NGOs**) in Kenya.

What does this mean for NGOs registered under the NGO Co-ordination Act?

NGOs registered under the NGO Coordination Act shall be deemed to be registered as PBOs under the Act and shall have up to one year from the Commencement Date to seek registration as a PBO while those that were exempted from registration under the NGO Coordination Act have three (3) months from the Commencement Date to apply for registration. Failure of NGOs to register as PBOs under the Act within the specified periods will lead to loss of PBO status.

What about other forms of charitable entities; can they register to be PBOs?

No organisation may claim to be a PBO or receive the benefits of PBO status unless it is registered under the Act or has been granted PBO status by the Authority. Registration applications shall be made to the Authority and accompanied by the PBO's constitution or constitutive document, founders' names and addresses, physical and postal addresses, public benefit and principal activities, prescribed fee, and any other information that the Authority may request.

The Authority will then either approve the application, issue a certificate of registration, or reject applications, providing written reasons for any rejections. A certificate of registration shall conclusively demonstrate that a PBO has: met all registration requirements; been duly registered under the Act; is a body corporate; and is authorised to operate throughout Kenya, as specified in its constitution or certificate.

International organisations

The Act provides that international organisations (organisations registered outside Kenya) intending to operate in Kenya shall apply to the Authority for a certificate to operate in Kenya. An international organisation registered under the Act must ensure that at least **one-third** of its directors are Kenyan citizens residing in Kenya, as well as maintain an office in Kenya.

The Authority may exempt an international organisation from registration and, instead, issue a permit to operate in Kenya, provided that the international organisation does not intend to (i) engage in direct implementation of any activity or program in Kenya or operate from Kenya to implement any activities or programs in another country; or (ii) raise any subscriptions or engage in any other form of raising of funds in Kenya.

Regulations

The Cabinet Secretary, in consultation with the Authority, is empowered to make regulations to facilitate the implementation of the Act, such as providing for the classification of PBOs, regulation of organisations issued with a permit to operate in Kenya, and procedure for tracing and safeguarding assets upon cancellation of a certificate of registration, or deregistration or winding up of a PBO. As of the date of this article, the regulations under the Act are yet to be published.

Conclusion

The enactment of the Act represents a significant milestone in the regulatory landscape governing not-for-profit organisations in Kenya. Despite delays in its commencement, the effective implementation of the Act will be crucial in fostering the growth and sustainability of charitable organisations, which play a significant role in promoting economic, social, and cultural development in Kenya.

Given that the regulations are yet to be published, it remains unclear as to the immediate next steps that NGOs should take in terms of aligning their registration and their affairs with the Act. We expect that the Non-Governmental Organisations Co-ordination Board will issue practice directions in the coming days to guide all stakeholders as to the way forward.

As the regulatory landscape evolves, we are committed to providing timely and relevant updates regarding the implementation and impact of the Act.

REPUBLIC OF KENYA

OFFICE OF THE ATTORNEY-GENERAL
&
DEPARTMENT OF JUSTICE

CALL FOR MEMORANDA FOR LEGISLATIVE PROPOSALS ON PUBLIC PARTICIPATION IN KENYA

The Office of the Attorney General & Department of Justice is developing a legislation on public participation in Kenya. The Constitution of Kenya establishes public participation as a fundamental value and a cornerstone of effective governance.

We therefore seek views from the public, all stakeholders and experts to shape the contents of this proposed legislation that will enhance public participation in governmental decision-making processes. This office is open to receiving views from individuals, public and private institutions and interested parties by way of written memoranda and should address the following issues;

The memoranda should be submitted in hard copy or soft copy, via email through the following addresses so as to reach this office by **30th October, 2024.**

The draft bill can be downloaded from our website: **www.statelaw.go.ke**

PHYSICAL LOCATION FOR SUBMISSION OF MEMORANDA: Office of the Attorney General and Department of Justice, 10th Floor, Cooperative House, Room 1008, Haile Sellasie

POSTAL ADDRESS: P.O BOX 40112-00100
EMAIL ADDRESS: publicparticipation@ag.go.ke

Members of the public are advised to submit either hard or soft copies of the Memoranda in the following format. The template below can be downloaded, filled and submitted via the email address provided or hand delivered at the address given.

DRAFT PUBLIC PARTICIPATION BILL

NAME/INSTITUTION: JEREMIAH MUGI FOUNDATION

DATE: FRIDAY, 4TH OCTOBER 2024

Section / Clause	Copy and Paste here the Specific Provisions in the Public Participation Bill 2024 you wish to Comment about.	Proposed Amendment (Provide the exact words of how your proposed amendment should read)	Explain the Reason for the Proposed Amendment	Any other comments
GENERAL COMMENTS FOR INCORPORATION IN THE BILL				

REPUBLIC OF KENYA

OFFICE OF THE ATTORNEY-GENERAL
&
DEPARTMENT OF JUSTICE

CALL FOR MEMORANDA FOR LEGISLATIVE PROPOSALS ON PUBLIC PARTICIPATION IN KENYA

The Office of the Attorney General & Department of Justice is developing a legislation on public participation in Kenya. The Constitution of Kenya establishes public participation as a fundamental value and a cornerstone of effective governance.

We therefore seek views from the public, all stakeholders and experts to shape the contents of this proposed legislation that will enhance public participation in governmental decision- making processes. This office is open to receiving views from individuals, public and private institutions and interested parties by way of written memoranda and should address the following issues;

The memoranda should be submitted in hard copy or soft copy, via email through the following addresses so as to reach this office by **30th October, 2024.**

The draft bill can be downloaded from our website: **www.statelaw.go.ke**

PHYSICAL LOCATION FOR SUBMISSION OF MEMORANDA: Office of the Attorney General and Department of Justice, 10th Floor, Cooperative House, Room 1008, Haile Sellasie

POSTAL ADDRESS: P.O BOX 40112-00100
EMAIL ADDRESS: publicparticipation@ag.go.ke

Members of the public are advised to submit either hard or soft copies of the Memorandum in the following format. The template below can be downloaded, filled and submitted via the email address provided or hand delivered at the address given.

DRAFT PUBLIC PARTICIPATION BILL

NAME/INSTITUTION: MAUMAU CHILDREN POST COLONIAL ELITES

DATE: FRIDAY, 4TH OCTOBER 2024

Section / Clause	Copy and Paste here the Specific Provisions in the Public Participation Bill 2024 you wish to Comment about	Proposed Amendment (Provide the exact words of how your proposed amendment should read)	Explain the Reason for the Proposed Amendment	Any other comments
GENERAL COMMENTS FOR INCORPORATION IN THE BILL				

REPUBLIC OF KENYA

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DRAFT PUBLIC PARTICIPATION BILL

NAME/INSTITUTION: JEREMIAH MUGI FOUNDATION

DATE: FRIDAY, 4TH OCTOBER 2024

Section / Clause	Copy and Paste here the Specific Provision of the Public Participation Bill, 2024 you wish to Comment about	Proposed Amendment (Pls. state the exact wording of how your proposed amendment should read)	Explain the Reason for the Proposed Amendment	Any other comments
GENERAL COMMENTS FOR INCORPORATION IN THE BILL				

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DRAFT PUBLIC PARTICIPATION BILL

NAME/INSTITUTION: MAU MAU WAR VETERANS ASSOCIATION

DATE: FRIDAY, 4TH OCTOBER 2024

Section / Clause	Copy and Paste here the Specific Provisions in the Public Participation Bill 2024 you wish to Comment about.	Proposed Amendment (Provide the exact wording of how your proposed amendment should read.)	Explain the Reason for the Proposed Amendment	Any other comments
GENERAL COMMENTS FOR INCORPORATION IN THE BILL				



The **Public Participation Bill, 2024** and the **National Government Village Administration Policy, 2024** are both pivotal in enhancing governance and citizen involvement in Kenya.

Key Points:

1. **Public Participation Bill, 2024**:
    - Aims to institutionalize public participation as a mandatory part of the legislative process.
    - Establishes frameworks for engaging citizens in decision-making processes, ensuring their views are considered in government policies and laws.
    - Emphasizes transparency, accountability, and inclusivity to strengthen democracy and public trust.
2. **National Government Village Administration Policy, 2024**:
    - Focuses on empowering village-level administration to ensure effective governance at the grassroots.
    - Recognizes the role of **Village Elders** as key stewards in community cohesion, conflict resolution, and cultural preservation.
    - Introduces a formal structure to support Village Elders, including provisions for stipends, ensuring they are adequately compensated for their roles

Joint Statement:

The **Public Participation Bill** and the **National Government Village Administration Policy** collectively aim to enhance public involvement in governance from grassroots to national levels. By empowering communities through structured participation and formalizing village leadership roles, these policies seek to create a more inclusive, transparent, and responsive government system. This joint approach reflects Kenya's commitment to decentralization and citizen-driven policy-making, fostering stronger engagement between the government and its people.

Comment on Public Participation Proposal:

To ensure genuine representation and community involvement, we propose that public participation in Kenya should start from the **village level** due to the established presence of **Village Elders**, who are deeply rooted in the community. This structured approach would create a clear pathway for public opinions and proposals, moving sequentially through the **sub-**

location, location, division, county, and **regional levels** before being presented at the **national level**. From there, the feedback should be directed to the **Parliamentary Budget Office (PBO)** for evaluation and recommendation, before being forwarded to the **Executive** for consideration and approval.

Such a model ensures that the voices of grassroots communities are systematically integrated into policy formulation processes, minimizing the risk of oversight or dilution of local needs. It establishes a strong foundation for effective public participation, making sure that any bill passed is a true reflection of the views and aspirations of citizens at all levels, from the smallest village to the national stage.

This process would shift the paradigm from top-down legislative approaches to a **bottom-up strategy**, ensuring that the grassroots are the starting point for policy deliberation, ultimately making it more inclusive, transparent, and impactful. By engaging communities early and empowering Village Elders to spearhead these discussions, Kenya can build a participatory democracy that aligns national policies with local priorities.

Alternative Dispute Resolution (ADR) mechanisms, such as mediation and arbitration, are critical components that could be integrated into the implementation frameworks of the **Public Participation Bill, 2024** and the **National Government Village Administration Policy, 2024**. ADR methods are particularly valuable in enhancing community-based conflict resolution, especially at the grassroots levels where disputes may arise during public participation and administrative decisions.

Integration of ADR in the Bills:

1. **Village-Level Conflict Resolution**:
    - With the **National Government Village Administration Policy**, the presence of Village Elders can be leveraged for mediation and consensus-building on local issues. This would enable early resolution of conflicts before escalating them to higher administrative levels
2. **Structured Resolution Process**:
    - During the public participation stages outlined in the Public Participation Bill, ADR mechanisms can be used to handle disagreements arising from public consultations, particularly where communities may feel marginalized or their inputs overlooked. Establishing ADR units at the **sub-location, location**, and **county levels** would provide a systematic approach for handling disputes efficiently
3. **Reducing Legislative and Administrative Bottlenecks**:
    - Incorporating ADR within these policies ensures that disputes are resolved outside of formal courts, saving time and resources, and maintaining social harmony. It would also ensure that the public participation process remains focused on constructive dialogue rather than adversarial confrontations.
4. **ADR as a Safeguard for Inclusivity**:

- Implementing ADR at multiple stages of the participatory and policy formulation processes ensures that the concerns of all stakeholders are heard, thereby enhancing the legitimacy of decisions made and fostering trust between the government and citizens.

In essence, utilizing ADR within these frameworks can create a more responsive and community-centered approach to governance, ensuring that disagreements are resolved amicably and without disrupting the broader objectives of public participation and effective administration.

PROPOSAL DRAFT: PUBLIC PARTICIPATION AND VILLAGE ADMINISTRATION BILLS, 2024

TITLE: ENHANCING GRASSROOTS GOVERNANCE AND CITIZEN PARTICIPATION

Submitted to: Office of the Attorney General and Department of Justice
Prepared by: Jeremiah Mugi Foundation and Maumau War Veterans Association
Date: 4th October 2024

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1. Introduction

The **Public Participation Bill, 2024** and the **National Government Village Administration Policy, 2024** are two complementary frameworks aimed at strengthening governance through effective public involvement and robust local administration. The proposed bills seek to institutionalize public engagement and empower village-level governance structures to serve as the foundational units for decision-making and dispute resolution. By aligning these frameworks, Kenya can ensure a more inclusive, accountable, and transparent government that actively integrates citizens' voices from the grassroots level to national policy formulation.

2. Problem Statement

Despite Kenya's commitment to public participation as enshrined in the Constitution, the lack of a structured process has often led to gaps in implementation and limited citizen involvement, particularly at the grassroots level. Current public engagement efforts tend to be top-down, leaving out communities at the village level, where the presence of Village Elders could be effectively utilized to bridge these gaps. Additionally, there is a need for structured and formal roles for local leaders, which the National Government Village Administration Policy seeks to address.

3. Objectives

1. To create a structured and systematic public participation process that begins at the **village level** and flows upwards through **sub-location, location, division, county, regional**, and **national levels**.
2. To establish the **Village Elders** as key facilitators of public participation, responsible for mediating community discussions and presenting consolidated feedback at higher levels.
3. To integrate **Alternative Dispute Resolution (ADR)** mechanisms in both bills to handle conflicts that may arise during public consultations or local administrative decision-making.
4. To promote transparency, inclusivity, and accountability in governance by ensuring that the public has a formal role in policy development from the grassroots to the national stage.

4. Proposed Structure for Public Participation and Village Administration

4.1 Public Participation Framework

- **Stage 1: Village Level**
    - Led by Village Elders, public meetings are held to gather input on local issues. Disputes and disagreements are handled through ADR methods such as mediation.
- **Stage 2: Sub-Location Level**
    - Village-level feedback is reviewed, consolidated, and documented. Representatives from villages discuss common themes and recommendations.
- **Stage 3: Location and Division Levels**
    - Location and division officers facilitate broader discussions, ensuring that sub-location concerns are included in regional recommendations.
- **Stage 4: County and Regional Levels**
    - Public submissions are presented to County Assemblies and Regional Development Committees for consideration. Feedback is refined for national presentation.
- **Stage 5: National Level**
    - Feedback is forwarded to the Parliamentary Budget Office (PBO) and National Executive for analysis, recommendation, and integration into legislative drafts.
- **Stage 6: Policy Integration and Executive Review**
    - The final bill, reflecting public input, is reviewed by the Executive before being introduced in Parliament for debate and enactment.

4.2 Village Administration Structure

- Formalize the roles and responsibilities of Village Elders through the National Government Village Administration Policy.
- Establish guidelines for Village Elders to work as conflict mediators, cultural stewards, and facilitators of public participation.
- Create a support structure for Village Elders, including stipends, training on public engagement, and ADR techniques.

5. Expected Outcomes

1. **Enhanced Public Participation**: A structured process that begins at the village level ensures that the views of grassroots communities are integrated into national policies.
2. **Strengthened Local Governance**: By formalizing the roles of Village Elders, the government can create a more accountable and effective local governance system.
3. **Reduced Policy Conflicts**: Incorporating ADR mechanisms will reduce legislative and policy-related disputes, fostering a culture of dialogue and consensus-building.
4. **Increased Trust in Government**: Engaging citizens early and ensuring their feedback is reflected in final policies will increase public trust in government institutions.

6. Recommendations

- Implement a **pilot program** in select counties to test the proposed public participation and village administration structure.
- Allocate resources for **capacity-building** of Village Elders and public officers in effective community engagement and ADR methods.
- Create a **monitoring and evaluation** framework to assess the impact of the bills on governance and citizen participation.

7. Conclusion

The successful implementation of the **Public Participation Bill, 2024** and the **National Government Village Administration Policy, 2024** will require coordinated efforts from both the national and county governments, as well as active participation from the public. Establishing a structured, bottom-up approach to public participation will ensure that policies truly reflect the needs of all citizens and create a more inclusive and democratic governance system for Kenya.

References

- Public Participation Bill, 2024 - Attorney General's Office
- National Government Village Administration Policy, 2024 - Ministry of Interior & National Administration



REPUBLIC OF KENYA

MINISTRY OF INTERIOR AND NATIONAL ADMINISTRATION

NATIONAL GOVERNMENT VILLAGE ADMINISTRATION POLICY

MARCH, 2024

ACRONYMS

ADR	Alternative Dispute Resolutions
BETA	Bottom-up Economic Transformation Agenda
CoK	Constitution of Kenya
CS	Cabinet Secretary
KIPPRA	Kenya Institute for Public Policy Research and Analysis
KNBS	Kenya National Bureau of Statistics
MDAs	Ministries, Departments and Agencies
MINA	Ministry of Interior and National Administration
M&E	Monitoring and Evaluation
NGA	National Government Administration
OAG&DOJ	Office of the Attorney General and Department of Justice
PSC	Public Service Commission
SDGs	United Nations Sustainable Development Goals
SDISNA	State Department for Internal Security and National Administration
SRC	The Salaries and Remuneration Commission

DEFINITION OF TERMS

Alternative Dispute Resolution: refers to settlement of civil matters on matters pertaining to: individual, family and communal conflict; land and pasture disputes; inheritance and cultural issues

Cultural inclusivity: in the context of the policy means enhancing tolerance and creation of a conducive environment for participation in national development regardless of diversity and cultural differences. Cultural inclusivity is important towards building a strong and cohesive community

National Government Administration: A system of administration under the State Department for Internal Security and National Administration and which forms part of the National Government Administrative (NGA) structure as anchored in the National Government Coordination Act, 2013.

The Village: the lowest administrative unit under the County and National Government administration

Village Administrative Elders: in the context of this policy, village administrative elders administer the village administrative units and act as the liaison between the community and agencies of the National Government under the supervision of the Assistant Chief.

Village Administrative Unit: means the lowest administrative unit under the National Government Administration

Village Administrators: refers to village administrators employed under the County Governments

Village Elders: respected community leaders who act as the link between the formal government structures (National and County) and members of the community

FOREWORD

The Constitution of Kenya Article 6 (3) stipulates that a National State Organ shall ensure reasonable access to its services, in all parts of the Republic so far as it is appropriate to do so having regard to the nature of the service. This article therefore, provides for decentralization of services to the people. Article 10 of the Constitution provides for the National Values and Principles of Governance that include participation of the people, inclusiveness, good governance and sustainable development.

The Village Elders system has been in existence since pre-colonial period among various communities yet their roles remain the same. The Village Administrative Elders play a critical role in Kenya's public governance at the grassroot level, they are the leaders closest to the people in terms of enhancing service delivery by; providing a platform for the community to address issues and participate in decision-making; promoting access by communities to basic services; by championing for development; empowering communities to manage their own affairs, fostering a sense of ownership and responsibility; promoting effective conflict resolution and social cohesion; and promoting cultural recognition, preservation of indigenous knowledge, practices and heritage.

Considering the roles mentioned, it is evident that the Village Administrative Elders strengthen the coordination of National Administrative Functions across the country by acting as a link between the National Government and the public. It is worth noting that, these Village Administrative Elders have been working on a voluntary basis. This policy therefore seeks to recognize and facilitate Village Administrative Elders to enhance service delivery. The policy further paves way for mapping, gazettement, database creation and operationalization of Village Administrative Units as the lowest service delivery points.

It is worth noting that, this Policy is an expression of the collective commitment of relevant stakeholders to tap into and optimize the strengths and opportunities of the Village Administrative Elders.

KITHURE KINDIKI, EGH
CABINET SECRETARY
MINISTRY OF INTERIOR AND NATIONAL ADMINISTRATION

PREFACE AND ACKNOWLEDGEMENT

National Government Administration being one of the pivotal structures in coordination of government business traces its origin and its functions to colonial period in Kenya. The structure of the National Government Administrative (NGA) has withstood the test of functional stability since the colonial administration in Kenya due to its close collaboration with the VAE. The Village Administrative Elders (VAE) wield huge influence in community representation, decision making processes and act as a fabric that hold societies together which is essential in the stability, security and prosperity at the grassroots level. Most of the communities in Kenya had an organized traditional system of governance since pre-colonial period where there was a central leader referred by various names. In the present-day Kenya, these traditional systems of administration form part of the National Government Administrative (NGA) structure and which is anchored in the National Government Coordination Act, 2013. The structure of the NGA system presents hierarchical inter-linkages that cascade up to the village level. Significantly, the Village Administrative Elders make part of the volunteer servants in delivery of public services.

The formal engagement of the Village Administrative Elders is long overdue. This Policy seeks to bring on board the local administrators to the limelight and recognize their services by providing a framework for engagement, prescribe the qualities of a Village Administrative Elder, specify the conditions of service and reward thereof. This will improve the quality of services and ensure smooth and uninterrupted flow of service delivery at the grassroots level. I am optimistic that this policy will guide the operationalization of the smallest unit of administration by introducing structured engagement of citizens to support government efforts in peace and security management.

There have been several attempts between 2008 and 2023 where a number of elected leaders presented private members motion bills and legislative proposals in Parliament seeking the recognition and facilitation of Village Elders. Similarly, some members of Parliament tabled Parliamentary Questions seeking the Ministry's response on recognition of village elders. It is this quest for recognition of village elders that led the Ministry of Interior and National Administration to develop a National Government Administration Policy.

The State Department for Internal Security and National Administration acknowledges the invaluable input and support provided by Government Ministries, Departments and Agencies (MDAs) including State Department for Public Service, Public Service Commissions, KIPPRA, OAG & DOJ, State Department for Public Delivery Management Services (SDPDMS), and Kenya School of Government (KSG).

We extend our special appreciation to the technical committee at the State Department for Internal Security and National administration for guiding on the formulation of this Policy, and development partners- UK Aid and Tetra Tech- for providing technical and financial support.

Finally, I acknowledge and appreciate the invaluable support from Prof. Kithure Kindiki, EGH, Cabinet Secretary, Ministry of Interior and National Administration for his leadership and guidance in the entire process.

DR. RAYMOND V.O OMOLLO, PhD, CBS
PRINCIPAL SECRETARY
INTERNAL SECURITY AND NATIONAL ADMINISTRATION

EXECUTIVE SUMMARY

This policy has been developed by The Ministry of Interior and National Administration to guide the enhancement of service delivery in Kenya through engagement, recognition and facilitation of Village Administrative Elders. The policy derives its mandate from the Constitution of Kenya 2010, in particular, the objectives of devolved system, which are service delivery to the lowest level of administration which is the village. The National Government Coordination Act, Cap. 127 provides for coordination of national government functions at the national and county levels of government. Section 14 of the Act gives the Cabinet Secretary the power to establish the National Government Service Delivery Coordination Units.

The policy seeks to provide a framework for the recognition and facilitation of the village administrative elders for efficient service delivery. The policy intents to streamline their activities, through formal engagement, recognition and facilitation thus enabling them to play an active role in village administration.

This policy builds on the existing frameworks, more so recognizing the principles of good governance including; public participation and consultation; Transparency and accountability; promotion of peace and security; Cultural inclusivity and Respect for human dignity in undertaking village administrative functions.

This policy document is divided into various chapters:

Chapter 1 describes the background to village administration in Kenya and outlines the role played by the Village Administrative Elders in the precolonial and postcolonial times. It also underscores the importance of service delivery at the lowest unit, provides for the scope, policy objectives and rationale for the policy.

Chapter 2 presents a situational analysis of the importance of Village Administrative Elders, offers insights to village administration at the global, regional and national levels and highlights the challenges experienced in village administration. This chapter also delves into an in-depth review of the legal and policy framework, as well as revealing gaps between policy and practice.

Chapter 3 provides for the policy statements on strategies, interventions and measures to be taken aimed at operationalization of the Village Administration in Kenya for enhanced service delivery.

Chapter 4 sets out the implementation framework and identifies the various stakeholders and their roles in the implementation of the policy. It also highlights resource mobilization strategies that will be put in place to enable effective implementation of the policy.

Chapter 5 discusses monitoring and evaluation of the implementation of this policy, as well as communication and reporting frameworks. It also provides for the review of the policy on need basis.

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CHAPTER ONE: INTRODUCTION

BACKGROUND INFORMATION

The Constitution of Kenya under Article 6(3) states "*A national State organ shall ensure reasonable access to its services in all parts of the Republic, so far as it is appropriate to do so having regard to the nature of the service*". This Article provides for reasonable decentralization of services to ensure that government services are easily accessible by the public. In order to ensure fulfillment of this constitutional provision, the National Government has established Village Units in all Sub-Locations in Kenya. The Villages serves as the last mile service delivery points.

The National Government Coordination Act, Cap. 127 establishes an administrative and institutional framework for co-ordination of national government functions at the national and county levels of government. The object of this Act is to facilitate the exercise of executive authority pursuant to the Constitution, provide for the effective co-ordination and administration of the national government functions prescribed in the Constitution, this Act or any other written law, and provide for the establishment of an administrative and institutional framework at the national, county and decentralized units to ensure access to national government services in all parts of the Republic. Section 14 (1) and 15 (2)(f) provides for creation of any other service delivery unit, which may include a Village Administrative Unit. The Act therefore forms an anchorage of the National Government Village Administrative units and Village Administration.

Village Administration is an important component of Kenya's national government administration. The village units have been in existence since pre-colonial period and various communities have referred the village elders by various names; For example, among the Luhya community, they are called *likuru or Mukasa*; *"Athuri a ituura"* among the Kikuyu, *"Jodong' gweng' "* among the Luo, *"Boiyob Kokwet"* among the Kalenjin, *"Atumia ma Ndua "* among the Kamba, *"Omutureti"* among the Kisii, *"Wazee wa Kijiji"* by the Swahili, *'Ng'ikaskou Ng'adakarin'* among the Turkana, *'Duqa tuulada'* among the Somali, *'Mghosi wa Lughongo'* among the Taita or *'Olpayian Lemurua'* among the Maasai. Their roles included maintenance of law and order, resolution of disputes pertaining to land, pasture, family, inheritance, conflicts; cultural issues, collection of taxes, mobilization of

communities and resources for development project through "*Harambee*". The village Elders acted as key link between the formal government structures and the public.

Rationale of the Policy

The rationale for this Policy is to recognize Village Administrative Units and to provide frameworks for engagement of Village Administrative Elders, to enable them play an active role in village administration. This will be achieved by providing a platform for the community to address issues and participate in decision-making; promoting access by communities to basic services; empowering communities to manage their own affairs, fostering a sense of ownership and responsibility; promoting effective conflict resolution and social cohesion; promoting cultural recognition, preservation of indigenous knowledge, practices and heritage.

Policy Scope.

The policy will apply specifically to National Government, state and non-state actors and will be anchored on various policy and programmatic interventions addressing the issues that are within the context of village administrative elders.

General Objective of the Policy

The general objective of the policy is to provide framework for the recognition and facilitation of the Village Administrative Elders for efficient service delivery.

Specific Objectives of the Policy

This Policy seeks to:

i. Provide a framework for recognition of Village Administrative Units;
ii. Provide facilitation of the Village Administrative Elders;
iii. Establish a criterion for mapping and operationalizing Village Administrative Units;
iv. Set out the roles and responsibilities of the Village Administrative Elders;
v. Outline the channels of oversight and reporting; and
vi. Provide mechanisms for capacity building of Village Administrative Elders;

Policy Guiding Principles

Implementation of this Policy will be guided by the following key principles:

i. Public Participation and consultation;
ii. Transparency and accountability;
iii. promotion of peace and security;
iv. Respect for human dignity;

v. Cultural inclusivity;

Policy formulation Process.

The formulation of the policy was done through a consultative and participatory process. The process commenced in 2017 with the engagement key actors including Parliament, Office of the Head of Public Service, the Ministry of Interior and National Administration, Salaries and Remuneration Commission (SRC), Public Service Commission (PSC) and National Treasury.

In 2024, the Ministry of Interior and National Administration scaled-up the policy development process through consultative forums for key stakeholders including Parliament, SRC, PSC, Office of the Attorney General and Department of Justice, State Department for Public Service, State Department for Performance Delivery Management, Kenya Institute for Public Policy Research and Analysis (KIPPRA) among others.

Village Administrative Elders play a pivotal role in public governance in Kenya at the grassroot level, they are the leaders closest to the people in terms of enhancing service delivery. In Kenya, the government has embraced citizens' involvement in the decision-making process to increase the efficacy of regulation and improvement of public service delivery. Furthermore, volunteering is one of the ways that community members contribute to good governance, participate in government planning and decentralization of government services.

There are various legislative frameworks that reinforce the work of Village Administrative Elders. A discussion of these frameworks is provided in this section.

Policy and Legal framework

a) International Legal Framework

Generally, there is no single international legal framework for village administration, as village governance structures vary significantly from country to country, often reflecting the unique historical, cultural and political context of each nation. However, there are several international agreements and conventions that promote the principles of decentralization, local self-governance and community participation, which can influence village administration.

United Nations Sustainable Development Goals

The United Nations Sustainable Development Goals (SDGs), under Goal 16 aim to "Promote peaceful and inclusive societies for sustainable development, provide access to justice for all, and build effective, accountable, and inclusive institutions at all levels."

b) Regional Legal Framework

The Constitutive Act of the African Union

This Act promotes democratic principles and institutions, popular participation and good governance, peace, security and development. The act also seeks to promote sustainable development at the economic, social and cultural levels. Further, it protects human and people's rights, consolidates democratic institutions and culture and ensures good governance and the rule of law.

African Charter on the Values and Principles of Decentralization, Local Governance and Local Development

Kenya, as a member of the African union is mandated to enact domestic laws and regulations recognizing different levels of government, with a mandate to exercise their competencies, through clearly defined regulatory mechanisms.

The Treaty for the Establishment of the East African Community

The Treaty for the establishment of the East African Community promotes good governance, accountability, economic justice and popular participation of the people in development.

East Africa Community Protocol on Peace and Security.

The Protocol obligates the Partner States to protect the people and safeguard the development of the Community against instability arising from the breakdown of law and order, intra-and inter-state conflicts and aggression, co-ordinate and co-operate in matters related to peace and security in the Community, prevent, contain and peacefully resolve conflicts and disputes, observe and encourage the implementation of the United Nations, African Union and other international conventions and treaties on arms control, disarmament and peaceful relations between Partner States.

c) National Legal Framework

The Constitution of Kenya

Article 6(3) stipulates "*A national State organ shall ensure reasonable access to its services in all parts of the Republic, so far as it is appropriate to do so having regard to the nature of the service*". This Article provides for decentralization of services to the people. Article 10 of the Constitution stipulates that the national values and principles of governance include participation of the people, inclusiveness, good governance and sustainable development, among others.

The National Government Coordination Act, Cap. 127

The Act establishes an administrative and institutional framework for the coordination of national government functions at the national and county levels of governance. Section 5 of the Act obligates the National Government to ensure reasonable access to its services in all parts of the Republic. Section 14 of the Act gives the Cabinet Secretary the power to establish the National Government Service Delivery Coordination Units.

Kenyan Vision 2030

The development blue print envisions the decentralization of services and Kenya as a democratic political system that is issue based, people-centred, result-oriented and accountable to the public. The vision also aims at improving the quality of life for all Kenyans by targeting a cross-section of human and social welfare programmes.

Bottom-up Economic Transformation Agenda (BETA)

BETA seeks to enhance service delivery and the quality of life at the community level.

The Community Policing Policy

The policy promotes collaboration between the community and the police in the prevention and detection of crime. The village elders will act as a bridge between the community and policing agencies.

Policy Gaps

In light of the policy and legal framework, there are various gaps the policy seeks to address. These include;

i. Lack of formal recognition of Village Administrative Units;
ii. Lack of recognition of Village Administrative Elders;
iii. Lack of clear mapping of the Village Administrative Units;
iv. Lack of a formal database of the Village Administrative Units;
v. Non-existence of criteria for the selection and exit of Village Administrative Elders;
vi. Unclear roles and responsibilities of Village Administrative Elders;
vii. Lack of a framework for facilitation of Village Administrative Elders;
viii. Inexistent mechanisms for capacity building of Village Administrative Elders with requisite knowledge and skills;
ix. Lack of clear channels for oversight and reporting.

CHAPTER THREE: POLICY STATEMENT

This Chapter outlines the commitment of the Ministry of Interior and National Administration to enhance service delivery and the Policy Direction necessary for the effective and efficient implementation of this Policy. The policy statements articulated in the policy aim at addressing the identified policy gaps.

Policy Statement 1:

Recognition of the village administrative units as the lowest units of National Government Administration. This recognition aims to enhance provision of efficient and effective service delivery to the people. The following interventions will be carried out in the recognition of the Village Administrative Units;

i. Mapping of Village Administrative Units
ii. Undertake continuous public participation
iii. Create public awareness of the Village Administrative Units and the role of Village Administrative Elders in national development
iv. Gazettement of the Village Administrative Units
v. Operationalization of the Village Administrative Units
vi. Establishment of a database of Village Administrative Units
vii. Continuous review of the Village Administrative Units.

Policy Statement 2:

Recognition/Determination of a village Administrative elder. Village Administrative Elders play a critical role in Village Administration. They form the first line of contact between the community and agencies of government. In order to ensure standardization in the recognition of the Village Administrative Elders, the following basic eligibility criteria will apply:

i. Recognition through public participation/consensus
ii. Equity and equality
iii. Must be a citizen of Kenya of sound mind;
iv. Aged 45 years and above and respectable person, who is a resident in the respective Village Administrative Unit;
v. Knowledgeable about the Village Unit, culture and residents;

vi. In an urban set up, the Village Administrative Elder must be a resident of the respective Village Administrative Unit for a continuous period of not less than five years prior to the recognition date;

vii. Meets the requirements of Chapter Six of the Constitution;

viii. A visionary person with outstanding charisma and community standing;

Policy Statement 3:

Roles and responsibility of Village Administrative Elders. The Ministry of interior and National administration outlines the roles and responsibilities of Village Administrative Elders as:

i. Administer the Village where they reside;

ii. Document and maintain a village incidents' register;

iii. Ensure security and welfare of the village in collaboration with other actors;

iv. Participate in settlement of civil disputes at the village level through ADR;

v. Provide intelligence and early warning information through the Assistant chief;

vi. Ensure participation of the members of the Village Unit in governance;

vii. Participate in peace and security matters pertaining to the respective Village Unit;

viii. Provide liaison between the community and the National Government through the Assistant chief;

ix. Promote inter-governmental relations and cordial working relations with Village Administrators;

x. Be apolitical in discharging their duties; and

xi. Any other lawful assignments as may be tasked by the Assistant Chief.

Policy Statement 4:

Oversight of the Village Administrative Elders. Ministry of Interior and National Administration will establish clear lines of reporting. In this regard, therefore:

i. Every Village Administrative Elder will be oversighted by the respective Assistant Chief.

ii. The Village Administrative Elder will report to the respective Assistant Chief on all matters related administration of the Village Unit.

Policy Statement 5:

Promotion of Inter-Governmental Relations. The Ministry of interior and national administration will:

i. Ensure collaboration and consultation with the Council of Governors and County Governments in implementation of this Policy;
ii. Promote cordial working relationship between Village Administrative Elders and Village Administrators employed under the County Governments;
iii. Sustain information exchange between Village Administrators and Village Administrative Elders;
iv. Facilitate collaboration, consultation and cooperation between Village Administrators and Village Administrative Elders in the exercise of their respective roles and responsibilities;
v. Ensure seamless service delivery to the public; and
vi. promote amicable resolution of inter-governmental disputes that may arise.

Policy Statement 6:

Facilitation for Village Administrative Elders. In cognition of the important role played by the village administrative elders at the lowest unit of administration, Ministry of interior and National Administration will:

i. Engage relevant State and Non-state actors in developing a framework for their facilitation;
ii. Provide facilitation to Village Administrative Elders in discharge of their duties;
iii. Establish suitable modalities for effecting the facilitation to the Village Administrative Elders; and
iv. Maintain a database of Village Administrative Elders for purposes of their facilitation;

Policy Statement 7:

Capacity building of Village Administrative Elders. In inculcating knowledge, skills and right attitudes of the village administrative elders, The Ministry of Interior and National Administration will:

i. Implement suitable capacity building programmes for Village Administrative Elders;
ii. Continuously sensitize Village Administrative Elders on relevant government policies, initiatives, projects and programmes; and
iii. Carry out in-house capacity building on the roles and responsibilities of Village Administrative Elders.

Policy Statement 8:

Tenure of Service for Village Administrative Elders. In order to ensure standardization in the tenure of service for Village Administrative Elders, the Ministry will:

i. Promote public participation and consensus building in regard to the tenure of service of Village Administrative Elders; and
ii. Work closely with the community to address any challenge involving a Village Administrative Elder who contravenes Chapter 6 of the Constitution of Kenya, loses public trust or due to incapacity to discharge duties.

Policy Statement 9:

Exit of Village Administrative Elders from service. The Ministry will, in consultation with the respective residents of a village cause the exit of Village Administrative Elder in accordance with following criteria:

i. Voluntarily exits service;
ii. Removal from service due to Loss of public trust and confidence;
iii. Contravenes of Chapter Six of the Constitution;
iv. Suffers mental impairment;
v. Permanent relocation from the Village; and
vi. Death

CHAPTER FOUR: IMPLEMENTATION FRAMEWORK

This Chapter provides co-ordination and administration mechanisms for implementation of this policy. It highlights institutional, legal and regulatory reforms that must be undertaken for successful implementation of the policy.

Institutional Anchorage of the Policy

This policy will be domiciled under the State Department for Internal Security and National Administration within the Ministry of Interior and National Administration. The policy will be implemented through the existing National Government Administration structure adopting a multi-sectoral approach cutting across both the state and non-state actors at all levels.

The table below specifies the key institutions identified in the different sectors and their specific roles.

S/No.	Institution/ organization	Specific roles
1.	State Department for Internal Security and National Administration	• Map out Village Administrative Units; • Establish and maintain a database of Village Administrative Units; • Maintain a database of Village Administrative Elders for purposes of their facilitation; • Gazette Village Administrative Units as service delivery units; • Formally recognize Village Administrative Elders; • Facilitation of Village Administrative Elders; • Sensitize the Village Administrative Elders on their roles and responsibilities; • Conduct capacity building for village administrative elders; • Promote collaboration, co-operation and consultation with the Council of Governors and County Governments in implementation of this Policy; • Provide channels for oversight and reporting

		• Conduct regular M & E exercises
2.	State Department for Public Service	Advisory on Policy impact on service delivery
3.	Office of the Attorney General	Legal advisory and drafting of enabling legislation
4.	Salaries and Remuneration Commission	Advisory on Village administration facilitation for village administration
5.	The National Treasury	Allocation of approved funds for village administration
6.	Public Service Commission	Advisory on village administration facilitation
7.	National Assembly	Approval of policy and bills supporting national government administration.
8.	Community	Identification of Village Administrative Elders through public participation Hold the Village Administrative Elders accountable
9.	Non-state Actors/Development Partners	Logistical and financial support the ensure the successful operationalization, capacity building of village elders, and M&E of the policy
10.	Media	Awareness Creation and dissemination of information

Resource Mobilization

Implementation of this policy will require adequate financial, human and technical resources. Resources will be mobilized from the National Treasury and Development Partners.

The resource mobilization strategies include:

i. Budgetary allocation from the National Treasury;

ii. Partnerships through bilateral agreements and support by other international development and grants agencies; and

iii. Partnerships with Faith-Based-Organizations, Civil Society Organizations, private sector institutions and other funding agencies for specific projects.

CHAPTER FIVE: MONITORING, EVALUATION AND REPORTING

The Policy represents a crucial commitment by the government to engage Village Administrative Elders. This policy addresses a wide range of social, cultural and economic issues regarding the engagement of village elders. However, the implementation and impact of this policy will hinge on robust and systematic monitoring, evaluation and reporting processes.

Monitoring, evaluation and reporting are the pillars of accountability, transparency and review of national policies. These processes ensure that the policy targets are met, resources are prudently used.

Monitoring

Monitoring will involve a systematic collection of data and information about the implementation of the National Government Village Administration Policy. It will focus on tracking progress, identifying any emerging issues and assessing implementation of identified activities.

Evaluation

Evaluation will be undertaken to assess the overall impact and effectiveness of the National Government Village Administration Policy. Evaluation of the policy will be a continues exercise.

Reporting and Feedback

Communication to various stakeholders, including the public, government officials, and relevant agencies will be done through the reports developed on the progress of the implementation of the Policy. There will be quarterly reports detailing the activities implemented as prescribed in the policy.

Review of the Policy

The policy will be reviewed as the need arises to address and accommodate any emerging issues within governance and security in the community.

THE PUBLIC PARTICIPATION BILL, 2024

ARRANGEMENT OF CLAUSES

Clause

PART I—PRELIMINARY

1—Short title

2—Interpretation

3—Application

4—Objects of this Act

PART II—INSTITUTIONAL ARRANGEMENTS

5—Policy directions

6—Registrar of Public Participation

7—Functions of the Registrar

8—Delegation by the Registrar

PART III—CONDUCT OF PUBLIC PARTICIPATION

9—Public participation plans

10—Publication of proposals and notices and, receipt of public views

11—Public participation reports

PART IV—MISCELLANEOUS PROVISIONS

12—Rights of a member of public or stakeholder

13—Dispute resolution

14—Sanctions

15—Regulations

Schedule – Public Notice

THE PUBLIC PARTICIPATION BILL, 2024

A Bill for

AN ACT of Parliament to provide for the conduct of public participation; and for connected purposes

ENACTED by the Parliament of Kenya, as follows—

PART I—PRELIMINARY

Short title

1. This Act may be cited as the Public Participation Act, 2024.

Interpretation.

2. In this Act, unless the context otherwise requires—

"Cabinet Secretary" means the Cabinet Secretary responsible for matters relating to public participation;

"responsible authority" includes a department or agency of the national government and an authority, body or other entity declared to be a national government entity under section 4(1) of the Public Finance Management Act, 2012, andConstitutional Commissions and Independent Offices.

No. 18 of 2012.

Application.

3. (1) This Act shall apply to responsible authorities.

(2) Each responsible authority shall comply with the provisions of this Act when it—

(a) formulates or reviews a public policy;

(b) formulates a legislative proposal;

(c) formulates a statutory instrument; or

(d) initiates a government programme or project.

Objects of this Act.

4. The objects of this Act shall be to—

(a) ensure timely public access to information in a language and format that is easy to understand;

(b) enhance effective public participation in planning, budgeting and implementation of Government plans and budgets;

(c) ensure effective participation of children, women, youth, persons living with disability,

older persons, minorities and marginalized groups in governance;

(d) establish monitoring, evaluation and learning systems in respect of public participation; and

(e) institutionalize responsive, functional and timely feedback, reporting and dispute resolution mechanisms.

PART II—INSTITUTIONAL ARRANGEMENTS

Policy directions.

5. The Cabinet Secretary shall—

(a) provide the general policy direction on public participation; and

(b) shall publish an annual report on the status of public participation under this Act.

Registrar of Public Participation.

6. (1) There is established the office of the Registrar of Public Participation which shall be an office in the public service.

(2) The Registrar shall be competitively recruited and appointed by the Cabinet Secretary.

Functions of the Registrar.

7. (1) The Registrar shall—

(a) receive and approve public participation plans of responsible authorities;

(b) maintain a register of—

(i) public participation plans; and

(ii) public participation reports;

(c) develop and implement a public participation monitoring, evaluation, assessment and learning framework;

(d) submit to the Cabinet Secretary reports on the status of public participation;

(e) maintain a website of public participation reports;

(f) recommend to responsible authorities measures to be taken to ensure compliance with this Act;

(g) conduct capacity building for responsible authorities; and

(h) perform such other functions as may be provided for under this Act or any other written legislation.

(2) The Public Service Commission, in consultation with the Cabinet Secretary Secretary, shall deploy such public officers or other staff as may be necessary for the proper discharge of functions of the Registrar on such terms of service as the Public Service Commission may, in consultation with the Salaries and Remuneration Commission, determine.

Delegation by the Registrar.

8. (1) The Registrar may, in writing, delegate to an officer or staff deployed under section 7(2) the performance of any function or exercise of any power conferred on the Registrar by this Act or any other written law.

(2) A delegation under subsection (1)—

(a) shall be subject to any conditions the Registrar may impose;

(b) shall not relieve the Registrar of responsibility concerning the exercise of the delegated function or exercise of the delegated power; and

(c) may be withdrawn or varied by the Registrar at any time.

PART III—CONDUCT OF PUBLIC PARTICIPATION

Public participation plans.

9. (1) Where a responsible authority proposes a public participation exercise, the accounting officer of that responsible authority shall submit a public participation plan to the Registrar.

(2) The public participation plan submitted under subsection (1) shall, in the case of a legislative proposal, statutory instrument, policy, programme or project, include—

(a) a copy of the proposal;

(b) a summary of the information contained in the proposal;

(c) a stakeholder analysis of the persons likely to be interested or affected by the proposal;

(d) proof of funds for the public participation exercise; and

(e) a notice of the public participation exercise which shall specify —

(i) the objects of the proposal;

(ii) a description of how the responsible authority shall provide interested or affected persons with an opportunity to present views;

(iii) the period within which views on the proposal may be submitted, which shall be at least twenty-one days from the date of the notice; and

(iv) information on where and how the proposal may be accessed by the public.

(3) The notice under subsection (2)(e) shall be in the form set out in the Schedule.

Publication of proposals and notices and, receipt of public views.

10. The accounting officer of a responsible authority shall—

(a) ensure that each proposal and summary of information submitted under section 9 are publicly available in a format that can be easily accessed;

(b) publicise the notice in a newspaper with nationwide circulation, on the responsible authority's website, and in any other electronic or print medium;

(c) provide a mechanism for receiving submissions in respect of the proposals from the public; and

(d) use media and venues that are accessible to persons living with disabilities where public meetings are held in respect of the proposals.

Public participation reports.

11. (1) Within seven days after the completion of a public participation exercise, the accounting officer of a responsible authority shall prepare and submit to the Registrar a report of the exercise.

(2) The report submitted under subsection (1) shall set out—

(a) the persons who are interested in or are likely to be affected by the proposal;

(b) in any case where public meetings were held in respect of the proposal, names of the persons who attended the meetings and signed attendance registers containing any such information;

(c) a description of the mechanism for receiving submissions in respect of the proposal from the public including the language of communication;

(d) the time allocated for the public to make submissions in respect of the proposal;

(e) an explanation that of how the responsible authority considered the socioeconomic circumstances, religious beliefs, ethnicity and knowledge levels of the persons interested in or likely to be affected by the proposal;

(f) the manner by which the responsible authority considered the submissions of the persons interested in or likely to be affected by the proposal; and

(g) the manner by which the responsible authority ensured inclusivity including demonstrating access and understanding of the public participation exercise by persons living with disability.

(3) Where the Registrar is satisfied that the public participation exercise was conducted in accordance with this Act, the Registrar shall issue a certificate of compliance.

PART IV—MISCELLANEOUS PROVISIONS

Rights of a member of public or stakeholder.

12. Where a person interested in or likely to be affected by a proposal elects to attend a public meeting at which the proposal is considered, that person shall have the right to—

(a) make submissions orally or in writing to the relevant responsible authority;

(b) be accorded adequate time to make his or her submissions; and

(c) make submissions without interruption, intimidation, coercion or undue influence by—

(i) an officer of the responsible authority; or

(ii) any other person attending the public meeting.

Dispute resolution.

13. (1) Where a a person interested in or likely to be affected by a proposal claims that the provisions of section 12 have been contravened by an officer of the responsible authority or any other person in respect of the consideration of a proposal, that person may lodge a complaint with the Registrar.

(2) A complaint lodged under subsection (1) may be made in writing or orally but any complaint made orally shall be reduced into writing by the Registrar or a person authorized in that regard by the Registrar as soon as practicable.

(3) A complaint lodged under subsection (1) shall—

(a) be in writing;

(b) be in English or Kiswahili;

(c) be written in respectful, decorous and temperate language

(d) be addressed to the Registrar;

(e) indicate whether any effort has been made to have the matter addressed by the responsible authority and whether there has been any response from that responsible authority or whether the response has been unsatisfactory;

(f) indicate whether the issue in respect of which the complaint has been made is pending before any court of law or other constitutional or legal body;

(g) conclude with a clear, proper and respectful prayer in regard to the matter to which it relates;

(h) contain the name, address, identification number, signature or a thumb impression of the person

making the complaint or every person, where there is more than one person;

(i) be signed by the person or, if the person is unable to sign, by a witness in whose presence the person shall make his or her mark on the complaint.

(4) The Registrar shall, within seven days after receipt of the complaint, review the complaint to ascertain whether it complies with the requirements of this Act.

(5) Where the Registrar determines that the complaint does not comply with the requirements of this Act, the Registrar may give such directions as may be necessary to ensure that the complaint is revised or amended to comply with the requirements of this Act.

(6) The Registrar shall, if satisfied that the complaint meets the requirements of this Act, and is within the mandate of the Registrar, liaise with the responsible authority to ensure that the issues set out in the complaint are resolved.

(7) The Registrar shall notify in writing the complainant of the decision in respect of the complaint.

(8) The Registrar shall keep and maintain a register in which shall be recorded all complaints, supporting documents, and decisions thereto.

(9) The register of complaints under subsection (8) shall be accessible to the public during normal working hours.

Sanctions.

14. Where the Registrar determines that an accounting officer has contravened the provisions of this Act, the Registrar may recommend the initiation of disciplinary proceedings against that accounting officer including surcharge where public funds have been wasted

Regulations.

15. The Cabinet Secretary, in consultation with the Registrar, may make Regulations for the better carrying out of the provisions of this Act.

SCHEDULE

[section 9(3)]

PUBLIC NOTICE

PUBLIC PARTICIPATION AND REQUEST FOR COMMENTS ON THE (NAME OF LEGISLATIVE PROPOSAL, PROPOSED STATUTORY INSTRUMENT, PROPOSED POLICY OR PROPOSED PROGRAMME OR PROPOSED PROJECT)

PURSUANT to section 9 of the Public Participation Act, the (Responsible Authority) hereby notifies the general public that the (Responsible Authority) has developed the (a legislative proposal, proposed statutory instrument, proposed policy or proposed programme or proposed project (hereinafter referred to as "Proposed **********").

The main objective of the proposed ********** is to **********. Specifically, the proposed ********** seeks to —

(a)

(b)

(c)

(d)

(e)

This is to request the public and all persons likely to be interested or affected by the proposed ********** to submit written comments on the proposed ********** so as to reach the undersigned not later than twenty-one (21) days from the date of publication of this notice.

The proposed **********are available on the responsible authority's website: (www.) The proposed ********** are also available on request at the responsible authority offices at **********, during working hours.

Any person with comments on the proposed **********is welcome to make their comments by way of email to the responsible authority email address or submission of a written memorandum within the specified period to the nearest responsible authority offices.

Due to the prevailing global health concerns, we are encouraging members of the public to submit their comments through the above email address or through written submissions or memorandum.

Any stakeholder who would prefer a virtual interaction on the subject matter should notify the responsible authority through email in order for the responsible authority to prepare for such meetings. The virtual meetings will

be scheduled as a public forum between … and …. 20** starting from 9.00 a.m. to 5.00 p.m. to discuss the proposed ********** and comments received.

Please send your written comments to:

The Principal Secretary
Responsible Authority
NAIROBI

or

Chief Executive Officer
Responsible Authority

RESPONSIBLE AUTHORITY

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wedia PK

PETITION BY:

WESTERN DEVELOPMENT INTIATIVE ASSOCIATION

ON:

THE IMPEACHMENT OF DEPUTY PRESIDENT OF THE REPUBLIC OF KENYA H.E RIGATHI GACHAGUA

TO:

THE CLERK OF THE NATIONAL ASSEMBLY OF KENYA

CONTACT:

Head Office, BuruBuru, Eprene Square Building, 2nd Floor
P. O Box 78472-00507 Nairobi – Kenya
Cell: +254-722-126-860 / +254-722-693-109
Email: wediakenya@gmail.com



DATE: October 4, 2024.

ABOUT US

The Western Development Initiative Association- WEDIA, which draws its membership from the people of Western Region, is a non-political organization and duly registered. The organization has been in the forefront of agitating for the well-being of sugarcane farmers since 2011 when it started by raising alarm over the attempted sale of 843 acres of Nasewa land in Busia County by former Mumias Sugar MD Dr. Evans Kidero. In 2013, the organization successfully petitioned the National Assembly over the imminent collapse of the sugar industry in Western Region where the famous report dubbed, 'Crisis Facing the Sugar Industry in Kenya was prepared and later adopted.

PREAMBLE.

The above-mentioned subject which began as an isolated regional matter has now morphed out a mountainous national problem one of whose consequences is today's public participation on the same as demanded by the Constitution and the laws of the land.

Therefore, on behalf of the WEDIA and our members, we the undersigned wish to clearly state our stand on the matter as part of the country's public participation as follows.

BACKGROUND.

That President William Ruto during his second tenure found himself in exactly or worse position during his second term in office under his boss retired President Uhuru Muigai Kenyatta who accused him of failing to do his job as required by law but engaging constantly persistently in early 2022 general elections campaigns despite his (President Kenyatta's) warnings against such move.

That as a matter-of-fact President Ruto was perceived to have ignored his boss' warnings leading to a complete total fallout as Ruto soldiered on with his quest for the Presidency as President Kenyatta took a different direction and even labeling the Deputy President as a rebel.

That one of the commitments President Ruto made personally to his Deputy Rigathi Gachagua, his wife and family and the Kenyan public was that he will never expose his Deputy to what he was exposed to by his predecessor.

That hardly two years down the road after being sworn into office the kind of dramatic theatrics that the country is being exposed to is of total valuelessness considering the colossal economic and financial challenges the ordinary Kenyans are facing. And who is paying the hard cash for the impeachment of Gachagua? – it is the same hard pressed ordinary Kenyans.

THE CRUX OF THE MATTER

There are more than ten points listed in the petition filed in the National Assembly and signed by 291 Members of Parliament to impeach the Deputy Preside. Topping that list is that Gachagua threatened his boss President Ruto, Involvement in multibillion shillings corruption, abuse of

office, Sponsoring the violent and deadly GenZ demonstrations, threatening, intimidating and publicly condemning state officers, promotion of tribalism (Not acting as a national state official), opposing and or undermining cabinet decisions.

THE PROBLEM

That the biggest problem is the way in which most of the country's sitting Members of Parliament have conducted the entire impeachment process right from the start to the level where it is awaiting debate and Senate involvement – it is suspect and clearly being orchestrated, choreographed and executed by hidden forces with the legislators acting as pawns.

That where is the hard tangible evidence complete with witnesses to show that Mr. Gachagua threatened his boss – the President of the Republic of Kenya?

That where is the hard tangible evidence hard and electronic and complete with indisputable reputable witnesses amassed by the Ethics and Anti-Corruption Commission, the Directorate of Criminal Investigations, the National Intelligence Service (Even if Gachagua attacked his boss publicly on television) and other government investigative agencies.

That on the question of tribalism why are the same legislators conveniently forgetting that when Ruto fell-out with retired president Kenyatta, he retreated to persistent, endless rallies, and functions particularly in his Rift Valley home base and particularly the Kalenjin community.

That why should it now be a tribal matter dividing the country on ethnic lines when his Deputy Gachagua retreats to his Mt. Kenya communities to cry wolf and seek their support?

That indeed like Ruto, Gachagua has his own weaknesses for which Ruto was not vilified through impeachment instead of waiting until the end of their five-year term, then jettison the man from Mathira as Deputy for another brand-new running mate to take that mantle.

That as a matter of fact there are just too many urgent critical issues facing the country, for the nation to be exposed to such time and money wasting drama like the impeachment of the Deputy President, he has his own weaknesses and its their business with President Ruto to sort out and not to expose the nation to their un-washed linen.

That some of the issues that we must be grappling with and decisively dealing with are led by the multi-billion shillings Adani corruption saga, the cancerous ailments plaguing the education, health and the entire public service sectors, the strangulating debts incurred by the national government, strangulating high cost of living and an extremely cash circulation starved economy, the ailing sugar industry, the endless strangulating corruption right from the national to the county governments.

The indeed some of the allegation's state that the DP funded GenZs protests across the Country but it is in the public domain that the President did accuse the Ford Foundation as having been behind the funding of protests- so why the contradiction?

Crowned to that the international community including Kenya only recently saw the President and the Ford Foundation Boss Darren Walker meeting on the sidelines at the United Nation Assembly

in New York where Walker apologized and promised to be careful in the manner his organization will be giving out funds in future in order to avoid the funds landing in the wrong hands.

That it is an open secret that most of those MPs leading the Gachagua impeachment are equally dirty hence they have no moral authority to push for the ouster of the Deputy President as most of them have pending graft and even murder cases in court.

That this is reason enough that the President must not allow himself to be dragged into a war of witch hunt. Those pushing for the DPs ouster have clearly demonstrated that they are enemies of progress because by doing this they only want to cause instability in the Country and feed their selfish interests.

WAY FORWARD

The President should summon his Deputy for a two-man meeting and iron out their differences without necessarily involving the whole Country. However, the Deputy President must also cease preaching the gospel of Mt. Kenya every time he takes to the podium as this seems to be dividing the Country but instead just like the President he should be seen as a unifying figure. The President on the hand must also ask his troops to respect the Deputy President and the Deputy President too must show maximum respect and loyalty to his Boss for the sake of our beloved Country Kenya.

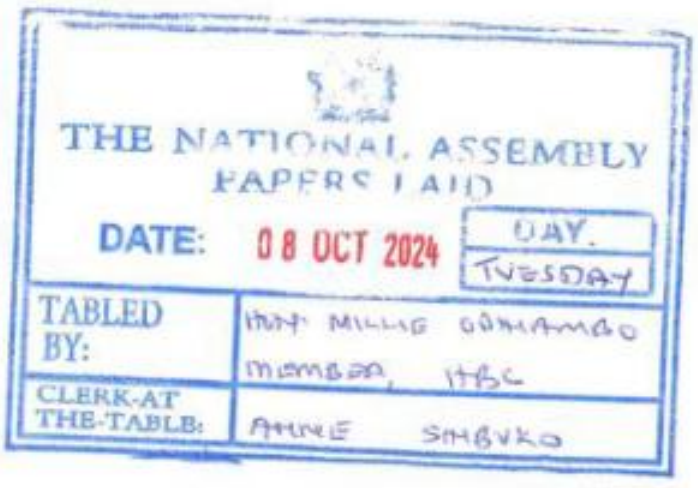
SIGNED:

MR. JOSEPH BARASA,
CHAIRMAN-WEDIA.
TEL: 0722126860.

MR. AGGREY OKUNYANYI,
SECRETARY GENERAL-WEDIA.
TEL: 0722693109.

ANNEXURE 8:

COMMUNICATION FROM THE CHAIR (NO. 049 OF 2024) ON THE MOTION FOR THE REMOVAL FROM OFFICE, BY IMPEACHMENT, OF H.E. RIGATHI GACHAGUA, EGH, THE DEPUTY PRESIDENT OF THE REPUBLIC OF KENYA



REPUBLIC OF KENYA

THIRTEENTH PARLIAMENT - (THIRD SESSION)
THE NATIONAL ASSEMBLY

COMMUNICATION FROM THE CHAIR

(No. 049 of 2024)

ON

THE MOTION FOR THE REMOVAL FROM OFFICE, BY IMPEACHMENT, OF H.E. RIGATHI GACHAGUA, EGH, AS THE DEPUTY PRESIDENT OF THE REPUBLIC OF KENYA

Honourable Members,

1. As you will recall, on Tuesday, 1st October 2024, the Member for Kibwezi West Constituency, the **Hon. Eckomas Mwengi Mutuse, MP,** gave notice of a Special Motion seeking a resolution of the House for the removal from office, by impeachment, of **H.E. Rigathi Gachagua, EGH, as the Deputy President of the Republic of Kenya**. Thereafter, upon consideration of the Notice, the House Business Committee, at its sitting of the same day, resolved, *inter alia*—

(a) **THAT,** the sitting of Thursday, 3rd October, 2024 be suspended;

(b) **THAT**, in the intervening period, the Clerk of the National Assembly collects and collates public views on the proposed impeachment on Friday, 4th October 2024;

(c) **THAT**, a Procedural Motion be moved to provide for the speaking time during debate on the Special Motion; and

(d) **THAT,** consideration of the Special Motion be undertaken today, Tuesday, 8th October 2024.

2. **Honourable Members,** As you are aware, public participation sessions were held on 4th and 5th October 2024 in all Constituencies. I also note that the public participation exercise, which commenced on 2nd October, 2024 with the invite to members of the public to submit views, included the collection of physical and electronic views, some of which were submitted by Kenyans in the Diaspora.

3. Whereas the earlier directive by the House Business Committee had intended to centrally collect views from all constituencies at identified locations in each county, in keeping with the orders of the High Court sitting at Kerugoya dated 4th October 2024, the collection of views was extended to 5th October 2024 to include all 290 Constituency Offices and the 47 County Women Representative Offices, being offices under the Parliamentary Service Commission. This additional time and coverage ensured the inclusion of a higher number of respondents from across the country. Notably, this extended time also saw the submission of additional views through hand-delivery to the office of the Clerk as well as through electronic means.

4. **Honourable Members,** on behalf of the House Business Committee and indeed on my own behalf, I wish to appreciate you for your support during the public participation sessions and commend you for your conduct during the exercise. You took a lead in ensuring the public were well informed of the process and refrained from commenting on the merits or otherwise of the Motion, whether in public or on the media. **This is how it is supposed to be.** Contrary to media reports on the general absence of Members in the various venues at which public participation was conducted, I wish to clarify that the absence was in keeping with the requirements of the Standing Orders.

5. Having said that, **Honourable Members,** I wish to inform you that the views collected during the exercise have since been collated and complied into a Report which was noted by the House Business Committee at its meeting held yesterday, 7th October, 2024.

The House Business Committee has designated the Hon. Millie Odhiambo-Mabona, MP, one of its Members, to table the Report on its behalf under Order No. 5. At an appropriate time in the course of today's proceedings, I will allow the Hon. Minority Whip a maximum of fifteen (15) minutes to give an overview of the process undertaken and the contents of the Report.

6. It is expected that as the House debates the Motion, Members will take into consideration the views of the public as expressed between 2nd and 5th October, 2024. I therefore call upon Committees to take a keen interest in the Report and isolate matters that fall under their respective mandates for possible consideration, reporting, and approval by the House.

7. **Honourable Members,** may I remind the House of the resolution on the limitation of time as resolved on Wednesday, 2nd October 2024. The Mover will have a maximum of **sixty (60) minutes** in moving and a maximum of **thirty (30) minutes** to reply. **ALL** other Members will have a maximum of **five (5) minutes** except the Leader of the Majority Party, the Leader of the Minority Party, and the Member seconding the Motion, who will each have a maximum of **ten (10) minutes**. This is in addition to the fifteen (15) minutes allocated to the Minority Whip to highlight the contents of the Report on Public Participation.

8. Honourable Members, Permit me to also remind Members of the provisions of **Part XVI of our Standing Orders on the Rules of Debate** that ought to guide today's proceedings. Notably, Members should strictly restrict their contributions to matters that are relevant to the Motion before the House and note the provisions of Standing Order 91 (*Responsibility for statement of fact*). The Standing Order notes that a Member is solely responsible for the *accuracy of any facts which the Member alleges to be true and may be required to substantiate any such facts instantly.*

9. Additionally, **Hon. Members** will recall that, ordinarily, Standing Order 95 (*Closure of Debate*) and Standing Order 96 (*Adjournment of Debate*) allow a Member to hasten the conclusion of debate on a Motion or delay the conclusion of debate on a Motion, respectively. **However**, these two Standing Orders do not apply with respect to the consideration of a Special Motion such as the one that is before the House today. I will, therefore, not entertain any call for the Mover to reply or any dilatory Motion to be moved until the debate scheduled for today is concluded.

10. **Honourable Members**, I am sure that you are all aware of the *Rules of Natural Justice* which require that no person should be condemned unheard. This rule is embodied in our Standing Order 67(b)(ii) *(Right to be heard),* and pursuant to this Standing Order, I will accord the Deputy President and/or his representatives, that opportunity to be heard at 5.00pm for a maximum period of **two (2) hours.** Thereafter, the Mover will be called upon to reply, following which the House will proceed to vote on the Special Motion.

11. Further to the Communication issued on 1st October, I need not gainsay the need for the House to conduct itself in the most decorous fashion during today's proceedings. For the best use of the time allotted for Members' contribution to the Motion, I urge that each Member be listened to without interruption.

12. **Honourable Members**, As we commence today's proceedings, permit me to note that I am aware that yesterday H.E. Rigathi Gachagua, the Deputy President of the Republic of Kenya held an interview with the local media in which he laid out his defence to the Special Motion before this House. Whereas Standing Order 85 prohibits Members of this House from anticipating debate of a Motion for which notice has been given, the Standing Order, when broadly interpreted, also extends to non-Members, especially persons affected by such Motions.

13. Noting that the Special Motion is scheduled for debate and voting today, I believe that the Deputy President ought to have exercised restraint and refrained from holding the press interview. It is noteworthy that the Deputy President has been given an opportunity to appear before this House to make his response to the Special Motion in accordance with the rules of natural justice. Be that as it may, I will not wear the hat of a judge on this matter. Permit me to put it on record that the conduct was to say the least, abhorrent and unsighted conduct in light of the proceedings scheduled to commence before the House.

14. The House is accordingly guided.

I thank you!

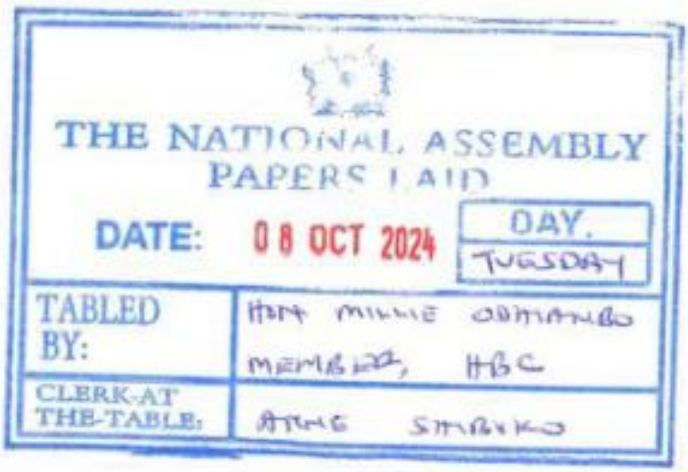
Wetang'ula

THE RT. HON. (DR.) MOSES F.M. WETANG'ULA, EGH, MP
SPEAKER OF THE NATIONAL ASSEMBLY

Tuesday, 8th October 2024

ANNEXURE 9:

COPIES OF NEWSPAPER ADVERTISEMENTS ON THE RESPONSE TO THE SPECIAL MOTION BY HON. MUTUSE ECKOMAS, KIBWEZI WEST CONSTITUENCY FOR THE REMOVAL FROM OFFICE, BY IMPEACHMENT, OF H.E. RIGATHI GACHAGUA, EGH, THE DEPUTY PRESIDENT OF THE REPUBLIC OF KENYA



RESPONSE TO THE SPECIAL MOTION (DATED 26TH SEPTEMBER, 2024) BY HON. MUTUSE ECKOMAS MWENGI, MEMBER OF PARLIAMENT, KIBWEZI WEST CONSTITUENCY, FOR THE REMOVAL FROM OFFICE BY IMPEACHMENT OF HIS EXCELLENCY RIGATHI GACHAGUA, EGH, THE DEPUTY PRESIDENT OF THE REPUBLIC OF KENYA.

The Motion alleges that over the last two years since I assumed office as Deputy President I have acquired property and wealth estimated to be valued at Kshs. 5.2B, which is not commensurate to my earnings over that period. These allegations ignore the fact that I had been active in business before I became Deputy President, and had even been in court for monies held by the previous administration. This accusation also has no supporting valuation or formal documentation to validate the allegations. However below is a breakdown of the properties mentioned, and their current status.

Alleged Ownership Of Olive Garden Hotel.
Olive Garden Hotel belonged to my late brother, the Hon. James Nderitu Gachagua. It was sold as per the instructions of his will. It does not belong to me and has never been my property. Ownership documents at the Business Registration Services will confirm this position.

Alleged Ownership of Vipingo Beach Resort in Kilifi County.
Vipingo Beach Resort also belonged to my late Nderitu Gachagua and is still registered under his Estate. I do not own it. Ownership documents at the Business Registration Services will confirm this position.

Alleged Ownership of Queens Gate Serviced Apartments.
Queens Gate Serviced Apartments also belonged to my late brother and currently belongs to his Estate. This is not my property. However I am a director in the Company by virtue of being an Executor of my late brother's Estate. The other Executors to the Estate of my late brother are also directors. The can be confirmed at the Business Registration Services.

Alleged Ownership of Land Parcel No.Ruguru/ Kiamariga/1223 in Mathira East Constituency. (where I have allegedly constructed helicopter landing facility).
I own the above referenced property which is approximately **5.5 acres** in size on which I have planted napier grass for my dairy cows. I purchased the land in the year 2003 from my farm proceeds. I wish to confirm that there is no helicopter landing facility on this land as alleged on the Motion.

Ownership of 40 acres of land in Kabaari within Gumbeariri in Nyeri County.
I bought this property in 2006 from Hon. Njenga Waitaina, current Member of Parliament for Kieni Constituency.

Ownership of 80 acres of land in Meru County.
I do not own 80 acres in Meru. I own 29 acres in Meru which I bought on or around 9th February, 2024, through a loan granted to me by **Sukkhee Sacco Limited.** The said Sacco has a charge registered against the Title which it continues to hold as security until I fully re-pay the loan.

Alleged Ownership of Dairy farm in Nyandarua County.
I do not have a dairy farm in Nyandarua County.

Allegations of Allegation if exerting influence on officials in the Ministry Of Lands to issue an Allotment Letter to Wamunyinyo Investments Limited, and using of this fraudulently acquired documents in support of a Court case.
Wamunyinyo Investments Limited has never been issued with any Letter of Allotment for land in Embakasi. The letter of allotment was issued to Kesenik Farm Limited in the year 1995 and Wamunyinyo purchased this land in 2012 from Kesenik Farm Limited. The company's ownership of this property has been confirmed by two distinct and separate (independent bodies: National Land Commission in the year 2015 before I became Deputy President; The High Court in ELC Case no. 674Z OF 2022 which was filed before I became Deputy President. All the documents filed in support of this case were filed in court before I became Deputy President as it is not true that I have used my office as the Deputy President to manufacture documents filed in court.

Allegations of irregular procurement of runaway jets at a cost of Kshs. 3.7B.
It is not true as claimed by Andrew Mwiru that I was involved in a 3.7Billion KSHS/A tender for the procurement of maize/a rots either directly or through proxies. The facts are that in 2022, Kenya Medical Supplies Authority advertised Tender No.:OF ATM MAL NFM-2022/2023 OIT-02 for the Supply of Lang'-Lasting Insecticide Nets (LLINs) using the International open tendering method of Procurement, on behalf of United Food. Sheraton Impex Private Limited domiciled in India participated in the tendering process but were not successful because their documents were not paginated. Dhabbo was then invited by KEMSA to submit their bid/ level and instructed Crystal Kenya Limited, their local agents, to collect the bid/ band.

Allegations of incurring unnecessary and excessive renovation of my official residence in Karen and Mombasa.
The funds for the renovation of the Deputy President's Official Residences in Nairobi and Mombasa were approved and allocated by the **Honourable House** based on the fact that the premises had been neglected for some time. I am not a director or shareholder (directly or indirectly) of the company called Agenbiz Investments Limited which I am informed undertook the renovations. I do NOT know the directors of the company. I did NOT participate in the tendering or supervision process. The work was audited by the Auditor General and no queries were raised. I have not been informed of any complaints against the manner in which this company got the contract or undertook the work.

Allegations of dubiously acquiring Kshs. 105,262,227,413 paid to Lonrho Events Limited.
I do not know about this company as I am neither a director nor a shareholder of the said company. I also do not know its shareholders or the directors. I also do not sit in the tendering committee neither am I an accounting officer in the Office of the Deputy President. Therefore I do not know about funds withdrawn from the account of this Company.

Allegations of siphoning money through St. Nicholas Rehabilitation and Industrial Training Institute Limited.
I am also not the accounting officer in the office of the Deputy President and I am not aware about the payments made in this company by the office. The allegation is therefore false and unfounded.

Alleged unmotivated but false accusations against the Hon. Lady Justice Esther Maina.
Please note that I did not falsely threaten to bring action against the Learned Judge. What I did was take actual legal action available to every citizen of Kenya under Article 168(2) of the Constitution which allows any person to Petition the Judicial Service Commission on an issue with any Judge, and filed a legal complaint before the Judicial Service Commission (JSC) in March 2024. The complaint is live before the JSC.

Allegations of diverting materials meant for construction of KSh6bn Mau Summit to Kericho-Kisumu road by Vipingo Beach Resort.
The facts are that King Charles III visited Kenya between 30th October 2023 and 1st November 2024. During his state visit one of the designated places where King Charles III was to visit was Kuruwitu Marine Conservancy which shares a road with Vipingo Beach Resort. The road to Kuruwitu Marine Conservancy was upgraded in respect of this visit which would also be of benefit to the local community including amenities like Shariani Secondary School and Shariani Primary school, as well as Mosque and a public market which are all within the vicinity.

Allegations of undermining the President and the Cabinet by allegedly making contradictory public statements from the position taken by Cabinet regarding the evacuation of the people residing along the Nairobi River.
While campaigning with the President, and subsequently when the President and I were sworn in, we promised, as a key pillar of the Kenya Kwanza government, that there would be no forced and unlawful evictions, and that all evictions would be humane and entail legal compensation. I and my office, the Office of the Deputy President (DDP), undertook extensive engagement with all parties in regard to the Cabinet Decision to evict people residing along the Nairobi River, a decision I fully supported. However as eviction was about to start I was informed that persons residing along the Nairobi River were being evicted and only paid Kshs. 10,000/=, which I and many other Kenyans felt was inadequate compensation for eviction. I then asked that the Government abide by constitutional dictates and international norms while implementing any cabinet decisions including eviction – and maintain the dignity of citizens of Kenya facing eviction. This statement in no-way undermined the President.

Allegations of undermining devolution- by allegedly holding a meeting in Nairobi.
The Motion alleges that on 25th September, 2024, I unlawfully interfered with the running of the Nairobi City County Government by holding a public rally where I allegedly incited citizens against lawful directives of the County Government on planning and relocation of roadside. I wish to clarify and point out that when I held the public rally, I very specifically requested the Governor of Nairobi City County to speak and listen to the grievances which were being raised by the market traders. I did not ask them not to obey the orders of the County Government. This came about after the traders through their leaders, sought me out to intervene and request the Governor on their behalf, to dialogue with them and seek a solution to their grievances with regard to the relocation of markets.

Allegations of undermining devolution- by allegedly holding meetings to fight alcohol and drug abuse particularly amongst the Youth.
The drug and alcohol problem in Kenya has been on the increase and many of our youth have become addicted to alcohol and took their lives destroyed because it causes them to drop out of school and start engaging in petty crime to look for money to buy alcohol. I am a strong advocate for youth rehabilitation from alcohol and substance abuse which I continue to encourage and support in order to save our future generation. With regard to alcohol control and regulation I have held several meetings with various Governors and MCA's in Meru, Chuka and Mombasa. There has been no complaint by any person or body that I have interfered in any way with the County Governments' mandate regarding alcohol control and regulation as I have worked hand in hand with them.

Allegations of sensational statements against the National Intelligence Service, its Director General, and its officers.
The National Intelligence service holds a very critical role in ensuring the safety and security of our country. They are responsible for gathering intelligence and sharing it with all our law enforcement agencies to ensure that the country is safe at all times. Consequently, when the country was caught flat footed with regard to the scope and extent of public's dissatisfaction with the Finance Bill 2024 which degenerated in the Gen Z protests, it pointed to the failure of the National Intelligence Service in carrying out its mandate. I was persuaded that the National Intelligence Service ought to have known before hand, especially since institutions like the DCI had already flagged credible hostility to the Bill several months earlier. It was clear that the public was completely opposed to the Finance Bill and briefed the President before the protests began. This would have caused a change of fact by the Government regarding the proposed bill and the protests which culminated to the loss of innocent lives and destruction of property could have been avoided. When I expressed my opinion on this in my public media briefing in Mombasa my utterances were not any different from what happens in other countries when there is a lapse or failure by the intelligence agencies. Many of you will recall that after the September 11th terrorist attack in the US, the US intelligence agencies were massively criticized and inquiry was soon opened to investigate why the intelligence agency was not able to detect and thwart the terror attack. Under the Constitution of Kenya, the government agencies are supposed to be accountable to the Kenyan people including the NIS, and calling them out when there is a dereliction of duty does not amount to undermining them. I am also aware that the Kenya Kwanza Government has been on the forefront calling out officers who do not seem to understand their work. Recently, we have, the President, publicly complained that there are some PSs and CSs who did not seem to understand their roles. I also recall that President Ruto also called out the former Inspector General of Police Mr. Mutyambai and Head of IEC General Philip Kameru during his term as Deputy President, when he felt they were failing.

Allegations of corruptly with cartels in the tea sector to block KTDA from implementing guaranteed minimum returns that would benefit small tea farmers.
This allegation is not true and no evidence has been provided to substantiate the claim. In fact I have successfully completed the mandate which was assigned to me by the President, which culminated in the drafting of the Cooperatives Bill, 2024 and the Coffee Bill, 2024. The said bills are currently before the National Assembly and the Senate respectively.

Allegations of taking control over a local cooperative society in Mathira Constituency.
The allegation is completely false. None of my family members, allies or associates are in control of any cooperative society in Mathira Constituency.

Allegation of using the Shareholding Concept to Create National Division.
By virtue of the provisions of the 3rd Schedule to the Political Parties Act, the Constituent parties of the Kenya Kwanza Coalition entered into various agreements which were deponed with the Speaker of the National Assembly and the Speaker of the Senate for purposes of Article 108 of the Constitution of Kenya. The parties affected are UDA, ANC, Ford Kenya, PNU, Pamoja Party, Chama Cha Kazi, Communist Party, Economic Freedom Party, The Service Party, Tujibebe Wakenya Party, Umoja Na Maendeleo Party of Kenya, and the Democratic Party. In accordance with the provisions of Clause 3 (a) of Schedule 3 of the Political Parties Act, each of the agreements contained a power sharing and development agenda for certain regions of Kenya. For example the **Power Sharing Agreement between UDA, ANC and Ford Kenya**, stated that UDA would nominate the Coalition's Presidential and Deputy Presidential Candidates (Article 23(a)) of the agreement. It also stated that the President would guarantee the stature, dignity and financial and operational autonomy of the office of the Deputy President and that the Office of the Deputy President would be allocated specific duties identified at Article 27 (a) of the agreement. ANC would be allocated the position of Prime Cabinet Secretary, while Ford Kenya would be allocated the position of Speaker of the National Assembly.

The agreement also very specifically, under Article 28(c) of the power sharing agreement, that **ANC and Ford Kenya would have a 20% share of National Government positions (Cabinet Secretaries, Principal Secretaries, high commissioners, ambassadors and diplomatic and consular representation, Chairpersons of State Corporations, Directors of State Corporations and Chair Persons and Commissioners of Constitutional Commissions PRESUMED the 20% share positions were to be shared equally between ANC and Ford Kenya.** Article 22 of the sharing agreement further set out a list of priority projects which Kenya Kwanza would endeavor to fulfill in the ANC and Ford Kenya strongholds of Western Kenya between 2022 and 2027 on a priority basis. These projects would include Completion of all incomplete or stalled bitumen roads, Construction of 1000 kilometers of new bitumen roads, Revival and modernization of sugar factories in Western Kenya, and establishment of new industries. Such share-holding agreements were signed with all the parties that made up Kenya Kwanza. The agreements stated that the share each Party would get in regard to executive positions in national Government would be commensurate with the number of MPs, Senators and MCAs elected on each party's ticket vis a vis the total number of candidates elected on a Kenya Kwanza platform and the general role played and effort put in by the party in the Presidential campaigns for the August 2022 election. They were signed by respective Party Leaders. My speeches on the shareholder issue were therefore informed by the aforesaid power sharing agreements which are founded on law and lessons learned from the well-known disputed 2002 NARC Power Sharing Agreement. Furthermore power sharing agreements are a feature of government formation in all democracies in the world that provide for the formation of coalitions.

In addition coalition building has been one of the most important innovations since the disputed 2007 elections, in ensuring stability, equitable sharing of political power, national cohesion and fostering of national unity. Indeed, Kenya Kwanza's main opponent in the 2022 general election, Azimio La Umoja One Kenya Coalition Party, was a political party comprising of 25 or so political parties who also executed a power sharing agreement as required by Schedule 3 of the Political Parties Act. I am also aware that the Azimio Coalition also executed a 50/50 power sharing agreement between the TNA party and ODM party for the 2013 general election. I have thus not violated Sections 13 (1) (k) and 62 of National Cohesion and Integration Act or any other law or Constitutional provision. However, notwithstanding the said power sharing agreements, upon election as the Deputy president of Kenya, I went out of my way, as required by the Constitution of Kenya, to serve all Kenyans regardless of their political preferences during the election or ethnic origin. This I can show as per the work done by my office over the last 24 months. I also fully support the recently established Broad-Based Government.

COMPANIES

The Motion alleges that there are Twenty (22) companies owned by myself and my family members that have been used to massively launder money and conceal proceeds of crime, corruption, and to benefit from influence peddling. I have carefully gone through the Motion and I have not seen any evidence to support or prove the allegations therein. However for the sake of full disclosure below is the current status of these companies:

No.	Name of Company	Status
(i)	Rigathi Gachagua Foundation	This foundation was incorporated in 2022. It is a non-profit making entity with the sole purpose of uplifting the lives of the less privileged in the society. This Foundation does not trade. Since incorporation the Foundation has received a total of Kshs. 12M which has been utilized as per a schedule that is available to the public.
(ii)	Dorcas Rigathi Foundation	This foundation was incorporated in 2022 by Pastor Dorcas Rigathi as a non-profit making entity for the sole purpose of rehabilitation of drug addicts, widows, single mothers and orphans. A brief explanation of its achievements is available to the public.
(iii)	Rehti Way Limited	This company was incorporated in 2023 by my wife Pastor Dorcas Rigathi for Church Ministry. It has never traded and does not have a bank account.
(iv)	Calvary Crowd International Limited	This company was incorporated by Pastor Dorcas Rigathi in 2023. It has never traded and does not have a bank account.
(v)	Mothers of the Land Limited	This company was incorporated by Pastor Dorcas Rigathi in 2021. It has never traded and does not have a bank account.
(vi)	The Anaiah Collection	This is a business name registered by Dr. Rachi Rigathi in 2021. This entity has never traded and does not have a bank account.
(vii)	Grand Dynasty Apartments Limited	This company was incorporated in 2024 and is owned by Vipingo Beach Resort Limited. I am a director in it by virtue of being an Executor of the Estate of my late brother Nderitu Gachagua.
(viii)	Vipingo Beach Resort Limited	This company does not belong to me. It belongs to the Estate of the late Nderitu Gachagua. My sons Kevin and Dr. Rachi are directors on behalf of the Estate of the late Nderitu Gachagua. The shares are owned by the Estate of the late Nderitu Gachagua.
(ix)	Purity Wa Nyaga Limited	This company was incorporated in 2020 by Kevin Rigathi and Dr. Rachi Rigathi. It has never traded and does not even have a bank account.

No.	Name of Company	Status
(x)	Phonex Medical (K) Limited	This company has not traded for the last two years.
(xi)	Rider Furniture Mart Limited	This company was incorporated in 2021.
(xii)	Skynet (K) Limited	This company was incorporated in 2016. It has not traded for the last fifteen years.
(xiii)	Mersani Manufacturers Limited	This company was incorporated in 2021. My family bought minority shareholding. It is used for the manufacturing and sale of animal feed and so far has transacted Kshs. 10M (Kes).
(xiv)	Sallis Merchants Limited	This company has not traded for the last two years.
(xv)	Wamunyinyo Investments Limited	This company was incorporated in 2001. It is a property holding company.
(xvi)	Cressere Venture Limited	This company was incorporated in 2018. It has not done any business with the government since I got into office as Deputy President.
(xvii)	Royal Crimson Ventures Limited	This company was incorporated in 2018. It has traded Kshs. 1,200,480/- since incorporation.
(xviii)	Karunditu Properties Limited	This company was incorporated in 2020. It is part of the management since one of the estate of the late Nderitu Gachagua.
(xix)	Crystal Kenya Limited	This company was incorporated in 2006. I transferred it to my sons Kevin Gachagua & Dr. Rachi Gachagua. This is the company that acquired Outspan Hotel (via a joint lease) and Tree Tops Hotel (via a lease) in 2021.
(xx)	Heartland Supplies Limited	This company was incorporated in 2018. It has not traded for the last two years.
(xxi)	Farpell Farm Limited	This company was incorporated in 2001. It runs a dairy farm.
(xxii)	Technical Supplies and Services (K) Limited	This company was incorporated in 2006. It has not traded for the last two years.

RESPONSE TO THE SPECIAL MOTION (DATED 25TH SEPTEMBER, 2024) BY HON. MUTUSE ECKOMAS MWENGI, MEMBER OF PARLIAMENT, KIBWEZI WEST CONSTITUENCY, FOR THE REMOVAL FROM OFFICE BY IMPEACHMENT OF HIS EXCELLENCY RIGATHI GACHAGUA, EGH, THE DEPUTY PRESIDENT OF THE REPUBLIC OF KENYA.

The Motion alleges that over the last two years since I assumed office as Deputy President I have acquired property and wealth estimated to be valued at Kshs. 5.2B, which is not commensurate to my earnings over that period. These allegations ignore the fact that I had been active in business before I became Deputy President, and had even been in court for monies held by the previous administration. This accusation also has no supporting valuation or formal documentation to validate the allegations. However below is a breakdown of the properties mentioned, and their current status.

Alleged Ownership Of Olive Garden Hotel.
Olive Garden Hotel belonged to my late brother, the Hon. James Nderitu Gachagua. It was sold as per the instructions of his will. It does not belong to me and has never been my property. Ownership documents at the Business Registration Services will confirm this position.

Alleged Ownership of Viplage Beach Resort in KIRI County.
Viplage Beach Resort also belonged to my late Nderitu Gachagua and is still registered under his Estate. I do not own it. Ownership documents at the Business Registration Services will confirm this position.

Alleged Ownership of Queens Gate Serviced Apartments.
Queens Gate Serviced Apartments also belonged to my late brother and currently belongs to his Estate. This is not my property. However I am a director in the Company by virtue of being an Executor of my late brother's Estate. The other Executors to the Estate of my late brother are also directors. This can be confirmed at the Business Registration Services.

Alleged Ownership of Land Parcel No.Ruguru/ Kiamariga/1223 in Mathira East Constituency. (where I have allegedly constructed helicopter landing facility)
I own the above referenced property which is approximately 8 acres in size on which I have planted napier grass for my dairy cows. I purchased the land in the year 2020 from my farm proceeds. I wish to confirm that there is no helicopter landing facility on this land as alleged in the Motion.

Ownership of 40 acres of land in Kakuzi within Kandara/at in Nyeri County.
I bought this property in 2015 from Hon. Njenga Wakaba, current Member of Parliament for Kieni Constituency.

Ownership of 60 acres of land in Meru County.
I do not own 60 acres in Meru. I own 20 acres in Meru which I bought on or around 9th February, 2024, through a loan granted to me by Safaribet Sacco Limited. The said Sacco has a charge registered against the Title which it continues to hold as security until I fully re-pay the loan.

Alleged Ownership of Dairy Farm in Nyandarua County.
I do not have a dairy farm in Nyandarua County.

Allegations of Allocation If exercise influence on officials in the Ministry Of Lands to issue an Allotment Letter to Wamuyuru Investments Limited, and using of this fraudulently acquired documents in support of a Court case.
Wamuyuru Investments Limited has never been issued with any Letter of Allotment for land in Embakasi. The letter of allotment was issued to Kenpell Farm Limited in the year 1995 and Wamuyuru purchased this land in 2012 from Kenpell Farm Limited. The company's ownership of this property has been confirmed by two distinct and separate Independent bodies: National Land Commission in the year 2016 before I became Deputy President; The High Court in ELC Case no. 1292 OF 2020 which was filed before I became Deputy President. All the documents filed in support of this case were filed in court before I became Deputy President as it is not true that I have used my office as the Deputy President to manufacture documents filed in court.

Allegations of irregular procurement of mosquito nets at a cost of Kshs. 5.7B.
It is not true as claimed by Andrew Mwkwa that I was involved in a 5.7Billion KEMSA tender for the procurement of malaria nets either directly or through proxies. The facts are that in 2020, Kenya Medical Supplies Authority advertised Tender No.OT 6754 MNL NPHI-2020/2021 OT-02 for the Supply of Long-Lasting Insecticidal Nets (LLINs) using the international open tendering method of Procurement, on behalf of Global Fund. Shoshitex Impex Private Limited domiciled in India participated in the tendering process but were not successful because their documents were not populated. Shoshitex was then invited by KEMSA to collect their bid bond and instructed Crystal Kenya Limited, their local agents, to collect the bid bond.

Allegations of incurring unnecessary and expensive renovation of my official residence in Karen and Mombasa.
The funds for the renovation of the Deputy President's Official Residences in Nairobi and Mombasa were approved and allocated by the **Honourable House** based on the fact that the premises had been neglected for some time. I am not a director or shareholder (directly or indirectly) of the company called Agrabuz Investments Limited which I am informed undertook the renovations. I do NOT know the directors of the company. I did NOT participate in the tendering or supervision process. The work was audited by the Auditor General and no queries were raised. I have not been informed of any complaints against the manner in which this company got the contract or undertook the work.

Allegations of dubiously acquiring Kshs. 100,782,601.43 paid to Lesona Events Limited.
I do not know about this company as I am neither a director nor a shareholder of the said company. I also do not know its shareholders or the directors. I also do not sit in the tendering committee neither am I an accounting officer in the Office of the Deputy President. I therefore do not know about funds withdrawn from the account of the Company.

Allegations of siphoning money through St. Nicholas Rehabilitation and Industrial Training Institute Limited.
I am also not the accounting officer in the office of the Deputy President and I am not aware about the payments made to this company by the office. The allegation is therefore false and unfounded.

Alleged sensational but false accusations against the Hon. Lady Justice Esther Maina.
Please note that I did not falsely threaten to bring action against the Learned Judge. What I did was take actual legal action available to every citizen of Kenya under Article 168(3) of the Constitution which allows any person to Petition the Judicial Service Commission on an issue with any Judge, and filed a legal complaint before the Judicial Service Commission (JSC) in March 2024. The complaint is live before the JSC.

Allegations of diverting materials meant for construction of KSH6.4billion Highway to Karsoni a private road to Viplage Beach Resort.
The facts are that King Charles III visited Kenya between 30th October 2023 and 1st November 2024. During his state visit one of the designated places where King Charles III was to visit was Karuvotu Marine Conservancy which shares a road with Viplage Beach Resort. The road to Karuvotu Marine Conservancy was upgraded in respect of this visit which would also be of benefit to the local community including amenities like Sheriani Secondary School and Sheriani Primary school, as well as Mosque and a public market which are all within the vicinity.

Allegations of undermining the President and the Cabinet by allegedly making contradictory public statements from the position taken by Cabinet regarding the evacuation of the people residing along the Nairobi River.
While campaigning with the President, and subsequently when the President and I were sworn in, we promised, as a key pillar of the Kenya Kwanza government, that there would be no forced and unlawful evictions, and that all evictions would be humane and entail legal compensation. I and my office, the Office of the Deputy President (ODP), undertook extensive engagement with all parties in regard to the Cabinet Decision to evict people residing along the Nairobi River, a decision I fully supported. However as eviction was about to start I was informed that persons residing along the Nairobi River were being evicted and only paid Kshs. 10,000/=, which I and many other Kenyans felt was inadequate compensation for eviction. I then asked that the Government abide by constitutional dictates and international norms while implementing any cabinet decisions including eviction – and maintain the dignity of citizens of Kenya facing eviction. This statement in no way undermined the President.

Allegations of undermining devolution- by allegedly holding a meeting in Nairobi.
The Motion alleges that on 20th September, 2024, I unlawfully interfered with the running of the Nairobi City County Government by holding a public rally where I allegedly incited citizens against lawful directives of the County Government on planning and relocation of markets. I wish to clarify and point out that when I held the public rally, I very specifically requested the Governor of Nairobi City County to speak and listen to the grievances which were being raised by the market traders. I did not ask them not to obey the orders of the County Government. This came about after the traders through their leaders, sought me out to intervene and request the Governor on their behalf, to dialogue with them and seek a solution to their grievances with regard to the relocation of markets.

Allegations of undermining devolution- by allegedly holding meetings to Ruto alcohol and drug abuse particularly amongst the Youth.
The drug and alcohol problem in Kenya has been on the increase and many of our youth have become addicted to alcohol and their lives destroyed because it causes them to drop out of school and start engaging in petty crime to look for money to buy alcohol. I am a strong advocate for youth rehabilitation from alcohol and substance abuse which I continue to encourage and support in order to save our future generations. With regard to alcohol control and regulation I have held several meetings with various Governors and MCA's in Meru, Chuka and Mombasa. There has been no complaint by any person or body that I have interfered in any way with the County Governments' mandate regarding alcohol control and regulation as I have worked hand in hand with them.

Allegations of sensational statements against the National Intelligence Service, its Director General, and its officers.
The National Intelligence service holds a very critical role in ensuring the safety and security of our country. They are responsible for gathering intelligence and sharing it with all our law enforcement agencies to ensure that the country is safe at all times. Consequently, when the country was caught flat footed with regard to the scope and extent of public's dissatisfaction with the Finance Bill 2024 which degenerated in the Gen Z protests, it pointed to the failure of the National Intelligence Service in carrying out its mandate. I was persuaded that the National Intelligence Service ought to have known before hand, especially since institutions like the DCI had already flagged possible hostility to the Bill several months earlier. It was clear that the public was completely opposed to the Finance Bill and briefed the President before the protests began. This would have caused a change of tact by the Government regarding the proposed bill and the protests which culminated in the loss of innocent lives and destruction of property could have been avoided. When I expressed my opinion on this in my public media briefing in Mombasa my utterances were not any different from what happens in other countries when there is a lapse or failure by the intelligence agencies. Many of you will recall that after the September 11th terrorist attack in the US, the US intelligence agencies were massively criticized and inquiry was ever opened to investigate why the intelligence agency was not able to detect and thwart the terror attack. Under the Constitution of Kenya, the government agencies are supposed to be accountable to the Kenyan people including the NIS, and calling them out when there is a dereliction of duty does not amount to undermining them. I am also aware that the Kenya Kwanza Government has been on the forefront calling out officers who do not seem to understand their work. Recently, my boss, the President, publicly complained that there are some PSs and CSs who did not seem to understand their roles. I also recall that President Ruto also called out the former Inspector General of Police Mr. Mutyambai and Head of NIS, General Philip Kameru during his term as Deputy President, when he felt they were failing.

Allegations of meddling with cartels in the tea sector to block CTBA from implementing guaranteed minimum returns that would benefit small tea farmers.
This allegation is not true and no evidence has been provided to substantiate the claim. In fact I have successfully completed the mandate which was assigned to me by the President, which culminated in the drafting of the Cooperatives Bill, 2024 and the Coffee Bill, 2024. The said bills are currently before the National Assembly and the Senate respectively.

Allegations of taking control over a local cooperative society in Mathira Constituency.
This allegation is completely false. None of my family members, allies or associates are in control of any cooperative society in Mathira Constituency.

Allegations of using the Shareholding Convent to Create National Division.
By virtue of the provisions of the 3rd Schedule to the Political Parties Act, the Constituent parties of the Kenya Kwanza Coalition entered into various agreements which were deposited with the Speaker of the National Assembly and the Speaker of the Senate for purposes of Article 108 of the Constitution of Kenya. The parties affected are UDA, ANC, Ford Kenya, PNU, Pamoja Party, Chama Cha Kazi, Centrewing Party, Economic Freedom Party, The Service Party, Tujibebe Wabenya Party, Umoja Ya Mwananchi Party of Kenya, and the Democratic Party. In accordance with the provisions of Clause 2 (a) of Schedule 3 of the Political Parties Act, each of the agreements contained a power sharing and development agenda for certain regions of Kenya. For example the **Power Sharing Agreement between UDA, ANC and Ford Kenya**, stated that UDA would nominate the Coalition's Presidential and Deputy Presidential Candidates (Article 23(a) of the agreement. It also stated that the President would guarantee the status, dignity and financial and operational autonomy of the office of the Deputy President and that the Office of the Deputy President would be allocated specific duties identified at Article 25 (e) of the agreement. ANC would be allocated the position of Prime Cabinet Secretary, while Ford Kenya would be allocated the position of Speaker of the National Assembly.

The agreement also very specifically, under Article 27(c) of the power sharing agreement, that **ANC and Ford Kenya would have a 20% share of National Government positions (Cabinet Secretaries, Principal Secretaries, high commissioners, ambassadors and diplomatic and consular representatives, Chairpersons of State Corporations, Directors of State Corporations and State Persons and Commissioners of Constitutional Commissions) PROVIDED the 20% share positions were to be shared equally between ANC and Ford Kenya.** Article 32 of the sharing agreement further set out a list of priority projects which Kenya Kwanza would endeavor to fulfil in the ANC and Ford Kenya strongholds of Western Kenya between 2022 and 2027 on a priority basis. These projects would include Completion of all incomplete or stalled bitumen roads, Construction of 1000 kilometers of new bitumen roads, Revival and modernization of sugar factories in Western Kenya, and establishment of new industries. Such share-holding agreements were signed with all the parties that made up Kenya Kwanza. The agreements stated that the share each Party would get in regard to appointive positions in national Government would be commensurate with the number of MPs. Senators and MCAs elected on each party's ticket vis a vis the total number of candidates elected on a Kenya Kwanza platform and the general role played and effort put in by the party in the Presidential campaigns for the August 2022 election. They were signed by respective Party Leaders. My speeches on the shareholder issue were therefore informed by the aforesaid power sharing covenants which are founded on law and lessons learned from the well-known disputed 2002 NARC Power Sharing Agreement. Furthermore power sharing agreements are a feature of government formation in all democracies in the world that provide for the formation of coalitions.

In addition coalition building has been one of the most important innovations, since the disputed 2007 elections, in ensuring stability, equitable sharing of political power, national cohesion and fostering of national unity. Indeed, Kenya Kwanza's main opponent in the 2022 general election, Azimio La Umoja One Kenya Coalition Party, was a political party consisting of 25 or so political parties who also executed a power sharing agreement as required by Schedule 3 of the Political Parties Act. I am also aware that the Jubilee Coalition also executed a 50/50 power sharing agreement between the TNA party and URP party for the 2013 general election. I have thus not violated Sections 10 (1) (A) and 6C of National Cohesion and Integration Act or any other law or Constitutional provision. However, notwithstanding the said power sharing agreements, upon election as the Deputy president of Kenya, I went out of my way, as required by the Constitution of Kenya, to serve all Kenyans regardless of their political preferences during the election or ethic origin. This I can show as per the work done by my office over the last 24 months. I am fully support the recently established Broad-Based Government.

COMPANIES

The Motion alleges that there are Twenty (20) companies owned by myself and my family members that have been used to excessively launder money and conceal proceeds of crime, corruption, and to benefit from influence peddling. I have carefully gone through the Motion and I have not seen any evidence to support or prove the allegations therein. However for the sake of full disclosure below is the current status of these companies:

No.	Name of Company	Status
(i)	**Rigathi Gachagua Foundation**	This foundation was incorporated in 2022. It is a non-profit making entity with the sole purpose of uplifting the lives of the less privileged in the society. This foundation does not trade. Since incorporation the Foundation has received a total of Kshs. 10M which has been utilized as per a schedule that is available to the public.
(ii)	**Dorcas Rigathi Foundation**	This foundation was incorporated in 2022 by Pastor Dorcas Rigathi as a non-profit making entity for the sole purpose of rehabilitation of drug addicts, widows, single mothers and orphans. A brief explanation of its achievements is available to the public.
(iii)	**Faith Way Limited**	This company was incorporated in 2023 by my wife Pastor Dorcas Rigathi for Church Ministry. It has never traded and does not have a bank account.
(iv)	**Calvary Cross International Limited**	This company was incorporated by Pastor Dorcas Rigathi in 2015. It has never traded and does not have a bank account.
(v)	**Mothers of the Land Limited**	This company was incorporated by Pastor Dorcas Rigathi in 2021. It has never traded and does not have a bank account.
(vi)	**The Anansi Collective**	This is a business name registered by Dr. Keith Rigathi in 2021. This entity has never traded and does not have a bank account.
(vii)	**Grand Bypass Apartments Limited**	This company was incorporated in 2024 and is owned by Viplage Beach Resort Limited. I am a director in it is by virtue of being an Executor of the Estate of my late brother Nderitu Gachagua.
(viii)	**Viplage Beach Resort Limited**	This company does not belong to me. It belongs to the Estate of the late Nderitu Gachagua. My sons Kevin and Dr. Keith are directors on behalf of the Estate of the late Nderitu Gachagua. The shares are owned by the Estate of the late Nderitu Gachagua.
(ix)	**Forte Ya Group Limited**	This company was incorporated in 2020 by Kevin Rigathi and Dr. Keith Rigathi. It has never traded and does not even have a bank account.

No.	Name of Company	Status
(x)	**Pioneer Medical (K) Limited**	This company has not traded for the last ten years.
(xi)	**Hale Furniture Mart Limited**	This company was incorporated in 2012.
(xii)	**Nimet (K) Limited**	This company was incorporated in 2006. It has not traded for the last fifteen years.
(xiii)	**Nuruni Mwa Pariaaro Limited**	This company was incorporated in 2021. My family bought minority shareholding. It is used for the manufacturing and sale of animal feed and so far has transacted Kshs. 100,000/=.
(xiv)	**Delta Merchants Limited**	This company has not traded for the last ten years.
(xv)	**Wamuyuru Investments Limited**	This company was incorporated in 2003. It is a property holding company.
(xvi)	**Consure Venture Limited**	This company was incorporated in 2010. It has not done any business with the government since I got into office as Deputy President.
(xvii)	**Royal Colosseo Ventures Limited**	This company was incorporated in 2010. It has traded Kshs. 1,050,000/= since incorporation.
(xviii)	**Karuvotu Properties Limited**	This company was incorporated in 2022. It is part of the management structure of the estate of the late Nderitu Gachagua.
(xix)	**Crystal Kenya Limited**	This company was incorporated in 2002. I transferred it to my sons Kevin Gachagua & Dr. Keith Gachagua. This is the company that acquired Outspan Hotel (via a bank loan) and Tree Tops Hotel (via a loan) in 2022.
(xx)	**Heartland Supplies Limited**	This company was incorporated in 2009. It has not traded for the last ten years.
(xxi)	**Karuvotu Farms Limited**	This company was incorporated in 2021. It runs a dairy farm.
(xxii)	**Technical Supplies and Services (K) Limited**	This company was incorporated in 2006. It has not traded for the last ten years.

RESPONSE TO THE SPECIAL MOTION (DATED 26TH SEPTEMBER, 2024) BY HON. MUTUSE ECKOMAS MWENGI, MEMBER OF PARLIAMENT, KIBWEZI WEST CONSTITUENCY, FOR THE REMOVAL FROM OFFICE BY IMPEACHMENT OF HIS EXCELLENCY RIGATHI GACHAGUA, EGH, THE DEPUTY PRESIDENT OF THE REPUBLIC OF KENYA.

The Motion alleges that over the last two years since I assumed office as Deputy President I have acquired property and wealth estimated to be valued at Kshs. 5.2B, which is not commensurate to my earnings over that period. These allegations ignore the fact that I had been active in business before I became Deputy President, and had even been in court for monies held by the previous administration. This accusation also has no supporting valuation or formal documentation to validate the allegations. However below is a breakdown of the properties mentioned, and their current status.

Alleged Ownership Of Olive Garden Hotel.
Olive Garden Hotel belonged to my late brother, the Hon. James Ndetto Gachagua. It was sold as per the instructions of his will. It does not belong to me and has never been my property. Ownership documents at the Business Registration Services will confirm this position.

Alleged Ownership of Vipingo Beach Resort in Kilifi County.
Vipingo Beach Resort also belonged to my late Ndetto Gachagua and is still registered under his Estate. I do not own it. Ownership documents at the Business Registration Services will confirm this position.

Alleged Ownership of Queens Gate Serviced Apartments.
Queens Gate Serviced Apartments also belonged to my late brother and currently belongs to his Estate. This is not my property. However I am a director in the Company by virtue of being an Executor of my late brother's Estate. The other Executors to the Estate of my late brother are also directors. This can be confirmed at the Business Registration Services.

Alleged Ownership of Land Parcel No.Kwamu/ Kiwanjani/1023 in Mathira East Constituency. (where I have allegedly constructed helicopter landing facility).
I own the above referenced property which is approximately 2.5 acres in size on which I have planted napier grass for my dairy cows. I purchased the land in the year 2023 from my farm proceeds. I wish to confirm that there is no helicopter landing facility on this land as alleged in the Motion.

Ownership of 40 acres of land in Kabaret within Kamkunji in Nyeri County.
I bought this property in 2015 from Hon. Njenga Wakuraya, current Member of Parliament for Kieni Constituency.

Ownership of 80 acres of land in Meru County.
I do not own 80 acres in Meru. I own 29 acres in Meru which I bought on or around 6th February, 2024, through a loan granted to me by **Sidolfian Sacco Limited.** The said Sacco has a charge registered against the Title which it continues to hold as security until I fully re-pay the loan.

Alleged Ownership of Dairy farm in Nyandarua County.
I do not have a dairy farm in Nyandarua County.

Allegations of Allegation if asserting influence on officials in the Ministry Of Lands to issue an Allotment Letter to Wamunyoro Investments Limited, and using of this fraudulently acquired documents in support of a Court case.
Wamunyoro Investments Limited has never been issued with any Letter of Allotment for land in Embakasi. The letter of allotment was issued to Kenwell Farm Limited in the year 1989 and Wamunyoro purchased this land in 2012 from Kenwell Farm Limited. The company's ownership of this property has been confirmed by two distinct and separate independent bodies, National Land Commission in the year 2018 before I became Deputy President; The High Court in ELC Case no. 1242 OF 2007 which was filed before I became Deputy President. All the documents filed in support of this case were filed in court before I became Deputy President as it is not true that I have used my office as the Deputy President to manufacture documents filed in court.

Allegations of irregular procurement of campaign sets at a cost of Kshs. 3.2B.
It is not true as claimed by Andrew Mutiso that I was involved in a 3.2Billion KEMSA tender for the procurement of medicine and other diseases through proxies. The facts are that in 2021, Kenya Medical Supplies Authority advertised Tender No.KEMSA/MIL/NPW-2022/00221 OPI-02 for the Supply of Long-Lasting Insecticidal Nets (LLINs) using the international open tendering method of Procurement, on behalf of United Food. Sheltam Engineering Private Limited domiciled in India participated in the tendering process but were not successful because their documents were not paginated. Sheltam was then invited by KEMSA to collect their bid bond and instructed Crystal Kenya Limited, their local agents, to collect the bid bond.

Allegations of incurring unnecessary and impossible renovation of my official residence in Karen and Mombasa.
The funds for the renovation of the Deputy Presidents Official Residences in Nairobi and Mombasa were approved and allocated by the **Honourable House** based on the fact that the premises had been neglected for some time. I am not a director or shareholder (directly or indirectly) of the company called Agrebiz Investments Limited which I am informed undertook the renovations. I do NOT know the directors of the company, I did NOT participate in the tendering or supervision process. The work was audited by the Auditor General and no queries were raised. I have not been informed of any complaints against the manner in which this company got the contract or undertook the work.

Allegations of dubiously acquiring Kshs. 109,262,421.43 paid to Lusesa Events Limited.
I do not know about this company as I am neither a director nor a shareholder of the said company. I also do not know its shareholders or its directors. I also do not sit in the tendering committee; neither am I an accounting officer in the Office of the Deputy President. I therefore do not know about funds withdrawn from the account of this Company.

Allegations of siphoning money through St. Michaels Rehabilitation and Industrial Training Institute Limited.
I am also not the accounting officer in the office of the Deputy President and I am not aware about the payments made to this company by the office. The allegation is therefore false and unfounded.

Alleged convoluted but false accusations against the Hon. Lady Justice Esther Maina.
Please note that I did not falsely threaten to bring action against the Learned Judge. What I did was take actual legal action available to every citizen of Kenya under Article 258(2) of the Constitution which allows any person to Petition the Judicial Service Commission on an issue with any Judge, and filed a legal complaint before the Judicial Service Commission (JSC) in March 2024. The complaint is live before the JSC.

Allegations of diverting materials meant for construction of KIBS-Gladwell Highway to favour a private road to Vipingo Beach Resort.
The factsare that King Charles III visited Kenya between 20th October 2023 and 3rd November 2024. During his state visit one of the designated places where King Charles III was to visit was Kuruwitu Marine Conservancy which shares a road with Vipingo Beach Resort. The road to Kuruwitu Marine Conservancy was upgraded in respect of this visit which would also be of benefit to the local community including areasthat the Shonzeni Secondary School and Shenbeni Primary school, as well as Mnarani and a public market which are all within the vicinity.

Allegations of undermining the President and the Cabinet by allegedly making contradictory public statements from the position taken by Cabinet regarding the evacuation of the people residing along the Nairobi River.
While campaigning with the President, and subsequently when the President and I were sworn in, we promised, as a key pillar of the Kenya Kwanza government, that there would be no forced and unlawful evictions, and that all evictions would be humane and settled legal contraventions. I and my office, the Office of the Deputy President (ODP), undertook extensive engagement with all parties in regard to the Cabinet Decision to evict people residing along the Nairobi River, a decision I fully supported. However as eviction was about to start I was informed that persons residing along the Nairobi River were being evicted and only paid Kshs. 10,000/=, which I and many other Kenyans felt was inadequate compensation for eviction. I then asked that the Government abide by constitutional dictates and international norms while implementing any cabinet decisions including eviction - and maintain the dignity of citizens of Kenya facing eviction. This statement in no-way undermined the President.

Allegations of undermining devolution- by allegedly holding a meeting in Nairobi.
The Motion alleges that on 21st September, 2024, I unlawfully interfered with the running of the Nairobi City County Government by holding a public rally where I allegedly incited citizens against lawful directions of the County Government on planning and relocation of markets. I wish to clarify and point out that what I held the public rally, I very specifically requested the Governor of Nairobi City County to speak and listen to the grievances which were being raised by the market traders. I did not ask them not to obey the orders of the County Government. This came about after the traders through their leaders, sought me out to intervene and request the Governor on their behalf, to dialogue with them and seek a solution to their grievances with regard to the relocation of markets.

Allegations of undermining devolution- by allegedly holding meetings to fight alcohol and drug abuse particularly amongst the Youth.
The drug and alcohol problem in Kenya has been on the increase and many of our youth have become addicted to alcohol and their lives destroyed because it causes them to drop out of school and start engaging in petty crime to look for money to buy alcohol. I am a strong advocate for youth rehabilitation from alcohol and substance abuse which I continue to encourage and support in order to save our future generation. With regard to alcohol control and regulation I have held several meetings with various Governors and MCA's in Meru, Chuka and Mombasa. There has been no complaint by any person or body that I have interfered in any way with the County Governments' mandate regarding alcohol control and regulation as I have worked hand in hand with them.

Allegations of sensational statements against the National Intelligence Service, its Director General, and its officers.
The National Intelligence service holds a very critical role in ensuring the safety and security of our country. They are responsible for gathering intelligence and sharing it with all our law enforcement agencies to ensure that the country is safe at all times. Consequently, when the country was caught flat footed with regard to the scope and extent of public's dissatisfaction with the Finance Bill 2024 which degenerated in the Gen Z protests, it pointed to the failure of the National Intelligence Service in carrying out its mandate. I was persuaded that the National Intelligence Service ought to have known before hand, especially since institutions like the DCI had already flagged possible hostility to the Bill several months earlier. It was clear that the public was completely opposed to the Finance Bill and briefed the President before the protests began. This would have caused a change of fact by the Government regarding the proposed bill and the protests which culminated in the loss of innocent lives and destruction of property could have been avoided. When I expressed my opinion on this in my public media briefing in Mombasa my utterances were not any different from what happens in other countries when there is a lapse or failure by the intelligence agencies. Many of you will recall that after the September 11th terrorist attack in the US, the US intelligence agencies were massively criticized and inquiry was even opened to investigate why the intelligence agency was not able to detect and thwart the terror attack. Under the Constitution of Kenya, the government agencies are supposed to be accountable to the Kenyan people including the NIS, and calling them out when there is a dereliction of duty does not amount to undermining them. I am also aware that the Kenya Kwanza Government has been on the forefront calling out officers who do not seem to understand their work. Recently, my boss, the President, publicly complained that there are some PSs and CSs who did not seem to understand their roles. I also recall that President Ruto also called out the former Inspector General of Police Mr. Mutyambai and Head of NIS General Philip Kameru during his term as Deputy President, when he felt they were failing.

Allegations of consulting with cartels in the tea sector to block ETDA from implementing guaranteed minimum returns that would benefit small tea farmers.
This allegation is not true and no evidence has been provided to substantiate the claim. In fact I have successfully completed the mandate which was assigned to me by the President, which culminated in the drafting of the Cooperatives Bill, 2024 and the Coffee Bill, 2023. The said bills are currently before the National Assembly and the Senate respectively.

Allegations of taking control over a local cooperative society in Mathira Constituency.
This allegation is completely false. None of my family members, allies or associates are in control of any cooperative society in Mathira Constituency.

Allegations of using the Shareholding Concept to Create National Division.
By virtue of the provisions of the 2nd Schedule to the Political Parties Act, the Constituent parties of the Kenya Kwanza Coalition entered into various agreements which were deposited with the Speaker of the National Assembly and the Speaker of the Senate for purposes of Article 108 of the Constitution of Kenya. The parties affected are UDA, ANC, Ford Kenya, PNU, Farmers Party, Chama Cha Kazi, Constituent Party, Economic Freedom Party, The Service Party, Tujibebe Wakenya Party, Umoja Na Maendeleo Party of Kenya, and the Democratic Party. In accordance with the provisions of Clause 3 (a) of Schedule 2 of the Political Parties Act, each of the agreements contained a power sharing and development agenda for certain regions of Kenya. For example the **Power Sharing Agreement between UDA, ANC and Ford Kenya** stated that UDA would nominate the Coalition's Presidential and Deputy Presidential Candidates (Article 2(a) of the agreement. It also stated that the President would guarantee the stature, dignity and financial and operational autonomy of the office of the Deputy President and that the Office of the Deputy President would be allocated specific duties identified at Article 2((a) of the agreement. ANC would be allocated the position of Prime Cabinet Secretary, while Ford Kenya would be allocated the position of Speaker of the National Assembly.

The agreement also very specifically under Article 2(b) of the power sharing agreement, that ***ANC and Ford Kenya would have a 30% share of National Government positions (Cabinet Secretaries, Principal Secretaries, high commissioners, ambassadors and diplomatic and consular representations, Chairpersons of State Corporations, Directors of State Corporations and Chair Persons and Commissioners of Constitutional Commissions PROVIDED the 30% share positions were to be shared equally between ANC and Ford Kenya.*** Article 2((a) the sharing agreement further set out a list of priority projects which Kenya Kwanza would endeavor to fulfil in the ANC and Ford Kenya strongholds of Western Kenya between 2022 and 2027 on a priority basis. These projects would include Completion of all incomplete or stalled bitumen roads, Construction of 1000 kilometres of new bitumen roads, Revival and modernization of sugar factories in Western Kenya, and establishment of new industries. Such share-holding agreements were signed with all the parties that made up Kenya Kwanza. The agreements stated that the share each Party would get in regard to appointive positions in national Government would be commensurate with the number of MPs. Senators and MCAs elected on each party's ticket vis a vis the total number of candidates elected on a Kenya Kwanza platform and the general role played and effort put in by the party in the Presidential campaigns for the August 2022 election. They were signed by respective Party Leaders. We speak now as the shareholder issue were therefore informed by the aforesaid power sharing agreements which are founded on law and lessons learned from the well-known disputed 2002 NARC Power Sharing Agreement. Furthermore power sharing agreements are a feature of government formation in all democracies in the world that prevails for the formation of coalitions.

In addition coalition building has been one of the most important innovations, since the disputed 2007 elections, in ensuring stability, equitable sharing of political power, national cohesion and fostering of national unity. Indeed, Kenya Kwanza's main opponent in the 2022 general election, Azimio La Umoja One Kenya Coalition Party, was a political party consisting of 25 or so political parties who also executed a power sharing agreement as required by Schedule 2 of the Political Parties Act. I am also aware that the Azimio Coalition also executed a 50/50 power sharing agreement between the TNA party and URP party for the 2013 general election. I have thus not violated Sections 13 (1) (a) and (b) of National Cohesion and Integration Act or any other law or Constitutional provision. However, notwithstanding the said power sharing agreements, upon election as the Deputy president of Kenya, I went out of my way, as required by the Constitution of Kenya, to serve all Kenyans regardless of their political preferences during the election or ethic origin. This I can show as per the work done by my office over the last 24 months. I also fully support the recently established Broad-Based Government.

COMPANIES

The Motion alleges that there are Twenty (20) companies owned by myself and my family members that have been used to massively launder money and conceal proceeds of crime, corruption, and to benefit from influence peddling. I have carefully gone through the Motion and I have not seen any evidence to support or prove the allegations therein. However for the sake of full disclosure below is the current status of these companies.

No.	Name of Company	Status
(1)	Rigathi Gachagua Foundation	This foundation was incorporated in 2022. It is a non-profit making entity with the sole purpose of uplifting the lives of the less privileged in the society. This Foundation does not trade. Since incorporation the Foundation has received a total of Kshs. 10M which has been utilized as per a schedule that is available to the public.
(2)	Dorcas Rigathi Foundation	This foundation was incorporated in 2022 by Pastor Dorcas Rigathi as a non-profit making entity for the sole purpose of rehabilitation of drug addicts, widows, single mothers and orphans. A brief explanation of its achievements is available to the public.
3)	Rehth Way Limited	This company was incorporated in 2023 by me while Pastor Dorcas Rigathi for Church Ministries. It has never traded and does not have a bank account.
4)	Calvary Cross International Limited	This company was incorporated by Pastor Dorcas Rigathi in 2023. It has never traded and does not have a bank account.
5)	Mothers of the Land Limited	This company was incorporated by Pastor Dorcas Rigathi in 2021. It has never traded and does not have a bank account.
6)	The Asanzi Collection	This is a business name registered by Dr. Rehth Rigathi in 2021. This entity has never traded and does not have a bank account.
7)	Grand Bysone Apartments Limited	This company was incorporated in 2004 and is owned by Vipingo Beach Resort Limited. I am a director in it by by virtue of being an Executor of the Estate of my late brother Ndetto Gachagua.
8)	Vipingo Beach Resort Limited	This company does not belong to me. It belongs to the Estate of the late Ndetto Gachagua. My sons Rehth and Dr. Rehth are directors on behalf of the Estate of the late Ndetto Gachagua. The shares are owned by the Estate of the late Ndetto Gachagua.
9)	Fortis Vie Group Limited	This company was incorporated in 2020 by Rehth Rigathi and Dr. Rehth Rigathi. It has never traded and does not even have a bank account.

No.	Name of Company	Status
10)	Pioneer Medical (K) Limited	This company has not traded for the last two years.
11)	Rider Furniture Mart Limited	This company was incorporated in 2007.
12)	Bluent (K) Limited	This company was incorporated in 2006. It has not traded for the last fifteen years.
13)	Waved Manufacturers Limited	This company was incorporated in 2021. My family bought minority shareholding. It is used for the manufacturing and sale of animal feed and as De Tea transported Kshs. 192,000/=.
14.	Jadiv Merchants Limited	This company has not traded for the last two years.
15)	Wamunyoro Investments Limited	This company was incorporated in 2007. It is a property holding company.
16)	Canmore Venture Limited	This company was incorporated in 2018. It has not done any business with the government since I got into office as Deputy President.
17)	Royal Citizen Ventures Limited	This company was incorporated in 2018. It has traded Kshs. 1,208,440/= since incorporation.
18)	Kaiuwila Properties Limited	This company was incorporated in 2022. It is part of the management structure of the estate of the late Ndetto Gachagua.
19)	Crystal Kenya Limited	This company was incorporated in 2008. I transferred it to my sons Kevin Gachagua & Dr. Rehth Gachagua. This is the company that acquired Outspan Hotel Site a bank loan (Land Year Base Hotel Via a loan) in 2022.
20)	Heartland Supplies Limited	This company was incorporated in 2006. It has not traded for the last two years.
21)	Karpet Farm Limited	This company was incorporated in 2021. It runs a dairy farm.
22)	Technical Supplies and Services (K) Limited	This company was incorporated in 2019. It has not traded for the last two years.