



YOUR REFERENCE:

SEN/DSEC/DISSC/SCLSW/2025/44

OUR REFERENCE:

PMG/KE/10/172

DATE:

07 April 2025

The Senate  
Clerk's Chambers  
Parliament Buildings  
P.O. Box 41842-00100  
Nairobi.

**Attention: J.M. Nyegenye, CBS**

By email to: [clerk.senate@parliament.go.ke](mailto:clerk.senate@parliament.go.ke);  
[laboursocialwelfarecomm.senate@parliament.go.ke](mailto:laboursocialwelfarecomm.senate@parliament.go.ke)

Dear Sir,

**Invitation to a Meeting on the Petition Concerning the Alleged Failure of Kenya Breweries Limited, Kaplan & Stratton Advocates, and Harrison Kinyanjui Advocates on Payment of Compensation Awarded to Petitioners**

We refer to your letter dated 2<sup>nd</sup> April 2025 inviting my firm to "*submit a comprehensive response to the issues raised*" in the above petition. We act for Kenya Breweries Limited ("KBL") in the court proceedings and petition and therefore submit this response on their behalf as well. We have reviewed the petition annexed to your letter and wish to respond as follows.

1. My firm acted for KBL in HCCC 279 of 2003 in which the petitioners were some of the Plaintiffs.
2. The case arose following the re-engineering and an early retirement package offer to KBL's employees in the years between 1997 and 2001. Upon the completion and having offered better terms than the statutory redundancy requirements, the employees were all paid their dues as follows:
  - a) Pay in lieu of leave on pro-rata basis.
  - b) Pay in lieu of 4 months' notice
  - c) 75% of basic monthly pay times number of years of service.
  - d) Wages and allowance earned to the last day of service.
  - e) **100%** of gross monthly pay times number of years of completed service.

*[We have enclosed the letter issued to the First Petitioner confirming this payment at page 1 of Annexure A]*

3. By way of context, the applicable Regulation of Wages (General Order) provided for the following statutory redundancy payments:

- a) Outstanding leave to be paid for in cash;
- b) One month's notice or one month's wages in lieu of notice;
- c) Severance pay at the rate of fifteen days' pay for each completed year of service **i.e. 50%.**

4. About three (3) years later in 2003, some of the employees filed the above case. The plaintiffs were represented initially by the firm of Gitobu Imanyara & Co Advocates. The Plaintiffs have since split into several groups with different representation. As of today the law firms on record for the Plaintiffs are – J. Harrison Kinyanjui & Company Advocates, Namada & Company Advocates, O.P. Ngoge & Company Advocates and Otwal & Manwa & Co Advocates. After hearing the parties, the Court (Justice Dr. Serگون) delivered judgment on 24<sup>th</sup> January 2018. In summary, the Court, at paragraph 20, ordered as follows:

- a) A declaration that the Plaintiffs' early retirement was in breach of the constitution and their terms of employment;
- b) KBL to pay the Plaintiffs one months' salary as damages for loss of employment;
- c) KBL to refund the Plaintiffs the sums of KES 30,180,685 in the following proportions:

Plaintiffs represented by Namada & Company Advocates	KES 20,775,144
Plaintiffs represented by J. Harrison Kinyanjui & Company Advocates	KES 9,405,541

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

*[A copy of the judgment is enclosed at pages 2 – 84 of Annexure A]*

5. Our client took the view that the judgment was erroneous in light of the fact that the petitioners had all been paid their dues, as highlighted above. Our client therefore sought to appeal the decision. *[A copy of the notice of appeal is enclosed at pages 85 – 87 of Annexure A]*



6. Following delivery of judgment, Mr. Kinyanjui sent us a letter dated 29<sup>th</sup> March 2018 (*enclosed at pages 88 – 95 of Annexure A*) demanding payment of the sums awarded to his clients through his client account. Mr. Kinyanjui also sent discharge vouchers signed by all his clients through a letter dated 4<sup>th</sup> July 2018. Each of the plaintiffs confirmed that receipt of the sums outlined would be in “*full and final settlement*” of the above matter (*copies of the discharge vouchers are enclosed at pages 96 – 225 of Annexure A*). This was in consideration of our client not pursuing its appeal as against Mr. Kinyanjui’s clients.
7. In addition, we paid the firm of Harrison Kinyanjui advocates **KES 1,000,000** being the party and party costs together with interest accrued on the decretal sum up to 31<sup>st</sup> November 2021. This was confirmed in our letter of 20<sup>th</sup> December 2021 which also forwarded a consent to mark the suit as settled with regard to Mr. Kinyanjui’s clients. Mr. Kinyanjui responded to this letter on 12<sup>th</sup> January 2022 and forwarded the signed consent (*enclosed at pages 226 – 227 of Annexure A*). We subsequently paid the sum of **KES 14,756,312.35** to Mr. Kinyanjui’s account on 21<sup>st</sup> January 2022 by way of RTGS transfer (*enclosed at page 228 of Annexure A*) broken down as follows:

Description	Amount in KES
Decretal Sum in terms of the judgement delivered on 24 <sup>th</sup> January 2018	9,405,541.00
Interest up to 31 <sup>st</sup> November 2021	4,350,771.35
Party and party costs	1,000,000.00
Total	<b>KES 14,756,312.35</b>

8. We note that the petitioners mention that after signing the discharge vouchers, they were still entitled to receive one month’s additional payment. The vouchers by each petitioner expressly state that the payment is “*in full and final settlement of all sums due to me under the judgment in High Court Civil Case No. 279 of 2003*”. The petitioners signed the vouchers with the benefit of legal advice. Further, the petitioners had over three months to consider the import of the vouchers before signing them.
9. As a result of the vouchers, our client forfeited its right to appeal against the judgment. Having freely and willingly executed the discharge vouchers, the petitioners cannot, as a matter of law, claim to be entitled to further payments from KBL. **Our client’s position is that it has fully paid the petitioners all the sums they were entitled to.**
10. We note that the petitioners refer to an appeal filed against the above decision. That appeal was struck out by the Court of Appeal in a ruling dated 3<sup>rd</sup> February 2023 [*A copy of the ruling is enclosed at pages 229 to 237 of Annexure A.*]
11. For the record KBL has also paid the Plaintiffs represented by the firm of Namada & Co Advocates numbering 719 a total sum of **KES 62,878,663**, inclusive of party and party costs plus interest.

12. KBL has also been ready and willing to settle the judgement sum in respect of the 292 Plaintiffs represented by the firm of Otwal & Manwa Advocates. An appeal filed by the said firm was recently withdrawn. *[A copy of the order is enclosed at page 238 of Annexure A.]*
13. We also note that the petitioners have filed multiple complaints with the various agencies – including the Judicial Service Commission, the Advocates Complaints Commission and the Directorate of Criminal Investigations. In each instance, the petitioners were unable to substantiate their complaints. It is in the interests of justice that this long outstanding matter be laid to rest and the petition be dismissed.

We trust that the above response satisfactorily answers the questions raised in the Petition.

Yours sincerely,



**P.M. Gachuhi**  
**KAPLAN & STRATTON**

*Encl. Annexure A*

cc: Client

**Annexure A**

	<b>Document</b>	<b>Page</b>
1	Early Retirement Letter to Lawrence Nduttu, the First Petitioner, dated 18 <sup>th</sup> September 1998	<b>1</b>
2	Judgment in Nairobi HCC 279 of 2003	<b>2 – 84</b>
3	Notice of Appeal dated 6 <sup>th</sup> February 2018	<b>85 – 87</b>
4	Letter from Harrison Kinyanjui & Company Advocates dated 29 March 2018	<b>88 – 95</b>
5	Letter from Harrison Kinyanjui & Company Advocates dated 5 June 2018	<b>96 - 225</b>
6	Letter from Harrison Kinyanjui & Company Advocates dated 12 January 2022	<b>226 – 227</b>
7	Request for RTGS Transfer dated 21 January 2022	<b>228</b>
8	Ruling in Nairobi Civil Application No. E089 of 2021 dated 3 February 2023	<b>228 – 237</b>
9	Order in Nairobi Civil Appeal No. E069 of 2024 dated 3 March 2025	<b>238</b>



# Kenya Breweries

LIMITED

## MEMORANDUM



Date: 18 September 1998

Ref: KBL/GM-HR

To:  
MR LAWRENCE KYALO NDUTTU  
COY NO. 0542  
CENTRAL REGION

From:  
GENERAL MANAGER  
HUMAN RESOURCES

Subject: EARLY RETIREMENT (UNION)

Following the re-engineering process going on within the Company, it has been decided to reduce staff levels further. Accordingly, you will be released to proceed on your outstanding earned leave with effect from 1st October 1998. Please note that your services with the company will terminate at the end of your leave or on 31st October, 1998 whichever is the earlier. Any outstanding leave after 31st October, 1998 will be paid in lieu thereof.

The following early retirement package shall be applicable to you:-

1. Wages and allowances earned to the last day of service.
2. Pay in lieu of leave on pro-rata basis, where applicable, based on your monthly basic pay.
3. Pay in lieu of 4 month's notice based on your monthly total pay package.
4. Compensation for loss of future earnings which will be calculated as follows:-  
Your completed number of years service times
  - a) 75% of basic monthly pay plus
  - b) 100% of gross monthly pay
5. Refund of own and company's contribution and interest to Staff Provident Fund, where applicable.
6. Less any money owed to the Company and/or Tembo Savings & Credit Society.

You will receive the details of computation from the Financial Accountant.

May we take this opportunity to thank you for the many years of service you have rendered to this company and to wish you success in your future endeavors.

  
J. N. MUHOHO (MRS)

c/c Financial Controller  
Regional Manager, Central Region, Western Region, Raw Materials Supply  
Human Resources Managers, Raw Materials Supply, Central Region & Western Region  
Commercial Services Managers, Central, Western, and Raw Materials Supplies  
Treasurer - Tembo SACCO  
SPF Accountant



REPUBLIC OF KENYA

IN THE HIGH COURT OF KENYA

AT NAIROBI

CIVIL CASE NO. 279 OF 2003

LAWRENCE NDUTTU & 156 OTHERS.....PLAINTIFFS

- V E R S U S -

KENYA BREWERIES LTD..... DEFENDANT

JUDGEMENT

1) The plaintiffs, numbering 157 filed this representative suit on their behalf and on behalf of former employees of Kenya Breweries Ltd, the defendant herein, whose terms and conditions of employment were governed by a memorandum of agreement dated 5<sup>th</sup> December 1997 and 29<sup>th</sup> July 1999 and whose contract of employment were affected by the defendant's re-engineering process which began in 1994. The aforesaid action is by way of the Further Amended plaint dated 2/12/2015 where the plaintiffs sought for judgement as follows:

*a) A declaration that decision to cause their early retirement was unlawful and breached Section 80 and 82 of the Constitution and was wrongful and a nullity.*

*b) A declaration that the defendant's action to cause early retirement of the plaintiffs was unlawful and unfair and amounted to breach of the plaintiffs, contracts of employment.*

*c) A declaration that the defendant's calculation of the plaintiffs' terminal benefits were wrong, arbitrary and they helped the defendant to withhold huge sums due to the plaintiffs.*

*d) An order that the defendant should pay all the plaintiffs all the outstanding dues and salaries until their retirement age at sixty years.*

*e) An order that the defendant do supply to the plaintiffs and each of them audited statement of account detailing their dues.*



***f) An order that the plaintiffs and each of them be paid all outstanding dues and other consequential entitlements pursuant to prayer (b) above.***

***g) AND or alternatively, general damages for loss of employment being 12 months salary for each and every plaintiff.***

***h) Costs of (b) and (c ) with interest covers at court rates.***

2) The defendant on its part, filed a defence dated 8<sup>th</sup> May 2018, and amended on 12.11.2008 and further amended 6.1.2016 in which it denied violating the plaintiffs' constitutional or other rights. The defendant also stated that the redundancies were declared in accordance with the applicable Labour and Employment laws. The defendant further averred that the plaintiffs' termination was lawful and that they were paid their dues.

3) When the suit came up for hearing, the plaintiffs summoned James Sibili (P.W.1), Michael Kimonyi (P.W.2) and Lawrence Kyalo Ndutu (P.W.3) to testify in support of their case. The defendant on the other hand summoned one Evans Kipnetich Mutai (D.W.1) to testify in support of its defence.

4) It is the evidence of James Sibili (PW1) that he together with Michael Kimonyi (P.W.2) and Albanus Ngwiri were appointed to represent over 820 former employees of Kenya Breweries Ltd in this suit. PW1 adopted the contents of his witness statement as his evidence in this suit. He claimed that he together with his colleagues were unfairly sacked by the defendant in contravention of the law through a flawed process known as Early Retirement Scheme which begun in 1994. PW1 further stated that the process for early retirement had conditionalities. PW1 also stated that he did not opt for retirement but he was nevertheless issued with an early retirement letter on 15.6.1998. P.W.1 further stated that they were retired in breach of the memorandum of agreement between their union and the defendant. Under the aforesaid agreement, the circumstances under which an employee can be retired and or sacked are specified. P.W.1 further pointed out that under Clauses 25 and 27 of the memorandum of agreement, the employer was allowed to terminate an employee from employment if the employer is making losses by declaring such an employee redundant. The witness also stated that the defendant begun the process of what it called re-engineering without consulting them nor their union. It was pointed out by PW1 that at no time did the defendant make losses, therefore it was not justified to force them into early retirement. It is the evidence of P.W.1 that he proceeded for leave when he received the letter requiring him to take early retirement. He said that when he came back from the forced leave he was issued with a letter showing him his exit package. P.W.1 alleged that the package was prepared by the defendant without prior consultation. He said that the decision to terminate his services took away his expectation to work until retirement. He stated that he together with his colleagues were not given a chance to explain themselves out before being declared redundant. P.W.1 further alleged that the defendant employed new employees to replace those who were unlawfully forced to take



early retirement and or declared redundant like him. P.W.1 averred that he was claiming for a refund of ksh.50,000/=, an amount which was retained by the defendant when he was forced to leave the defendant's employment. P.W.1 also pointed that there was a schedule showing what was due to each employee as a refund. In his evidence in cross –examination, P.W.1 stated that his contract of employment was based on the memorandum of agreement between their union and their employer, the defendant herein. He also averred that whatever agreement reached between the union and the employer bound them. P.W.1 conceded in cross-examination that they had no evidence that the defendant employed new employees after they were retired. P.W.1 also stated that though he had alleged that the defendant discriminated him he had no evidence to prove the allegation levelled against the defendant.

5) Michael Kimonyi (P.W.2) adopted the contents of the witness statement he executed as his evidence. He stated that he worked at the security section having been employed at the age of 24 years. PW2 claimed that he was forced by the defendant to take up early retirement after working for only 9 years vide a letter dated 17.8.1999. He alleged that he has never been paid the money the defendant deducted and retained after he left employment. P.W.2 claimed that there was no clause in the contract of employment which provides an early retirement. He also alleged that the defendant employed new employees after retiring them. PW2 stated in cross-examination that he was actually paid ksh.50,000/= but others were not paid. PW2 re-affirmed in his evidence in re-examination that there were no sufficient consultation before the implementation of the early retirement scheme.

6) Lawrence Kyalo Ndutu (P.W.3) also adopted the contents of his witness statement as his evidence in support of his claim and those plaintiffs whom he represented. In cross-examination P.W.3 stated that there was a memorandum of agreement between the union and the defendant which gave rise to the joint Industrial Council where he was a member. P.W.3 pointed out that the memorandum of agreement set out the amounts payable to him. P.W.3 conceded that he was paid the amount specified. P.W.3 also stated that the memorandum of agreement indicated that he was to receive computation from the financial accountant which he received but was not paid as was computed therein. P.W.3 was emphatic that the defendant has not paid all the amounts due the plaintiffs.

7) In support of the defence case is the evidence of Evans Kipngetich Mutai (D.W.1) the defendant's Human Resource Director. D.W.1 adopted the contents of his witness statement as his evidence. He stated that the memorandum of understanding between the defendant and the union was to determine the wages, hours of work and the conditions of employment of unionisable workers. D.W.1 stated that in the year 1997 the defendant underwent a re-engineering process in which a radical review of business to cut costs and improve efficiency by automation. This exercise, D.W. 1 said led to the closure of the defendant's Mombasa and Kisumu plants. D.W.1 stated the employees were allowed to opt for early retirement. This witness denied the allegation that the plaintiffs were discriminated. D.W.1 stated that there was an agreement between plaintiffs' union and the

defendant that the defendant would retain ksh.100,000/= to cover debts and or liabilities due to the defendant or Tembo Cooperative. In cross-examination, D.W.1 stated that the retirement age was set at 60 years. He also stated that the defendant came up with the idea of Voluntary Early Retirement before attaining the age of 60 years. DW1 stated that employees would write to the defendant requesting to take an early retirement. It is the evidence of D.W.1 that the document used to operationalise the early retirement scheme had given the defendant the discretion to reject or accept such requests. DW1 stated that the defendant reviewed its business and found that it had excess employees who needed to be of loaded having invested heavily in technology to improve efficiency. He stated that the Unions were engaged to set up the terms of redundancies and the defendant settled for redundancy and abandoned the Voluntary Early Retirement Scheme. D.W. 1 further stated that the defendant undertook what it called re-engineering to reduce costs of production and improve efficiency.

8) D.W. 1 claimed that there was a joint industrial council who met and agreed on Voluntary Early Retirement Scheme but he failed to tender in evidence the minutes of council meetings held. D.W.1 also stated that part of the initial payments were retained by the defendant. As for management employees, a sum of ksh.100,000/= was retained while a sum of kshs.50,000/= was retained in respect of unionisable staff. In his evidence in re-examination, D.W1 stated that there was an early retirement package which was voluntary but the same was subsequently there was termination which was not voluntary. D.W.1 denied that the calculations of the exit package were arbitrary. He stated that the defendant used the Kenya Revenue Authority tax calculation guidelines to employers to tabulate what was due to the employees leaving.

9) At the close of evidence, parties were invited to file and exchange written submission. Learned counsels appearing in the matter were also allowed to make oral highlights. Having considered the evidence together with the rival submissions, the following issues commend themselves for the determination of this court.

*i) Whether or not the early retirement scheme was carried out in contravention of the constitution and the existing contracts of employment.*

*ii) Whether or not the plaintiffs are entitled to a refund of the monies allegedly withheld by the defendant.*

*iii) Whether or not the plaintiffs are entitled to be paid their salaries upto the date of retirement.*

*iv) Whether or not the plaintiffs are entitled to general damages for loss of employment.*

*v) Whether or not the terminal benefits claimed by the plaintiffs are properly computed.*



10) On the first issue, it is the submission of the plaintiffs that defendant developed a voluntary early retirement scheme in which any employee who desired early retirement had to fill a given form and present it for consideration by the management and there was no guarantee that the request would be accepted by the employer. It was pointed out that some of the conditions which were to be fulfilled before an employee could be allowed to take up a voluntary early retirement included inter alia poor or low productivity, poor disciplinary record, poor health and that one should have attained the age of 50 years. It is also the submission of the plaintiffs that employees who were aged above 50 years would earn his/her salary upto the retirement age of 60 years. The plaintiffs have pointed out that the Voluntary Early Retirement Scheme did not achieve the desired results of getting many employees retire from their service. It is further the submission of the plaintiffs that without consulting their union the defendant unilaterally crafted a scheme to send home a number of employees. It is said that the defendant would send an employee on compulsory leave and upon his/her return, he/she would be issued with a letter of early retirement, letter of service and a schedule of computation of his/her dues and thereafter the employee would be asked to sign documents to clear and leave the company premises. The plaintiffs referred to this latter scheme as Unilateral Forced Early Retirement Scheme. In response to the plaintiffs' submissions, the defendant argued that the plaintiffs' union was consulted and made aware of the intended implementation of the voluntary early retirement scheme. The defendant relied in evidence minutes of a meeting of the Joint Industrial Council held on 11.08.2000. The defendant further stated that in implementing the early retirement scheme it did not discriminate against any employee. The defendant further denied breaching Sections 80 and 82 of the 1963 constitution. It also denied breaching the terms of the memorandum of understanding entered between it and the plaintiffs' union. I have carefully examined the minutes heavily relied upon by the defendant in respect of the meeting which took place on 11<sup>th</sup> August 2000. It is apparent that the early retirement scheme took place between the year 1997 and 2001. The minutes relied upon are in respect of a meeting of Joint Industrial Council meeting held on 11.8.2000. It is evident that the early retirement scheme was done more than three(3) years before the consultative meeting was held. The defendant did not tender minutes of any meetings held between the defendant and the plaintiffs' union prior to the commencement of the forced early retirement scheme. A critical examination of the minutes tendered by the defendant will show that the union had clearly stated that it had never been party to the forced early retirement scheme. In fact, the union clearly stated that the defendant had turned the initial voluntary retirement scheme to forced early retirement. After a careful evaluation of the evidence, I am convinced that the plaintiffs have shown that they were forced to take an early retirement without being consulted nor the participation of their union. The initial scheme was voluntary but the same was later forced through the plaintiffs' throats. The documentary evidence presented by both sides show that the plaintiffs' were employed by the defendant on permanent and pensionable terms and were each expected to retire at the age of 60 years. The plaintiffs have complained that their rights as enshrined under Sections 80 and 82 of the constitution (now repealed). The defendant has argued that the plaintiffs

Civil Case 279 of 2003 | Kenya Law Reports 2023 Page 5 of 83.



have failed to tender evidence showing that they were discriminated in the implementation of the early retirement schemes. It has emerged from the evidence tendered that though there was no open discrimination against the plaintiffs, it was not clear what criteria was applied in identifying those to take up early retirement. In the absence of a clear explanation, this court is entitled to infer that there was subtle discrimination as against the plaintiffs vis-a-vis those who remained in employment. The plaintiffs have also argued that their right to fair labour practices guaranteed under Article 41 of the Constitution of Kenya, 2010 were breached. In response to this submission, the defendant cited the case of **Alfred Asidaga Mulima and 2 others vs= Attorney General and 8 others, Nairobi C.A no. 179 of 2015** in which the Court of Appeal held *inter alia*, that a court cannot enforce rights created under the new constitution unless those rights were recognised and protected under the previous constitution. With respect, I agree with the defendant's latest submission. In the circumstances this court by inference finds that the plaintiffs' right to protection from discrimination under Sections 80 and 82 of the Constitution of Kenya (now repealed) was breached.

11) The other question which is related to the above is whether the implementation of the early retirement scheme was in breach of the contract of employment between the plaintiffs and the defendant. The plaintiffs have argued that the letters sending them home for early retirement cannot be treated as redundancies. They are of the view that the same were unilateral forced early retirement scheme.

12) The defendant on the other hand is of the view that as unionisable employees, the plaintiffs' terms of employment as per the memorandum of understanding provided for a declaration of redundancies described as loss of employment through no fault of the employee concerned. This court was urged to find that the early retirement scheme was redundancy as defined in the memorandum and the labour laws. The plaintiffs are of the view that the defendant was not justified to declare redundancies because no losses were declared and that the re-engineering process served no other purpose but was meant to increase profitability. The defendant was of the submission that as an employer it was permitted by law to declare a redundancy if the employer decides to reorganize its business to run more efficiently and profitably.

13) I have carefully perused the Collective Bargaining Agreement (CBA) executed between the defendant and the plaintiffs' union, the Kenya Union of Commercial Food and Allied Workers (KUCFAW) and the contract of employment. In the aforesaid documents, there is no mention of an early retirement scheme. There is no doubt that the early retirement scheme was a creation of the defendant. It has already been stated that the scheme was meant to be voluntary in the initial states. The plaintiff beseeched this court to treat the early retirement scheme as a form of redundancy. It is not in dispute in the C.B.A and in the contract of employment redundancy is stated to be one of the methodology in which an employees' employment could be brought to an end. It is expressly stated that redundancy should be with clearly laid down procedures. The C.B.A and the labour laws are very clear on



what conditions must met for redundancy to be applied. First, it must be justified and proven that there is need to reduce the number of employees in order to save the employer from collapse. Secondly, that the redundancy process and package must be negotiated and explained in advance to the persons affected. Thirdly, that there must be a clear criterion as to which employee would exit and why must be laid down. In this case the defendant failed to produce its annual statement of account to show its financial status despite having been served with a notice to produce by the plaintiffs. The plaintiffs' assertion that the defendant was then and has continued to-date on an upward profitability trend remains uncontroverted. There is no evidence that the process was negotiated by the employees affected. In the absence of the above mentioned features, it cannot be said the defendant's early retirement scheme can be treated as redundancy. With respect, I am convinced that the plaintiffs were justified to plead that the defendant's scheme was left at the whims of sectional head and was imbued with extreme favourism and discrimination. The plaintiffs were therefore right to claim discrimination since there were no guidelines to justify why they were retired while others of similar qualifications were left to continue to work. It is clear in my mind that the plaintiffs were removed from employment whimsically and without following the laid down labour laws and procedures. Consequently, the plaintiffs' termination and or dismissal is declared to be unlawful and therefore the plaintiffs are entitled to be compensated.

14) The second issue to be determined is whether or not the plaintiffs are entitled to be refunded monies withheld by the defendants. It is the submission of the defendant that the plaintiffs are not entitled to be refunded the aforesaid sum because the plaintiffs failed to specifically plead and prove save for the two plaintiffs who testified. The defendant further argued that most of the plaintiffs were paid back the refund after it was established that they did not owe the company money. The defendant also argued that the claim was not similar to each plaintiff. The defendant further pointed out that the schedules of payments prepared by the learned advocates were never admitted as exhibits in evidence. The defendant also argued that it has set up the defence which is to the effect that the claim for a refund is time-barred therefore the claim for ksh.20,775,152/= is not justified. The plaintiffs have beseeched this court to order the defendant to refund the monies it withheld as security. It is pointed out that the defendant has admitted having deducted the aforementioned amounts from the plaintiffs. The plaintiffs have urged this court to order the defendant to pay the claim as per the schedules provided by two firms of advocates. I have considered the evidence provided by both sides plus the submissions over this claim. There is no doubt that this claim was pleaded in the plaint. The plea may not have been precise due to the numerous number of plaintiffs. It is not in dispute that three plaintiffs testified on behalf of the rest of the plaintiffs and this is not unusual in representative suits like in this case. The defendant has stated that the claim is timebarred. It is unfortunate that the defendant has failed to lay both the factual and legal basis of this ground but it has instead made a general submission which did not help its defence. Both the plaintiffs and the defendant concur that the defendant retained from each employee either a sum of

ksh.50,000/= or ksh.100,000/= as security for the defendant company liabilities. The plaintiffs provided a full list of names and amounts of refunds due to each plaintiff. I have already stated that defendant has stated that the amounts were repaid to the plaintiffs. The defendant summoned its Human Resource Manager, (DW1), to testify in its defence. Unfortunately, DW1 did not produce in evidence any documents or form of evidence to prove reimbursement or repayment of the amount withheld. The plaintiffs produced in court in compliance with this court's directive two lists of claimants and the pay off schedules to confirm the deductions. The schedule filed by the firm of Namada and Co. Advocates dated 11<sup>th</sup> day of May 2016 shows that the defendant has withheld a sum of ksh.20,775,152 in respect of the plaintiffs whom the aforesaid firm represents. This document has guided this court to ascertain the amount withheld and not repaid by the defendant. The defendant has not controverted the schedule. It cannot therefore lie in its mouth to deny the same. There is no reason why the plaintiffs should not be paid this claim. Consequently the plaintiffs who are show in the schedule prepared by the firm of Namada & Co. Advocates dated 11.05.2016 should be paid a sum of ksh.20,775,144/= as shown in the aforesaid list as follows:

**NAMADA & CO. ADVOCATES - SCHEDULE OF PAYMENT**

NO.	NAME	DATE OF TERMINATION	AMOUNT PAID	AMOUNT TAXED OFF	AMOUNT WITHHELD
1.	URBANUS NGWILI	02/12/1997			
2.	MICHAEL KIMUNYI	17/8/1999	175,226/=	66,830/=	100,000/=
3.	JAMES SIBILI	15/6/1999	260,611/=	50,121/=	50,000/=
4.	SOPHIA WAMBUI	18/02/1999	570,743/=	69,321/=	
5.	ZACHARIA KATEE	15/09/2001	1,051,722/=	145,144/=	50,000/=
6.	REUBEN NOKATA	19/10/1998	661,578/=	95,667/=	
7.	JAMES NJOROGI	15/05/1998	370,291/=	65,717/=	15,000/=
8.	JOHN NJENDU KIRUBI	25/04/2003	649,432/=	183,216/=	50,000/=
9.	MICHAEL THINWA	01/07/2000	318,104/=	58,573/=	50,000/=



	KIBUI				
10.	PETER KAGIKA MUTURI	03/04/1998	688,238/=	92,522/=	100,000/=
11.	ATHUMANI OMARI	31/12/1997	584,889/=		
12.	PAUL GATHUKU	15/05/1998	166,148/=	23,743/=	50,000/=
13.					
14.	MOHAMMED SAID ALI	18/06/1998	166,148/=	23,743/=	50,000/=
15.	MATHIAS MUIA MWANTHI	17/08/1999	104,663/=	51,880/=	
16.	HELLEN MWELU JOSEPH	15/05/1998	61,702/=	7,205/=	
17.	TOM SILA MULUNDI	18/06/1998	574,890/=		
18.	WELLINGTON CHAPIA OKUYUMBA	18/06/1998	494,950/=	72,388/=	50,000/=
19.	HANNAH WAITHIRA WANJIRU	15/05/1998	414,429/=	48,107/=	50,000/=
20.	JAMES MUSUNZA MUTHUI	18/02/1998	198,656/=	36,083/=	50,000/=
21.	DAVID NDEGWA WANJOHI	18/06/1998	60,343/=	5,888/=	50,000/=
22.	JOSEPH MELAU TIOYANGA	18/02/1998			
23.	HENRY MBITI MULU	18/06/1998			
24.	SAMMY MADESHE	31/10/1999	451,385	59,261	

	SIMILA				
25.	JULIUS THEURI WARIGU	21/06/2000	218,507/=	49,352/=	148/=
26.	MARY NINGA KAMAU	15/05/1998	515,026/=	65,469/=	50,000/=
27.	BENEDICT MUTIE KATUKU	15/09/2001	1,038,820/=	290/=	
			7,796,501/=	1,270,520/=	765,148/=
28.	HEZRON KABURU BORO	12/07/2000			
29.	JOAN WAIRIMU KIGO	JUNE 1998	640,445/=	80,306/=	100,000/=
30.	DISHON MAINA NJOROGE	01/07/2000	94,999/=	36,125/=	100,000/=
31.	STEPHEN GITAU KIMEMIA	18/02/1998	771,694/=	178,456/=	50,000/=
32.	GAKWIL ERANA				
33.	CHARLES MBUTIA GITAGIA	18/06/1998	195,966/=	26,660/=	25,000/=
34.	MICAH HOSEA AYIECHA	22/04/1998	1,050,221/=	300,333/=	54,909/=
35.	PAUL KARIUKI WAHINGA	26/03/1998	130,625/=	22,507/=	72,000/=
36.	ROSINA TALASI MURINGA	15/05/1998	188,078/=	19,626/=	50,000/=
37.	JOHN MACHARIA MWARARI	31/03/1998			



38.	JOEL MUTISYA MUINDE	28/06/1995	654,369/=		
39.	JOHN MUNGAI NG'ETHE	31/05/1998	271,837/=	38,787/=	50,000/=
40.	ESHMAEL NG'ETHE MUNGAI	31/07/1996	1,178,854/=	551,782/=	
41.	BENSON BENARD MULAMA MUSONGA	10/07/1998	255,002/=	26,210/=	100,000/=
42.	SIMON MUNYUA KAMANO	21/06/2000	426,148/=	80,151/=	50,000/=
43.	BENARD ANJIRI MAKANGA	17/08/1999	101,918/=	24,135/=	100,000/=
44.	JOSEPH WAMBUGU WAHOME	26/10/2000			
45.	RICHARD NGAO	18/06/1998	1,165,897/=	141,715/=	100,000/=
46.	JAMES MUKUNDI GATHARA	20/08/2002	3,759,951/=	964,401/=	50,000/=
47.	HARUN ISMAIL SEBIT	30/04/1998			
48.	ABDUL ABDALLA MOHAMMED	22/04/1998	354,837/=	66,752/=	21,000/=
49.	DAVID MUTHAMA NDUNDA	31/03/1998	268,381/=	34,740/=	
50.	SEPHEN MWANGI KIAMA	17/08/1999	317,666/=	66,919/=	100,000/=
51.	PAUL JACKTON MALOBA	01/07/1998	215,798/=		

52.	MOHAMMED ABDULLAH KASIGARA	31/12/1995			
53.	EZEKIEL TOCHI MBINDI	10/12/1999	1,131,651/=	154,354/=	
54.	PETER MULI NYALA	30/06/1998	716,106/=	148,273/=	50,000/=
55.	JAMES WACHIRA NJAU	18/02/1998	1,117,400/=	190,250/=	50,000/=
56.	DANIEL KIHICO KIMANI	19/05/1998	623,148/=		50,000/=
57.	ALEX CHEGE MWANGI	27/07/1998			
			15,630,991/=	3,152,482/=	1,172,909/=
58.	CHARLES KIVATI NGAU	18/02/1998	838,597/=	125,227/=	50,000/=
59.	PETER OTHIAMBO OCHIENG	17/08/1999	295,235/=	61,896/=	100,000/=
60.	NAPOLEON NATHAN KAMAU	12/05/1995			
61.	JAMES WAIGWE MUTURA	10/05/1995	371,865/=		
62.	ABUDU JUMA WAZIRI	31/12/1997	455,454/=	65,133/=	100,000/=
63.	PETER MUNENE NDEGWA	31/03/1998	211,540/=	61,416/=	
64.	CLEMENT NJUNGE NDUNGU	31/10/1994	492,282/=		



65.	JOSHUA GILBERT	NGAHU	11/03/1998	458,798/=	69,072/=	50,000/=
66.	SALIM IBRAHIM	ISMAIL	30/04/1998	1,083,948/=	227,679/=	50,000/=
67.	MARK ABUOGA	MUKOYA	01/05/1998	1,488,533/=	228,034/=	50,000/=
68.	LAIRD SAMUEL	MUSHIMBA	15/09/2001	231,077/=	76,377/=	50,000/=
69.	ANN MWANGI	WANJIRU	15/05/1998	625,783/=	83,821/=	50,000/=
70.	GODFREY WANGIGE	GITHUI	18/06/1998	1,252,685/=	295,941/=	10,000/=
71.	GEORGE NYAMARURU	GWONDA	06/09/1999	588,429/=	112,173/=	100,000/=
72.	FRED KIARIE	MAINA	18/02/1998	762,170/=	107,624/=	50,000/=
73.	LEWIS MUGO	WAMBUGU	31/08/1999	846,797/=	147,013/=	
74.	FRANCIS NYARARA	NGUGI	31/03/1998	430,867/=	85,286/=	50,000/=
75.	FRED NYASAE	OSOKO	19/01/1998			
76.	JACKSON NZAU	NULI	30/06/1996	1,202,654/=		
77.	GEORGE MITHEKO	KANTI	15/03/1998	1,372,500/=	625,008/=	50,000/=
78.	JOSEPH ODUOR	ONDURU	18/06/1999			

79.	EDWARD MWAURA GACHIE	18/06/1998	50,000/=	34,788/=	
80.	JOEL MURIU KAMAU	31/10/2003	3,177,519/=	1,023,555/=	100,000/=
81.	JEREMIAH RAMBIKI MACHINI	30/06/1998	984,531/=	245,252/=	50,000/=
82.	ERASTUS KARAGO	29/04/1998	457,989/=		
83.	JOHN WABUGA KANGETHE	30/04/1998	561,161/=	79,759/=	50,000/=
84.	WYCLIFF WELINGA KHAYO	06/09/1999			
85.	STEPHEN NJENGA KAHUKU	31/03/1998	113,104/=	29,275/=	
86.	PETER KIRUKU	30/11/2003	809,602/=	429,699/=	50,000/=
87.	JAIR OOKUMU ONYANGOP	12/10/2001			
88.	JOHN KAMAU	18/06/1998	885,154/=	175,358/=	50,000/=
89.	GEOFFREY NJORGE	03/12/1997			
90.	GEORGE MUNYUA	13/04/1998	181,380/=	250,000/=	50,000/=
			20,229,654/=	4,653,386/=	1,110,000/=
91.	RAYMOND GACHOMBA	21/06/2000	304,632/=	95,262/=	
92.	CHARLES WAMBUGU MANGI	25/04/1996			
93.	JOSEPH OLOO	26/03/1998			



94.	JOSEPH KABOGO KARANJA	31/10/2003	567,224/=	305,700/=	
95.	FRANCIS OMONDI OBURE	24/05/1999	196,633/=	28,537/=	50,000/=
96.	REGINALD NGANGA JAMES	18/06/1998	588,141/=	146,701/=	50,000/=
97.	STEPHEN WAMBURA NJAU	31/03/1998	691,634/=	110,611/=	50,000/=
98.	MATHEW GICHUHI KIRAGO	26/06/1996			
99.	TONKEI OLE MAPI	31/03/1998	516,620/=	81,230/=	10,000/=
100	JOSEPH MUTINDA	22/04/1998	186,800/=	33,147/=	50,000/=
101	BENARD MWILU MWOLOLO	27/06/1995	1,104,412		50,000/=
102	JOYCE NYAWIRA	28/08/1998	570,619/=	94,995/=	50,000/=
103	LYDIA MWANGI	15/05/1998	63,590/=	11,652/=	
104	BONIFACE NGUI KIOKO	15/09/2001	1,287,489/=	197,264/=	50,000/=
105	BENJAMIN MUTISYA	22/04/1998	637,099/=	140,315/=	50,000/=
106	GRACE LILIAN ATHIANY	02/12/1997			
107	PETER KIRUMA	19/05/2000			
108	GEORGE CHARLES KIMOLO	17/08/1999	589,372/=	98,570/=	100,000/=
109	JOHN MATHINI	25/06/1998			

	MWAURA				
110	DAVID WACHIRA NDUNGU	31/03/1998	73,512/=	13,478/=	50,000/=
111	JAMES BEDAN KIGO	31/12/1998			
112	ANTONY KIOKO	31/01/1998	1,067,107/=	179,425/=	50,000/=
113	MOSES NJERU MURIUKI	21/06/2000			
114	MOHAMOOD HAMZA GITAU	30/11/1995			
115	MAINGI MUNGAI KAGIRI	17/07/2000	661,101/=	182,026/=	75/=
116	DAVID MWANGANG MASYA	31/12/1997	270,613/=	17,668/=	50,000/=
117	JOSEPH MBOGO MURAGURI	06/09/1999	758,881/=	136,438/=	50,000/=
118	MBUGUA KIMATU MBUGUA	26/04/1995	458,645/=		
119	MOSES KURIA MWANGI	18/02/198	1,037,906/=	235,641/=	50,000/=
120	JOHN RASAKI OYENG	06/09/1999	644,195/=	79,901/=	50,000/=
121	JOSEPH KIMANI	19/10/1998			
122	JOSEPH MWANIKI	27/06/1995	481,897/=	130,371/=	100,000/=
123	HERMAN NJOROGE	22/04/1998	567,788/=	123,624/=	50,000/=
124	DAVID KIMWELE	15/09/2001	450,239/=	116,799/=	



			13,776,059/=	2,559,355/=	960,075/=
125	PETER MYSYOKA MUSESI	30/06/1996			
126	MICHAEL NJOROGE KAMAU	05/07/2000	892,377/=	161,452/=	100,000/=
127	EDWIN RAGAK AWILI	31/10/1998	758,694/=		
128	CALEB OPUKA	25/07/2000	503,328/=	118,886/=	22,198/=
129	JANUARY KAKUI	02/12/1997	245,971/=	27,072/=	
130	ONESMUS KIRAGU	22/04/1998	720,254/=		
131	CHRISTOPHER MWANGI NGOBU				
132	GABRIEL NDUNGU	18/02/1998	197,048/=	34,867/=	50,000/=
133	JAMES NGANDU				
134	JULIUS NDUNI	22/04/1998	322,902/=	35,425/=	50,000/=
135	SAMUEL MBUGUA MWANJI	03/10/2003	1,529,969/=	702,256/=	
136	ZACHARIA KABIRU	22/04/1998	619,285/=	93,476/=	50,000/=
137	EDWARD NDEGWA	31/08/1998	2,220,330/=	537,356/=	
138	J. T. NANDIE	31/12/1997	820,518/=		
139	MWANIKI MUTUNGA NGULA	31/12/1997			
140	MICHAEL NDUTA	19/01/1998	917,485/=	116,351/=	50,000/=
141	JONATHAN NDOLO	31/05/1998	1,230,181/=	314,455/=	50,000/-

142	HARRISON MWIKYA	S. 15/05/1998	119,846/=	18,427/=	50,000/=
143	STANLEY MWAURA	M. 24/05/199	1,255,215/=	317,343/=	8,330/=
144	JOHN M. NJOROG	31/10/1994	367,974/=		
145	JOHN NJOROG GAKURU	03/04/1998	1,236,633/=	245,968/=	
146	CATHERINE WANJIKU KIMANI	24/06/1998	235,569/=	48,654/=	50,000/=
147	PHYLIS WAMBUI	26/04/1995			
148	RICHARD MURIITHI KARIUKI	30/06/1996	844,895/=		
149	DONALD OWINO OKELLO	18/02/1998			
150	ELIEZER ONCHIEKU	22/05/1998	1,257,726/=	153,399/=	50,000/=
151	STEPHEN N. KALII	10/03/1996	985,911/=		
152	DAVID WAWERU KARIUKI	31/07/1999	699,789/=		
153	NANCY E. NYAGA	22/04/1998	11,812/=	16,702/=	
154	ROSEMARY WANJIKU NJOROG	14/03/1998	153,596/=		
155	JAMES KANGETHE NDAI	31/10/1994			
			18,147,008/=	2,942,125/=	530,528/=
156	JAMES KARIUKI	KIHIKI 24/06/1998	154,789/=	20,103/=	50,000/=



157	GEORGE MBUGUA NJINO	31/03/1987	346,136/=	75,080/=	
158	ZACKAYO NGIMEI NDUATI	31/03/1998			
159	ERNEST GAKERO NDIRANGU				
160	GEOFFREY MBURU MUNGAI		357,115/=	63,139/=	
161	FELIX KIARIE MWANGI	18/02/1998	1,357,657/=	311,749/=	100,000/=
162	JOHN NJOGU GITONGA				
163	DAVID KIGURU MWANGI	18/02/1998	443,089/=	73,917/=	50,000/=
164	BERNARD MBETU	30/04/1998	1,050,188/=		
165	JOSEPH KEYA	18/06/1998	37,877/=	10,507/=	
166	PETER MAINA KAMAU	31/01/1998	558,630/=	81,876/=	50,000/=
167	FRANCIS K. NUGUNA	15/05/1998	927,936/=	134,036/=	
168	JULIUS NGUNJIRI WANYIRI	18/02/1998			100,000/=
169	EDWARD KARIUKI KAMWANA	31/03/1998	1,271,784/=		
170	JOHN NJOROGE MBAGO	18/06/1998	341,882/=	80,784/=	17,700/=
171	SIMON RUTTOH	31/07/1998	387,796/=	27,763/=	50,000/=

172	ROBERT M. MUTUNGA	17/02/2006	1,096,973/=		
173	ELIUD GITAU CHOMBA	30/06/1998	190,154/=	18,783/=	50,000/=
174	KITHUKA KIOKO	25/04/1995	391,779/=		
175	SOLOMON MUTISYA	15/09/2001	473,790/=	127,587/=	100,000/=
176	WILSON MUTUA MUTUNE	30/06/1998			
177	CHARLES WATHIGA	31/10/1998	1,002,489/=	144,056/=	50,000/=
178	MARCUS MURUBE	31/03/1998			
179	JAMES GITAU	18/06/1998	1,237,574/=		
180	JAMES MWANGI THUO	18/02/1998	2,553,840/=	82,277/=	50,000/=
181	LAWRENCE M. KUBURENDI	31/10/1998	751,217/=		
182	JOSEPH MWANGI KIMANI				
183	GEOFFREY K. MUCHEKE	18/06/1998	669,173/=	77,672/=	50,000/=
184	KEFFARS KARIUKI KAGUANYU	30/09/1998	372,756/=		
185	SAMMY MWANGI	18/02/1998			
186	NANCY MWANGI	15/05/1998	294,725/=	26,912/=	
187	DANIEL MAINA RUTUNU	31/07/1999	154,181/=	41,182/=	



188	ANN KAMBA	30/06/199			
			16,423,530/=	1,397,423/=	717,700/=
189	SAMUEL MUCHIRI MUIRURI	31/12/1997	264,144/=	26,093/=	100,000/=
190	BENSON IRUNGU MWANGI		1,947,067/=	285,158/=	100,000/=
191	JULIUS KARIUKI	02/12/1997	204,648/=	27,072/=	
192	JAMES N. KIRANGI	30/10/1998			
193	EDWIN KABUI KAHARA	31/10/1998	587,770/=	86,776/=	50,000/=
194	EUNICE WANJUGU KAHUIRIA	FEB. 1998	778,885/=	166,348/=	50,000/=
195	EDWARD N, KAIRU	25/04/1998	420,518/=		
196	JOSEPH M. NTHENGE	21/06/2000	406,638/=	80,638/=	50,000/=
197	MUEMA DANIEL	22/01/1998	206,000/=	33,147/=	50,000/=
198	NZIOKA WAMBUA	18/02/1998	1,119,592/=	213,583/=	50,000/=
199	PATRICK N. NDUNDA	22/04/1998	1,182,483/=	251,122/=	50,000/=
200	JONES KISANI NGULI	15/06/1999	269,603/=	51,845/=	
201	FRANCIS MATHEKA MULWA	11/05/1995	604,884/=		
202	DOMINIC NDERO	29/13/1996			
203	GEORGE NUANDIKO	26/03/1998			

	KATHISYA				
204	TOM KABITI VENGE	30/03/1998	1,319,207/=		
205	ROBINSON NDUNGU NGUGI	30/06/1998	1,134,231/=	170,182/=	50,000/=
206	AUGUSTINE MUTEMI	30/06/1998	179,072/=	19,489/=	
207	GEORGE MUIA MUISYA	27/09/1999	169,374/=	25,823/=	100,000/=
208	EVAN NJURI NGANGIRA	09/07/1998	709,130/=	122,624/=	
209	JOHN NGUGI WANJAU	31/03/1998	434,689/=		10,400/=
210	MUSA MBONGO	31/03/1996	890,489/=	229,035/=	10,000/=
211	DUNCAN MWANZIA		80,733/=		
212	DAVID NGUGI				
213	PETRONILLA WANJIRU	25/04/1996	662,952/=	171,872/=	
214	JOSEPH MATATA MUTUA	10/03/1996	595,706/=		
215	KADOGO PASCAL	04/06/1998	871,781/=	117,730/=	100,000/=
216	PATRICK KIBUNJA NDUNGU	18/06/1998	134,334/=	17,738/=	
217	MOSES MWIKYA LELU	18/02/1998	1,778,535/=		
218	EVANS MUROKO MITHAMO	03/12/1997	500,519/=		



219	FRANCIS K. MACHARIA	31/10/1994	629,413/=		
220	STEPHEN GITAU KIMANI	09/09/1998	148,083/=	46,029/=	50,000/=
221	JOSEPH KINYANJUI	22/04/1998	858,603/=	125,280/=	50,000/=
			19,089,083/=	2,267,839/=	920,400/=
222	LABAN GICHARA NJOROGE	28/06/1995	920,177/=		
223	JOHN KARANI JURIUKI	01/03/1998	840,040/=	111,611/=	50,000/=
224	JAMES MURIU GICHARU	30/06/1996	932,000/=		
225	STEPHEN WANGOMBE THEURI	15/12/2003			
226	NGUGI KIRAGU	18/06/1998	202,832/=	50,317/=	50,000/=
227	JULIUS N. MULI	31/10/1998	669,330/=	109,278/=	50,000/=
228	STEPHEN MUGO	31/12/1997	741,028/=	138,103/=	50,000/=
229	JAMES MUTHIMA MATHENTE	30/06/1998			
230	ABDALLA A. KIBARABARA	02/12/1997	154,220/=	27,072/=	
231	JOHN MUSERU WATAKO	18/02/1998	1,065,643/=	148,010/=	
232	BENJAMIN KAVOI MWIKYA		1,284,767/=	368,749/=	

233	SAMUEL MUNENE KAGUGANI	31/03/1998	424,524/=	101,888/=	100,000/=
234	BONIFACE WANJEMA NJENGA	30/06/1998	101,026/=	17,201/=	50,000/=
235	ISAAC MAINA	31/07/1998	366,058/=	40,508/=	50,000/=
236	TABITH NYOKABI NJUGUNA	15/05/1998	506,497/=	63,806/=	50,000/=
237	ROSE WANGARI	15/05/1998	535,814/=	67,046/=	50,000/=
238	RITALIND NJERI NJOROGE	18/02/1998	497,332/=	83,712/=	50,000/=
239	JOSEPH MUCHEMI MAINGI	18/02/1998	417,181/=	72,674/=	50,000/=
240	REUBEN MURIITHI MUNYIRI	28/02/1995	531,429/=		
241	DICKSON KINULA KITOO	22/04/1998	1,164,785/=	185,710/=	50,000/=
242	MOSES N. NJAGI	22/04/1998	279,985/=	48,995/=	50,000/=
243	TIMOTHY GATHUA				
244	G. M. NGARUIYA	18/06/1998	664,097/=	132,055/=	50,000/=
245	PAUL RIMUI MUHIA	30/04/2003			
246	JOHN KABAA	13/07/1998	705,118/=	14,378/=	
247	HASSAN SORA	18/02/1998	1,450,847/=	17,252/=	50,000/=
248	S. M. MUHIA	18/06/1998	1,596,866/=	59,948/=	50,000/=
249	DAVID MUTIND MWANGAGI	18/06/1996	894,915/=		



250	WILSON MABOI	31/12/1998	547,147/=		
251	JOEL MARIM TOO	31/10/1994			
252	JOHN MWANIKI	23/04/1998	1,040,562/=	190,969/=	50,000/=
253	JACKSON MULONZI	21/06/2000	22,940/=	38,371/=	50,000/=
			17,641,660/=	1,718,904/=	1,000,000/=
254	JOHN GITORO		97,568/=	14,777/=	50,000/=
255	JAMES AMOLO	17/06/1996			
256	SIMON MUTISYA	30/06/1998	193,392/=	36,107/=	
257	NELSON KINGA	28/06/1995			
258	KENNETH KAGETO				
259	KARIM H. KARIM	31/12/1997	460,155/=	62,059/=	100,000/=
260	SYMON WAIROBI GATUMA	23/04/2003	1,109,363/=	624,183/=	
261	PETERSON AIGURU	22/04/1998	668,587/=		
262	BENJAMIN WAMAI	31/05/1995	607,496/=		
263	JOSEPH MUTHAMA	31/03/1998			
264	WALTER ONG'ANG'O	31/12/1997	301,396/=	44,992/=	100,000/=
265	DANIEL MWAURA	31/03/1998	1,522,797/=	274,111/=	60,000/=
266	DOMINIC MURIU KUNGU	30/06/1998	160,792/=	19,506/=	
267	JOSEPH K. KUNGU	31/10/1998	246,644/=	27,363/=	10,000/=

268	PETER KIGUTA NDIRANGU		1,722,592/=		
269	CLEMENCE WAKESHO MWADIME	21/09/1995	373,448/=		
270	ALBANUS K. NZAU	21/06/2000	307,383/=	62,956/=	259/=
271	BENARD K. SILA	27/03/1995			
272	RAMADHAN NUGHASHE	27/07/1998	296,500/=	25,592/=	
273	YAHYA HUSSEIN GICHURU	11/02/1998			
274	MESHACK MOMANYI	17/08/1999	162,887/=	67,398/=	100,000/=
275	FRANCIS DAVID KIOKO	31/05/1998	1,448,399/=	216,625/=	50,000/=
276	STEPHEN NDERITU	25/04/2003	551,124/=	135,330/=	50,000/=
277	FRANCIS MURI MWANGI	23/04/2003	667,749/=	536,097/=	
278	HENRY SOMBA MAILU	25/04/2003			80/=
279	HUMPHREY RERE MBUGUA	09/03/1998	844,375/=	184,860/=	
280	MICHAEL N. MWANIKI	18/11/1998	678,681/=	109,486/=	50,000/=
281	IRENE NGURE NYAWIRA	31/05/1998	1,876,432/=	544,705/=	
282	BENARD NZIMBA	31/12/1997	647,696/=	88,120/=	100,000/=

283	CHARLES ODINGA	03/12/1997	918,899/=	209,842/=	
284	SILA MUYA	18/06/1998	468,366.86	107,451.50	50,000/=
285	FRED NGENO SOI	15/10/2001	551,503.66		
286	HADIJA NJERI ABDALLAH				
287			16,884,225.2	3,391,560.50	720,339/=
288	MARTIN NJIRAINI MURAGE				
289	FRANCIS KIMOTHO	19/10/1998	947,942.86	46,573.00	50,000/=
290	WILSON MURIITHI	18/09/1998	828,620.98	101,742.92	
291	DANIEL MAGOTHI MUHUYU	18/02/1998	672,349.50	137,712/=	50,000/=
292	GABRIEL M. METHO	21/06/2000	128,304.15	58,326.30	50,000/=
293	SOLOMON K. KARIO	18/06/1998			
294	AUGUSTINE NYAKONDO	23/04/2003	1,688,488.67	500,466.80	
295	CHRISPINE NYAGA	31/03/1998	526,674.90	110,323/=	
296	NICHOLAS MUTEI KIRIMI	25/04/1996			
297	ROBERT MURIUKI	31/10/2003	2,934,237/=	1,334,172/=	
298	PETER M. MBUI	18/02/1998	1,450,227/=	429,828/=	
299	MOHAMMED JOHN SHIKUKU	31/03/1998	995,586/=	169,451/=	
300	JUSTUUS MWANZIA	26/03/1996	715,413/=		



	MAITHYA				
301	MESHACK DERO	4/16/1998	248,171/=	179,209/=	
302	ABDURAHAMAN RAMADHANI	24/10/2001			
303	LAMECH MOGAKA	18/02/1998	190,257/=	32,273/=	
304	RICHARD AGUNDA MASINDA	15/06/1999			
305	PETER MURIU MUIGA	8/02/1998	575,823/=	99,927/=	50,000/=
306	PETER MUTURI NJOGO	25/04/2003	3,407,700/=	607,023/=	100,000/=
307	JAMES KIMANI WAINAINA	31/03/1998	127,142/=	27,964/=	
308	JOSEPH A. BWANA	27/03/1998	1,543,649/=		14,495/=
309	EDWIN NGANGIRA GATEI	18/2/1998			
310	NAHASHON M. KINGI	30/6/1995	452,217/=		
311	DAVID JOE MWANGI KARIU	FEB 1998			
312	SAMUEL NYANGIRA MUTEI	18/2/1998	937,490/=	244,129/=	50,000/=
313	ONESMUS N. NGOILOVOI	18/06/1998	673,236/=	76,995/=	
314	DAVID OLOO OUKO	30/4/2003	3,115,096/=		
315	GABRIEL NJUGUNA KARIUKI	13/3/1998	779,586/=	161,810/=	

316	JOHANA MUCHIMI WACHIRA	26/03/1998			
317	ELIUD OUMA GOME	15/06/1999	1,089,927/=	164,871/=	
318	JOHN BUNYI GICHARU	18/06/1998	882,407/=	126,363/=	50,000/=
319	FRANCIS NJAAGA TIFUS	31/12/1997	151,176/=	22,556/=	
320	STEPHEN K. MUNGAI				
321	MARGARET O. ODHIAMBO	15/05/1998	263,612/=	46,861/=	50,000/=
			25,325,333.06	4,678,572.02	464,495/=
322	GEORGE K. GICHOHI	26/03/1998	1,392,144/=	244,694/=	50,000/=
323	MARGARET W. KINYUA	26/03/1998	542,233/=	79,579/=	50,000/=
324	ROBINSON M. GAKUNJI	19/07/2000	598,906/=	141,114/=	50,000/=
325	JOSEPH MAINA MACHARIA	30/06/1998	641,440/=	61384/=	50,000/=
326	SAMSON ONYANGONGAO	3/10/2000	887,867/=		
327	CHRISTOPHER NDICHU MBOCHE	31/03/1998	478,121/=	87,494/=	50,000/=
328	DANIEL NJOROGE KAMAU	15/06/1999			

329	JAMES ABUKUSE OCHAMI	31/10/1994	400,137/=	61,690/=	60,000/=
330	KANYA KAMAU	31/10/1994	877,897/=		
331	SAMUEL GACHURI	15/09/2001	1,169,830/=	216,397/=	
332	ROBERT MUCHUNO NJUGUNA	19/05/1999	1,331,781/=	302,665/=	100,000/=
333	PEETR L. OPILI	21/10/1994			
334	EPHRAIM M. NJOROGI		1,436,118/=	584,266/=	10,000/=
335	PETER MBURU KIBUGI	1995			
336	ROBERT MBUTHIA MUNGAI	18/06/1996	1,833,305/=	153,532/=	
337	MACHARIA MUTURI	30/04/1998	728,690/=	80,619/=	
338	ISAAC NJINE KARIUKI	30/09/1995	928,103/=		
339	FRANCIS M. KANGANGI	18/06/1998			
340	JECONIA O. ANINDO	24/05/1999	436,711/=	55,688/=	50,000/=
341	SOLOMON OTIENO ANINDO	12/06/1998	1,204,466/=	193,295/=	50,000/=
342	JOSPHAT MUKUNDI KINUTHIA	25/04/1996			
343	FREDRICK KIBOI KIHORO	27/09/1999	962,401/=	142,766/=	



344	GEOFFREY WAIYEGO	18/12/1998	432,270/=	43,432/=	50,000/=
345	GORDON MISANGO	31/10/2003	1,429,927/=	579,210/=	
346	JOSEPH K. MAINA	17/07/2000	525,730/=	107,825/=	50,000/=
347	SIMON NJATHI MUTORA	28/02/1998			
348	SAMUEL M. THAIRU	31/07/1998	970,222/=	138,089/=	50,000/=
349	ALLAN KABUGI	31/07/1998	1,149,448/=	238,403/=	
350	JOHN MUTHORERI	22/04/1998	228,199/=	100,235/=	
351	IBRAHIM MURATHA	31/12/1997	874,041/=	201,248/=	
352	JUSTUS MUTEKI WAMBUA	31/05/1998	1,280,834/=	232,986/=	50,000/=
			22,740,911/=	4,04,611/=	720,000/=
353	ALRED KIBE	3/12/1997	1,670,343/=	106,013/=	
354	PETER GICHOBI	15/05/1998	761,043/=	136,728/=	50,000/=
355	ROBERT W. NDIANGUI		558,786/=	73,466/=	50,000/=
356	PHILIP KILONZO NWANZIA	30/06/1998	693,287/=	117,036/=	
357	EDWARD K. THAIRU	31/07/1998	244,578/=		
358	JAMIA A. BABALA	18/16/1998	1,309,650/=	174,727/=	100,000/=
359	JOSEPH WAITHAKA MBUGUA	5/05/1998	933,850/=	199,534/=	60,000/=
360	GEORGE M. THUO	31/10/1998			

361	JULIUS MWANGONDI	31/10/2003	1,531,701/=	566,738/=	50,000/=
362	GEOFFREY K. WAKABA	18/02/1998	768,062/=	153,429/=	50,000/=
363	BONIFACE K. MASAI	31/05/1998	1,223,068/=	213,403/=	50,000/=
364	NICHOLAS MACKENZIE	18/9/1998	1,219,092/=	195,994/=	50,000/=
365	DANIEL NGEWA KIOLI	20/09/1995			
366	BENJAMIN W. MATUVA	31/10/2003	1,161,562/=	564,155/=	50,000/=
367	ALEX WAMBANDI	15/05/1998	201,696/=	18,960/=	50,000/=
368	HARRISON AMULI	17/08/1999	284,301/=	50,729/=	100,000/=
369	PETER K. KIMANI	18/02/1998	150,877/=	23,682/=	50,000/=
370	HENRY K. KARANJA	22/04/1998	59,513/=	81,176/=	
371	FRANCIS BWIRE	31/12/1997	1,426,099/=		
372	MARTIN S. MUTUNGI	30/06/1998	195,293/=	18,584/=	50,000/=
373	WANJOHI WACHIRA	28/06/1995			
374	JAMES N, GICHEHA	31/12/1997	524,132/=	79,689/=	100,000/=
375	MICHAEL W. KARIUKI	31/12/1997	300,244/=		
376	HANNINGTON KAVU	18/01/1999			

377	CHARLOTTE MDOE	31/12/1977	26,514/=		
378	RACHAEL KAVU	31/12/1977	35,951/=	8,760/=	
379	LYDIA MBITHI	31/12/1997	549,254/=	86,068/=	100,000/=
380	MR. IRUNGU KAMAU	31/12/1997	286,278/=	42,930/=	100,000/=
381	BARRACK HABWE	28/06/1995	2,227,153/=	21,364/=	
382	JONATHAN M. SUMUNU	31/03/1998	213,719/=	61,700/=	50,000/=
383	ROBERT G. MBOA	31/03/1998	415,927/=	76,355/=	50,000/=
384	LEONARD K. IRUNGU				
385	ANDREW N. KARIUKI	1998			
386	HERMAN G. MBUGUA				
			18,971,973/=	3,071,220/=	1,160,000/=
387	THOMAS M. MUTUKU	31/12/1995	480,966/=		
388	JULIUS G. MACHARIA	31/12/1997			
389	JOSEPH KOROSI	31/12/1997	150,582/=	11,768/=	50,000/=
390	ERNEST KOSKEY	30/06/1998			
391	FREDRICK KIRUGA	31/05/1998	708,553/=		
392	DANIEL MACHARIA	16/11/1994	506,099/=		



393	JIM KABUE	31/03/1998			
394	JOB MWANZIA	30/06/1998	50,7296/=	54,935/=	
395	JOHN M. KIILU	28/02/1998	469,032/=	91,056/=	50,000/=
396	CHARLES OUMA	26/03/1998	128,847/=	30,984/=	100,000/=
397	TERRY G. WALKER	28/03/1995			
398	SIMON K. MWANGI	30/05/1998			
399	JOHN C. NDUATI	24/06/1998	517,602/=	72,462/=	50,000/=
400	JONATHANN MUIGAI	6/03/1998	567,644/=	84,070/=	50,000/=
401	LAWRENCE NDUNGU NGUGI	31/05/1995	383,012/=		
402	JOHN M. MALUKI	30/09/1995	367,044/=		
403	DAVID MUNGAI	20/08/2002			
404	WARIO J. BONAYA	24/05/1999	803,229/=	132,938/=	
405	TIMOTHY S. KIILU	3/12/1997	1,758,824/=	381,813/=	
406	ISAACK N. NGUGI	21/06/2000	95,868/=	32,226/=	
407	JULIUS KM MBUTHIA	30/06/1998			
408	RICHARD S. KILONZO	31/12/1997	786,632/=		
409	MARTIN NJOROGI	18/06/1998			
410	GEORGE N, KARIRU	30/04/1996	749,258/=		
411	SIMON K. MBUGUA	31/03/1998	1,155,927/=	149,473/=	

412	DICKSON NJOROGE	13/12/1997	999,241/=		
413	CHRIANT KINYALE	9/06/1998	260,040/=	48,317/=	
414	PATRICK N. KIMATA	18/06/1998	908,757/=	194,835/=	50,000/=
415	ALFRED B. OBUNGA	15/03/1996	1,249,200/=		
416	JAMES ANGAWA ONYANGO	MAY 2003	135,939/=	140,925/=	100,000/=
417	SAMUEL KAHUNYO	30/06/1995			
418	DAVID KAMANGA	30/04/1998			
419	JOSEPH K. MBUGUA	22/07/200	205,415/=	46,677/=	50,000/=
420	ROBERT M. KITHEKA	31/03/1998	1,211,260/=	280,707/=	60,000/=
421	STEPHEN W. KANYI		14,650,687/=	1,753,176/=	660,000/=
422	LOIS WAMBUI NDIRANGU	18/02/1998	786,645/=	180,858/=	
423	PETER THEURI	1/07/1998	415,881/=	68,325/=	
424	F. M. GATHIRU	3/12/1997			
425	KITEMA KIMULI	31/10/1994			
426	JOSEPH IRUNGU WAHAGI	26/03/1998	401,680/=	73,011/=	50,000/=
427	PETER KIHARO	18/02/1998	1,008,182/=	268,442/=	100,000/=
428	MAHARIA RERAI	18/02/1998	633,600/=	83,339/=	50,000/=
429	EDWARD BENSON THAIRU	25/04/2003	1,409,514/=	274,129/=	

430	ELIUD MUCUNU KARIMI	26/07/1994			
431	JOSEPH MUHUNI NJORGE	22/10/1994	705,214/=		
432	JOSEPH WANYAMA	18/06/1998	231,103/=	44,671/=	
433	LEONARD NDAWA MBULU	1999			
434	JOSEPH KIPNGETICH KIRUI	30/06/1998	361,866/=		
435	CHRISTOPHER MARITIM	20/11/1998	443,257/=	61,094/=	
436	JAMLECK WAMAI NDIRANGU	26/03/1998	177,687/=	35,460/=	
437	MUNENI KIRUBU				
438	PETER MAITHYA MWENGA	30/06/1996	819,236/=		
439	PETER MUCHIRI MWANGI	18/06/1998	519,758/=	72,995/=	50,000/=
440	PETER HUMPHREY KARIUKI				
441	FRANCIS KIMANI	30/06/1998	468,533/=	76,324/=	50,000/=
442	GEORGE KIMANI NUTHONI	12/07/1999	130,014/=	49,586/=	
443	CHARLES MAINA GITHINJI	25/04/2003	1,208,923/=	283,851/=	100,000/=
444	SIMON M. GICHU	22/05/1998	576,526/=		



445	NJAMBI NGAARA				
446	LEONARD KITUMBA KAVULUNZE	21/06/2000	220,258/=	45,938/=	50,000/=
447	JOHN MWANGI MWANIKI	10/12/1999	179,939/=	23,066/=	100,000/=
448	SAMMY KINYUGO KIHUNGU	31/03/1998	390,310/=	63,367/=	
449	PAULINE WAIRIMU	2/12/1997	923,188/=	70,315/=	50,000/=
450	DAVID M. KITAKA	18/06/1998	87,918/=	124,498/=	
451	PETER MUTEI KILONZO	15/06/1999	266,429/=	57,706/=	50,000/=
452	EDWARD MUTHUSI MUSILI	19/10/1998	189,807/=	17,298/=	50,000/=
453	SAMSONM MUASYA MUTUNGU	31/12/1997	319,583/=	37,134/=	100,000/=
			12,875,01/=	2,011,107/=	800,000/=
454	DENNIS KINYUA NYAMU	6/09/1999	329,647/=	81,645/=	100,000/=
455	MICHAEL OKUMU LAZARUS OPATA	23/03/1998	1,230,476/=	226,152/=	50,000/=
456	GERALD KIBUTHU	22/04/1998	304,975/=	51,936/=	50,000/=
457	DANIEL NYOIKE NGANGA				
458	CHRISTOPHER KIBUTHU	22/04/1998	1,131,941/=	276,690/=	50,000/=
459	PATRICK MUNYIRI	20/03/1998	643,836/=	124,417/=	50,000/=

	GICHUKI				
460	DAVID NGANGA WAMAI	30/06/1996	1,016,293/=		
461	PETER KARIUKI NGIGI	26/03/1998	581,056/=		
462	ONESPHOROUS K. KARIANJAH	30/04/1998	1,087,307/=	199,727/=	50,000/=
463	JOHN KAMAU	17/01/2008	1,020,195/=	308,467/=	100,000/=
464	JACKSON KIVIUITU NGUNZE	22/04/1998	694,446/=	144,419/=	50,000/=
465	NELSON MAKUMI MANGI	3/07/2000	682,069/=	140,832/=	50,000/=
466	WILLIM K. MUNGUTI	9/05/1995	3,009,242/=	107,742/=	
467	JOHN BWALA OBWOGO	28/02/1995	677,598/=		
468	SAMMY WANJOHI GITHINJI	31/03/1998			
469	FREDRICK GICHUMA KAGWAINI	31/03/1998			
470	ALBANOS KITAKA MULWA	21/06/2000	883,142/=		
471	MWASYA MULIKO KATHUKU	30/06/1995	622,339/=		
472	CHARLES NJOROGE MACHARIA	31/10/1994	672,069/=		
473	JOHN GICHOMO	30/03/1998			

	NGIGI				
474	FESTUS OWINO ODANDO	6/09/1999	99,888/=	16,425/=	
475	BENARD GITHAIGA GITHUI	30/06/1998	345,814/=		
476	BENEDICT MBILO JOHN	31/12/1997	763,155/=	98,339/=	100,000/=
477	RAHAB MUKAMI WANJOHI	18/02/1998	173,056/=	33,728/=	50,000/=
478	GEORGE WAWERU KIMANI	18/06/1998	1,135,309/=	197,216/=	50,000/=
479	DANSON NYAGA NGARI	31/03/1998	265,254/=	29,431/=	
480	CHARLES MBURU KINYANJUI	30/10/1994			
481	DAVID KAHURA KIMOTHO	31/08/1998	352,806/=	183,518/=	
482	ZACHARIA INJELULA	31/12/1997	485,408/=	170,907/=	
483	DANIEL MULWA MUSAU	31/10/1998			
			18,207,321/=	2,601,713/=	750,000/=
484	JAMES MWANGI WAINAINA	31/05/1998	413,689/=		
485	PAUL MUIYA MUIA	19/10/1998	684,013/=	113,732/=	50,000/=
486	BENARD KIMANZI MASILA	25/07/2000	530,482/=		
487	FRANCIS KAIRU	18/06/1998	170,220/=	55,511/=	



	THAIRU				
488	ERNEST IRUNGU WACHIRA	31/03/1998			
489	SAMUEL THUO KIMANI	11/05/1995			
490	JEREMIAH MJLANDI	18/06/1998	724,328/=	131,803/=	
491	MATTHEW KARIUKI MUCEMBI	25/02/1996			
492	PETER THIRIKWA MWANGI				
493	JOHN KINUTHIA MURIUKI	31/10/1994			
494	WILLIAM MUSYOKA MUTUKU	31/12/1997	378,897/=	52,644/=	
495	GEORGE MWATHI	24/05/1999	402/824/=	63,956/=	50,000/=
496	NDUNGU NJORGE	31/10/1994			
497	JAMES MUIGAI KIRAGURI	30/06/1998	262,446/=	5,034/=	50,000/=
498	STANELY MBURU NGIGI	26/10/2001	268,026/=	69,135/=	
499	STEPHEN MURIUNGI NCEEENE	20/03/2006	1,196,298/=	573,932/=	50,000/=
500	TITO KAKULI	26/03/1998	433,704/=	74,205/=	
501	KEFAH ANYANJE	18/02/1998	674,118/=	83,289/=	
502	PETER MWANGI KAGWANJA	15/05/1998	123,382/=	7,686/=	

503	STNALEY KIIMU RINGERA	12/02/1996			
504	PETER ANTHONY MUREITHI	21/06/2000	143,809/=	306,442/=	100,000/=
505	MUTHUI MUSYOKA	31/10/1994			
506	NASHON MUIGAI KAGO	20/07/2000	284,309/=	60,205/=	50,000/=
507	JUSTUS MBAYI ABALA	15/06/1999	302,962/=	69,044/=	
508	TAABU ALI GUCHU	2/12/1997			
509	MOHAMMED ALI GODORO	26/13/1998			
510	JOSEPH WANDERE DOTO	15/05/1998	529,111/=	91,635/=	
511	ESTHER KINGESI	30/08/1999	307,699/=	80,677/=	50,000/=
512	FRANCINAH NUGUNA ICHAGICHU	18/02/1998	261,719/=	40,677/=	30,000/=
513	JOSEPH KIIO MUTUNGI	25/04/2003	3,054,647/=	623,001/=	
514	PATRICK MUTUA KIILU	30/08/1999	1,422,243/=	158,525/=	
			12,568,926/=	2,661,133/=	430,000/=
515	MWINZI MULI	26/03/1996	513,956/=		
516	DANIEL MUTUA	18/09/1998	238,372/=	19,052/=	50,000/=

	MWANZIA				
517	TITUS MWANGI KAMAU	18/02/1998	1,933,451/=	378,110/=	50,000/=
518	FRANCIS KAPALA	02/06/1995			
519	JULIUS NDUNGU KINYUA	21/06/2000	283,861/=	66,051/=	100,000/=
520	JOSEPH NTHIWA NTHUKU	16/11/1998	285,623/=		50,000/=
521	ROBINSON ODHIAMBO	31/10/1998	590,294/=	83,577/=	50,000/=
522	SILAS OKEYO ASKO	09/11/1998	571,627/=	89,349/=	50,000/=
523	FRANCIS MBAI KITELA	31/03/1998			
524	JONATHAN KAMANDE THIRU				
525	PETER WACHRA NJUKI	22/05/1995			
526	BERNADETTE NGUTA MWIKALI	15/05/1996	799,187/=		
527	JOEL MUA ULANGA	30/04/1995	919,659/=		
528	NZUKI MUTUA	30/04/1995	466,285/=		
529	GEORGE MUINDE NYUMU	31/03/1998	442,537/=	80,090/=	50,000/=
530	SEPHEN MWANGI KANYI	15/06/1999	177,810/=	76,198/=	
531	DAVIND KANYI MUNYUNGI	31/10/1994	1,508,162/=		



532	SIMON WACHIRA NDUGIRE	19/10/1998			
533	GODFREY MWANGI MUTHUMBI	08/06/1998	472,194/=		
534	LAWRENCE KINYUA GEORGE	14/02/1995	733,752/=		
535	JOHN GATEI NGANGIRA	31/05/1998	230,522/=	31,258/=	
536	JULIUS MITHYA	18/06/1998	185,170/=	8,201/=	50,000/=
537	MWANZIA MALUTA		174,709/=	36,312/=	
538	BEATRICE KIBE AIGUMO	31/07/2001			
539	JOHNSON KARANJA KAMAU	01/05/1996	1,966,871/=		
540	SWYNNERTON NAZOI ACHALA	5/02/2001	465,542/=	106,107/=	14,000/=
541	LAWRENCE NGUGI NGANGA	19/11/1996	183,284/=		
542	BACHO KIHONO	10/03/1996	857,549/=		
543	STEPHEN GITAKA MWAURA	30/06/1996	1,104,682/=		
544	JOSEPH ABUOGA OKEDAH	13/05/1998	1,070,111/=		
			16,175,210/=	1,172,764/=	514,000/=
545	PETER GICHANGA MUTHUNGU		2,663,046/=		

546	JOHN MWANGANGI MWABU	20/09/1995			
547	SOLOMON SONYI MUTEMI	31/10/1998			
548	SAMUEL NGANGA	28/06/1995			
549	PETER NDETI KITUKU	18/02/1998	625,794/=	89,435/=	50,000/=
550	JOHN NDEGWA NGURIBU	10/03/2006			
551	ANASTASIA NGINA MULWA	17/08/1999	69,285/=	53,502/=	50,000/=
552	CHALES MURIUKI GATHURA	30/06/1996			
553	ADRAIN KANGORO LAIKURU	24/05/1999			
554	NICHOLAS IRUNGU GICHARU	18/02/1998	169,816/=	23,820/=	
555	JOSEPH NYAKUNDI NYANGAU	3/06/1998			
556	DAVID NJOROGE KAMAU	28/06/1995	462,024/=		
557	OMAR ALI	2/12/1997	701,697/=	11,515/=	100,000/=
558	AHMED MOHAMMED KOMBO	31/12/1997	661,610/=	115,221/=	100,000/=
559	PETER NJUGUNA	31/07/1998	266,236/=	23,845/=	

	MARARO				
560	CHARLESTONE MBUVI	30/06/1999			
561	GEORGE KARIUKI KIBE	31/12/1997	1,746,723/=	1,746,723/=	536,808/=
562	JEREMIAH BAIBAYA	28/02/1999	893,822/=		
563	JOHN AUPDO	22/04/1998			
564	CHARLES GATHUTHI	28/02/1998	537,122/=	114,649/=	50,000/=
565	JAMES MWANGI HOROHO	21/10/1994			
566	WYCLIFE GESICHO MOEMI	21/06/2000	31,590/=	78,729/=	
567	ETHAN MURAGE NGECHO	2/16/1995	827,792/=		
568	AHMED KIARIE NJONGE	2/12/1997			
569	MWINYUI JUMA WAZIRI				
570	FRANCIS KASING MASILA	15/07/1999	2,425,111/=	996,778/=	200,000
571	PETER MWALUGA MUYUSA	21/02/2006	2,080,846/=	965,888/=	100,000/=
572	NICHOLAS MGWILI KAVOI	18/06/1998	344,573/=		
573	FLORENCE MUSAU	18/06/1998	150,764/=	160,030/=	200,000/=
574	BENSON WAWERU		582,321/=	145,940/=	7,000/=



	KIRAGU				
575	SAMUEL NJENGA GACHEMI		212,931/=	64,703/=	
			15,453,103/=	4,590,778/=	1,393,808/=
576	LYDIA MENE MUSYOKI	13/05/1998	180,340/=	19,713/=	
577	JAMES MICHINO	09/04/1998			
578	IBRAHIM WACHIRA BILALI	31/07/2000	1,556,354/=		
579	JOHN KINGI	15/05/1998	376,683/=	64,213/=	50,000/=
580	KIMWELE KIMANZI	31/04/1994			
581	PETER KIMANI GICHINGA	18/02/1998	833,390/=	116,680/=	50,000/=
582	JULIUS NDERITY KABUBI	03/07/2000	743,048/=	163,155/=	1,000/=
583	KENNETH GICHINA THUO	31/12/1997	231,695/=	13,805/=	100,000/=
584	NAPHTALY KUNYIHA	3/12/1997	1,569,757/=	493,759/=	
585	FELICITAS NDUNGE SILA	31/12/1997	1,353,878/=	227,757/=	150,000/=
586	PETER KIMATA	30/11/2003			
587	MIRRIAM SIMILA MAYANGA	30/09/1998	297,595/=		
588	RAPHAEL WAINAINA MBOGO	18/06/1998	2,491,197/=	953,287/=	100,000/=

589	FRANCIS MAINA KIEME	30/05/1998			
590	MUTETI NDAVI				
591	PERIS OGANDA	20/06/1998	59,563/=	11,833/=	30,000/=
592	NICHOLAS KARANJA	18/02/1998			
593	MARY KABIRU	31/05/1998	192,730/=		
594	JOHN NGONDU NJERU	18/06/1998	36,856/=	12,340/=	25,000/=
595	MWANDIKWA MUNYASIA	06/03/1996			
596	FRANCIS MUINDI KIOKO	31/10/2003	1,580,949/=	689,054/=	
597	BENSON KABUGI	18/06/1998	738,188/=	196,632/=	50,000/=
598	JOHN KIBE WANJA	28/02/1995			
599	GEORGE MBITHI MUSAU	31/05/1998			
600	HUMPHREY N. KINYUA	15/02/1999	1,037,222/=	290,511/=	50,000/=
601	ALBERT N. KIHARA	31/07/1998	482,686/=	76,034/=	50,000/=
602	DAVID THAIRU GATHECA	18/09/1998			
603	DANIEL NJUGUNA NGANGA				
604	TUGAA IDI	15/05/1998	596,462/=	78,885/=	50,000/=
605	JAMES MURAI	18/06/1998	390,474/=	83,462/=	50,000/=

	KINYANJUI				
606	JOHN MAINA	31/10/1994			
607	COSMAS KIOKO MASEE	30/06/1998	718,047/=		
608	MUTHUI MULYONGOI	30/04/1996	982,019/=		
609	ELIJAH NJUGUNA	21/06/2000	49,149/=	159,287/=	
			16,498,282/=	3,700,407/=	756,000/=
610	PETER NDUNGU	31/10/1994	720,532/=		
611	JOSEH MJOMBA MWANYALO	31/12/1997	257,492/=	15,306/=	100,000/=
612	MWAURA WARUA	31/05/1995			
613	JORAM MGANGA MWANJALA				
614	GEORGE H. KATSENGA	2/12/1997			
615	HEZRON NDOKOLANI KITSAU	2/12/1997			
616	GEORGE NZYUKO	2/16/1995			
617	MARY AUMA ODONGO				
618	PETER SHIMBA CHOLA	31/10/1994	426,260/=		
619	MUMBA NZULA MWAGANDI	31/12/1997	874,286/=		
620	MUSILI MANGULU	30/09/1995	627,639/=		



621	PIUS MANYATA WAHOME	17/02/2006	18,862/=	63,359/=	50,000/=
622	ALBERT MURIITHI	3/12/1997			
623	SALIM WAFULE WABWILE		50,000/=		
624	DICKSON NZOMO MUTUA MUSYOKI		452,790/=	72,629/=	60,000/=
625	NASHID DICK JAMES		1,209,341/=	268,531/=	100,000/=
626	JAMES T. CHEGE	31/05/1995	555,050/=		
267	GERALD M. KARIUKI	27/06/1998	171,616/=		
628	FRANCIS M. MBONDO	19/10/1998			
629	JULIUS M. KAMAU	18/06/1998			
630	MBURU NGANGA				
631	GATHIMBA MACHARIA	30/04/1995	1,100,584/=		
632	JOSEPH MWANGI KAMAU				
633	RICHARD KIPLAGAT A. TEGET	31/10/1998	1,194,467/=	341,476/=	
634	KAMBI MWINYI	31/12/1997	637,977/=	90,015/=	100,000/=
635	OMAR MATANO SHABAN	31/12/1997			
636	GERALD G. MAINGI	22/04/1998	156,165/=	16,818/=	

637	VERONICA W. KAANJA	21/06/2000	1,202,024/=	354,378/=	
638	FRANCIS N. GITAU	15/05/1998	1,018,428/=	232,714/=	10,000/=
639	FLORENCE MUTHONI MAINA	15/05/1995			
640	JOSEPH ONDIEKI	31/10/2003			
			10,673,513/=	1,455,266/=	420,000/=
641	EDWARD MBUTHIA WAITHAKA	3/12/1997	1,270,534/=		
642	PETER MUTUURA KAMAU	18/02/1998			10,000/=
643	JOSEPHAT MUTUKU MWINZI	31/10/1998	945,665/=	140,705/=	50,000/=
644	GEOFFREY MUTUKU MUTISO				
645	JOSEPH WACHIRA MUNENE	18/02/1998	509,149/=	78,241/=	
646	ALICE K. MUNYAO	3/12/1997			50,000/=
647	JUMA ABDALLAH WAZIRI	31/10/1994			
648	JOHN NJOROE	30/06/1995	688,535/=		
649	MELECKI W. ODONGO	18/06/1998	1,381,323/=	218,196/=	50,000/=
650	JEMIMMAH WANJIRA				

651	FELIX MAINA	18/02/1998			
652	OWEN J. MBUGUA	18/06/1998	297,240/=	45,749/=	50,000/=
653	CYRUS MUCHIRI KANYANGO	25/04/2003	1,059,313/=	295,959/=	50,000/=
654	MARY VIOLENTINE ANYANGO	09/06/1998	44,184/=	7,397/=	25,044/=
655	GEOFFREY KINYANJUI MATHEA	18/02/1998	315,632/=	75,531/=	20,000/=
656	LAWRENCE M. MWANGI	18/02/1998			100,000/=
657	IRENEN W. MWANGI	10/12/2014			
658	WILFRED NGETI MANAMBO	31/12/1997	171,459/=		
659	JOAB ATTE OKADA	APRIL 1998			
660	SIMON MAKAU	18/06/1998	34,681/=	24,123/=	10,000/=
661	MAURICE APIYO OJOWI	18/03/1998	1,559,967/=		
662	KARIKI GACHOKA	19/10/1998	539,796/=	74,408/=	50,000/=
663	SAMWEL M. KARANJA	26/03/1998	1,530,368/=	253,208/=	50,000/=
664	LIVINGSTONE ATIATO ASILU	23/07/1998	94,808/=	7,870/=	10,000/=
665	STEPHEN M. GITONGA	18/06/1998	17,893/=	23,306/=	
666	JOSEPH MAINA		113,789/=	15,004/=	10,000/=



	GITHINJI				
667	JONATHAN KENDUIYWA	29/11/1998	1,290,346/=	210,996/=	
668	DAVID KIPLAGAT LABOSO	15/07/1999			
669	KIBUNUS ARAP TANGUS	22/10/1994			
670	SAMWEL R. SUIYON	18/12/1998			
671	RICHARD KIPTOO CHERUIYOT	15/07/1999	28,681/=	59,141/=	
			11,893,363/=	1,528,834/=	535,044/=
672	WILSON CHEPKWONY ARAP RUTO	22/04/1998	1,193,717/=	223,689/=	50,000/=
673	JOEL KIMUTAI SANG	26/03/1998	985,180/=	245,935/=	50,000/=
674	FREDRICK M. SERENGE	17/08/1999	99,830/=	54,357/=	
675	FESTUS LUMITI SERENGE	28/03/2006	1,182,213	327,601/=	50,000/=
676	BRIAN JEROME NGOLO	31/12/1997			
677	PAUL OMBUI RASUGU	31/10/2003	668,183/=	299,699/=	50,000/=
678	PETER N. GICHANGA	1/01/1998			
679	BEN NJOROGE NGUGI	30/09/1995	493,241/=		

680	DANIEL THUO WANJOHI	18/06/1998	714,132/=	165,373/=	50,000/=
681	DOMINIC G. THARAMBA				
682	SIMON PETER GIKONYO	22/05/1995			
683	SIMON KIMANI KAMWEMBU	19/01/1998	188,293/=	21,018/=	50,000/=
684	PAUL SERENGE AMWAYI	31/10/1994	329,043/=		
685	JAMES Z. ITHUMBI	31/12/1997	441,097/=		
686	ABDALLA M. MWAKIDUDU	2/12/1997	284,416/=	23,373/=	
687	ONESMUS M. HEZRON	21/06/2000	502,829/=	94,799/=	50,000/=
688	ZEDI MOHAMMED OMAR	02/12/1997			
689	JOHN MBUI NYAGA	31/07/1998	765,402/=		
690	HENRY PAULO THIONGO	19/01/1998	283,721/=	36,833/=	10,000/=
691	C. K. MBERIA	10/12/1999			
692	JOHN MBUGUA WANYOIKE	31/12/1997	781,888/=	127,544/=	
693	FRANCIS KINYANJUI	17/08/1999	737,564/=	17,955/=	100,000/=
694	KAZUNGU KIANGWA	2/12/1997	287,310/=	23,804/=	

695	DAVID GITHINJI WAWERU	18/02/1998	969,152/=	175,736/=	50,000/=
696	NICHAEL NZEKI MUTNE	30/06/1998			
697	JOSEPH NGUGI NGANGA	31/10/2001	496,972/=	108,856/=	
698	JUMA MZEE ALI	28/10/1994	588,871/=		
699	HARUNMBUGUA MIINGI	2/12/1997	164,887/=	8,396/=	
700	JAMES PAUL OSIDIANA	15/06/1999	815,975/=	152,363/=	60,000/=
701	ISAAC LESEREWAN OLE NAIKUNI		107,392/=	26,185/=	
702	WILLY MBURU THUKU				
703	LUCY WANJA KARIUKI	15/02/1998	672,102/=	88,524/=	50,000/=
			13,753,411/=	2,222,040/=	620,000/=
704	AMOS WAITHAKA NOROGI	31/10/1994	866,748/=		
705	SAMWEL MUCHAI NJIRIRI	1/03/1998	1,696,336/=		
706	JOSEPH M. MUTIO	21/04/1975	1,271,373/=	248,344/=	
707	JOHN RIGUGA MUREHIA				
708	GEORGE KURIA GITHINJI	14/07/2000	435,379/=	34,256/=	185/=



709	JOSEH MUSUMBA	31/10/1998	828,417/=		
710	TITUS MUTUA NTHUTI	18/02/1998	1,396,304/=		
711	HUSSEIN HAMISI KIDIWA	29/03/1996	1,278,998/=		
712	ALI SALIM MISUMI	31/12/1997	997,312/=		
713	ROBERT MUSYOKA MBITI	31/10/2003			
714	AMSTRONG KACHUMBO	15/09/2001	671,504/=	127,283/=	
715	PETER WAWERU NDIRANGU	31/03/1999			
716	LAWRENCENGILA KAKIU	26/03/1998			
717	RASHID M. KUSEMA	15/05/1996			
718	THOMAS MAKOKHA	1/04/1998	351,409/=		30,000/=
719	PETER NGOCHI KAMAU				
720	EUSEBIAS MAKUNDA CLEO	31/07/1999	145,888/=	48,442/=	
721	JOSHUA JUMA MUGA	16/04/1998			
722	AHMED MWIRA	31/05/1995			
723	NASIR TIMAMI	DEC. 1997	293,566/=	22,941/=	
724	DUNCAN M. W.	31/10/1998	579,135/=	86,398/=	60,000/=

	KINYEKI				
725	ENOSH KANYARI THIGA	30/06/1998	1,429,787/=	206,603/=	50,000/=
726	STEPHEN MWANGI KAMAU	1/05/1996			
727	TITUS OSUMBA OGURO	31/07/1999			
728	MORRIS ONYANGO OCHOKA	31/16/1998	889,256/=	108,763/=	10,000/=
729	ELIJAH IRUNGU MUKUHA	31/07/1998	680,864/=		
730	TERESIAH MBITHI SOO	21/07/1994			
731	JOSEPH NDEGWA NDARATHI	31/10/1998	479,655/=	87,717/=	60,000/=
732	DAVID NGUGI KAMAU	30/04/1998			
733	TIMOTHY MANZI MUTEMI	6/07/1999	518,896/=	102,277/=	8,130/=
734	ALBERT KIHARA MWITHIGA	18/06/1998			
735	JOEL NZIOKA NDAMBUKI	1995			
736	SAUL ODIDA OGANGO	31/12/1997	883,149/=	215,127/=	150,000/=
			15,693,976/=	1,288,151/=	368,315/=
737	MICHAEL	30/04/1998			

	MACHARIA MURAGE				
738	JEREMIAH AYIECHA EKOMBE	31/10/1999	824,267/=	107,784/=	100,000/=
739	JOB KENYASA	31/07/2000			
740	DAVID KAMAU WANJOHI	31/05/1995	415,123/=		
741	PATRICK NJUGUNA NDUNGU	31/05/1995	283,256/=		
742	JAMES KARUE GATHUNGU	31/07/1997	819,707/=	173,674/=	50,000/=
743	ROBERT OTIENO OBONDY	31/12/1997			
744	JOSEPH DEDAN OWENYO	31/12/1997	565,727/=	70,000/=	
745	SIMON KABAGE KARANJA	28/02/1998	416,640/=	26,868/=	
746	MAURICEMAIN BEN	31/07/2000	537,202/=		
747	EDWARD KIBET BULUNGU	30/06/1999	390,769/=	68,287/=	100,000/=
748	GIDEON MBUTHIA NGUGI		58,999/=	11,286/=	20,000/=
749	PETER GITHINJI MAINA	30/04/2003	1,152,484/=	301,778/=	
750	PETER MUNGAI MUIRURI	31/07/1998	317,282/=	61,592/=	50,000/=
751	FREDRICK KIMEU NZIVO	31/07/2000	1,073,149/=	254,043/=	50,000/=



752	BENSON OLOO MUHASA	31/07/1998			
753	CHRISTOPHER KAMTO MWAURA	31/12/1997			
754	SAMMY MUTUNGA KUTU	31/03/1996	1,851,878/=		
755	JAMES MUTUONGA KINUTHIA	30/09/1998	2,078,953/=	744,989/=	100,000/=
756	BONIFACE NZUKI MUASYA	31/05/1998	933,574/=	222,112/=	50,000/=
757	KISWILI NDUNGA	01/05/1996	1,436,129/=		
758	MARTIN NGAIA GAKUYA	16/07/1998	810,262/=	94,574/=	50,000/=
759	HASSAD RASHID MWARANJIRA	31/12/1997	927,168/=		
760	CRISPIN NDEGWA	30/06/1995	652,067/=		
761	JONES MWANZIA MBITI	31/03/1996	910,930/=		
762	JOSEPH MUTHIE KIUGE				
763	FREDRICK GITAU NJOROGI	10/03/1996	1,113,491/=		
764	MATHEW SASAKA INJEMELA	31/10/1999		60,330/=	
765	JONATHAN MUTHYA KILILA	31/03/1998	455,349/=	74,606/=	60,000/=
			18,024,406/=	2,271,923/=	630,000/=

766	JOHN IRUNGU GAKUYA	28/02/1998			
767	PAUL MARTIN OWUOR	31/07/2000	1,588,206/=		
768	HENRY MUASYA MUIINDE	31/03/1996			
769	STEPHEN MUSYOKA MWAMBI	31/12/1998	485,006/=	134,620/=	100,000/=
770	BENJAMIN BEDAH OMALLA	10/03/2000	4,621,966/=	2,184,835/=	50,000/=
771	PAUL NJOROGE MWANIKI	31/08/1999			
772	PETER NDETI GATI	31/10/1994	1,385,506/=		
773	EDWARD ISAACK OLAKA	31/12/1997			
774	FRANCIS ALAMISI MWAGAMBILI				
775	PETER RIUNGA NYAGA	30/04/1998	439,227/=	61,655/=	
776	FRANCIS GIKINGU NYAMU	31/11/1998	627,326/=	86,147/=	50,000/=
777	ROBERT ROGERS KABUBA THAIRU		67,149/=	7,683/=	
778	PETER KIMANI MUNGAI	FEB 1998			10,000/=
779	EDAH NAISIANI NAIKONE				

780	JOSEPH NDUNGU GATHARI	31/12/1997			
781	SAMUEL KIPKERER NGETICH	31/03/1998	346,134/=	69,829/=	50,000/=
782	JOHN MUCHIRI NDUATI	31/07/1998	325,963/=	67,194/=	50,000/=
783	WILSON NGANGA WAMUHA	JUNE 1998			
784	MICHAEL MACHARIA MWAI	30/16/1999	814,639/=	143,682/=	60,000/=
785	MWAI MACHARIA	30/04/1995			
786	PAUL MWANGI NGATIA	31/07/1999	446,390/=	79,308/=	50,000/=
787	STEPHEN KIKUMU MUTHUSI	30/11/1995	683,581/=		
788	KIOKO MANANDI				
789	GRACE KAINYU IRERI	31/12/1997			
790	RARCISIUS FRANCIS NDUNGU	31/03/1998	60,782/=	29,490/=	10,000/=
791	JOHN KARANJA GAKUNJA	31/05/1998	281,686/=	43,808/=	60,000/=
792	PETER KANINI NJUGUNA	30/06/1998	1,625,082/=		
793	ABDALLA KIKOZA OMAR	31/10/1994	879,991/=		
794	JORAM KIHARA	31/12/1997	388,140/=	35,725/=	



	MUGI				
795	JUDAH KOVO MWANYINDO				
			15,066,771/=	2,943,976/=	490,000/=
796	DAVID KONANGE MWANGI	08/09/1999			10,000/=
797	PATRICK MUELA MATA	31/12/1997	250,833/=	15,013/=	
798	GABRIEL MWANGEMI MACHIA	30/04/1998	963,092/=	185,345/=	50,000/=
799	AQUISIO GITAU		360,333/=	156,775/=	50,000/=
800	MICHAEL OLUOCH	31/10/1999			
801	PAKTA SALIM MWARANJIRA	31/12/1997	199,936/=	11,248/=	
802	FARID SEIF AHMED	31/07/2000			
803	LAWERENCE KIPSEREM SAWE	31/03/1998	1,118,521/=	308,810/=	
804	EVANS KAHIRA MUCHIRI	31/10/1994	674,228/=		
805	JAMES MWAI KARUGU	30/06/2000	3,258,830/=	1,132,216/=	100,000/=
806	NYENGE NZINZI				
807	MOSES MURIUKI NJENGA	31/05/2000	1,626,913/=	563,904/=	100,000/=
808	CLEMENT OGOLA ORINDA	30/04/1995	461,583/=		

809	STANLEY KIMANI MWANGI	31/10/1998	580,543/=		
810	JOSEPH KAMAI GITAU	31/10/1999	100,000/=	79,112/=	10,000/=
811	ISAAC GITAH MATU	30/04/2003	2,151,620/=	612,851/=	
812	PETER MURU NJENGA	31/01/1999			
813	JULIUS KAIBUNGA KIREA	21/11/1998	292,416/=		
814	PETER IRUNGU MUIRU		233,641/=	24,984/=	50,000/=
815	DAVID NJOROGE KARANJA	30/04/1998	879,126/=	133,150/=	50,000/=
816	JOHN KANGETHEH NJEHIA	31/03/1998	1,025,304/=	179,095/=	
817	P[ATRIKC LUMUMBA MUSONYE	30/06/2000	443,518/=	223,294/=	100,000/=
818	JOSEPH KARANJA GITHINJI	30/04/2003	456,843/=	127,572/=	551/=
819	MAINA STEPHEN KIURI	31/03/1998			
820	DANIEL MUKWENZE NZUUKO	05/11/1994			
821	CHRISPINUS DOME JOE	MAY 2005	1,745,035/=		

822	MORRIS ORARO LOET	18/06/1998	1,071,405/=	156,307/=	50,000/=
823	ATHANUS NZAU	07/04/1989	149,632/=	21,491/=	
824	JANE NDENGWA MUTHONI	02/12/1997			
825	BENARD GATHU MWANIKI	30/04/2006			
826	NANCY NGANGA WANJIRU	18/06/1998	1,200,460/=	251,132/=	
			19,243,862/=	4,182,299/=	570,551/=
827	ROSE MUNINI NUNYAO		1,074,560/=	162,249/=	
828	GRACE MUMO	18/02/1998	1,575,820/=	267,246/=	50,000/=
829	JUMA A. RAJAB	15/12/1997	769,427/=	126,692/=	
830	STEPHEN KANYINA NDERITU	31/10/1998			
831	JOHN IRUNGU MAINA	20/03/1998	512,766/=	97,437/=	50,000/=
832	COSMUS MBUI KISANGI	21/06/2000	185,462/=	50,288/=	
833	ONCHOKE MAOBE	18/02/1998	653,984/=	143,348/=	
834	MAJOR SAMUEL KARIUKI	14/11/2001			
835	FRANCIS NGOTHO	15/09/2001			
836	JAMES MURAGURI NDEGE	01/05/1998	325,828/=	31,463/=	50,000/=



837	MUNENE MEJA	30/06/1998	256,152/=	25,867/=	50,000/=
838	CHARLES O. OLUOCH	18/06/1998	657,120/=		
839	PATRICK M. MUNGAI	20/09/1995			
840	MICHAEL OWN OKELLO	18/06/1998			
841	SIMON GICHURA WAMANJI	15/12/2003			
842	MUEMBI NDETO DOMNIC	06/02/2015			
843	CHALES KIRAGU MBUGUA	21/06/2000	349,676/=	72,120/=	
844	BOAZ OMOLO	19/07/1998	1,129,417/=	131,025/=	
845	JOSEPH MYUTU MWANGI	18/02/1998	944,994/=		
846	NICHOLAS NGANGA	31/05/1998	233,360/=	27,598/=	
847	STANLEY NGANGA MUNGAI	18/06/1998	1,358,764/=		50,000/=
848	PETER KIANGA	JUNE 1998			
849	JEMIMA KIANGA	30/06/1996	1,126,598/=		
850	CHARLES WASUNGU	27/07/1998	265,876/=		
851	LUCY MUTHONI MATU	31/03/1998			
852	NGARI THIGUKU	26/03/1996			

853	MATHEWS MINIRE WAIRUGU				
854	MAURICE APIYO OJOWI	18/02/1998	1,159,967/=	468,444/=	
855	MICHAEL NJOROGI KARIRU	31/05/1995	394,485/=		
856	JOSEPH NGOVI MASAKU	31/12/1997	696,408/=	16,757/=	
857	BONPHAS MAINA KIAMA				
858	DANIEL KISINGU	02/12/1997	353,810/=	32,957/=	
859	PETER MWANGI CHOMA	31/03/1998	595,694/=	111,344/=	50,000/=
860	BERNARD KHAMALA OMITO	31/12/1997	680,957/=		
			15,301,125/=	1,764,835/=	300,000/=
861	PAUL M. MUIA	19/10/1998	684,013/=	113,732/=	100,000/=
862	CLEMENT O. ORINDA	26/04/1995	867,824/=	215,680/=	
863	JOHN W. WAITHIRA	23/04/2003	607,360/=	83,160/=	50,000/=
864	JACK AGUTU	18/06/1998	1,509,864/=	313,116/=	
865	RUTH NJERI WAIGURU	17/08/1999	658,366/=	152,009/=	
866	KULUMBA NZAU	31/10/1994	1,075,314/=		
867	PATRICK N. NZIMBI	30/06/1998	417,345/=	50,483/=	100,000/=

868	CECILIA MUNYAMBU	B.	21/06/2000	617,862/=	153,826/=	
869	ISABELLA KAMAU	W.	31/03/2003	3,496,887/=	1,307,009/=	100,000/=
870	DEDAN GICHURU		28/02/2006			
871	JOHN M. MUVALI		20/09/1995	535,054/=		
872	HERMAN FRANCIS	O.	02/12/1997			
873	GILBERT K. OHOWA		20/09/1995	606,148/=	87,685/=	
874	SOLOMON MUTHEE WACHRA					
875	ENOCK OWINO					
876	MARY W. HINGA		22/04/1998	586,233/=	48,474/=	
877	NJURU GITHAIYA		03/12/1997			
878	MOSES AMBANI		27/07/1998	660,275/=	89,009/=	
879	ANGELINE OWITI		15/05/1998	748,644/=	91,214/=	65,832/=
880	DAVID G. GATHII		15/07/2003	2,493,362/=	751,938/=	
881	HARRY J. AGUTU		19/10/1998	1,041,469/=		
882	FREDRICK MWAMUYE		02/12/1997			
883	GEORGE NYAWANA		10/05/1995	451,306/=		
884	MUSA A. MBITHI		13/02/1998			
885	SAMUEL MANGI		18/02/1998	1,175,269/=		



886	JOHN M. KIILU	02/06/1995			
887	THOMAS K. MUSANGE	17/01/2000	1,856,244/=	628,105/=	100,000/=
888	JOSEPH A. NYAMIRI				
889	STEPHEN M. WERU				
890	JOSEPH K. GITHINJI	25/04/2003	456,842/=	12,572/=	50,000/=
891	PETER M. MUTURI	22/05/1995			
892	JANE W. MUCHAI		470,550/=	49,014/=	
893	VITALIS A. ABOKA				
894	DAVID W. MUCHERU	18/06/1998	399,224/=	65,612/=	50,000/=
			21,415,455/=	4,327,638/=	615,832/=
895	WILSON N. GATHAMBA	21/10/1994			
896	EDWARD MAKILA	16/06/2003	2,971,349/=	845,921/=	
897	SIMON K. KIRAGU	18/02/1998	558,741/=		
898	ANDRE NDUNGU	31/10/1994	551,431/=		
899	ROSE W. BULIMU	31/03/2009			
900	HENRY J. ATIMA	02/12/1997	210,335/=		
901	TITUS KASWAHILI	22/02/2006	3,120,562/=	932,717/=	50,000/=
902	FINNY CHEMTAI	15/05/1998	76,285/=	12,191/=	30,000/=
903	GEORGE KAMARITI	15/05/1995			

904	JOAN A. ONYANGO	31/03/2009			
905	JAMES N. MWANGI	30/09/1998			
906	PHILOMENA N. GATHURU	22/03/1995			
907	MUASYA MUTEMI	19/10/1998	518,890/=	85,072/=	50,000/=
908	MESHACK O. OPIYO	31/03/1998	1,227,765/=	279,000/=	50,000/=
909	BISHMARK N. NJUE	18/06/1998	1,065,252/=		
910	THOMAS N. MUINDI	02/12/1997	121,259/=	7,405/=	
911	PAUL O. OWINO	30/04/2003	421,410/=	130,497/=	50,000/=
912	STEPHEN M. WERU	31/10/1994	560,209/=		
913	CYRUS K. GITONGA	19/10/1998	820,831/=	177,045/=	
914	MICHAEL A. ASUNA	31/03/1998			
915	ABDUL K. MWINYI	31/12/1997			
916	PHILIP K. MWANZIA	30/06/1998	693,287/=	117,036/=	50,000/=
917	JOHN N. NYAMU	31/07/1998	288,840/=		50,000/=
918	SIMON M. KAMAU	26/03/1998			
919	PETER K. MUCHIRA	30/06/1998			
920	CHRISTINE W. KARURU	30/06/1998	736,168/=	83,021/=	50,000/=
921	TIMOTHY H. KAMAU	15/06/1999	154,888/=	46,402/=	
922	MWAURA MUGO	01/03/1998	1,351,089/=		

923	WILSON WAINAINA	N. 31/10/1994	561,249/=		
924	SIMON N. KAMIA	15/06/1999	908,621/=	117,316/=	
925	PETR W. SANDUKA	15/07/1999			
926	NORAH MWABI	22/04/1998	360,833/=	24,365/=	
927	KIMWELE KIMANZI	31/10/1994			
928	DOMINIC WANYAMA	C. 22/04/1998			
			17,279,294/=	2,857,988/=	380,000/=
929	HUMPHREY MBUGUA	R. 09/03/1998	844,375/=	184,660/=	50,000/=
930	JAMES N. MATHEA	03/12/1997	1,806,392/=	381,825/=	50,000/=
931	JOSEPH K. A. KIRUI	15/05/1998	273,305/=	36,760/=	50,000/=
932	JOSEPH NYADENGE	O. 01/02/1993			
933	JUDAH MANYINDO	K. JULY 1998			
934	WILSON RUBAI				
935	NZIOKA WAMBUA	18/02/1998	1,119,502/=	213,583/=	50,000/=
936	MOSES N. MATHEA	21/08/1998	282,435/=	92,818/=	50,000/=
937	GEORGE M. MUIVA	01/04/1998	1,374,327/=	149,812/=	50,000/=
938	ALEX N. WAINAINA	30/11/2003	1,427,704/=		
940	JOMO KASIBWA	27/07/1998			



941	JOYCE K. GICHUIYA	27/11/1995			
942	BENARD MATHEA	06/03/1996			
943	STEPHEN CHEGE				
			7,128,040/=	1,059,458/=	300,000/=
			486,558,724.58	79,543,483.52	20,775,144/=

The firm of J. Harrison Kinyanjui & Co. has also filed another schedule in respect of 125 plaintiffs in which they claim for a refund of ksh.9,405,541/=. Again, the defendant has failed to tender evidence to controvert this claim. No good reason has been advanced as to why the claim should not be paid. Consequently the plaintiffs listed in the schedule prepared by the firm of J. Harrison Kinyanjui & Co. Advocates should be paid a sum of ksh.9,405,541/= worked out in the aforesaid schedule as follows:

**J. HARRISON KINYANJUI & CO. ADVOCATES - SCHEDULE OF PAYMENT**

NO	NAME	COY NO	DATE OF TERMINATION	AMOUNT PAID	AMOUNT TAXED OFF	AMOUNT WITHHELD
1.	LAWRENCE KYALO NDUTU	0542	18/9/1998	891,348.31/=	51,326	50,000/=
2.	GORDON OTOLO NGOLO	4053	11/7/1998	742,255/=	138,000/=	50,000/=
3.	JAMES NGINGA WAIKIOKO	4022	1998	722,000/=	132,000/=	50,000/=
4.	GEORGE NJOROGI NJIGU	1917	APRIL 1998	122,911/=	15,132.69	50,000/=
5.	JAMES SAIYALELE	1740	18/2/1998	327,770.36	2,050.40	50,000/=

	SUIYANGA					
6.	PHILIP KINYANJUI GITHI	2575	FEB.1998	241,298.00/=	111,90.50	50,000/=
7.	CHARLES MWANGI GAKOMO	3837	JUNE 1998	1,039,071.68	278,950.93	50,000/=
8	MARY PHOLOMENA W. WAMBUGU	6322	DEC. 1997	1,327,738.63	373,490/=	100,000/=
9.	STEPHEN MWANGI WERU	5159	17/10/1994	960,462/=	246,366/=	50,000/=
10	THOMAS O. AMWOMA	3062	FEB. 1998	1,101,150.10	216,686/=	50,000/=
11	ANDREW MONAYO NYARIBO	2242	FEB. 1998	354,367.35	60,910.40	50,000/=
12	DANIEL MUINDUKO MAWATHE	2304	FEB. 1998	785,505.45	212,796.88	50,000/=
13	HILARY FRANCIS MBURU	6004	18/2/1998	1,300,283.22	438,842/=	100,000/=
14	DAVID N. KINUTHIA	6989	1998	960,000/=	248,000/=	100,000/=
15	EDWARD MBUGUA GITAU	7113	18/6/1998	278,702.12	37,831.03	50,000/=
16	SIMON MAINA GATHERU	2213	22/7/2000	703,902.65	134,084/=	50,000/=
17	JULIUS GIKONYO	3265	1998	960,000/=	248,000/=	50,000/=

	KAMAU					
18	JULIUS MWANGI KAMBIA	1643	1998	760,000/=	360,122/=	50,000/=
19	MUIRURI M. KARUGU	510	1995	836,145/=	235,140/=	50,000/=
20	JACOB AGALE OWAK	4610	JUNE 1998	151,710.11	21,999.69	100,000/=
21	ALICE NJERI GATHUNGU	0079	1999	96,257.45	51,151.27	52,650/=
22	JAMES MATUNDA SAISI	7333	27/7/1998	560,135/=	145,000/=	50,000/=
23	MARIETTA N. MUTISYA	240	MAY 1998	416,894.33	49,814.83	50,000/=
24	PETER IRUNGU MWANGI	7236	19/10/1998	171,617.30	16,702/=	50,000/=
25	JUSTUS KAKUSU MATHEKA	0573	1998	860,135/=	335,000/=	50,000/=
26	NZUKI MUTISYA NDOLO	1946	1998	642,138/=	142,000/=	50,000/=
27	PETER MIRINGU MWAURA	5094	18/2/1998	1,010,135/=	464,135/=	50,000/=
28	JULIUS M. MULWA	4557	17/8/1999	501,116.85	96,573.37	100.000/=
29	MOSES M. MACHIRA	5510	18/2/1998	1,210,135/=	363,135/=	100,000/=
30	JERUSHA NYABOKE	869	15/5/1998	964,135/=	241,140/=	100,000/=



31	MAKIMEI WAIGANJO	882	14/2/1995	590,136/=	135,000/=	50,000/=
32	JAMES MWANGI KABUE	5785	1995	1,110,060/=	265,000/=	50,000/=
33	MOSES OTIENO NDOLO	1369	1998	764,130/=	320,135/=	50,000/=
34	JOHN MUTUA MUTISYA	2643	1998	679,760/=	170,000/=	50,000/=
35	FATUMA GATI CHACHA	4288	1995	464,130/=	112,000/=	50,000/=
36	PETER KAROKI WAIRIUKO	7203	30/6/1999	201,907.14	28,135.36	100,000/=
37	DOMINIC NGURE	1159	1998	1,211,552.28	219,943.64	50,000/=
38	TIMOTHY LOKI MATHEA	5197	1998	1,34604.30	360,145/=	100,000/=
39	JOHN KANYI NJORGE	399	1998	764,135/=	181,132/=	50,000/=
40	THOMAS WAMBUA NGUI	0300	APRIL 1999	1,360,423.85	456,738.65	50,000/=
41	CHRISTINE NDUKU	5404	11/11/1995	980,135/=	265,180/=	100,000/=
42	ALOIS KINGORO GICHANA	1725	MARCH 1998	1,814,639.63	185,329.15	100,000/=
43	MICHAEL K. MUNANDI	4355	1998	794,135/=	295,180/=	100,000/=
44	ROSE MUENI MUTUKU	4091	2/12/1997	863,17.62	176,955/=	100,000/=

45	ROHDA MWIKALI NZOMO	5586	1998	1,622,244.53	289,561/=	100,000/=
46	ANTHONY MWANZIA KILONZO	4120	1998	842,165/=	184,135/=	50,000/=
47	JOSEPH KOKOYO OGWAYO	3087	1999	1,142,564.25	166,404.95	100,000/=
48	ANDREW KAMAU GATETE	5864	1997	764,145/=	136,134/=	100,000/=
49	GEORGE WAWERU MWANGI	6023	1995	968,138/=	264,135/	100,000/=
50	LINUS BIRUNDU OMBUNA	3746	19/10/1998	581,313/=	82,338/=	50,000/=
51	NZIOKA NDUNDA	956	1994	512,796/=	135,640/=	50,000/=
52	DAVID SYANDA KILUNDO	600	2/12/1997	455,777.28	118,460/=	100,000/=
53	GIDEON OMBURA OUMA	3788	31/10/2003	1,692,667.90	647,598/=	100,000/=
54	WAMBUA MBELENZI	2806	1998	964,135/=	135,365/=	50,000/=
55	LAWERENCE MWANGI IRERI	1140	1998	571,527.15	126,574.18	50,000/=
56	SIMON NDUNGU WANYEKI	1885	1998	215,625.75	38,083.75	50,000/=

57	EDWARD MULI	3970	1994	464,135/=	96,135/=	100,000/=
58	PHILIP MUTUKU NYANZI	2326	1994	764,420/=	132,135/=	100,000/=
59	EVELYNE P. A. OYWA	3717	MAY 1999	1,351,944.70	321,561.30	50,000/=
60	NYAMBARIGA SILAS ONGIGE	2674	NOV. 1998	1,356,462.30	318,130/=	50,000/=
61	JOHN KIVULI	7926	DEC. 1997	259,212.14	9,101/=	100,000/=
62	PETER MWENGI NGUNZE	5642	3/12/1997	960,136/=	238,135/=	100,000/=
63	SUSAN RASMAS CHITECH	7986	2/12/1997	176,428.09	14,955/=	100,000/=
64	RASHID KANYAU ABDUL	0950	2/12/1997	462,189/=	38,135/=	100,000/=
65	ROBERT M. NJULU	7950	DEC. 1997	188,707.77	8,398/=	50,000/=
66	DAVID NDALINGA MUTUVI	2846	2/12/1997	834,599.73	236,145/=	50,000/=
67	JUMA MOHAMMED KIDANGA	7932	2/12/1997	251,938.77	15,443/=	100,000/=
68	MOHAMMED SAID BWANA IMANI	7807	2/12/1997	812,025.67	120,587/=	100,000/=
69	GIDEON K. MWENGI	436	2/12/1997	1,385,392/=	252,766/=	100,000/=



70	FRANCIS NGUNZE K	122	2/12/1997	872,150.13	180,135/=	100,000/=
71	DOROTHY MBEKE SHENYE	6307	1998	764,180/=	234,135/=	50,000/=
72	MAURICE SAKWA	4331	JUNE 1998	251,369.95	23,243.34	50,000/=
73	STANLEY G. KENGARA	7132	21/6/2000	864,135/=	231,135/=	50,000/=
74	BARSHORA WACHU BAJARA	1874	2/12/1997	875,748.25	110,777/=	100,000/=
75	GEORGE S. MSHEDI	7761	1997	1,512,458.37	289,767/=	100,000/=
76	DZOMBO CHARLES MBURA	0506	1998	820,558.49	136,626/=	100,000/=
77	JEREMIAH NUNZAA	7964	1997	250,262.47	15,765/=	100,000/=
78	DOUGLAS HARMTON MALINGI	037	27/6/1995	642,180/=	136,190/=	100,000/=
79	HAMAD JUMA MWANGUPU	7726	1994	812,693.55		100,000/=
80	LEONARD DUME MBOGA	7709	2/12/1997	1,087,852.29	157,488/=	100,000/=
81	DAVID MAZERA JOHN	7900	2/12/1997	269,646.03	18,602/=	100,000/=
82	JOSEPHINE CHEZEZ NDOSHO	441	1996	930,165/=	136,142/=	100,000/=

83	SAIDI AWADHI AWAYU	3400	1996	864,135/=	150,165/=	100,000/=
84	DARIUS KILAMBO	7886	1997	391,871.34	44,626/=	50,00/=
85	DONAS KIRICHA LOMBO	2915	2/12/1997	981,135/=	194,132/=	100,000/=
86	RACHEL V. W. KEAR	7839	1997	658,888.82	86,086/=	100,000/=
87	DILTON PASCAL KITATU	0502	1997	579,591/=	69,884/=	100,000/=
88	BONIFACE MUTUKU NDAKA	7868	1997	585,435.60	77,625/=	100,000/=
89	KIMANI NGERE WAITITU	7759	1997	1,114,740.17	158,115/=	100,000/=
90	ZIPPORAH DENA FUKWE	0462	1997	764,138/=	197,432/=	100,000/=
91	KENA H. KOMORA	0648	1997	842,138/=	214,134/=	100,000/=
92	CONSTANTIUS MWAKIO MAGHANGA	4360	1997	288,312/=	20,698/=	50,000/=
93	M. ASHODI M. NGIMI KONGONINGA	7901	1997	246,627.29	13,04/=	50,000/=
94	OCHIENG OMOLLO	5136	1998	1,180,460/=	360,000/=	152,891/=
95	ALPHONCE MWAVULA	0585	1995	564,135/=	96,135/=	100,000/=

	MWAKIZAI					
96	BERNICE WANGECI KINGORI	5658	2002	1,110,000/=	381,142/=	100,000/=
97	GIBSON WANJIHIA M.	3878	1998	764,135/=	184,135/=	50,000/=
98	MWANGI WAMBUGU	1014	1995	465,132/=	96,13/=	50,000/=
99	ANDREW KENGARA MAIGO	724	1995	764,135/=	218,134/=	50,000/=
100	GLORIA AWUOR MANGO	5403	1995	1,164,135/=	348,135/=	100,000/=
101	REUBEN MBIU MWATINGU	696	1998	149,200/=	13,600/=	50,000/=
102	BOOKER AWIMBO OGUTU	2263	1998	663,611.70	101,600/=	50,000/=
103	JECONIAH ORONJE OWUOR	3227	1998	961,135/=	234,180/=	50,000/=
104	BEATRICE M. KILIO	7762	1997	108,882.76	39,995/=	100,000/=
105	ASHFORD MA. AYUBU	7945	1997	250,592.31	18,806/=	100,000/=
106	VICTOR MTUANGUO	3111	1994	641,132/=	160,145/=	100,000/=
107	NARISIS M. MTULA	7851	1997	414,929.76	35,345/=	100,000/=



108	WILSON NJUKI MAARA	5327	1997	1,231,98.05	388,650/=	100,000/=
109	CHARLES KIMANI KABUGUA	1266	18/2/1998	1,915,696.20	325,813.3.	50,000/=
110	GABRIEL MAINA WAIRE	5119	30/4/1996	1,414,600/=	461,136/=	100,000/=
111	PATRICK NDEGE MUGANE	1694	1995	564,145/=	74,138/=	50,000/=
112	WALLACE SHAKE	4433	1995	484,165/=	65,145/=	100,000/=
113	BENJAMIN MULWA MWANIA	2816	1998	94,030.70	11,296/=	50,000/=
114	ROBERT M. MWAWUGANGA	3998	1995	961,136/=	192,100/=	100,000/=
115	RAU TSUMA	7738	1994	646,145/=	131,640/=	100,000/=
116	HAMISA MOHAMMED KIDANGA	1591	1995	764,164/=	138,142/=	100,000/=
117	ABRAHAM ORINA	3490	2003	1,107,307.20	477,747/=	50,000/=
118	ZACKARIA STANLEY WAMBUGU	2380	JUNE 1998	1,129,981.20	206,202/=	50,000/=
119	PATRICK KAMAU KAGOTHO	5829	2000	1,136,430.10	189,160/=	100,000/=

120	JERUSHA IRNE SUERO	5954	1997	980,14.30	190,135/=	100,000/=
121	DAVID MIRERA WACHI	597	1995	964,138/=	165,134/=	50,000/=
122	PAUL MUTHINI IVUSU	3264	1998	934,135/=	180,140/=	50,000/=
123	ISAACK KARANJA WAMBUGU	5489	1999	1,512,269.75	126,363.62	100,000/=
124	DAVID MYNYWOKI KITISO	3543	1998	717,707.90	9,395/=	50,000/=
125	JOHN KURIANGUMI	1910	1998	646,134/=	98,135/=	50,000/=
<b>TOTAL</b>			<b>93,297,344.44</b>	<b>41,418,429</b>	<b>9,405,541</b>	

15) In the end, I find merit in the plaintiffs' claim. Consequently, I issue an order directing the defendant to pay the plaintiffs a sum of ksh.20,775,152 as per the schedule dated 11.5.2016 filed by Namanda & Co. Advocates and kshs.9,405,541/= as per the schedule dated 23.10.2017 and filed by J. Harrison Kinyanjui & Co. Advocates. The aforesaid amount to attract interest at court rates from the date of judgment until the date of full payment.

16) The third issue which has been identified for determination is whether or not the plaintiffs are entitled to be paid their salaries upto the date of retirement. It is not in dispute that the plaintiffs were on permanent and pensionable terms of employment with the defendant. It is the submission of the plaintiffs that they had legitimate expectation to work for the defendant until the retirement age of 60 years. The plaintiffs are of the view that they should be paid their salaries upto the age of 60 years since their employment was guaranteed. The defendant is of the contrary view that even in a permanent contract, there is no guarantee of employment until retirement. With respect, I agree with the submissions of the defendant. Despite the fact that a letter of employment states that the contract of employment is on permanent and pensionable terms, still an employer may terminate the same and the affected employee may file an action for damages for the unlawful dismissal.



It is therefore not correct that the plaintiffs were entitled to payment of salary upto the age of retirement of 60 years. The prayer is therefore declined.

17) The fourth issue is closely related to the third issue. It is the question as to whether or not the plaintiffs are entitled to general damages for loss of employment. It is the submission of the defendant that at the time of plaintiffs' dismissal, the remedy available was damages if a defendant was liable, was limited to the period of notice applicable under the employment contract. The defendant was of the submission that since the plaintiffs' employment was terminated by way of redundancy, they were not entitled to claim damages for loss of employment. It is the submission of the plaintiffs that the entire process they were subjected to was an illegality hence they are entitled to compensation in damages on the basis of a multiplier of their salaries but being capped to 12 months' gross salary. The plaintiffs asked this court to award each plaintiff a sum of kshs.10,000,000/= on this head. Having considered the rival submissions over this claim, I am satisfied that the plaintiffs' exit from the defendant's employment cannot be treated as redundancy. The defendant simply dismissed the plaintiffs through a process not recognised by the C.B.A and the contracts of employment signed by each plaintiff. In other words, the plaintiffs were unlawfully dismissed. The plaintiffs are therefore entitled to receive damages equivalent to the period of notice stated in the contract or the C.B.A. There is no dispute that the plaintiffs' employment with the defendant was terminated before the coming into force of the Constitution of Kenya 2010 and the Employment Act, 2007. In the case of **Mary Wakhubi British Airways PLC (2015) eKLR** the Court of Appeal considered the remedies available to an employee dismissed in 2000. In finding that the remedies in the Constitution of Kenya 2010, and the Employment Act 2007 did not apply in such a case the court held *inter alia*:

**"All that said, then is to say that this court only has jurisdiction to award the remedies available at the time of the wrongful dismissal or unfair termination, that is, when the cause of action arose. These are remedies that are provided for under the repealed Employment Act, Cap 226 Laws of Kenya and the repealed Trade Disputes Act, Cap 234 Laws of Kenya."**

In **D.P. Bachhetha =vs= Government of the United States of America (2017) eK.L.R** the Court of Appeal held *inter alia*:

**"That an employee whose dismissal was wrongful was only entitled to damages equivalent to the salary he would have earned during the period of notice applicable in his contract."**

18) In this case, it is clear from the contract of employment and the memorandum signed between the plaintiffs' union and the defendant that the defendant was required to pay one month's salary in lieu of notice. I am of the view that the plaintiffs are each entitled to a sum equivalent to one month's salary as at the date of termination as damages for loss of employment. I make the award in favour of the plaintiffs. The plaintiffs and their advocates



file and serve the defendant schedules showing the monthly salary each plaintiff was earning as at the time of termination of employment. Mention on 6/2/2018 to determine the issue.

19) The final issue to be determined is whether or not the defendant's calculation of the plaintiff's terminal benefits were wrong, arbitrary and helped the defendant to withhold huge sums due to the plaintiffs. It is the submission of the defendant that the aforesaid payments were calculated as required under the Regulations of Wages (General) and in accordance with the law governing employees who have been declared redundant. The plaintiffs are of the view that since they were not consulted, then the defendant's calculations should be treated as arbitrary. I have considered the material placed before this court and it is clear to this court that though the defendant did not consult the plaintiffs on the computation of their terminal benefits, the defendant nevertheless gave a schedule showing how the figures were arrived at. What is clear in my mind is that the defendant proceeded to compute those dues as though the plaintiffs were declared redundant which is not the case here. In the circumstances, I am unable to make a declaration that the process was wrong or arbitrary.

20) In the final analysis this court enters judgment in favour of the plaintiffs as follows:

**a) It is hereby declared that the decision to cause the plaintiffs to take early retirement was unlawful and in breach of the constitution and the plaintiffs' contract of employment.**

**b) The defendant is hereby ordered to pay each of the plaintiffs damages for loss of employment a sum equivalent to one (1) month's salary as at the time of termination of employment.**

**c) The defendant is ordered to refund to the plaintiffs a sum of ksh.30,180,685/= being the amount withheld in terms of the schedules filed by the firms of advocates of Namada & Co.**

**Advocates and the firm of J. Harrison Kinyanjui & Co. Advocates tabulated**

**1. Ksh.20,775,144**

**2. Ksh. 9,405,541**

**Total ksh.30,180,685/=**

**d) The plaintiffs to be paid by the defendants costs of the suit.**

**e) The defendant to pay interest on (b), (c ) and (d) above at court rates from the date of judgment until the date of full payment.**

Dated, Signed and Delivered in open court this 24<sup>th</sup> day of January, 2018.

J. K. SERGON

JUDGE

In the presence of:

..... for the plaintiff

..... for the Respondent



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

REPUBLIC OF KENYA  
IN THE HIGH COURT OF KENYA  
CIVIL CASE NO. 279 OF 2018



LAWRENCE NDUTTU & 156 OTHERS ..... PLAINTIFFS

VERSUS

KENYA BREWERIES LIMITED..... DEFENDANT

**NOTICE OF APPEAL**

(Pursuant to Rule 75(1) of the Court of Appeal Rules)

**TAKE NOTICE** that **KENYA BREWERIES LIMITED** the Defendant herein being dissatisfied with the decision of the Honourable Mr. Justice Seron delivered at the High Court at Milimani in Nairobi on the 24<sup>th</sup> of January 2018, intends to appeal to the Court of Appeal against the whole of the said decision save for:

- a. The finding that the Plaintiffs were not entitled to payment of salaries up to the age of retirement;
- b. The finding that the Defendant's calculation of the Plaintiffs' terminal benefits was not wrong or arbitrary.

The address for service of the Appellant is care of Kaplan & Stratton Advocates, Williamson House, 9<sup>th</sup> Floor, 4<sup>th</sup> Ngong Avenue, P.O. Box 40111-00100, Nairobi

It is intended to serve a copy of this Notice on:

Namada & Company Advocates, Phoenix House, 6<sup>th</sup> Floor Kenyatta Avenue, P.O. Box 72881-00200 Nairobi;

J. Harrison Kinyanjui & Co Advocates, St Ellis House, 4<sup>th</sup> Floor, Suite 416 Wabera Street, P.O. Box 10024-00100 Nairobi; and

O.P Ngoge & Associates Advocates, Coffee Plaza, 4th Floor, P.O. Box 3430-00200 Nairobi

Dated at Nairobi this 6<sup>th</sup> day of February 2018.

  
KAPLAN & STRATTON  
ADVOCATES FOR THE APPELLANT



**LODGED** in the High Court of Kenya at Nairobi this                      day of                      2018

**DEPUTY REGISTRAR  
HIGH COURT OF KENYA AT MILIMANI  
NAIROBI**

**DRAWN & FILED BY:**

Kaplan & Stratton

Advocates

Williamson House, 9<sup>th</sup> Floor

4<sup>th</sup> Ngong Avenue

P.O. Box 40111-00100

**NAIROBI**

**(PMG/KE/10/152)**

Tel: 0729742784/0733733746

Email: [KSLitigation@kapstrat.com](mailto:KSLitigation@kapstrat.com)

YOUR REFERENCE:

OUR REFERENCE:  
PMG/KE/10/172

DATE:  
06 February 2018

The Deputy Registrar  
High Court of Kenya  
Milimani Law Courts  
NAIROBI

Dear Sir,

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



We refer to the Judgment delivered on 24<sup>th</sup> January 2018 by the Honourable Mr. Justice Seron in the above matter.

Kindly let us have uncertified copies of the proceedings to enable the Defendant lodge an appeal in the Court of Appeal against the above Judgment.

We undertake to pay the necessary charges.

Yours faithfully,

  
**P. Gachuhi**  
**KAPLAN & STRATTON**

c.c Namanda & Co. Advocates  
Woodlands Business Park, 4<sup>th</sup> Floor  
Kiambere Road-Upperhill  
P.O. Box 72881-00200  
NAIROBI

J. Harrison Kinyanjui & Co Advocates  
St Ellis House, 4<sup>th</sup> Floor, Suite 416  
Wabera Street  
P.O. Box 10024-00100  
NAIROBI

O.P Ngoge & Associates  
Advocates  
Coffee Plaza, 4th Floor  
P.O. Box 3430-00200  
NAIROBI

**This request for uncertified copies of proceedings and  
Ruling is made and copied to you pursuant to the  
Provisions of Rule 82 (1) of the Court of Appeal Rules**

KE/10/172

**J. HARRISON KINYANJUI**  
& CO. ADVOCATES

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

ST. ELLIS HOUSE  
(FORMERLY MITCHELL COTTS HOUSE)  
4TH FLOOR, SUITE 416  
WABERA STREET  
P.O. BOX 10024 GPO NAIROBI  
CELL: 0734-733 659  
TEL: 254-2-342070  
FAX: 254-2-342071  
email: greatharrison@yahoo.com

Our Ref: JHK/DM/3005/2012

Your Ref: NOT YET ADVISED

Date: MARCH 29<sup>TH</sup>, 2018,

KAPLAN & STRATTON ADVOCATES  
WILLIAMSON HOUSE, 4<sup>TH</sup> NGONG AVENUE  
NAIROBI

Dear Sir,



**RE: SETTELEMENT OF DUES AS ORDERED — KSH. 9,405,541/=**  
**NAIROBI HCC NO. 279 OF 2003 LAWRENCE NDUTTU & OTHERS vs KENYA**  
**BREWERIES**

*We refer to the above and the Judgement of Hon. Mr. Justice Serگون herein dated 24<sup>th</sup> January 2018.*

*We request that you remit the sum of Ksh. 9,405,541/= as per the annexed Schedule. In settlement of the claim as ordered by the Court, please remit the said sums to our client account for onward transmission to our clients. Our client account details are as follows:*

**ACCOUNT NAME:** J. HARRISON KINYANJUI & CO. ADVOCATES,  
CLIENT ACCOUNT

**BANK:** BARCLAYS BANK OF KENYA LTD

**BRANCH:** QUEENSWAY BRANCH, NAIROBI

**ACCOUNT NUMBER:** 094 - 1102751

*We shall acknowledge your discharge upon the receipt of the settlement. Thank you.*

**Very Sincerely,**

**J. HARRISON KINYANJUI & CO.**

c.c. Clients

Enclosure (Schedule)

*When Replying to this Mail Please cite our Reference*



**OREPUBLIC OF KENYA  
IN THE HIGH COURT OF KENYA AT NAIROBI  
CIVIL CASE NO. 279 OF 2003**

89

LOURENCE K. NDUTTU & 124 OTHERS ..... PLAINTIFFS

-VERSUS-

KENYA BREWERIES LTD ..... DEFENDANT

**SCHEDULE OF PAYMENT**

NO	NAME	COY NO.	BASIC	HOUSE ALLOWANCE	AMOUNT DUE (REFUNDABLE DEPOSIT)
1	LAWRENCE KYALO NDUTU	0542	18,994/=	3,280/=	50,000/=
2	GORDON OTOLO NGOLO	4053	17,357/=	2,420/=	50,000/=
3	JAMES NGINGA WAIRIOKO	4022	28,131/=	4,171/=	50,000/=
4	GEORGE NJOROGE NJIGU	1917	13,305.65/=	3,280/=	50,000/=
5	JAMES SAIYALEL SUIYANGA	1740	17,205/=	4,171/=	50,000/=
6	PHILIP KINYANJUI GITHI	2575	19,577/=	4,171/=	50,000/=
7	CHARLES MWANGI GAKOMO	3837	36,966/=	6,295/=	50,000/=
8	MARY PHILOMENA W. WAMBUGU	6322	27,715/=	46,643/=	100,000/=
9	STEPHEN MWANGI WERU	5159	13,687/=	13,590/=	50,000/=
10	THOMAS O. AMWOMA	3062	29,563/=	4,171/=	50,000/=
11	ANDREW MONAYO NY ARIBO	2242	18,634	2,420/=	50,000/=
12	DANIEL MUINDUKO	2304	31,507/=	6,295/=	50,000/=

*Schedule of Payment*

	MAWATHE				
13	HILARY FRANCIS MBURU	6004	28,975/=	22,806/=	100,000/=
14	DAVID N. KINUTHIA	6989	36,192/=	51,316/=	100,000/=
15	EDWARD MBUGUA GITAU	7113	15,854/=	3,280/=	50,000/=
16	SIMON MAINA GATHERU	2213	22,583.60/=	4,053/=	50,000/=
17	JULIUS GIKONYO KAMAU	3265	18,634/=	4,771/=	50,000/=
18	JULIUS MWANGI KAMBIA	1643	18,263/=	3,290/=	50,000/=
19	MUIRURI M. KARUGU	510	11,876/=	2,420/=	50,000/=
20	JACOB AGALE OWAK	4610	12,794/=	2,420/=	100,000/=
21	ALICE NJERI GATHUNGU	0079	22,615/=	4,053/=	52,650/=
22	JAMES MATUNDA SAISI	7333	18,782/=	4,171/=	50,000/=
23	MARIETTA N. MUTISYA	240	15,040/=	2,420/=	50,000/=
24	PETER IRUNGU MWANGI	7236	12,183/=	2,420/=	50,000/=
25	JUSTUS KAKUSU MATHEKA	0573	31,507/=	6,105/=	50,000/=
26	NZUKI MUTISYA NDOLO	1946	31,298/=	4,171/=	50,000/=
27	PETER MIRINGU MWAURA	5094	27,732/=	45,571/=	50,000/=
28	JULIUS M. MULWA	4557	24,019/=	3,295/=	100,000/=
29	MOSES M. MACHIRA	5510	27,773/=	45,571/=	100,000/=
30	JERUSHA NYABOKE	869	18,652/=	2,420/=	100,000/=
31	MAKIMEI WAIGANJO	882	14,054/=	3,280/=	50,000/=
32	JAMES MWANGI KABUE	5785	14,054/=	3,280/=	50,000/=
33	MOSES OTIENO NDOLO	1369	21,548/=	3,280/=	50,000/=
34	JOHN MUTUA MUTISYA	2643	16,761/=	4,171/=	50,000/=
35	FATUMA GATI CHACHA	4288	7,152/=	2,420/=	50,000/=
36	PETER KAROKI WAIRIUKO	7203	14,030/=	3,290/=	100,000/=
37	DOMINIC NGURE	1159	30,930/=	5,618/=	50,000/=
38	TIMOTHY LOKI MATHEA	5197	27,732/=	45,577/=	100,000/=
39	JOHN KANYI NJORGE	399	19,622/=	3,290/=	50,000/=
40	THOMAS WAMBUA NGUI	0300	30,486.50/=	57,441.64/=	50,000/=

*Schedule of Payment*



41	CHRISTINE NDUKU	5404	14,054/=	3,280/=	100,000/=
42	ALOIS KINGORO GICHANA	1725	28,983/=	3,280/=	100,000/=
43	MICHEAL K. MUNANDI	4355	153,200/=	2,440/=	100,000/=
44	ROSE MUENI MUTUKU	4091	26,968/=	4,270/=	100,000/=
45	RHODA MWIKALI NZOMO	5586	21,808/=	41,100/=	100,000/=
46	ANTHONY MWANZIA KILONZO	4120	19,868/=	3,290/=	50,000/=
47	JOSEPH KOKOYO OGWAYO	3087	27,580/=	6,003.75/=	100,000/=
48	ANDREW KAMAU GATETE	5864	21,180/=	31,000/=	100,000/=
49	GEORGE WAWERU MWANGI	6023	14,564/=	2,672/=	100,000/=
50	LINUS BIRUNDU OMBUNA	3746	19,330/=	3,250/=	50,000/=
51	NZIOKI NDUNDA	956	11,310/=	3,290/=	50,000/=
52	DAVID SYANDA KILUNDO	600	13,744.87/=	3,290/=	100,000/=
53	GIDEON OMBURA OUMA	3788	41,640/=	10,133/=	100,000/=
54	WAMBUA MBELENZI	2806	16,551/=	2,440/=	100,000/=
55	LAWRENCE MWANGI IRERI	1140	22,101.70/=	4,171/=	50,000/=
56	SIMON NDUNGU WANYEKI	1885	17,253/=	4,171/=	50,000/=
57	EDWARD MULI	3970	12,436/=	4,171/=	100,000/=
58	PHILIPH MUTUKU NYANZI	2326	14,722.60/=	4,171/=	100,000/=
59	EVELYNE P. A. OYWA	3717	41,264/=	5,295/=	50,000/=
60	NYAMBARIGA SILAS ONGIGE	2674	24,079/=	3,290/=	50,000/=
61	JOHN KIVULI	7926	11,725/=	3,290/=	100,000/=
62	PETER MWENGI NGUNZE	5642	20,696/=	28,000/=	100,000/=
63	SUSAN RASMAS CHITECH	7986	12,319.19/=	3,290/=	100,000/=
64	JOHN MUCHEMI IKINYA	5964	34,741/=	57,465/=	100,000/=
65	ROBERT M. NJULU	7950	9,467.31/=	2,045/=	50,000/=
66	DAVID NDALINGA	2846	19,765.84/=	3,290/=	50,000/=



	MUTUVI				
67	JUMA MOHAMED KIDANGA	7932	11,728.58/=	2,852/=	100,000/=
68	MOHAMMED SAID BWANA IMANI	7807	21,433.37/=	4,547/=	100,000/=
69	GIDEON K. MWENGI	436	33,491.22/=	5,605/=	100,000/=
70	FRANCIS NGUNZE K.	122	20,961.10/=	2,420/=	100,000/=
71	DOROTHY MBEKE SHENYE	6307	21,084/=	31,000/=	50,000/=
72	MAURICE SAKWA	4331	12,198/=	2,420/=	50,000/=
73	STANLEY G. KENGARA	7132	21,622/=	3,290/=	50,000/=
74	BARSHORA WACHU BAJARA	1874	20,345.50/=	3,290/=	100,000/=
75	GEORGE S. MSHEDI	7761	36,653.72/=	5,605/=	100,000/=
76	DZOMBO CHARLES MBURA	0506	23,899.50/=	4,605/=	100,000/=
77	JEREMIAH MUNZAA	7964	12,319.66/=	3,752/=	100,000/=
78	DOUGLAS HARMTON MALINGI	037	8,824.60/=	2,441/=	100,000/=
79	HAMAD JUMA MWANGUPU	7726	13,936.60/=	2,800/=	100,000/=
80	LEONARD DUME MBOGA	7709	25,533.18/=	4,627/=	100,000/=
81	DAVID MAZERA JOHN	7900	12,349.82/=	3,752/=	100,000/=
82	JOSEPHINE CHEZEZ NDOSHO	441	13,492.40/=	3,290/=	100,000/=
83	SAIDI AWADHI AWAYU	3400	11,483.20/=	1,628/=	100,000/=
84	DARIUS KILAMBO	7886	15,793.76/=	2,627/=	50,000/=
85	DONAS KIRICHA LOMBO	2915	15,503.31/=	2,627/=	100,000/=
86	RACHEL V. W. KEAR	7839	20,789.84/=	2,832/=	100,000/=
87	DILTON PASCAL KITATU	0502	17,106.94/=	2,340/=	100,000/=
88	BONIFACE MUTUKU NDAKA	7868	20,974.56/=	3,627.02/=	100,000/=
89	KIMANI NGERE WAITITU	7759	25,605.34/=	3,527/=	100,000/=

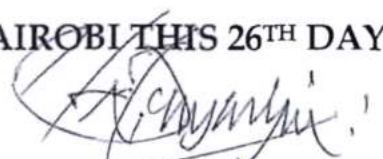
*Schedule of Payment*

90	ZIPORAH DENA FUKWE	0462	15,793.76/=	2,627/=	100,000/=
91	KENA H. KOMORA	0648	18,591.65/=	3,627/=	100,000/=
92	CONSTANTIUS MWAKIO MAGHANGA	4360	10,551/=	2,105/=	50,000/=
93	M. ASHODI M. NGIMI KONGONINGA	7901	11,206.10/=	2,360/=	50,000/=
94	OCHIENG OMOLLO	5136	28,975/=	23,813/=	152,891/=
95	ALPHONCE MWAVULA MWAKIZAI	0585	7,780/=	1,200/=	100,000/=
96	BERNICE WANGECI KING'ORI	5658	43,623.20/=	25,000/=	100,000/=
97	GIBSON WANJHIA M.	3878	19,118/=	3,280/=	50,000/=
98	MWANGI WAMBUGU	1014	7780.01/=	1,200/=	50,000/=
99	ANDREW KENGA'RA MAIGO	724	7,780.01/=	1,200/=	50,000/=
100	GLORIA AWUOR MANGO	5403	14,054.50/=	3,280/=	100,000/=
101	REUBEN MBIU MWATINGU	696	12,500/=	2,420/=	50,000/=
102	BOOKER AWIMBO OGUTU	2263	18,267/=	2,420/=	50,000/=
103	JECONIAH ORONJE OWUOR	3227	18,267/=	2,420/=	50,000/=
104	BEATRICE M. KILIO	7762	22,143.54/=	2,852.02/=	100,000/=
105	ASHFORD M. AYUBU	7945	14,670.98/=	2,105/=	100,000/=
106	VICTOR MTUANGUO	3111	10,809.85	2,105/=	100,000/=
107	NARISIS M. MTULA	7851	14,024/=	2,105/=	100,000/=
108	WILSON NJUKI MAARA	5327	30,211.20/=	4,171/=	100,000/=
109	CHARLES KIMANI KABUGUA	1266	38,879/=	6,296/=	50,000/=
110	GABRIEL MAINA WAIRE	5119	32,247/=	6,296/=	100,000/=
111	PATRICK NDEGE MUGANE	1694	14,500/=	6,636/=	50,000/=
112	WALLACE SHAKE	4433	4,916/=	2,441/=	100,000/=



113	BENJAMIN MULWA MWANIA	2816	10,726/=	2,420/=	50,000/=
114	ROBERT M. MWAWUGANGA	3998	15,150/=	4,171/=	100,000/=
115	RAU TSUMA	7738	26,638/=	4,022/=	100,000/=
116	HAMISA MOHAMMED KIDANGA	1591	16,620/=	3,490/=	100,000/=
117	ABRAHAM ORINA	3490	34,084/=	5,406/=	50,000/=
118	ZACKARIA STANLEY WAMBUGU	2380	29,563/=	4,171/=	50,000/=
119	PATRICK KAMAU KAGOTHO	5829	30,000/=	25,000/=	100,000/=
120	JERUSHA IRENE SUERO	5954	26,968.00/=	4,270/=	100,000/=
121	DAVID MIRERA WACHI	597	36,966/=	6,295/=	50,000/=
122	PAUL MUTHINI IVUSU	3264	18,296/=	4,226/=	50,000/=
123	ISAACK KARANJA WAMBUGU	5489	26,148/=	5,212/=	100,000/=
124	DAVID MUSYOKI KITISO	3543	18,480/=	2,420/=	50,000/=
125	JOHN KURIA NGUMI	1910	26,379.99/=	6,543/=	50,000/=
<b>TOTAL</b>					<b>9,405,541</b>

DATED AT NAIROBI THIS 26<sup>TH</sup> DAY OF FEBRUARY 2018

  
**J. HARRISON KINYANJUI & CO.**  
**ADVOCATES FOR THE PLAINTIFFS**

*Schedule of Payment*



**DRAWN & FILED BY: -**  
J. HARRISON KINYANJUI & CO. ADVOCATES  
ST. ELLIS HOUSE  
4<sup>TH</sup> FLOOR, SUITE 416  
P.O. BOX 10024-00100  
WABERA STREET  
**NAIROBI**

**TO BE SERVED UPON**  
O.P NGOGE & CO. AVOCATES  
COFFEE PLAZA, 4<sup>TH</sup> FLOOR  
P.O BOX 3430-00200  
**NAIROBI**

KAPLAN & STRATTON ADVOCATES  
WILLIAMSON HOUSE 9<sup>TH</sup> FLOOR  
P.O BOX 40011-00100  
**NAIROBI**

NAMADA & CO. ADVOCATES  
PHOENIX HOUSE, 6<sup>TH</sup> FLOOR  
P.O. BOX 72881-00200  
**NAIROBI**

**J. HARRISON KINYANJUI**  
**& CO. ADVOCATES**

**J. Harrison Kinyanjui**  
I.L.B (NBO) Dip. In Law (KSL)

ST. ELLIS HOUSE  
(FORMERLY MITCHELL COTTS HOUSE)

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

email: greatharrison@yahoo.com

Our Ref: JHK/DM/3005/2012

Your Ref: PMG/KE/10/172

Date: JUNE 5<sup>TH</sup> 2018

KAPLAN & STRATTON ADVOCATES  
WILLIAMSON HOUSE, 4<sup>TH</sup> NGONG AVENUE  
**NAIROBI**

Dear Sir,



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

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

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

Thank you.

Very Sincerely,

  
**J. HARRISON KINYANJUI & CO.**

*C.c* Clients

Enclosures (Discharge documents in the original)

*When Replying to this Mail Please cite our Reference*

No. 1

## DISCHARGE VOUCHER

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

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

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

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

DATED this 30 day of April 2018

Signature ... [Signature] .....

Passport/I.D Number 1454305 .....

COY NO. 542

Mobile Number 0721972881 .....

### WITNESS

Signature .....

Name: .....

Address .....

PROTAS ...  
ADVOCATE ...  
[Signature]



no 2

## DISCHARGE VOUCHER

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

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

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

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

DATED this 27 day of April 2018

Signature [Signature]

Passport/I.D Number 1276272

COY NO. 4053

Mobile Number 0701734696

### WITNESS

Signature .....

Name: .....

Address .....

[Signature]

NO 3

## DISCHARGE VOUCHER

I, JAMES NGIINGA WARIUKO, holder of ID no. [ 4428353 ] of P. O. Box [ 25 NAKURU ] do **HEREBY ACKNOWLEDGE RECEIPT** of payment of the sum of Kenya Shillings fifty thousands only [ (Kshs. 50,000/-) ] from **Kenya Breweries Limited** (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

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

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

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

DATED this 26 Fri day of April 2018

Signature ... [Signature] ...

Passport/I.D Number 4428353

COY NO. 4022

Mobile Number 0712 558 324

### WITNESS

Signature ... ..

Name: ... ..

Address ... ..

[Signature]

NO 4

## DISCHARGE VOUCHER

I, GEORGE WISROGE NJIYU, holder of ID no. [10367936] of P. O. Box [55 MARAGWA] do **HEREBY ACKNOWLEDGE RECEIPT** of payment of the sum of Kenya Shillings FIFTY THOUSAND ONLY [ (Kshs. 50,000 ) from **Kenya Breweries Limited** (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

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

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

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

**DATED** this 26<sup>th</sup> day of April 2018

Signature [Signature]

Passport/LD Number 10367936  
0041917

Mobile Number 0721-366226/0737123775

### **WITNESS**

Signature .....

Name: .....

Address .....



**DISCHARGE VOUCHER**

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

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

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

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

**DATED** this 26<sup>th</sup> day of April 2018

Signature [Signature] 0791181132

Passport/I.D Number 6849078

0041740

Mobile Number 0791181132

**WITNESS**

Signature .....

Name .....

Address .....

[Signature]

NO 6

## DISCHARGE VOUCHER

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

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

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

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

**DATED** this 26<sup>th</sup> day of April 2018

Signature ... [Signature] .....

Passport/I.D Number 3455823

COMPANY NO. 2575

Mobile Number 0724166789

### **WITNESS**

Signature .....

Name: .....

Address .....

[Signature]

(N<sup>o</sup> 7)

## DISCHARGE VOUCHER

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

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

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

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

**DATED** this 27th day of 11 2018

Signature [Signature]

Passport/LD Number 0950204

COY NO. 3557

Mobile Number 0720418644

### **WITNESS**

Signature .....

Name: .....

Address .....

[Signature]



NO. 8



5. [Download the file](#)

for

William B. Gay

20.36197

COY NO. 6322

Mobile Number 0723 913 016

Signature .....

Sano

Sand

1109

## DISCHARGE VOUCHER

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

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

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

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

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

Signature [Signature] .....

Passport/I.D Number 3492625 .....

COY NO 5159

Mobile Number 0722797602 .....

### **WITNESS**

Signature .....

Name: .....

Address .....

PROCESSED  
ADVANCED  
TO  
Swer

N210

## DISCHARGE VOUCHER

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

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

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

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

**DATED** this **30<sup>th</sup>** day of **April** 2018

Signature ... *[Signature]* ...

Passport/LD Number ... **0938676** ...

**COY NO. 3062**

Mobile Number ... **0700643725** ...

### **WITNESS**

Signature ... ..

Name: ... ..

Address ... ..

*[Signature]*



(No 11)

## DISCHARGE VOUCHER

I, ANDREW MONATON TARIRO

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

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

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

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

DATED this 26<sup>th</sup> day of APRIL 2018

Signature ... [Signature] ...

Passport/I.D Number 0525217...  
CC7 2242

Mobile  
Number 0723438177 ...

### WITNESS

Signature ... ..

Name: ... ..

Address ... ..

PROTAS  
ADM. CASE  
SECRET



Nº 12

## DISCHARGE VOUCHER

I, Lawrence Ndutu Nduhiye  
holder of ID no. 3038327 of P.O.  
Box 31886 N 231 do HEREBY ACKNOWLEDGE RECEIPT of the  
sum of Kenya Shillings  
KES. 59,000 from Kenya Breweries Limited (hereinafter "KBL") of P.O. Box  
30181-00100, Nairobi.

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

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

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

DATED this 27<sup>th</sup> day of Aug 2018

Signature Lawrence Ndutu

Passport/I.D Number 3038327

COY NO: 2304

Mobile  
Number 0722301812

WITNESSES  
Signature [Signature]

[Signature]



NR 13

## DISCHARGE VOUCHER

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

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

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

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

**DATED** this 27/4/2018 day of 2018

Signature ... Amur ...

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

COY NO: 6004

Mobile Number ... 0722306634 ...

### **WITNESS**

Signature .....

Name: .....

Address .....

Sand



Nº 14

## DISCHARGE VOUCHER

I, **DAVID M. KINYUA**, holder of ID no. [1276035] of P. O. Box [57213-00209] do **HEREBY ACKNOWLEDGE RECEIPT** of payment of the sum of Kenya Shillings [Kshs. (50,000)] from **Kenya Breweries Limited** (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

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

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

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

DATED this 27<sup>th</sup> day of April 2018

Signature .....

Passport/I.D Number .....

COY NO: 5940

Mobile Number 0722856954

### WITNESS

Signature .....

Name: .....

Address .....

Nº 15

## DISCHARGE VOUCHER

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

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

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

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

**DATED** this 27<sup>th</sup> day of APRIL 2018

Signature [Signature]

Passport/I.D Number 1994833  
COY NO: 7113

Mobile Number 0723407161

### **WITNESS**

Signature .....

Name: .....

Address .....

[Signature]

16)

## DISCHARGE VOUCHER

I, SIMON MAINAGATHERU, holder of ID no. [1898404] of P. O. Box [80 KALEMA] do **HEREBY ACKNOWLEDGE RECEIPT** of payment of the sum of Kenya Shillings (Kshs. 50,000/-) from **Kenya Breweries Limited** (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

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

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

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

DATED this

day of

2018

Signature .....

Mobile

Number 0728262820

Passport/I.D Number 1898404

COY NO. 2213

**WITNESS**

Signature .....

Name: .....

Address .....



No 17

# DISCHARGE VOUCHER

I, Julius Kariuki Kariuki, holder of ID no. [ 1088639 ] of P.O. Box [ 55 Nguang'eta ] do **HEREBY ACKNOWLEDGE RECEIPT** of payment of the sum of Kenya Shillings Fifty thousand only (Kshs. 50000) from **Kenya Breweries Limited** (hereinafter "KBL") of P.O. Box 30161-00100, Nairobi.

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

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

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

DATED this 28th April day of

2018

Signature & .....

Passport/I.D Number 1088639

COY NO. 3265

Mobile Number .....

0725945456

WITNESS

Signature .....

Name: .....

Address .....

(N<sup>o</sup> 18)

## DISCHARGE VOUCHER

I, Julius Mwangi Kabia, holder of ID no. [ 1276114 ] of P. O. Box [ 564 Kigoma ] do **HEREBY ACKNOWLEDGE RECEIPT** of payment of the sum of Kenya Shillings Forty Fifty thousand only [ (Kshs. 50,500 ) from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

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

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

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

DATED this 30<sup>TH</sup> day of April 2018

Signature .....

Passport/I.D Number 1276114 .....

COY NO. 1643

Mobile Number 0797211379 .....

WITNESS

Signature .....

Name: .....

Address .....

14/01/19

Equity 70070101262607

## DISCHARGE VOUCHER

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

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

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

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

DATED this 30 day of April 2018

Signature ... Murugu ...

Passport/ID Number ... 1873 037 ...

COY NO. 510

Mobile  
Number ... 0723 624 742 ...

**WITNESS**

Signature .....

Name: .....

Address .....

Signature



(N<sup>o</sup> 20)

## DISCHARGE VOUCHER

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

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

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

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

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

Signature ..... 

Passport/I.D Number **6480219**

**COY NO. 4610**

Mobile Number **0720 768656**

**WITNESS**

Signature .....

Name: .....

Address .....



Nº 51

## DISCHARGE VOUCHER

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

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

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

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

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_ 2018

Signature ... [Signature] ...

Passport/I.D Number 3432045

CCY NO. 0079

Mobile Number... 0722801848 ...

### **WITNESS**

Signature ... ..

Name: ... ..

Address ... ..

[Signature]

7/022

## DISCHARGE VOUCHER

I, JAMES MATUNDA SAKI, holder of ID no. [ 6508041 ] of P. O. Box [ 3741 NIAURA ] do HEREBY ACKNOWLEDGE RECEIPT of payment of the sum of Kenya Shillings [ 50,000 ] (Kshs. 50,000 ) from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

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

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

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 2018

Signature [Signature]

Passport/I.D Number 6508041

COY NO. 7333

Mobile Number 0714 985541

### WITNESS

Signature .....

Name: .....

Address .....

[Signature]  
Saver



N<sup>o</sup> 23

## DISCHARGE VOUCHER

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

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

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

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

DATED this 30<sup>th</sup> day of April 2018

Signature Mariaita

Passport/I.D Number 8954441

COY NO. 240

Mobile Number... 0717242027

### WITNESS

Signature .....

Name: .....

Address .....

*Saved*

(N-24)

FAMILY BANK 007000003491

## DISCHARGE VOUCHER

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

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

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

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

DATED this 30th day of April 2018

Signature [Signature]

Passport/I.D Number 8683442

COY NO. 7236

Mobile Number 0725289861

### WITNESS

Signature .....

Name: .....

Address .....

[Signature]

N<sup>o</sup> 25

## DISCHARGE VOUCHER

I, JUSTUS K. MATHEKA, holder of ID no. [3467914] of P. O. Box [TSC KITUI] do **HEREBY ACKNOWLEDGE RECEIPT** of payment of the sum of Kenya Shillings [KShs. 50,000] from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

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

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

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

DATED this 30<sup>th</sup> day of 11 2018

Signature [Signature]

Passport/I.D Number 3467914

COY NO. CS73

Mobile Number 0723347412  
0795611280

### WITNESS

Signature .....

Name: .....

Address .....

[Signature]



**DISCHARGE VOUCHER**

I, Mzungu Mutisya Njoroge, holder of ID no. [ 108 4888 ] of P. O. Box [ 487 MACHAKOS ] do **HEREBY ACKNOWLEDGE RECEIPT** of payment of the sum of Kenya Shillings [ 50,000 ] from **Kenya Breweries Limited** (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

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

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

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

**DATED** this 27<sup>th</sup> day of APRIL 2018

Signature [Signature]

Passport/I.D Number 108 4888

COY No. 1996

Mobile Number 0705 294 807

**WITNESS**

Signature .....

Name: .....

Address .....

[Signature]

No 27

## DISCHARGE VOUCHER

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

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

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

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

DATED this 15<sup>th</sup> Tuesday of May 2018

Signature [Signature]

Passport/I.D Number 36794 27

COY NO. 5094

Mobile Number 0712883666

WITNESS

Signature .....

Name: .....

Address .....

[Signature]

N<sup>o</sup> 28

## DISCHARGE VOUCHER

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

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

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

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

DATED this 30 day of 04 2018

Signature [Signature]

Passport/I.D Number 3363367

COY NO. 4557

Mobile Number 0724404002

### WITNESS

Signature .....

Name: .....

Address .....

Saver



(N<sup>o</sup> 29)

## DISCHARGE VOUCHER

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

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

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

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

DATED this                      day of                      2018

Signature M. M. Machira .....

Passport/I.D Number 2975751 .....

COPY NO. 5570

Mobile Number 0712 558 324 .....

WITNESS

Signature .....

Name: .....

Address .....

*Samer*

10-30 % Nyanibo

## DISCHARGE VOUCHER

LEUSANYABOKE MUDETE

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

Box [ 11502 G.P.O. NDIYABO ] do HEREBY ACKNOWLEDGE RECEIPT of payment of the sum of Kenya Shillings [

(Kshs. 100,000-00) from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

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

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

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

DATED this 30-4 day of 2018

Signature 

Passport/I.D Number ~~568~~

COY NO. 869

Mobile Number 0725538983

WITNESS

Signature .....

Name: .....

Address .....



Nº 31

## DISCHARGE VOUCHER

I, **MAKIMEI MASOUD HAIGANJO**, holder of ID no. [ **1085446-882** ] of P. O. Box [ **40455-2100** ] do HEREBY ACKNOWLEDGE RECEIPT of payment of the sum of Kenya Shillings [ **(Kshs. 50,000)** ] from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

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

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

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

DATED this **26** day of **APRIL** 2018

Signature **[Signature]**

Passport/I.D Number **1085446-882**

Mobile Number **0728 662423**

### WITNESS

Signature .....

Name: .....

Address .....

**[Signature]**



1032

## DISCHARGE VOUCHER

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

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

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

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 2018  
Signature [Signature] 27th APRIL 2018 1277336  
Passport/I.D Number \_\_\_\_\_  
COY NO. 5785

Mobile Number 0736-816446

### WITNESS

Signature .....

Name: .....

Address .....

RECEIVED BY  
[Signature]  
[Stamp]

14-00

## DISCHARGE VOUCHER

I, MOSES OTIENO NDOLU, holder of ID no. [ 1085882 ] of P. O. Box [ 87 SONDU ] do **HEREBY ACKNOWLEDGE RECEIPT** of payment of the sum of Kenya Shillings [ (Kshs. 50,000) ] from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

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

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

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

DATE: this 2 nd day of MAY 2018

Signature ..... Moses .....

Passport/I.D Number 1085882

COY NO. 1369

Mobile Number 0790482476

### WITNESS

Signature .....

Name: .....

Address .....

PROF. J. K. KATHAGE  
ADVOCATE & NOTARY PUBLIC  
P. O. Box 24800-00100  
NAIROBI

10-241  
1003006004062  
Bank

## DISCHARGE VOUCHER

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

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

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

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

DATED this 30th day of April 2018

Signature [Signature]

Passport/I.D Number 5060295

COY NO. 2643

Mobile Number 0721 322058

### WITNESS

Signature .....

Name: .....

Address .....

ADVOCATE KEN ATHEGE  
FOR OATHS  
NOTARY PUBLIC  
P. O. Box 24858 - 00100  
NAIROBI



N<sup>o</sup> 35

## DISCHARGE VOUCHER

I, **FATUMA GATI CHACHA**, holder of ID no. [ **4288** ] of P. O. Box [ **40255-00100** ] do **HEREBY ACKNOWLEDGE RECEIPT** of payment of the sum of Kenya Shillings [ **(Kshs 50,000)** ] from **Kenya Breweries Limited** (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

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

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

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

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

Signature ... **Fati** ...

Passport/I.D Number **6402776**

**4288**

Mobile Number **0725 225649**

### WITNESS

Signature .....

Name: .....

Address .....

ADVOCATE **GEN. CATHEGE**  
FOR OATHS  
NOTARY PUBLIC  
P. O. BOX **24003-00100**  
**NAIROBI**

(Nº 36)

## DISCHARGE VOUCHER

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

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

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

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

DATED this 27/4/ day of 2018

Signature [Signature]

Passport/I.D Number 4817190

COY NO. 7203

Mobile Number 0727173187

### WITNESS

Signature .....

Name: .....

Address .....

ADVOCATE  
P. O. Box 24859 - 00100  
NAIROBI

(N<sup>o</sup> 37)

## DISCHARGE VOUCHER

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

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

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

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

DATED this 8<sup>th</sup> day of April 2018

Signature ... [Signature] .....

Passport/I.D Number ... 1872459 .....

COY NO. 1159

Mobile Number ... 0722370211 .....

### WITNESS

Signature .....

Name: .....

Address .....

ADVOCATE ATHEGE  
FOR OATHS  
NOTARY PUBLIC  
P. O. Box 24859 - 00100  
NAIROBI



(No 38)

## DISCHARGE VOUCHER

I, TIMOTHY LUKI MATHEA, holder of ID no. [ 1277014 ] of P. O. Box [ A KAGUMBO ] do **HEREBY ACKNOWLEDGE RECEIPT** of payment of the sum of Kenya Shillings [ (Kshs. 100,000) ] from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

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

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

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

DATED this 7<sup>th</sup> day of MAY 2018

Signature [Signature]

Passport/I.D Number 1277014

COY NO. 5197

Mobile Number 0711903501

### WITNESS

Signature .....

Name: .....

Address .....

PROF. W. L. MATHEA  
ADVOCATE  
NOTARY PUBLIC  
P. O. BOX 24820-00100  
NAIROBI

(N<sup>o</sup> 39)

## DISCHARGE VOUCHER

I, JOHN KAMAU NJORGE, holder of ID no. [ 1085831 ] of P. O. Box [ 248 Kilimo ] do **HEREBY ACKNOWLEDGE RECEIPT** of payment of the sum of Kenya Shillings [ (Kshs. 50,000) ] from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

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

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

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

DATED this 2 nd day of may, 2018

Signature [Signature]

Passport/I.D Number 1085831

COY NO. 299

Mobile Number 0729427237

### WITNESS

Signature .....

Name: .....

Address .....

EN. ATHEGE  
ADVOCATE FOR OATHS  
NOTARY PUBLIC  
P. O. Box 2485 00100  
NAIROBI

N<sup>o</sup> 40

## DISCHARGE VOUCHER

I, THOMAS WAMBUA NGUI, holder of ID no. [ 4439158 ] of P. O. Box [ 21533-0055 NAI ] do **HEREBY ACKNOWLEDGE RECEIPT** of payment of the sum of Kenya Shillings [ (Kshs. 50,000.00) ] from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

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

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

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

DATED this 27<sup>th</sup> day of APRIL 2018

Signature [Signature] ..... Passport/I.D Number 4439158 .....

Mobile Number 0722354973 .....

### WITNESS

Signature .....

Name: .....

Address .....

ADVOCATE ATHEGE  
NOTARY PUBLIC  
P. O. BOX 24650-00100  
NAIROBI



(N<sup>o</sup> 41)

## DISCHARGE VOUCHER

I, **CHRISTINE NDUKU**, holder of ID no. [ **1276267** ] of P. O. Box [ ] do **HEREBY ACKNOWLEDGE RECEIPT** of payment of the sum of Kenya Shillings [ ] (Kshs. (00,000-00) ) from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box 39161-00100, Nairobi.

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

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

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

DATED this **26<sup>th</sup>** day of **April**, 2018

Signature **[Signature]**

Passport/ID Number **1276267**

Mobile Number **0722 633549**

### WITNESS

Signature .....

Name: .....

Address .....

ADVOCATE  
KENYATHEGE  
FOR OATHS  
NOTARY PUBLIC  
P.O. BOX 24552-00100  
NAIROBI

DISCHARGE VOUCHER

I, ALVIS KINGOLO GICHATHA, holder of ID no. [ 108-5379 ] of P. O. Box [ 520 KISII ] do **HEREBY ACKNOWLEDGE RECEIPT** of payment of the sum of Kenya Shillings [ (Kshs. 100,000) ] from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

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

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

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

DATED this 30th day of April 2018

Signature [Signature]

Passport/I.D Number 108-5379

COY NO. 1725

Mobile Number 0723454809

## WITNESS

Signature .....

Name: .....

Address .....

ADVOCATE JEAN KATHAGE  
FOR OATHS  
NOTARY PUBLIC  
P. O. Box 24050 - 00100  
NAIROBI

Nº 43

## DISCHARGE VOUCHER

I, MICHAEL M. MURRAY, holder of ID no. [ 2604197 ] of P. O. Box [ 199-20120 ] do HEREBY ACKNOWLEDGE RECEIPT of payment of the sum of Kenya Shillings [ 50,000/- ] (Kshs. 50,000/-) from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

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

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

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

DATED this 3<sup>rd</sup> day of May 2018

Signature ..... M. Muray .....

Passport/I.D Number 2604197

COY NO. 4355

Mobile Number 074 768 851

### WITNESS

Signature .....

Name: .....

Address .....

ADVOCATE  
ATHEGE  
FOR OATHS  
NOTARY PUBLIC  
P. O. Box 24060 - 00100  
NAIROBI



DISCHARGE VOUCHER

I, ROSE M. MUTHUKU, holder of ID no. [ 1276348 ] of P. O. Box [ 199-00100 ] do HEREBY ACKNOWLEDGE RECEIPT of payment of the sum of Kenya Shillings [ (Kshs. 100,000/-) ] from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

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

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

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

DATED this 3<sup>rd</sup> day of May 2018

Signature 0724322900  
Rose

Passport/I.D Number 1276348

COY NO. 4091

Mobile Number 0724322900

WITNESS

Signature .....

Name: .....

Address .....

ADVOCATE  
ATHEGE  
FOR OATHS  
& NOTARY PUBLIC  
P. O. Box 24688-00100  
NAIROBI

(No 45)

## DISCHARGE VOUCHER

I, Rhoda Muriuki Ngemo, holder of ID no. [ ] of P. O. Box [ 32232 Ngemo ] do **HEREBY ACKNOWLEDGE RECEIPT** of payment of the sum of Kenya Shillings [ ] (Kshs. /£ 0,000= ) from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

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

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

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

**DATED** this [ ] day of 2018

Signature [ ]

Passport/I.D Number 1872475

COY NO. 5586

Mobile Number 0720 723 578

### **WITNESS**

Signature [ ]

Name: [ ]

Address [ ]

ADVOCATE  
ATHEGE  
FOR OATHS  
NOTARY PUBLIC  
P. O. Box 24059 - 00100  
NAIROBI

(Nº 46)

## DISCHARGE VOUCHER

I, ANTHONY KILASO KIWANJA, holder of ID no. [ 5047824 ] of P. O. Box [ 106266-00100 ] do **HEREBY ACKNOWLEDGE RECEIPT** of payment of the sum of Kenya Shillings [ (Kshs. 50,000) ] from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

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

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

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

DATED this 27<sup>th</sup> day of April 2018

Signature ... [Signature] ...

Passport/LD Number ... 5047824 ...

COY NO: 4120

Mobile Number ... 0725234280 ...

### WITNESS

Signature ... ..

Name: ... ..

Address ... ..

ADVOCATE  
IN FOR OATHS  
SECRETARY PUBLIC  
P. O. Box 24355, 00100  
NAIROBI



N<sup>o</sup> 47

## DISCHARGE VOUCHER

I, JOSEPH KOKOYO Omonya holder of ID no. [1084834] of P. O. Box [N/A] do **HEREBY ACKNOWLEDGE RECEIPT** of payment of the sum of Kenya Shillings [ ] (Kshs. 1000.00/-) from **Kenya Breweries Limited** (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

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

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

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

**DATED** this 26<sup>th</sup> day of APRIL 2018

Signature .....

Passport/I.D Number 1084834 .....

CV

3057

Mobile

Number .....

### **WITNESS**

Signature .....

Name: .....

Address .....

ATHEGE  
NOTARY PUBLIC  
P. O. Box 24658 - 00100  
NAIROBI

No 48

## DISCHARGE VOUCHER

I, ANARGU KAMALI GATEG, holder of ID no. [8350812] of P. O. Box [72618-00200] do **HEREBY ACKNOWLEDGE RECEIPT** of payment of the sum of Kenya Shillings 100,000 ONE HUNDRED THOUSAND (Kshs. 100,000) from **Kenya Breweries Limited** (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

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

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

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

DATED this 27<sup>th</sup> day of April 2018

Signature [Signature]

Passport/I.D Number 8350812

COY NO 5864

Mobile Number 0721904985

### WITNESS

Signature .....

Name: .....

Address .....

ADVCA  
NOTARY PUBLIC  
P. O. Box 21580-00100  
NAIROBI

Nº 49

## DISCHARGE VOUCHER

I, GEORGE NAIKRU MURRAY, holder of ID no. [ 1872416 ] of P. O. Box [ 10100 351 ] do **HEREBY ACKNOWLEDGE RECEIPT** of payment of the sum of Kenya Shillings [ 100,000 ] (Kshs. 100,000) from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

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

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

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 2018

Signature [Signature]

Passport/I.D Number 1872416

COY NO. 6023

Mobile

Number 0712 445818

WITNESS

Signature .....

Name: .....

Address .....

ADVOCATE  
FOR OATHS  
P. O. Box 21650  
NAIROBI



(N<sup>o</sup> 50)

## DISCHARGE VOUCHER

I, LINUS B. OMBUNA, holder of ID no. [ 1873846 ] of P. O. Box [ 192-40200 ] do KEVBO-KISI **HEREBY ACKNOWLEDGE RECEIPT** of payment of the sum of Kenya Shillings [ 50000 ] (Kshs. 50000/-) from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

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

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

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

**DATED** this 30<sup>th</sup> day of April 2018

Signature ..... [Signature] .....

Passport/I.D Number 1873846 .....

COY NO. 3746

Mobile Number 0713 235 710 .....

### **WITNESS**

Signature .....

Name: .....

Address .....

ATHEGE  
ADVOCATE & NOTARY PUBLIC  
P. O. Box 24552-00100  
NAIROBI

(N<sup>o</sup> 51)

## DISCHARGE VOUCHER

I, NZIKI NDUNDA, holder of ID no. [ 7344118 ] of P. O. Box [ ] do **HEREBY ACKNOWLEDGE RECEIPT** of payment of the sum of Kenya Shillings [ ] (Kshs. 50,000 ) from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

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

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

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

DATED this 2<sup>nd</sup> day of MAY 2018

Signature [Signature]

Passport/I.D Number 7344118

COY NO. 956

Mobile Number 0719107040

### WITNESS

Signature .....

Name: .....

Address .....

ADVLL  
FOR OATHS  
& NOTARY PUBLIC  
P.O. Box 21550  
NAIROBI



## DISCHARGE VOUCHER

1. DAVID S. KILUNDO

holder of ID no. 1 2024 719 1 of P. O

Box 1

I do HEREBY ACKNOWLEDGE RECEIPT of payment of the

Sum of Kenya Shillings ONE HUNDRED THOUSAND

[(Kshs. 100,000/-) from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

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

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

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

DATED this 14 day of 05 2018

Signature: 

Passport/ID Number 3024719

Contract No. 600

Model Number: 0710-72, 0710, 222799

WITNESS

Signature: *[Handwritten Signature]*

Name: Lyndon R. Maxwell

Address: P.O. Box 1500A, Maitre (KINSHASA)

ADVCLAI  
& NOTARY PUBLIC  
P. O. Box 24658-00100  
NAIROBI



Nº 53

Deceased

## DISCHARGE VOUCHER

I, GIDEON OMBURA OUMA, holder of ID no. [ 1688442 ] of P. O. Box [ ] do HEREBY ACKNOWLEDGE RECEIPT of payment of the sum of Kenya Shillings [ ] (Kshs. 100,000 ) from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

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

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

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

DATED this 6/5 day of 2018

Signature .....

Passport/ID Number 1688442

COY NO. 3788

Mobile Number... 0720766879

### WITNESS

Signature .....

Name: .....

Address .....

ADVOCATE  
NOTARY PUBLIC  
P. O. Box 21858-00100  
NAIROBI

(No 54)

## DISCHARGE VOUCHER

I, WAMBUN MBELEZI, holder of ID no. [ 1872356 ] of P. O. Box [ ] do **HEREBY ACKNOWLEDGE RECEIPT** of payment of the sum of Kenya Shillings One hundred only [ (Kshs. 100,000/- ) from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

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

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

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

DATED this 10th Tues day of May, 2018

Signature Wambun Mbelez

Passport/ID Number 1872356

COY NO. 2806

Mobile Number 0721972881

WITNESS

Signature .....

Name: .....

Address .....

ADVOCATE  
& NOTARY PUBLIC  
P. O. Box 24659 - 00100  
NAIROBI  
THEGE  
FOR OATHS

(No 55)

## DISCHARGE VOUCHER

I, Lawrence Mwangi Imer, holder of ID no. [1872484] of P. O. Box [300THAYA] do HEREBY ACKNOWLEDGE RECEIPT of payment of the sum of Kenya Shillings [ (Kshs. 50,000 ) from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

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

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

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

DATED this 30<sup>th</sup> day of April 2018

Signature [Signature]

Passport/I.D Number 1872484

COY NO. 1140

Mobile Number 0720061425

### WITNESS

Signature .....

Name: .....

Address .....

ADVOCATE  
FOR OATHS  
& NOTARY PUBLIC  
P. O. BOX 24859 - NAIROBI  
NAIROBI



(N° 56)

## DISCHARGE VOUCHER

I, SIMON N. WANYEKI, holder of ID no. [5794938] of P. O. Box [ ] do **HEREBY ACKNOWLEDGE RECEIPT** of payment of the sum of Kenya Shillings fifty thousand only [ ] (Kshs. 50,000) from **Kenya Breweries Limited** (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

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

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

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 2018

Signature [Signature]

Passport/I.D Number 5794938

COY No 1885

Mobile Number 0720999283

### WITNESS

Signature .....

Name: .....

Address: .....

ADVOCATE  
IN CHARGE  
P. O. Box 24852-00100  
NAIROBI

200 57

## DISCHARGE VOUCHER

I, EDWARD MOLI, holder of ID no. [ 1085900 ] of P. O. Box [ 166266-00100 ] do **HEREBY ACKNOWLEDGE RECEIPT** of payment of the sum of Kenya Shillings [ 100,000 ] (Kshs. 100,000 ) from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

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

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

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

DATED this 27th day of April 2018

Signature [Signature]

Passport/I.D Number .....

COY NO. 3970

Mobile Number 0713304232

### WITNESS

Signature .....

Name: .....

Address .....

ADVOCATE  
& NOTARY PUBLIC  
P. O. Box 21856-00100  
NAIROBI  
ATHEGE

N<sup>o</sup> 58

## DISCHARGE VOUCHER

I, Phillip Mutheke Nyanzi, holder of ID no. [ 5045539 ] of P. O. Box [ 311 ] do **HEREBY ACKNOWLEDGE RECEIPT** of payment of the sum of Kenya Shillings MTIC AND E1 [ (Kshs. ) from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

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

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

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

DATED this 30 day of April 2018

Signature ..... N. Mutheke .....

Passport/I.D Number .....

COY NO. 2326

Mobile Number 0720905483

### WITNESS

Signature .....

Name: .....

Address .....

ADVOCATE & NOTARY PUBLIC  
P.O. BOX 24659-00100  
NAIROBI  
ATHEGE  
FOR OATHS



NO. 59

## DISCHARGE VOUCHER

DC: 0001729

I, LEVELYN P. A. DYWA,

holder of ID no. [ 1276293 ] of P. O. Box [ 51585 00200 ] do **HEREBY ACKNOWLEDGE RECEIPT** of payment of the sum of Kenya Shillings FIFTY THOUSAND [ (Kshs. 50,000/= ) from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

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

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

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

DC: 0001729

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 2018

1276293

Signature ... [Signature] ...

Passport/I.D Number ... B ...

COY NO. 3717

Mobile Number ... 0721 611 567 ...

### WITNESS

Signature ... ..

Name: ... ..

Address ... ..

ADVOCATE

FOR OATHS

NOTARY PUBLIC

P. O. Box 24559-00100

NAIROBI

(No 60)

Bank ] 01109808019000

## DISCHARGE VOUCHER

I, NYAMBAZIGA S. CIVIGIE, holder of ID no. [ 1085396 ] of P. O. Box [ 192-40200 KEUMBU ] do **HEREBY ACKNOWLEDGE RECEIPT** of payment of the sum of Kenya Shillings [ 50,000/- ] (Kshs. 50,000/- ) from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

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

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

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

DATED this 30 day of April 2018

Signature ... [Signature] .....

Passport/ID Number 1085396 .....

COY NO. 2674

Mobile Number ... 0711 815 290 .....

### WITNESS

Signature .....

Name: .....

Address .....

ADVOCATE  
ATHEGE  
& NOTARY PUBLIC  
P. O. Box 21650, 00100  
NAIROBI



N<sup>o</sup> 61

## DISCHARGE VOUCHER

I, JOHN KIVULI, holder of ID no. 3693578 of P. O. Box 5 do HEREBY ACKNOWLEDGE RECEIPT of payment of the sum of Kenya Shillings One hundred thousand (Kshs. 100,000) from Kenya Breweries Limited (herein after "KBL") of P. O. Box 30161-00100, Nairobi.

I HEREBY ACCEPT the aforesaid sum in full and final settlement of all sums due to me under the judgement in High Court Civil Case No 279 of 2001- Lawrence Ndutu and others vs Kenya Breweries Limited ("the Suit").

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

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

DATED this 4<sup>th</sup> day of 15 2018

Signature [Signature]

Passport/I.D Number 3693578

Mobile Number 0710806949

COMPANY NO 7926

WITNESS

Signature [Signature]

Name Francis Ngunjiri Kuetuba

Address Plot 332590

ADVOCATE & NOTARY PUBLIC  
P.O. Box 24659-00100  
NAIROBI



(N<sup>o</sup> 62)

DISCHARGE VOUCHER

**PETER MWENGI XIGUNEE**

Ref: **98808-NBA**

**4590121**

Sum of KES 100,000/-

Sum of KES 100,000/-

Sum of KES 100,000/-

I HEREBY ACKNOWLEDGE the payment made to me by KBL in full and final settlement of all claims and demands against KBL and its parent company and its insurers, in respect of my employment with KBL from 1st June 1983 to 31st May 1984, and I hereby release and discharge KBL, its directors, officers, employees, agents, successors or assigns from all claims or any further liability of me arising from my former employment with KBL, and in the full and final settlement of my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits or payments (whether known or unknown) that may be due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

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

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

**Monday**

DATED the **30<sup>th</sup>** April 2018 at **APRIC** 2018

Signature

*[Signature]*

Passport ID Number

**4590121**

Coy No: **5842**

**5642**

WITNESS

Signature

Name

**ATHEGE**  
ADVOCATE & NOTARY PUBLIC  
P.O. Box 24600-00100  
NAIROBI



DISCHARGE VOUCHER

1. SUSAN RASMAS CHITECHI, holder of ID no. 2261715 of P.O. Box 87528 Mt Kenya HEREBY ACKNOWLEDGE RECEIPT of payment of the sum of Kenya Shillings (Kshs. 100,000/-) from Kenya Breweries Limited (hereinafter "KBL") of P.O. Box 20000 Nairobi.

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

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

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

DATED this 30<sup>th</sup> May day of April 2018

Signature Susan Rasmachitechi

Passport/I.D Number 2261715

Coy No: 7986

Mobile 0723792585

Name Susan Rasmachitechi

WITNESS

Signature [Signature]

Name [Name]

Address [Address]

ATHEGE  
ADVOCATE FOR OATHS  
& NOTARY PUBLIC  
P.O. Box 24659-00100  
NAIROBI

(No 64)

## DISCHARGE VOUCHER

I, JOHN MUKHEM (KINYA), holder of ID no. [ 1276301 ] of P. O. Box [ 145 KARATINA ] do **HEREBY ACKNOWLEDGE RECEIPT** of payment of the sum of Kenya Shillings [ ] (Kshs. ) from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

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

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

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

DATED this 27<sup>th</sup> day of APRIL 2018

Signature [Signature]

Passport/I.D Number 1276301

COY NO. 5964

Mobile Number 0722 819410

### WITNESS

Signature .....

Name: .....

Address .....

ADVOCATE  
FOR THE  
P.O. BOX 24685 - NAIROBI  
NAIROBI



DISCHARGE VOUCHER

I, ROBERT MUKURUMU NJOLO holder of ID No. 16528420 of P.O. Box 19352 S.M.S. 1400 HEREBY ACKNOWLEDGE RECEIPT of payment of the sum of Kenya Shillings

KShs. 500,000/= from Kenya Breweries Limited (hereinafter "KBL" of P.O. Box 30161 00100 Nairobi).

I HEREBY ACCEPT the aforesaid sum in full and final settlement of all sums due to me under the judgment in High Court Civil Case No 272 of 2003 Lawrence Ndutu and others vs Kenya Breweries Limited ("the Suit").

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

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

DATED this 17th day of April, 2018.

Signature: [Signature]

Passport ID Number: 16528420

Company No: 1754

Mobile Number: 0723141940

WITNESS

Signature

Name

Address

ADVCA  
NOTARY PUBLIC  
P.O. Box 24659-00100  
NAIROBI



Nº 66

## DISCHARGE VOUCHER

I, DAVID N. MUTWI, holder of ID no. 1873900 of P. O. Box 1 do HEREBY ACKNOWLEDGE RECEIPT of payment of the sum of Kenya Shillings ONE HUNDRED THOUSAND (Kshs. 100,000/-) from Kenya Breweries Limited (herein after "KBL") of P. O. Box 50161-00100, Nairobi.

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

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

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

DATED this 4<sup>th</sup> day of 05 2018

Signature: David N. Mutwi

Passport/I.D Number 1873900

COMPANY NO 2846

Mobile Number 0716967801

WITNESS

Signature: [Signature]

Name: [Name]

Address: [Address]

THESE  
ATTEST  
& NOTARY PUBLIC  
P. O. Box 24259-00100  
NAIROBI



P.O. 67

## DISCHARGE VOUCHER

I, **JUMA MOHAMED KIDANGA**, holder of ID no. **5301195** of P. O. Box **262 MARIAKANI** do HEREBY ACKNOWLEDGE RECEIPT of payment of the sum of Kenya Shillings **(KShs. 100,000/-)** from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box **20163-00101 Nairobi**.

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

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

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

DATED this **30<sup>th</sup>** day of **APRIL** 2018

Signature **JMK**

Passport/ID Number **5301195**

COMPANY NO **7932**

Mobile Number **0720771530**

WITNESS

Signature

Name

Address

THE GE  
ADVOCATE FOR OATHS  
& NOTARY PUBLIC  
P. O. Box 24869-00100  
NAIROBI



N<sup>o</sup>. 68

## DISCHARGE VOUCHER

I, **MOHAMED SAID BWANAIMANI**

Holder of ID no. **4590046**

of P. O.

Box 1

I **HEREBY ACKNOWLEDGE RECEIPT** of payment of the

sum of Kenya Shillings

(KShs. **100,000/-**)

from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box 30161 00101 Nairobi.

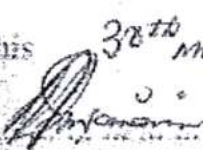
I **HEREBY ACCEPT** the aforesaid sum in full and final settlement of all sums due to me under the judgement in High Court Civil Case No 279 of 2003- Lawrence Ndutu and others vs Kenya Breweries Limited ("the Suit").

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

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

DATED this **30<sup>th</sup>** Monday day of **April** 2018

Signature



Passport/I.D Number

**4590046**

Company No. **7807**

Mobile Number

**0720789083**

WITNESS

Signature

Name

Address

ADVCCAT

THEGE

NOTARY FOR OATHS

& NOTARY PUBLIC

P. O. Box 24859-00100

NAIROBI



(No 69)

## DISCHARGE VOUCHER

I, GIDEON K. MWENGI, holder of ID no. 1146965 of P.O. Box 1  
do HEREBY ACKNOWLEDGE RECEIPT of payment of the  
sum of Kenya Shillings One Hundred Thousand  
(Kshs. 100,000/-) from Kenya Breweries Limited (herein after "KBL") of P.O. Box  
30161-00100, Nairobi.

I HEREBY ACCEPT the aforesaid sum in full and final settlement of all sums due to me  
under the judgement in High Court Civil Case No 279 of 2001- Lawrence Ndutu and  
others vs Kenya Breweries Limited ("the Suit").

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

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

DATED this 4<sup>th</sup> day of 05 2018

Signature [Signature]

Passport/ID Number 1146965

Company No. 436

Mobile Number 07222905956

WITNESS  
Signature [Signature]

Name DAVID MUTINI

Address Box 11000 A (Mutini) Kariakoo, Nairobi

THESE  
ADVOCATE & NOTARY PUBLIC  
P.O. Box 24659-00100  
NAIROBI



1, No 70

## DISCHARGE VOUCHER

I, FRANCIS NGUNZE KUALUKA, holder of ID no. 16019303 of P. O. Box 1 do HEREBY ACKNOWLEDGE RECEIPT of payment of the sum of Kenya Shillings ONE HUNDRED THOUSAND (Kshs. 100,000) from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

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

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

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

DATED this 4<sup>th</sup> day of 05 2018

Signature [Signature]

Passport/I.D Number 16019303

Mobile Number FRANCIS NGUNZE KUALUKA  
0720-32590

Commitment No 122

WITNESS

Signature [Signature]

Name JOHN KIWALI

Address 0710 80 89 49

PROF. E. A. THEGE  
ADVOCATE & NOTARY PUBLIC  
P. O. Box 21559-00100  
NAIROBI



NO 71

## DISCHARGE VOUCHER

I, DOLOTHY SHENGE, holder of ID no. [ 1276476 ] of P. O. Box [ 50907 00200 NBI ] do HEREBY ACKNOWLEDGE RECEIPT of payment of the sum of Kenya Shillings FIFTY THOUSAND SHILLINGS ONLY [ (Kshs. 50,000/- ) from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

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

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

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

DATED this 30 day of April 2018

Signature ..... [Signature] .....

Passport/ID Number ... 1276476 .....

COY NO. 6307

Mobile Number ... 0735 271972 .....

### WITNESS

Signature .....

Name: .....

Address .....

ADVOCATE  
& NOTARY PUBLIC  
P. O. Box 24650  
NAIROBI

(W-72)

## DISCHARGE VOUCHER

I, MAURICE SAKWA, holder of ID no. [ 4871070 ] of P. O. Box [ ] do HEREBY ACKNOWLEDGE RECEIPT of payment of the sum of Kenya Shillings [ (Kshs. 50,000 ) from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

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

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

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

DATED this 27 April day of 2018

Signature ..... *Maurice Sakwa* .....

Passport/I.D Number 4871070

COY NO. 4331

Mobile Number 0729931304

### WITNESS

Signature .....

Name: .....

Address .....

ADVOCATE  
IN FOR OATHS  
& NOTARY PUBLIC  
P.O. Box 24059-00100  
NAIROBI

14<sup>th</sup> 73

## DISCHARGE VOUCHER

I, STANLEY GEORGE KENBARA, holder of ID no. [ 8350705 ] of P. O. Box [ 720 KIS II ] do HEREBY ACKNOWLEDGE RECEIPT of payment of the sum of Kenya Shillings [ (Kshs. 100,000/-) ] from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

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

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

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

DATED this 30<sup>th</sup> day of April 2018

Signature [Signature]

Passport/ID Number 8350705

COY NO. 7132

Mobile 0722368612

Number 0733.870.619

### WITNESS

Signature .....

Name: .....

Address .....

ADVOCATE  
FOR OATHS  
& NOTARY PUBLIC  
P. O. Box 24658 - 00100  
NAIROBI



NO 74

## DISCHARGE VOUCHER

I **BALUS KAHU BAKARI** (holder of ID no. **1277335**) of P.O. Box **77575** **NAIROBI** HEREBY ACKNOWLEDGE RECEIPT of payment of the sum of Kenya Shillings **(KShs. 100,000/-)** from Kenya Breweries Limited (hereinafter "KBL") of P.O. Box **303** of **00100** Nairobi.

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

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

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

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

Signature: **BALUS KAHU BAKARI**

Passport/I.D Number: **1277335**

Mobile Number: **0717761415**

Company Name: **1845**

WITNESS

Signature

Address

Office

Name

P.O. Box

24960

Address

NAIROBI



(NO. 75)

## DISCHARGE VOUCHER

I, GEORGE KINYACHU MASHENI

Holder of ID No. 123428

POB Q

Box 82545 Mombasa, do HEREBY ACKNOWLEDGE RECEIPT of payment of the sum of Kenya Shillings

[KShs. 122,000/-] from Kenya Breweries Limited (hereinafter "KBL") of P.O. Box 30751-00100 Nairobi.

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

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

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

DATED this 25 day of April 2018.

Signature: [Signature]

Dispensed Number 123428

Case No. 7461

Mobile

Number

WITNESS

Signature

Name

Address

ADVOCATE

WILHELM

P.O. BOX 24659

NAIROBI







(IN 76)

## DISCHARGE VOUCHER

I, **DZOMBO CHARLES MURUA**

holder of ID no. **P-2171654** of P.O.

Box **1935-35 P.O.** HEREBY ACKNOWLEDGE RECEIPT of payment of the

sum of Kenya Shillings

**(Kshs. 1,240,000/-)** from Kenya Breweries Limited (hereinafter "KBL") of P.O. Box

**3016 P.O. 100 Nairobi**

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

IN CONSIDERATION of the aforesaid payment, I, my personal representatives or any other person as my successor, hereby release and discharge KBL, all its affiliated bodies, directors, officers, employees, agents, successors or assigns, from all claims or any further liability to me arising from my former employment with KBL, and in the Suit herein, I will not claim to make any future claims for any amounts, expenses, losses, damages, rights, benefits or emoluments (whether known or unknown) that may be due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

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

DATED this **23** day of **July**, 2013

Signature of

DISPATCHED Number **2171654**

Mobile Number **0740142846**

Receipt No. **6507**

WITNESS

Signature

Name

Address

ADVOCA

THEGE

Box

Box

P.O.

P.O.

Box

Box

Box

Box

Box

Box

Box

Box

Box

Box

Box

Box

Box

Box

Box

Box

Box

Box

Box

Box

Box

Box

Box

Box



No. 771

## DISCHARGE VOUCHER

I, Lawrence Ndutu holder of ID no. 137659 of P.O. Box 100100 Nairobi HEREBY ACKNOWLEDGE RECEIPT of payment of the sum of Kenya Shilling (Kshs. 100,000/-) from Kenya Breweries Limited (hereinafter "KBL") of P.O. Box 3011 100100 Nairobi.

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

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

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

DATED this 27th day of April 2018.

Signed

Passport ID Number

865742

Mobile Number

011-4413808

Signature No.

7964

WITNESS

Signature

Name

Address

ACKNOWLEDGED

THE GE

Stamp

RECEIVED

P.O. Box 2050-00100

NAIROBI







No. 78

**DISCHARGE VOUCHER**

HAMMEXON

I, UGLAS HARRISON MALING (holder of ID no. 4596184) of P.O.

Box 392/1001 do HEREBY ACKNOWLEDGE RECEIPT of payment of the sum of Kenya Shilling

[KShs. 100,000/-] from Kenya Breweries Limited (hereinafter "KBL") of P.O. Box 30160/00100 Nairobi.

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

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

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

DATED this 20th day of April 2018.

Signature: [Signature]

DISCHARGE Number: 4596184

Mobile Number: 0726157863

STAMP NO: 1237

WITNESS

Signature

Name

Address

ADVOCATE: JOHN KATHAGE  
Sole Practitioner  
P.O. Box 21679-00100  
Nairobi



(No. 790)

**DISCHARGE VOUCHER**

**MoHAMED HAMADI MMAM GURU**  
c/o 1. Hamad Jama MoHAM GURU

Amount of Money: KSh 100,000/-  
I have received from the above named person the sum of KSh 100,000/-

I HEREBY ACCEPT the aforesaid sum as full and final settlement of all claims for or on behalf of the applicant in High Court Civil Case No. 279 of 2003, between the applicant and others vs Kenya Airways Limited (the Suit).

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

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

DATED 30<sup>th</sup> Monday day of April 2015

Signature

**MoHAMED HAMADI MMAM GURU ID 31611636**  
c/o

Passport ID Number 4590243

Company No 7726

**WITNESS**

Signature

Name

Address

**ADVOCATE ATHEGE**  
ASSISTANT FOR OATHS  
& NOTARY PUBLIC  
P.O. Box 24669 - 00100  
NAIROBI

(N<sup>o</sup> 80)

**DISCHARGE VOUCHER**

I, **LEONARD DUME MBOGA**

aka **392 KLM**

Passport ID no: **0671579**

Sum of Ksh. 100,000/-

has been received from Kenya Breweries Limited (the "Suits")

THEREBY ACCEPT the aforesaid sum as full and final settlement of all sums due by me under the judgment in High Court Civil Case No 279 of 2003, Lawrence Nduku and others vs Kenya Breweries Limited (the "Suits")

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

I further shall not make any demand or claim whatsoever against KBL, its members and/or its parent company and its insurers.

DATED this **2<sup>nd</sup>** **Waxes** day of **May** 2012

Signature 

Passport ID Number **0671579**

Company No: **7709**

**0718393151**

WITNESS

Signature

Name

Address

**ATHEGE**  
ADVOCATE & NOTARY PUBLIC  
P.O. Box 24660-00100  
NAIROBI



NE. 81

## DISCHARGE VOUCHER

I, LAWRENCE NDIITU holder of ID no. 218/263 of P.O. Box 2609 in NAIROBI do HEREBY ACKNOWLEDGE RECEIPT of payment of the sum of Kenya Shillings

[KShs. 1,000,000/-] from Kenya Breweries Limited (hereinafter "KBL") of P.O. Box 3016 in NAIROBI.

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

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

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

DATED this 24 day of APRIL 2015.

Signature



Passport ID Number

218/263

Name

Number

LAWRENCE NDIITU

Company No.

74403

WITNESS

Signature

Name

Address

ADJUDICATOR

NAME

P.O. Box

NAIROBI

ATTEST

NAME

P.O. Box

NAIROBI



14-82

% Josephine NNDosho

**NEWLY NIDOSHO DISCHARGE VOUCHER**

**JOSEPHINE CHELEL NIDOSHO**

**NO. 420 MKI**

**22422317**

**KES 100,000**

**JOSEPHINE CHELEL NIDOSHO**

**KES 100,000**

**JOSEPHINE CHELEL NIDOSHO**

I HEREBY ACCEPT the payment made to me of the sum of KES 100,000 (one hundred thousand shillings) being the sum of KES 100,000 (one hundred thousand shillings) payable to me by the Kenya Airways Limited (KAL) in respect of my share of the KAL shares.

IN CONSIDERATION of the aforesaid payment I, my personal representatives or assigns, my heirs, my successors or assigns hereby release and discharge KAL, its officers, directors, employees, agents, successors or assigns from all claims or demands of any kind or nature arising from my former employment with KAL, and in the full discharge of my right to make any claims or demands for any amounts, expenses, losses, liabilities, damages, compensation (whether known or unknown) that may be due to me from KAL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further undertake to make any arrangement in my name whatsoever against KAL, its officers, directors, employees, agents, successors or assigns.

DATED this 30<sup>th</sup> March 1982

Signature *Josephine NNDosho*

Witness ID No. 22422317  
Company No. 441

0724658252

**WITNESS**

**Signature**

**Name**

**Address**

ADVOCATE  
FOR OATHS  
& NOTARY PUBLICS  
P.O. Box 24858-90120  
NAIROBI



No 83

## DISCHARGE VOUCHER

I, **SAMUEL AKATHU**, ID No. **0172352**, P.O. Box **24659**, do HEREBY ACKNOWLEDGE RECEIPT of payment of the sum of Kenya Shillings

(Kshs. **1,000,000/-**) from Kenya Breweries Limited (hereinafter "KBL") P.O. Box **24659** Nairobi.

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

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

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

DATED this **26th** day of **July**, 2018.

Signature

*[Signature]*

Passport ID Number

**0172352**

Mobile Number

**928 891074**

Company No

**3486**

WITNESS

Signature

Name

Name

ATTEST

NOTARY PUBLIC

P.O. Box 24659

NAIROBI

ATTEST

NOTARY PUBLIC

P.O. Box 24659

NAIROBI







## DISCHARGE VOUCHER

1. DARIO S. KILAMBATHAN <sup>holder of ID box</sup> 5395574-1-1-0

Box 119 Mw. 1/10/71 I HEREBY ACKNOWLEDGE RECEIPT of cash in the sum of Kenya Shillings

(KShs. 100,000) from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box 50102/00100 Nairobi.

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

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

It further shall not make any demand of any nature whatsoever against KHL, its insurers and/or its parent company and its insurers.

DATED this 29<sup>th</sup> day of April 2019

SIEMENS 

Passport ID Number: 2395574

Yacht: 0721267234  
Number:

C. 100-11-788

## VIENNESS

Name \_\_\_\_\_

100

10/20/71  
P.O. Box 24659 - 00100  
NARROW



10

11

12

13



(NO 85)

## DISCHARGE VOUCHER

I BONNIE LAWRENCE KIRICHA, holder of ID no. 14990801 of P.O. Box 93533 M.A. do HEREBY ACKNOWLEDGE RECEIPT of payment of the sum of Kenya Shillings

(KShs) 150,000/- from Kenya Breweries Limited (hereinafter "KBL") of P.O. Box 20101-00100 Nairobi.

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

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

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

DATED this 28<sup>th</sup> day of April 2018.

Signature

Passport ID Number

14990801

Mobile Number

0712441391

Civil ID No.

2915

WITNESS

Signature

Name

Address

ACCRA

THE GE

1st Floor, 1st Floor, 1st Floor

P.O. Box 24859-00100

NAIROBI







No 86

## DISCHARGE VOUCHER

I, WILSON KIPKIRI (holder of ID no. 101 58 85) of P.O. Box 192 589 NTA hereby ACKNOWLEDGE RECEIPT of payment of the sum of Kenya Shillings:

(Kshs. 15,600/-) from Kenya Breweries Limited (hereinafter "KBL") of P.O. Box 3016 00100 Nairobi.

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

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

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

DATED this 27th day of July 2018.

Signature: [Signature]

Passport ID Number: 156 245

Mobile Number: 29 360 217

Company No: 14 27

WITNESS

Signature: [Signature]

Name: [Name]

Address: [Address]

ATTEST  
FOR KBL  
P.O. Box 24650 00100  
NAIROBI



No 87

DISCHARGE VOUCHER

**DILTON PASCAL KITAU**, holder of ID no **0507483**  
Box **19 MWAKATE** I HEREBY ACKNOWLEDGE RECEIPT of payment of KSh  
sum of Kenya Shillings  
**(KShs 100,000/=)** from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box  
100, Nairobi.

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

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

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

DATED this **13<sup>th</sup>** **SUNDAY** day of **MAY** 2018

Signature **KITAU**

Passport/I.D Number **0507483**

Company No: **0502**

ADAMU  
NOTARY PUBLIC  
P.O. Box 24658-00100  
NAIROBI



V<sup>u</sup> 88

DISCHARGE VOUCHER

I **BONIFACE MOTOBU NDIRICA**, bearing ID No. **1908453**  
No. **171 NUNGUNE** I HEREBY ACKNOWLEDGE RECEIPT of payment of the  
sum of **150,000/-** (One Hundred and Fifty Thousand Shillings) from **Kempu Breweries Limited** (hereinafter "KBL") in full and final  
settlement of all my claims against KBL.

I HEREBY ACCEPT the amount sum of full and final settlement of all my claims against the  
said KBL, pursuant to High Court Civil Case No. 279 of 2003. **Lawrence Ndumu** and  
others vs **Kempu Breweries Limited** (the suit).

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

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

DATED this **30TH** MON day of **April** 2008

Signature **Bohwa-**

Passport ID Number **1908453**

Coy 7868

No. **0725623905**

WITNESS

Signature

Signature

Signature

THESE  
ADVOCATE & NOTARY PUBLIC  
P.O. Box 24659-00100  
NAIROBI



(No 89)

## DISCHARGE VOUCHER

I, KENYAN WILLY holder of ID no. 11590162 P.O.  
Box 1159 Nairobi, do hereby acknowledge receipt of payment of the  
sum of Kenya Shillings  
KShs. 2,000.00 from Kenya Breweries Limited (hereinafter "KBL") P.O. Box  
50161-00100 Nairobi.

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

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

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

DATED at Nairobi this 11th day of May 2004.

Signature [Signature]

Witness (KBL) [Signature]

Mobile Number 0711923651

Witness (KBL) [Signature]

WITNESS  
Signature [Signature]

WITNESS  
Signature [Signature]

Name [Signature]

Name [Signature]

Address [Signature]

Address [Signature]

RECEIVED  
STATIONERY DEPT  
P.O. Box 1159-00100  
NAIROBI



1

2

3

4

5

6

7

8



(N= 90)

## DISCHARGE VOUCHER

I, ZACHARIAH DEMA ERIKWA (ID No. 552446) of P.O. Box 10222 (KENYA) HEREBY ACKNOWLEDGE RECEIPT of payment of the sum of Kenya Shillings

(KShs. 10,000/-) from Kenya Breweries Limited (hereinafter "KBL") of P.O. Box 301 100100, Nairobi.

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

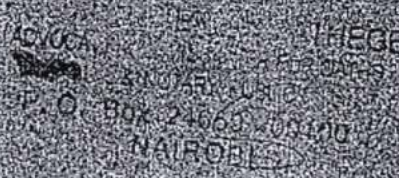
IN CONSIDERATION of the aforesaid payment, I, my personal representative or any other person as my successor in title hereby release and discharge KBL and its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims of any nature, liability to me arising from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

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

DATED this 27 day of April 2015.

Signature: [Signature] Passport ID Number: 552446

Name: ZACHARIAH DEMA ERIKWA No: 0165

WITNESSES:  
Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  








N<sup>o</sup> 91

## DISCHARGE VOUCHER

I, WILLIAM M. MURPHY (hereinafter referred to as "I") of Box 1, KCB & T. M. C. A. (hereinafter referred to as "KCB & T. M. C. A.") do hereby acknowledge receipt of payment of a sum of Kenya Shillings

(KShs. 100,000.00) from Kenya Breweries Limited (hereinafter "KBL") of Box 30151 00100 Nairobi.

I HEREBY ACCEPT the aforesaid sum in full and final settlement of all sums due to me under the judgment in High Court Civil Case No 229 of 2003 Lawrence Nduthi and others vs Kenya Breweries Limited (the Suit).

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

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

DATED this 30<sup>th</sup> day of April, 2018.

Signature

W. M. Murphy

Passport ID Number

2239763

Mobile Number

0724423903

Given in N<sup>o</sup>

600

WITNESSES

Signature

Name

Address

DOX

WHEGE

DOX

DOX

P.O. Box

P.O. Box

Nairobi

Nairobi





(No. 92)

DISCHARGE VOUCHER

I, CRISTANTUS MWACIO MAGANGA

of 61 MGANGE KATHIRIWA ST KENYA ID NO: 5399307

have received from KENYA BREWERIES LIMITED the sum of KSh 100,000/-

being the amount due to me as an employee of Kenya Breweries Limited (hereinafter "KBL")

I hereby accept the above sum as full and final settlement of all my claims against KBL in connection with my employment with KBL and in the sum, I hereby waive my right to make any further claims for any amounts, expenses, losses, liabilities, or other benefits payable to me or which may be due to me by KBL or its officers, employees, agents, successors or assigns.

IN CONSIDERATION of the above payment, my personal representatives or any other person, firm or corporation shall hereby release and discharge KBL, all its affiliated companies, officers, employees, agents, successors or assigns from all claims or any further liability arising from my former employment with KBL and in the sum, I hereby waive my right to make any further claims for any amounts, expenses, losses, liabilities, or other benefits payable to me or which may be due to me by KBL or its officers, employees, agents, successors or assigns.

I further agree not to make any demand of any nature whatsoever against KBL, or its officers, or its past or company and its assigns.

DATED at BATHINDA Day 11 April 2019

Signature: *[Signature]*

Passport (ID) Number 5399307

Coy No. 4360.

Stamp: 079SP760RS

WITNESS

Signature

ADVOCATE ATHEGE  
FOR OATHS  
& NOTARY PUBLIC  
P.O. Box 24689 - 00100  
NAIROBI



(No. 93)

DISCHARGE VOUCHER

I, Musued Mngumi KANGONINSA

6782380

Do hereby acknowledge receipt of payment of the sum of KSh 100,000/= from Kenya Breweries Limited (hereinafter "KBL") to me, the undersigned, Nairobi.

I HEREBY ACCEPT the discharge of all my financial obligations to KBL, and its officers, directors, employees, agents, successors or assigns from all claims in any manner arising from my former employment with KBL and in the Suit, I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits or emoluments (whether known or unknown) that may be due to me from KBL or any such officer, director, employee, agent, successor or assign or otherwise whatsoever.

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

I further shall not make any demand of any nature whatsoever against KBL, its officers, directors, employees, agents, successors or assigns.

DATED this 30<sup>th</sup> January 2018 at Nairobi

6782380

Signature Musued Mngumi KANGONINSA

Passport ID Number 6782380

Company 7901

400720789083

WITNESS

Signature

Name

Address

ADVOCATE E. ATHEGE  
FOR OATHS  
& NOTARY PUBLIC  
P.O. Box 24889 - 00100  
NAIROBI

(N094)

## DISCHARGE VOUCHER

I, OCHENG OMOL, holder of ID no. 1821116 ] of P. O.  
Box [ ] do **HEREBY ACKNOWLEDGE RECEIPT** of payment of the  
sum of Kenya Shillings [ 152,891/- ]  
(Kshs. 152,891/-) from **Kenya Breweries Limited** (hereinafter "KBL") of P. O. Box  
30161-00100, Nairobi.

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

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

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

DATED this 27/4/2018 day of 2018

Signature [Signature]

Passport/I.D Number 1821116

COY NO 5136

Mobile  
Number 0702419480

### WITNESS

Signature .....

Name: .....

Address .....

ADRIAN THEGE  
FOR OATHS  
NOTARY PUBLIC  
P.O. Box 24858-00100  
NAIROBI



(N=95)

## DISCHARGE VOUCHER

I, ELPHINCE MURRAY MURRAY do hereby acknowledge receipt of a sum of Shs. 1,200,000/- from Kenya Breweries Limited (hereinafter "KBL") of P.O. Box 20000, Nairobi.

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

IN CONSIDERATION of the aforesaid payment, my personal representative or any other person at my address or in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any further liabilities arising from my former employment with KBL and in the Suit, thereby waiving my right to make any future claims for any amounts, expenses, losses, liabilities, debts, benefits or entitlements (whether known or unknown) that may or may not come from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

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

DATED at Nairobi this 28th day of August 2018.

Signature: [Signature]

Passport ID Number: [ID Number]

Name: [Name]  
Number: [Number]

WITNESS  
Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

WITNESS  
Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
P.O. Box 20000-00100  
NAIROBI







(N<sup>o</sup> 96)

## DISCHARGE VOUCHER

I, BERNICE WANGICHU  
KIM 9021, holder of ID no. [ 3625375 ] of P. O. Box [ 149 - 00517 H&H ] do **HEREBY ACKNOWLEDGE RECEIPT** of payment of the sum of Kenya Shillings one hundred thousand only. [ (Kshs. 100,000/- ) ] from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

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

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

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

DATED this 27 day of April 2018

Signature [Signature]

Passport/I.D Number 8658

COY NO: 3625375

Mobile Number 0722662738

### WITNESS

Signature .....

Name: .....

Address .....

ADVOCATE  
FOR OATHS  
NOTARY PUBLIC  
P.O. Box 21854-00100  
Nairobi

N<sup>o</sup> 97

## DISCHARGE VOUCHER

I, GIBSON WANGITHA MURUGA, holder of ID no. [ 21744-618- ] of P. O. Box [                      ] do **HEREBY ACKNOWLEDGE RECEIPT** of payment of the sum of Kenya Shillings [                      ] (Kshs. 50000 ) from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

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

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

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

DATED this 25 day of Nov 2018

Signature [Signature]

Passport/LD Number 21744-018

COY NO. 3878

Mobile Number 0717 083 227

### WITNESS

Signature .....

Name: .....

Address .....

THESE  
FOR OATHS  
BY A NOTARY PUBLIC  
P.O. Box 24859-00100  
NAIROBI



DISCHARGE VOUCHER

NF. 98

I, MWANDEI WAMBURU, holder of ID no. [ 12775 75 ] of P. O. Box [ ] do HEREBY ACKNOWLEDGE RECEIPT of payment of the sum of Kenya Shillings Fifty thousands only [ (Kshs. 50,000/- ) from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

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

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

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

DATED this 14<sup>th</sup> day of 5 2018

Signature ... MW. Wamburu ...

Passport/LD Number 12775 75

COY. NO. 1014

Mobile Number ... 0712 558 324 ...

**WITNESS**

Signature .....

Name: .....

Address .....

ADVOCATE  
FOR OATHS  
P. O. Box 2466, 00100  
NAIROBI

(N<sup>o</sup> 99)

## DISCHARGE VOUCHER

I, ANDREW KENGBARA MARIKO, holder of ID no. [ ] of P. O. Box [ 720, KSH ] do **HEREBY ACKNOWLEDGE RECEIPT** of payment of the sum of Kenya Shillings [ (Kshs. 50,000/-) ] from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

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

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

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

DATED this 30<sup>th</sup> day of April 2018

Signature ... [Signature] ...

Passport/I.D Number ...

COY NO. 724

Mobile Number 0733 870 619

### WITNESS

Signature ...

Name: ...

Address ...

ADVOCATE ATHÈGE  
FOR OATHS  
& NOTARY PUBLIC  
P. O. Box 24854 - 00100  
NAIROBI



REPUBLIC OF KENYA

CERTIFICATE OF DEATH

0128725

th in the <b>KISII CENTRAL</b>		District in the <b>NYANZA</b>		Province	
Entry No.	0161400728		Name and Surname of Deceased		Andrew Keng'ara Maigo
Sex	Male	Age	79 Yrs	Occupation	Peasant Farmer
Date of Death	23-01-2014		Place of Death	Kisii Level 5 Hospital	Residence
Cause of Death	Chronic Subdural Haematoma...				
Name and Description of Informant	Ruth (CO1)		Name of Registering Officer	M. N. Khayota	Date of Registration
			08-02-2014		

Central Records Division.  
 Registrar for **V. B. Momanyi** District/Assistant  
 District, hereby certify that this certificate is compiled from an entry/return in the Register of  
 Deaths in the District.

CRD/CA. 17613 of 07/04/2014..

*[Signature]*  
 District/Assistant Registrar

Given under the Seal of the Director of Civil Registration on the **7th** day of April, 20**14**

This certificate is issued in pursuance of the Births and Deaths Registration Act (Cap. 149) which provides that a certified copy of any entry in any register or return purporting to be sealed or stamped with the Seal of the Director of Civil Registration shall be received as evidence of the dates and facts therein contained without any other proof of such entry.

7262-50008ks. -1/2013

JME

Nº 100

## DISCHARGE VOUCHER

I, **GLORIA AWUOR MANGO**, holder of ID no. [ **1277150** ] of P. O. Box [ ] do **HEREBY ACKNOWLEDGE RECEIPT** of payment of the sum of Kenya Shillings [ ] (Kshs. **100,000** ) from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

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

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

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

DATED this **4/5/18** day of 2018

Signature .....

Passport/I.D Number **1277150**

**COY NO. 5403**

Mobile Number **0728831203**

WITNESS

Signature .....

Name: .....

Address .....

THE GE  
ADVOCATE FOR OATHS  
& NOTARY PUBLIC  
P. O. Box 24850 - 00100  
NAIROBI



(N/101)

## DISCHARGE VOUCHER

I, William Afsali Chuteire, holder of ID no. [2471584] of P. O. Box [400 BUTERE] do **HEREBY ACKNOWLEDGE RECEIPT** of payment of the sum of Kenya Shillings [50,000/-] (Kshs. 50,000/-) from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

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

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

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

DATED this 7<sup>th</sup> day of May 2018

Signature ... 23612382 ...

Passport/I.D Number 2471584...

COY NO. 8071

Mobile Number ... 0777 959440 ...

### WITNESS

Signature .....

Name: .....

Address .....

ADVOCATE ATHEGE  
& NOTARY PUBLIC  
P. O. Box 24556-00100  
NAIROBI

Nº 102

Deceased

## DISCHARGE VOUCHER

I, **BOOKER AWIMBO OGUTHI**, holder of ID no. [ **108 4954** ] of P. O. Box [ ] do **HEREBY ACKNOWLEDGE RECEIPT** of payment of the sum of Kenya Shillings [ **(Kshs. 50,000)** ] from **Kenya Breweries Limited** (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

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

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

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

DATED this **5** day of **APRIL** 2018

Signature **BO** .....

Passport/I.D Number **108 4954** .....

**COY NO. 2268**

Mobile Number **0704504779** .....

### WITNESS

Signature .....

Name: .....

Address .....

THEGE  
ADVOCATE  
FOR OATHS  
P. O. Box 24885-00100  
NAIROBI



Nº 103

## DISCHARGE VOUCHER

I, JECONIAH ORONJE OWUOR, holder of ID no. [1085609] of P. O. Box [ ] do **HEREBY ACKNOWLEDGE RECEIPT** of payment of the sum of Kenya Shillings [Kshs. 50,000] from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

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

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

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

DATED this 5 day of APRIL 2018

Signature [Signature]

Passport/I.D Number 1085609

COY NO. 3227

Mobile Number 0716677844

### WITNESS

Signature .....

Name: .....

Address .....

ADVOCATE  
NOTARY PUBLIC  
P.O. Box 24089-00100  
NAIROBI

(N<sup>o</sup> 104)

## DISCHARGE VOUCHER

I, BEATRICE M. KILILLO, holder of ID no. [ 0154019 ] of P. O. Box [ 50 Kwale ] do HEREBY ACKNOWLEDGE RECEIPT of payment of the sum of Kenya Shillings [ (Kshs. 100,000/=) ] from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

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

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

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

DATED this 12 day of 5 2018

Signature ... [Signature] .....

Passport/I.D Number 0154019...

COY NO. 7762

Mobile Number 0722825284 .....

WITNESS

Signature .....

Name: .....

Address .....

THEGE  
ADVOCATE & NOTARY PUBLIC  
P. O. Box 2-859-00100  
NAIROBI



NE 105

**DISCHARGE VOUCHER**

L. ASHPORD MSHIMBA AYUBU

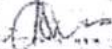
Holder of ID No. 0157326  
I HEREBY ACKNOWLEDGE RECEIPT of payment of KSh 1063 (One Thousand Sixty Three) from Kenya Breweries Limited (hereinafter "KBL") at P. O. Box 24639, Nairobi.

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

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

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

DATED this 13<sup>TH</sup> SUN. day of MAY 2018

Signature: 

Passport/ID Number 0157326

Company No: 7945

ATHEGE  
ADVOCATE & NOTARY PUBLIC  
P. O. Box 24639 - 00100  
NAIROBI



(114 106)

**DISCHARGE VOUCHER**

**L. VICTOR MUTUANGU**

Holder of ID no. **1085047**

I do HEREBY ACKNOWLEDGE RECEIPT of payment of KShs **100,000/-** from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box 100, Nairobi.

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

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

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

DATED this **13<sup>TH</sup>** day of **MAY** 2018

Signature: *Mutuangu*

Passport/I.D Number **1085047**

Company No: **3111**

THESE  
ADVISED FOR OATHS  
P. O. Box 10000 - 00100  
Nairobi  
*Sand*



10/07

**DISCHARGE VOUCHER**

**1. NARISIS MWAJEGHA MTULA**

Holder of ID No: **1898064**

**63 MGAANCE**

100000/- KES (ONE HUNDRED THOUSAND SHILLINGS)

**100,000/-**

100000/- KES (ONE HUNDRED THOUSAND SHILLINGS) RECEIVED FROM KENYA BREWERIES LIMITED (KBL) IN FULL SETTLEMENT OF THE DEBT DUE TO KBL BY THE SIGNED PARTY.

I HEREBY ACCEPT the aforesaid sum as full and final settlement of all sums due to the holder of the payment in High Court Civil Case No 279 of 2003, Lawrence Odum and others vs Kenya Breweries Limited (the Suits).

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

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

DATED this 30<sup>th</sup> day of April 2013

Signature: *Narisis Mwaigha Mtula*

Passport ID Number **1898064**

Coy No **7851**

Number **0728256789**

**WITNESS**

Signature

Name

Address

THESE  
ADVOCATES FOR OATHS  
& NOTARY PUBLIC  
P.O. Box 20550 - 00100  
NAIROBI

copy - HC 0100101383504

No 108

## DISCHARGE VOUCHER

I, Wilson Njuki Maava, holder of ID no. [ 0316618 ] of P. O. Box [ 247-10304 ] do HEREBY ACKNOWLEDGE RECEIPT of payment of the sum of Kenya Shillings [ Kshs. 100,000/- ] from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

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

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

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

DATED this 3<sup>rd</sup> day of May 2018

Signature .....

Passport/I.D Number 0316618

COY NO. 5327

Mobile Number 0722 892496

### WITNESS

Signature .....

Name: .....

Address .....

THE  
ADVOCATE  
FOR OATHS  
PUBLIC  
P. O. Box 20000 - 00100  
NAIROBI



Nº 109

## DISCHARGE VOUCHER

I, **CHARLES KIMANI KABUGUHA**, holder of ID no. [ 1277272 - ] of P. O. Box [ 7 MADAGUHA - ] do **HEREBY ACKNOWLEDGE RECEIPT** of payment of the sum of Kenya Shillings [ (Kshs. 50,000 ) ] from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

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

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

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

DATED this 27th day of MAY 2018

Signature ..... *[Signature]* .....

Passport/I.D Number ... 1277272 ...

COY NO. 1266

Mobile Number ... 0706804865 .....

### WITNESS

Signature .....

Name: .....

Address .....

ADVOCATE  
FOR OATHS  
& NOTARY PUBLIC  
P. O. Box 24059 - 00100  
NAIROBI

142/110

## DISCHARGE VOUCHER

I, GABRIEL MAINA WAIRE, holder of ID no. [ 6441957 ] of P. O. Box [ 0150-204 ] do HEREBY ACKNOWLEDGE RECEIPT of payment of the sum of <sup>474,100/-</sup> Kenya Shillings [ (Kshs. 100,000/-) ] from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

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

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

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

DATED this 30 day of April 2018

Signature ... G. Waire ...

Passport/I.D Number 6441957

COY NO. 5119

Mobile Number 0729 992 895

### WITNESS

Signature .....

Name: .....

Address .....

THEGE  
ADVOCATE  
& NOTARY PUBLIC  
P.O. Box 24056-00100  
NAIROBI



(N 111)

## DISCHARGE VOUCHER

I, PATRICK NDEGE MUGANE, holder of ID no. [ 1872780 ] of P. O. Box [ 251 Embu ] do HEREBY ACKNOWLEDGE RECEIPT of payment of the sum of Kenya Shillings [ (Kshs. 50,000/-) ] from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

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

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

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

DATED this 27th day of April 2018

Signature [Signature]

Passport/I.D Number 1872780

COY NO. 1694

Mobile Number 0721824270

SAMUEL KINYUA NDEGE

I.D - 13572196

Cell - 0721824270

WITNESS

Signature .....

Name: .....

Address .....

THESE  
ADVOCATES  
FOR OATHS  
P.O. Box 2138 - 00100  
Nairobi







(No 112)

DISCHARGE VOUCHER

L WALLACE SHAKE

Holder of ID no 6701453

No. 1063 Wundanyi

I HEREBY ACKNOWLEDGE RECEIPT of payment of the sum of Kenya Shillings

(KSh.) 100,000/- from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box 20100, Nairobi

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

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

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

DATED this 13<sup>TH</sup> day of MAY 2018

Signature: 

Passport/I.D Number 6701453

Company No 4433

THESE  
FOR OATHS  
P.O. Box 24088, NAIROBI



110-173

COY NO 2816  
3034471

## DISCHARGE VOUCHER

I, BENJAMIN Muliwa MWANJA, holder of ID no. [ 3034471 ] of P. O. Box [ 41454-00/00 ] do **HEREBY ACKNOWLEDGE RECEIPT** of payment of the sum of Kenya Shillings [ 50,000/- ] from **Kenya Breweries Limited** (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

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

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

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

**DATED** this 30 day of April 2018

Signature [Signature]

Passport/LD Number 3034471  
COY NO. 2816

Mobile Number 0722 595727

### **WITNESS**

Signature .....

Name: .....

Address .....

ADVOCATE  
ATHEGE  
FOR OATHS  
& NOTARY PUBLIC  
P. O. Box 24659 - 00100  
NAIROBI

N<sup>o</sup> 114

**DISCHARGE VOUCHER**

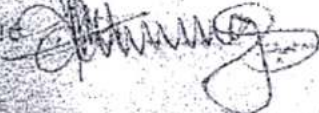
I **ROBERT MGHENDI MWAUNGANJA** 1276239 ID  
Box 113 MURANGA do HEREBY ACKNOWLEDGE RECEIPT of payment of the  
sum of Kenya Shillings  
KKShs. 100,000/- from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box  
30121-147100, Nairobi.

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

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

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

DATED this 10<sup>TH</sup> THIRDS day of MAY 2018

Signature 

Passport/I.D Number 1276239

Company No. 3998

Mobile 0723597227

WITNESS

THESE  
ADVOCATE FOR OATHS  
PUBLIC  
P. O. Box 26088-00100  
NAIROBI



NO 715

**DISCHARGE VOUCHER**

I, **RAU TSUMA**

holder of ID no. **2144883** of P. O.

Box 1  
I do HEREBY ACKNOWLEDGE RECEIPT of payment of the  
sum of Kenya Shillings  
(KShs. 100,000/-) from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box  
2181-NAIROBI, Nairobi.

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

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

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

DATED this 13<sup>TH</sup> SUN day of MAY 2018

Signature **Tsuma**

Passport/I.D Number **2144883**

Company No. **7738**

Mobile Number **421802451**

WITNESS

Signature

Name

THREE  
ADAMS & BROTHERS  
PUBLIC & NOTARY PUBLIC  
P.O. Box 21550-00100  
NAIROBI



No 116

DISCHARGE VOUCHER

1. **HAMISA MOHAMMED KIDANCA**

has been paid by KENYA BROADCASTING CORPORATION (KBC) the sum of KES One hundred thousand only (100,000) in full settlement of the claim for damages and interest made by the Plaintiff against the Defendant.

I HEREBY ACCEPT the aforesaid sum as full and final settlement of all claims for damages and interest made by the Plaintiff against the Defendant in Case No. 274 of 2013, Lawrence Ndeti and Others vs Kenya Broadcasting Corporation Limited, the Plaintiff.

IN CONSIDERATION of the aforesaid payment, my personal representative or any other person or persons, successors in title hereby release and discharge KBC, all its affiliated companies, directors, officers, employees, agents, successors or assigns from all claims or any further claims arising from my term of employment with KBC, and at the same time I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, damages, benefits or emoluments (whether known or unknown) that may be due to me from KBC, or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBC, its directors and/or its parent company and its officers.

DATED the 30/4/2018 at NAIROBI

Signed: [Signature]

Passport ID Number: 2200156

Case No 1591

WITNESS

Signature

Name

Address

ADVOCATE  
FOR OATHS  
P.O. BOX 24850, 00100  
NAIROBI



COPY SENT TO THE GOVERNMENT  
BANK  
BARCLAYS BANK  
2038754125

2038754125

I, ABRAHAM MECHERO DAKA, holder of ID no. [ 0309011 ] of P. O. Box [ 257, 40200 ] do KISII-KEMBOI **HEREBY ACKNOWLEDGE RECEIPT** of payment of the sum of Kenya Shillings [ 50,000 ] (Kshs. 50,000 ) from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

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

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

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

DATED this 30th day of April 2018

Signature [Signature]

Passport/I.D Number 0309011

COY NO. 3490

Mobile Number... 0721602029

WITNESS

Signature .....

Name: .....

Address .....

ADVOCATE  
P.O. BOX 3000  
NANTUCKET

N-118

## DISCHARGE VOUCHER

I, **ZACKARIA WAMBUGH NDUNGU**, holder of ID no. [ **1085035** ] of P. O. Box [ **75311 Nairobi** ] do **HEREBY ACKNOWLEDGE RECEIPT** of payment of the sum of Kenya Shillings [ **50,000** ] from **Kenya Breweries Limited** (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

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

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

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

**DATED** this **27<sup>TH</sup>** day of **APRIL** 2018

Signature ... *Zackaria Wambugh Ndungu* ...

Passport/I.D Number ... **1085035** ...

**COY NO: 2380**

Mobile Number **0723446587**

### **WITNESS**

Signature .....

Name: .....

Address .....

ADVISED BY THE  
PUBLIC  
P.O. Box 24565 - DUNDU  
NAIROBI



No 119

## DISCHARGE VOUCHER

I, PATRICK KIMWAL KAGOMBE, holder of ID no. [ 1276190 ] of P. O. Box [ 265-00618 ] do **HEREBY ACKNOWLEDGE RECEIPT** of payment of the sum of Kenya Shillings ONE HUNDRED THOUSAND ONLY [ (Kshs. 100,000/- ) from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

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

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

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

DATED this 27<sup>TH</sup> day of APRIL 2018

Signature ... [Signature]

Passport/I.D Number ... 1276190

COY NO. 5829

Mobile Number ... 0722 670114

### WITNESS

Signature .....

Name: .....

Address .....

ADVOCATE  
FOR OATHS  
P.O. Box 2000-00100  
NAIROBI



NO

(120)

# DISCHARGE VOUCHER

I, TEREKU SHIRI (KENT) SHERO holder of ID No. 1590031 of

PO BOX 254 HEREBY ACKNOWLEDGE RECEIPT of payment of the sum of Kenya Shillings

Shs. 1,000,000/- from Kenya Breweries Limited (hereinafter "KBL") of P.O. Box 30181 Nairobi.

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

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

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

DATED this 13 day of September 2018.

Signature: [Signature]  
Mobile Number: 0712669398

Passport ID Number: 1590031  
Citizenship: Kenya

WITNESS

Signature

Name

Address

Signature

Name

P.O. Box

Nairobi



N<sup>o</sup> 1211**DISCHARGE VOUCHER**

I, DAVID M. WACHI, holder of ID no. [ 0237849 ] of P. O. Box [ 138 ] do **HEREBY ACKNOWLEDGE RECEIPT** of payment of the sum of Kenya Shillings [ KShs. 50,000/- ] from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

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

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

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

DATED this 30th day of April 2018

Signature ... [Signature] ...

Passport/I.D Number 10237849

COY NO. 597

Mobile Number 0724316596

**WITNESS**

Signature ...

Name: ...

Address ...

ADVOCATE  
FOR OATHS  
P.O. Box 2000-00100  
NAIROBI

Nº 122

## DISCHARGE VOUCHER

C/o David IVUSU

I, GRACE MUNINI MURUGA, holder of ID no. [0703370] of P. O. Box [19174 - 00100] do **HEREBY ACKNOWLEDGE RECEIPT** of payment of the sum of Kenya Shillings [ (Kshs. 50,000/- ) from **Kenya Breweries Limited** (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

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

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

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

DATED this 27<sup>th</sup> day of April 2018

Signature ..... [Signature] .....

Passport/I.D Number 0703370

COY NO. 3264

Mobile Number 0727237949

WITNESS

Signature ..... [Signature] .....

Name: Lawrence K. Nduttu

Address Box 199-00100

ADVOCATE  
P.O. Box 24650 - DUSKARI  
NAIROBI



JAMHURIYA KENYA REPUBLIC OF KENYA  
 ID NUMBER: 201908743 ID NUMBER: 1085808  
 NAME: ISAAC KARANJA WAMBUGU  
 DATE OF BIRTH: 05-08-1948  
 SEX: MALE  
 INSTITUTION OF BIRTH: NYERI  
 PLACE OF BIRTH: WIKALI  
 DATE OF ISSUE: 02-04-1990  
 EXPIRATION DATE: 02-04-1990  
 SIGNATURE: [Signature]

NYERI  
 ID NUMBER: 201908743  
 NAME: ISAAC KARANJA WAMBUGU  
 DATE OF BIRTH: 05-08-1948  
 SEX: MALE  
 INSTITUTION OF BIRTH: NYERI  
 PLACE OF BIRTH: WIKALI  
 DATE OF ISSUE: 02-04-1990  
 EXPIRATION DATE: 02-04-1990  
 SIGNATURE: [Signature]

IDENTIFICATION CARD

IDK YA 2019087430<<156<<<<<<<615  
 4908056M9604021<B001085808Q<<0  
 ISAAC<KARANJA<WAMBUGU<<<<<<<<

(No 123)

## DISCHARGE VOUCHER

I, Lawrence Nduttu Wambui, holder of ID no. [ 10855808 ] of P. O. Box [ 362-10200 ] do **HEREBY ACKNOWLEDGE RECEIPT** of payment of the sum of Kenya Shillings ONE HUNDRED THOUSANDS ONLY [ (Kshs. 100,000/- ) ] from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

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

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

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

DATED this                      day of                      2018

Signature [Signature]

Passport/ID Number 0316142

COY NO. 5489

Mobile Number 0721529715

### WITNESS

Signature .....

Name: .....

Address .....

ADVOC.  
P. O. Box 30161-00100  
Nairobi



NE 124

Equity 14243493716

## DISCHARGE VOUCHER

I, DAVID MUSTOKI KITISO, holder of ID no. [ 0743062 ] of P. O. Box [ 155 ] do **HEREBY ACKNOWLEDGE RECEIPT** of payment of the sum of Kenya Shillings [ NUNGUINI ] (Kshs. 501000/-) from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

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

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

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

DATED this 30 day of April 2018

Signature ..... DK .....

Passport/I.D Number 0743062

COY NO. 3543

Mobile Number 0712988561

### WITNESS

Signature .....

Name: .....

Address .....

ADVOCATE  
THEGE  
P.O. Box 21000  
NAIROBI

N<sup>o</sup> 125

## DISCHARGE VOUCHER

I, JOAN KURIA Njũmĩ, holder of ID no. [ 8652315 ] of P. O. Box [ ] do **HEREBY ACKNOWLEDGE RECEIPT** of payment of the sum of Kenya Shillings [ (Kshs. 50,000/-) ] from **Kenya Breweries Limited** (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

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

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

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

DATED this 10 day of 27/04 2018

Signature ... [Signature] ...

Passport/I.D Number ... 8652315 ...

COY NO. 1410

Mobile Number ... 0727430834 ...

### WITNESS

Signature ... ..

Name: ... ..

Address ... ..

ADVOCATE  
P. O. Box 24869 - 00100  
NAIROBI

THESE  
FOR OATHS  
6 FEBRUARY 2018



**J. HARRISON KINYANJUI**  
**& CO. ADVOCATES**

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

ST. ELLIS HOUSE  
(FORMERLY MITCHELL COTT HOUSE)

4TH FLOOR, SUITE 416  
WABERA STREET  
P.O. BOX 10024 GPO NAIROBI  
CELL: 0734-733 659  
TEL: 254-2-342070  
FAX: 254-2-342071  
email: [greatharrison@yahoo.com](mailto:greatharrison@yahoo.com)

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

Your Ref:

PMG/KE/10/172

JANUARY 12, 2022

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

Email: [KS@kapstrat.com](mailto:KS@kapstrat.com)

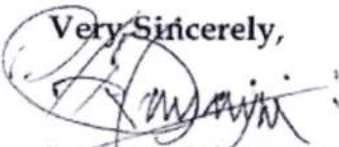
For the Attention of: Mr. P.M. Gachuhi,

Dear Sir,

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

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

Very Sincerely,



**J. HARRISON KINYANJUI & CO. ADVOCATES**

Enclosure

(Letter of Consent dated 11<sup>th</sup> January 2022 duly signed)

*(When Replying to this Mail Please cite our Reference)*

YOUR REFERENCE:

OUR REFERENCE:  
PMG/KE/10/172

DATE:  
11 January 2022

The Deputy Registrar  
High Court of Kenya  
Civil Division  
Milimani Law Courts  
NAIROBI

Dear Sir,

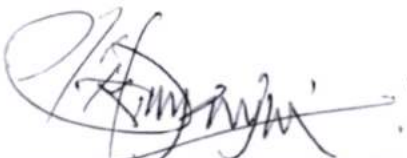
**High Court Civil Case No. 279 of 2003**  
**Lawrence Nduttu & Others vs. Kenya Breweries Limited**

We request you to kindly record the following consent:

**"BY CONSENT"**

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

Yours faithfully,

  
**J. HARRISON KINYANJUI & CO**  
**ADVOCATES FOR THE PLAINTIFFS**

  
**KAPLAN & STRATTON**  
**ADVOCATES FOR THE DEFENDANT**



# ABSA BANK KENYA PLC

## REQUEST FOR RTGS TRANSFER

Kindly make the following transfer on my/our behalf.

### Instructions to Customers

1. This form should be filled in CAPITAL LETTERS
2. Beneficiary's account number, bank and branch MUST be quoted
3. RTGS transfer can ONLY be effected if the payment is to be made in Kenya shillings and to a beneficiary's account in a commercial bank within Kenya.

Date: 21/01/2022

### Remitter's Details

Name of Account: KAPLAN STRATTON CLIENT	Account Number (include the branch code) 0945022833
Branch Name: QUEENSWAY HOUSE	Telephone Number: 020-2841000
Amount in Figures Kshs. 14,756,312.35	Amount in words: Kenya Shillings: Fourteen million seven hundred fifty six thousand three hundred twelve cents thirty five only

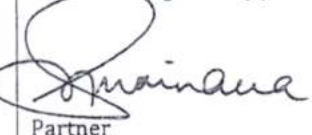

Our cheque no 22580 for above amount in favour of ABSA Bank Kenya PLC herewith attached.

### Beneficiary's Details

Name: J. Harrison Kinyanjui & Co. Advocates, Client Account	Account Number: 2044308773
Bank & Branch: Absa Bank Kenya Plc - Queensway House	
Details of Payment: Payment of the decretal sum	
Charges to be paid by: Remitter/Shared/Beneficiary* (delete the inapplicable choices)	

### Terms and Conditions

1. Absa Bank Kenya PLC will use discretion in deciding the method of transmission and may opt to use the services of another bank to effect the payment.
2. Absa Bank Kenya PLC will remit the funds to the beneficiary's bank on the date and within reasonable time of receipt of instructions from the customer provided such instructions are received within the cut-off time; otherwise the transfer will be effected the following working day. However, Absa Bank Kenya PLC Ltd gives no commitment on the ability of the beneficiary's bank to pay the beneficiary on that date and/or within a reasonable time.
3. The bank does not accept responsibility for any loss caused by delays, interruptions, misinterpretations or errors in transmission of payments which are not directly due to negligence or default of the bank's own officers.
4. The customer shall be bound and hereby indemnifies the bank against all obligations and the responsibilities imposed by the regulators or any other matters regarding the transfer over which the bank has no control.

Remitter's Signature(s)	Signature(s) verified
 Partner	 Partner



To be completed by the Branch	
Amount Remitted	Kshs:
Commission	Kshs -
Other Charges	Kshs.-
Total	Kshs.
Test No.	
Treasury Ref:	
Signature & No.	Signature & No.

To be completed at PAIS	
Test: agreed/disagreed/missing	
Sign	Sign
Branch official's signatures verified	
Sign	Sign

**IN THE COURT OF APPEAL**

**AT NAIROBI**

**(CORAM: W. KARANJA, J. MOHAMMED & LAIBUTA, JJ.A.)**

**CIVIL APPEAL(APPLICATION) NO. E089/2021**

**BETWEEN**

**LAWRENCE NDUTU &  
OTHERS.....APPELLANTS/RESPONDENTS**

**AND**

**KENYA BREWERIES  
LIMITED.....RESPONDENT/APPLICANT**

*(Being an application for striking out the notice of appeal filed against the decree and judgment of the High Court of Kenya at Nairobi (J. K. Serگون, J.) dated 24<sup>th</sup> January 2018*

in

HCCC. No. 279 of 2003)  
\*\*\*\*\*

**RULING OF THE COURT**

1. All the 6,001 respondents in this motion were former employees of **Kenya Breweries Limited (KBL)** (the respondent in the appeal and the applicant in this application). They sued their employer vide a plaint which was amended and further amended on 2<sup>nd</sup> December, 2015 seeking various reliefs on grounds that they had been sent for early retirement which they contended was unlawful and contrary to **sections 80 and 82** of the retired Constitution. It was their case that



the calculation of their terminal benefits was wrong, arbitrary, and that the applicant was required by law to pay them their outstanding dues and salaries till their retirement age of 60 years.

2. The claim was denied by the applicant vide its defence dated 8<sup>th</sup> May, 2018 and amended on the 12<sup>th</sup> November, 2008 and further amended on 6<sup>th</sup> January, 2016. The applicant averred that the respondents' redundancies were declared in accordance with the applicable Labour and Employment laws, that the termination was lawful, and that they had been duly paid their dues in full.
3. The matter was heard by way of *viva voce* evidence and, after hearing the parties, the High Court (J. K. Sergon, J.), found that the decision to cause the respondents take an early retirement was unlawful, in breach of the Constitution, and the employment laws. The applicant was ordered to, *inter alia*, pay each of the respondents damages for loss of employment, a sum equivalent to one month's salary as at the time of termination.
4. Being aggrieved by this decision, the respondents, through the firm of **Namada and company Advocates**, filed a Notice of appeal on 8<sup>th</sup> February, 2018. The Notice was duly served on the applicant's counsel on record on 12<sup>th</sup> February, 2018 but the record of Appeal was not filed until 24<sup>th</sup> February, 2021, 3 years after the Notice of appeal was filed and served on the applicant herein. Even as at the time the parties were being invited for case management directions by the Deputy Registrar,

the record of appeal had not been served on them, and was served on 23<sup>rd</sup> June, 2021 following reminders from the applicant.

5. It is under the above circumstances that the applicant has moved this Court by way of the Notice of Motion dated 15<sup>th</sup> July 2021, by invoking **Rules 83 and 84** of this Court's Rules, **Article 159** of the Constitution and sections **3A and 3B** of the Appellate Jurisdiction Act seeking orders as follows:

- a) That the Notice of appeal dated 7<sup>th</sup> February, 2018 be deemed as withdrawn;
- b) That the record of appeal dated 24<sup>th</sup> February, 2021 be struck out;
- c) That costs of this application and other proceedings taken in the intended appeal be awarded to the respondent.

6. The motion is premised on grounds that judgment at the High Court was delivered on 24<sup>th</sup> January, 2018; that the notice of appeal was lodged on the 7<sup>th</sup> February, 2018; that an application seeking for certified copies of proceedings has not been served upon the respondent; that the appellants were required to file a record of appeal within 60 days after lodging the notice , which has not been complied with; that the appeal was to be filed on or before the 8<sup>th</sup> April, 2018; that the delay in prosecuting the intended appeal is extremely prejudicial to the respondent, and that it is in the interest of justice that the application be allowed.

7. **Karen Mate-Gitonga**, the applicant's legal manager, swore an affidavit on behalf of the applicant whereby she largely reiterated the said



grounds, and further averred that she is informed by their counsel on record that the appellants/respondents filed their appeal on 24<sup>th</sup> February, 2021 and the copy was served on them on 23<sup>rd</sup> June, 2021 after their counsel wrote a letter requesting to be served with the record, and that the record of appeal has not been filed within the prescribed time.

8. The respondents did not file any replying affidavit, but their counsel filed brief submissions dated 27<sup>th</sup> June, 2022. The averments in the affidavit in support of the application have, therefore, not been controverted.
9. In the submissions in support of its motion, the applicant urges the Court to invoke Rule 83 of this court's rules, which provides that a party that has lodged a Notice of appeal and fails to institute an appeal within the appointed time shall be deemed to have withdrawn his notice, and the Court may on its own motion or on application by any party make such order. To buttress this argument, the applicant has called in aid the decision in **Mae properties Limited v. Joseph Kibe & another** [2017] eKLR where it was held that the rule has been couched in mandatory and peremptory terms, and hence the offending party shall be deemed to have withdrawn the appeal.
10. Therefore, the appeal herein having been filed on 26<sup>th</sup> February, 2021, one thousand one hundred and fifteen (1115) days later, the Notice should be deemed to have been withdrawn.

11. On the striking out of the record of appeal, the applicant urges this Court to find that this motion was filed within the stipulated time as provided under rule 84 of the Court of Appeal Rules, having filed the motion on the 15<sup>th</sup> July, 2021 upon being served with the record of appeal on the 23<sup>rd</sup> June, 2021.
12. The applicant further urges that the respondent cannot rely on rule 82 since no application requesting for typed proceedings was ever served on them as provided by the law, and no certificate of delay has been filed by the respondent. The respondents have not given any explanation for the delay, and this Court is, therefore, urged not to indulge them.
13. In their submissions filed in opposition to the motion, the respondents urge the Court to find that, after delivery of the judgment, there were various mentions to ascertain the actual number of respondents involved and this went on till the 26<sup>th</sup> February, 2019 when the question was settled. Further, that the proceedings were applied for and they were certified on the 29<sup>th</sup> July, 2019. This was followed up by the filing of the record on the 24<sup>th</sup> February, 2021 awaiting the delivery of the certificate of delay as a supplementary document.
14. The respondents' urge that **rule 77** provides for service of the Notice of appeal on the affected parties within the stipulated time. However, it does not extend to the letter requesting for proceedings, and once a Notice of appeal has been filed and served, there is no rule requiring dismissal on the basis that the letter requesting for proceedings was



not served upon the respondents. Counsel urged the Court to dismiss the motion and allow the appeal to proceed to full hearing on merit.

15. When the matter came up for virtual hearing on 28<sup>th</sup> June, 2022 learned counsel **Mr Kahura** appeared for the applicant, but there was no appearance by counsel for the respondent in spite of service of the hearing notice on his firm on 15<sup>th</sup> June, 2022. Mr Kahura adopted his submissions and urged the Court to allow the application and strike out the appeal.

16. We have considered the motion before us and the facts surrounding the matter along with the parties' rival submissions. The facts and the statutory timelines within which the record of appeal was supposed to have been filed and served are not contested, and this in our view makes this application straightforward.

17. Judgment in this matter was delivered on the 24<sup>th</sup> January, 2018. Rule 82 of the Court's rules provides that an appeal shall be instituted by lodging in the appropriate registry within sixty days of the date when the Notice of appeal was lodged. In this case, the notice was duly lodged on the 8<sup>th</sup> February, 2018. Therefore, the respondents had 60 days from this date to file a memorandum of appeal and a record of appeal.

18. Contrary to the view held by counsel for the respondent as expressed in his submissions, rule 82(2) of the Court of appeal Rules 2010 (which applied when the appeal was filed) was clear that the letter bespeaking proceedings must be sent to the deputy registrar, copied and served on counsel for the respondent within 30 days of filing of the Notice of

appeal. This was not done, and the appellants cannot, therefore, seek solace in the proviso to rule 82(supra). We would respectfully urge counsel for the respondent to familiarise himself with the Court of Appeal Rules because, from the contents of his submissions, it is imperative for him to do so.

19. As was held in **Charles Wanjohi Wathuku v. Githinji Ngure & another [2016] eKLR**, the intent and purport of rule 82 of this court's rules is as follows:

**‘that timeline is strict and is meant to achieve the constitutional, statutory and rule-based objective of ensuring that the court processes dispense justice in a timely, just, efficient and cost-effective manner. The rule recognizes however that there could be delays in the typing and availing of the proceedings at the high court necessary for the preparation of the record of appeal. The proviso to the rule accordingly provides that where an appellant has bespoken the proceedings within thirty days and served the letter upon the respondent, then the time taken to prepare the copy of the proceedings, duly certified by the registrar of the high court, shall be excluded in the computation of the 60-day period. A certificate of delay therefore suffices to exclude any delay beyond the prescribed 60 days.’** [Emphasis ours]

20. Once a party has failed to file a record within the above stipulated time, then rule 83 of this Court's rules comes into play. It states :

**“if a party who has lodged a notice of appeal fails to institute an appeal within the appointed time, he shall**



**be deemed to have withdrawn his notice of appeal and the court may on its own motion or on application by any party make such order.”**

21. The applicant urges that they were served with the record on the 23<sup>rd</sup> June, 2021 and that fact is conceded by the respondent. The application to strike out the appeal was filed on 15<sup>th</sup> July, 2021. This was within the 30 days prescribed under rule 84 of the Rules applicable then.

22. This Court has time without number emphasised the importance of compliance with the rules of the Court. In **Joyce Bochere Nyamweya & another [2016] eKLR**, this Court held that parties are bound by the mandatory nature of the proviso to rule 82, and that failure to comply with the same renders an appeal defective.

23. Further, in **Mae Properties Limited v. Joseph Kibe & another [2017] eKLR**, this Court restated its position as follows:

**“we have said on numerous occasions that the rules of court exist for the purpose of orderly administration of justice before this court. The timelines for the doing of certain things and takings of certain steps are indispensable to the proper adjudication of the appeals that come before us. The rules are expressed in clear and unambiguous terms and they command obedience.”** [*Emphasis supplied*]

24. The appellant’s have flouted all the rules pertaining to filing the record of appeal before this Court. There is concession that no leave to file or

serve the record out of time was ever sought or obtained from this Court. From the foregoing, it is clear that the application before us has merit and the Notice of appeal herein can be either struck out or be deemed as withdrawn. The application dated 15<sup>th</sup> July 2021 succeeds and is hereby allowed in its entirety with the result that **Civil appeal No. E089 of 2021** is hereby struck out with costs to the applicant.

**Dated and delivered at Nairobi this 3<sup>rd</sup> Day of February, 2023.**

**W. KARANJA**

.....  
**JUDGE OF APPEAL**

**J. MOHAMMED**

.....  
**JUDGE OF APPEAL**

**DR. K. I. LAIBUTA**

.....  
**JUDGE OF APPEAL**

*I certify that this is a  
true copy of the original*

Signed  
**DEPUTY REGISTRAR**



**IN THE COURT OF APPEAL  
AT NAIROBI**

**(CORAM: KIAGE, ACHODE & JOEL NGUGI, JJ.A.)**

**CIVIL APPEAL NO. E069 OF 2024**

**BETWEEN**

**LAWRENCE NDUTU & 156 OTHERS ..... APPELLANTS**

**AND**

**KENYA BREWERIES LIMITED ..... RESPONDENT**

*(An appeal against the ruling and order of the High Court of Kenya at Milimani  
(Ongeri, J.) dated 25<sup>th</sup> July 2023*

**in**

**HCCC No. 279 of 2003)**

\*\*\*\*\*

**ORDER OF THE COURT**

This appeal was listed for hearing today. Mr. Anyona, learned counsel holding brief for Mr. Manwa for the appellants, now says that this appeal ought to be withdrawn, and prays that it be.

Mr. Kahura, learned counsel for the respondents, is not objecting to such withdrawal and has been magnanimous enough to not insist on his costs. In the circumstances, this appeal be and is thereby withdrawn with no order as to costs.

**Made at Nairobi this 3<sup>rd</sup> day of March 2025.**

**P. O. KIAGE**

.....  
**JUDGE OF APPEAL**

**L. ACHODE**

.....  
**JUDGE OF APPEAL**

**JOEL NGUGI**

.....  
**JUDGE OF APPEAL**

I certify that this is a  
True copy of the original

**REGISTRAR**

