

- 1 CDF OFFICE / CHIEF'S CAMP: - 240:
- Nullified by dint of ct orders at KKHCC No. 344 of 1988
 - Decree dated 21/9/1990
 - Transferred to JIM MATIA BANDI by dint of the Members/Residents resolution dated
 - Transferred to JIM MATIA BANDI by dint of the Members/Likuyani Residents Resolution dated 21/10/2000 and endorsed on 25/10/2000 respectively.

- CDF office building of 20/4/2015 is in contempt of ct orders at KKHCC No. 344/1988 which ct orders nullified the actions of the D.O/Chief Lugani/Likuyani Divisions

- CHIEF'S CAMP is annulity by dint of the said ct. orders herein above.

2 MARKET: - 207: -

- Nullified by dint of ct orders at KKHCC No. 344 of 1988
- Transferred to JIM MATIA BANDI by Members/Shareholders of M/S Vihiga Farmers Co. Ltd Resolution dated 21/10/2000.

3 DISPENSARY: L No. 246 -

- Nullified by dint of ct. orders at KHCC 344 of 1988.
- Transferred to JIM MATIA BANDI by Shareholders Resolution of 21/10/2000
- See (shared Letter by AG's chambers

WATER DAM 137: -

- Nullified by ct orders at KHCC No. 344/88
- Transferred to JIM MATIA BANDI by Membe

resolution dated 21/10/2000
5 BANDI was not an initial shareholder,

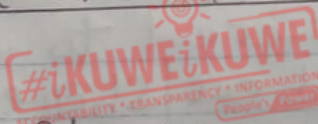
- bought shares from one Member -
- I was officially admitted into shareholding by way of money payment and I assumed full Member of initial shareholding
- List of shareholders No. 11, 137, 240, 207, 246, of registered Land owners for LUGARI/LIKUYANI BLOCK I/VITHIGA (I-252)

6 ALL the so called ELDERS:

- Are not shareholders listed for LENO LUGARI/LIKUYANI BLOCK I/VITHIGA (I-252)
- The shares for M/S VITHIGA FARMERS CO. LTD were over subscribed and all those who missed allotments by dint of random number pick were referred to the next BLOCK at Machewa Bungoma.

7 D.C.I.O

- By consent the file was closed
- See C Letter dated 17/5/2017 by D.C.I.O



8 KAKAMEGA HIGH COURT (E&LC No. 152 OF 2016)

- This matter was dismissed on 8/7/2019 in favour of the defendants.
- JIM MATIA BANDI is the 19th defendant

#eDDUHSimiya #IKUWEIKUWE.

- The LIKUYANI Residents/village elders should not use D.C.I.O / #eDDUHSimiya to defeat the matters already finalised by the High Courts.

REPUBLIC OF KENYA
IN THE HIGH COURT OF KENYA AT KAKAMEGA
CIVIL SUIT NO. 400 OF 1993

VINIGA FARMERS CO. LTD. ::::::::::

Vs

TEMOTY MAJANGA, JIMMY MATIA
BANDI & 26 OTHERS ::::::::::



DEFENCE AND COUNTER - CLAIM

1. The 19th and 22nd defendants admit the contents of paragraphs 1, 2, 3, 4, and 5, of the plaint save that their address of service for the purposes of this suit is care of E.K. Owinyi, Advocates, Canon Awuori Street, P. O. Box 874, Kakamega.
2. The 19th and 22nd defendants admit having acquired land from the plaintiff but deny that the said acquisition was unlawful and or that it contravened the articles and memorandum of association of the plaintiff company and further deny that the land they acquired was more than what they were entitled to and will put the plaintiff to strict proof thereof.
3. The 19th defendant admits that he owns land parcel No. Lugari/Lukuyani/11 but the 22nd defendant denies owning land parcel No. Lugari/Lukuyani/106 and will put the plaintiff to strict proof thereof.
4. Both the 19th and 22nd defendants deny that the plaintiff has suffered any loss and or damages and more specifically deny that it is entitled to the remedy sought.

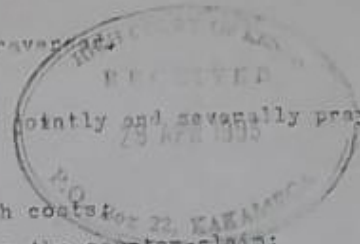
COUNTER - CLAIM

5. The 19th and 22nd defendants join issues with the plaintiff in respect to paragraphs 1, 2, 3, 4, and 5, of the plaint.
6. The 19th and 22nd defendants aver that they paid to the plaintiff comp Kshs. 6,000/- and Kshs. 3,000/- respectively on the understanding that the plaintiff would allot them plots measuring 20 acres and 10 acres respectively.
7. That in breach of the agreement of sale referred to above the plaintiff company allotted to the 19th and 22nd defendants 6 acres and 3 acres respectively.
8. The 19th and 22nd defendants claim against the plaintiff company is for an order of specific performance of the contract compelling the plaintiff to transfer to them 14 acres and 7 acres respectively.
9. In the alternative and without prejudice to paragraph 8 above the 19th and 22nd defendants claim for the refund of part of the purchase price and general damages for breach of the contract.
10. Save what is expressly admitted herein the 19th and 22nd defendants each and every allegation contained in the plaint as if the same were

15
CC 300
315/-



set out herein verbatim and specifically traversed.



REASONS WHEREFORE the 19th and 22nd defendants jointly and severally pray that:-

- a) The plaintiff's suit be dismissed with costs;
- b) Judgment be entered in their favour on the counter-claim;
- c) The plaintiff do pay to the 19th and 22nd defendants the costs of the counter-claim;
- d) Any further relief the court may deem just to grant in the circumstances.

Dated at Kakamega this 28th day of April, 1993.



E.K. Owinyi,
Advocates for the 19th & 22nd
defendants.

Drawn & Filed by:-
E.K. Owinyi,
Advocates,
P. O. Box 834,
Kakamega.

To be served upon:-
M/s. Mukele & Co.,
Advocates,
P. O. Box 340,
Kakamega.

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Sh

"Marked H.C. 01"

07 SEP 2013

RECORDED

07 SEP 2011

IT IS ORDERED

1. That judgement is hereby entered for the Plaintiff as prayed for in the plaint in prayer a to f jointly and severally against the Defendant.

GIVEN under my HAND and the SEAL of the Court at KAKAMEGA this 20th day of Sept 1990.

ISSUED on this 21st day of Sept 1990



DEPUTY REGISTRAR
HIGH COURT OF KENYA - KAKAMEGA

DRAWN & FILED BY:

CEGE, GIMOSE & CO.
ADVOCATES
P.O. BOX 3926
ELDORET

Handwritten: J r d - 301

Handwritten signature

1/VFC/911/88/mn

CERTIFY THAT THIS IS TRUE COPY OF THE ORIGINAL
DEPUTY REGISTRAR
Handwritten signature
Handwritten: bly m c

774	775	776	777	778	779	780	781	782	783	784	785	786	787	788	789	790	791	792	793	794
0.046	0.046	0.046	0.046	0.046	0.046	0.046	0.046	0.046	0.046	0.046	0.046	0.046	0.046	0.046	0.046	0.046	0.046	0.046	0.046	0.046
795	796	797	798	799	800	801	802	803	804	805	806	807	808	809	810	811	812	813	814	815
0.046	0.046	0.046	0.046	0.046	0.046	0.046	0.046	0.046	0.046	0.046	0.046	0.046	0.046	0.046	0.046	0.046	0.046	0.046	0.046	0.046

Received for registration _____ Presentation book _____ Registration Fee: Shs _____
 No. _____
 Fee: Shs _____ Receipt No. _____
 Amendment Fee: Shs _____ Receipt No. _____ Date _____
 _____ Date _____

REPUBLIC OF KENYA

THE REGISTERED LAND ACT, 1963

MUTATION FORM 04338525 (VIII/42)
 (This form is to be completed in triplicate)

LU921 / LIKUYANI BLOCK 1 / 207

Approximate Area **3.32** Hectares
 Map Sheet No. **1**



Registered Proprietors' Instructions to the Surveyor

Present boundaries of parcel are shown on the sketch on page 2.

- (a) (i) The proprietor wishes to subdivide the parcel as shown by the dotted lines on the sketch.
or
- (ii) The proprietors wish to change their common boundary as shown by dotted lines on the sketch.
or
- (iii) The proprietors wish to partition the parcel as shown by dotted lines on the sketch.
or
- (iv) The proprietor wishes to combine the parcel as shown by dotted lines on the sketch.

749	750	751	752	753	754	755
0.053	0.046	0.092	0.046	0.092	0.046	0.023
756	757	758	759	760	761	762
0.046	0.023	0.046	0.046	0.046	0.046	0.046
763	764	765	766	767	768	769
0.046	0.092	0.092	0.046	0.046	0.046	0.046
770	771	772	773	774	775	776
0.046	0.046	0.046	0.039	0.044	0.023	0.046

- (b) The new parcel numbers will be: relevant approximate area
- (c) The relevant Letter or Consent to
- (d) The persons interested, and their addresses are:

JIM MATIA BKNDI
i/p 1116687
P.O. BOX 100
507

will meet the Surveyor at **31.8.18** at _____ a.m/p.m. or on the land at a time appointed by him.
 (c) Please advise the Land Registrar when the mutation is surveyed and Registry Index Map amended

Telegrams "SHEDIA" Nairobi
Telephone NAIROBI 277461
When replying please quote
Ref. No. **AG/CIV/337/07**



ATTORNEY-GENERAL'S CHAMBERS
P.O. Box 40112-00100
NAIROBI, KENYA

and date
LUGARI/LIKUYANI/BLOCK 1/VIHIGA/246

28th March 2007

The District Lands Registrar
Kakamega/Lugari/Butere/Mumias
P.O. Box 482
NAIROBI

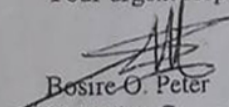
ATTN: G. OMONDI

**RE: PARCEL NO. LUGARI/LIKUYUANI/BLOCK 1/VIHIGA/246
(ORIGINALLY PART OF L.R 8403/2)**

Information received into our chambers is that contrary to a ruling of the High Court sitting at Kakamega i.e. HCCC NO. 344 of 1998, your office has registered a restriction against the title to the piece and parcel of land under reference purporting the same to have been erroneously transferred.

Whilst we know that Government can compulsorily acquire alienated land for Public Utility under the Land Acquisition Act, kindly confirm the position as regards the subject parcel to enable us advise the court and also confirm, if at all, when the restriction was placed and by who or what authority?

Your urgent response in terms hereof shall oblige.


Bosire O. Peter
Litigation Counsel
FOR: ATTORNEY GENERAL



cc

✓
**COMMISSIONER OF LANDS
NAIROBI**

Chief Lands Registrar
NAIROBI

18/5/14

308/14

SECRET

JIB-11

Name: "police"
E-mail: dir.crime@lagovr.org@yahoo.com
1 raps@lagovr.org please quote
CID/CRI/6/12/VOL: VI/60



NATIONAL POLICE SERVICE
DIRECTORATE OF CRIMINAL INVESTIGATIONS

DIVISIONAL CLERK
LUGARI DIVISION
P.O. BOX 54
TUBORO
17th MAY 2017

DIRECTORATE OF CRIMINAL INVESTIGATIONS
TO THE LAND REGISTRAR
P.O. BOX 482
KAKAMEGA

RE: RESRICTION DEALIND ON TITLE
NO.1 LUGARI/LIKUYANI/BLOCK I/VIHIGA/246

The above captioned matter refers.
Refer to our letter CID/CRI/6/12/VOL IV/29 dated 25/7/2014 on
restricting on no dealing on the Title until investigations are completed.
Please note that the caution on Lugari/Likuyani Block I/Vihiga 246 was
withdrawn by the registered owners who are no longer interested in the
matter, that is, Faith Baptist Orphanage Church, H.E.L.P Ministries.
The restriction thereof should be lifted.



Removal of Restriction
Day 5/2/17

[Signature]

17/5

