

REPUBLIC OF KENYA
IN THE SMALL CLAIMS COURT AT NAIROBI
SCCCOMM/E17173/2024

MARA NOMADS LIMITED.....CLAIMANT/APPLICANT

VERSUS

DENNIS OHURU.....RESPONDENT

CERTIFICATE OF URGENCY

I, **BROLINE KENNETH OGOMBE**, an Advocate of the High Court of Kenya and of P.O. Box Number 29107 – 00100, Nairobi, do certify that this matter is extremely urgent and deserving to be heard on a priority basis on the following **GROUND THAT**:

1. The Claimant's Application for Review raises serious and material issues regarding the inadvertent omission of critical evidence that was properly served on the Respondent and filed before this Honourable Court and it is in the interest of justice that it is heard expeditiously to resolve the dispute fairly.
2. Any delay in addressing this Application may result in the Claimant incurring financial liabilities, given the adverse findings against it in the Judgment delivered by this Honourable Court on 06 January 2025.
3. This Application is time-sensitive, as it has been filed within the statutory 30-day timeline for Review and it is in the interests of justice that it is heard expeditiously to resolve the dispute fairly.
4. This Honourable Court has the unfettered discretion to hear this matter on a priority basis to safeguard the principles of equity and justice.

DATED at NAIROBI this 06th day of January 2025



ONYANGO & TARUS
ADVOCATES FOR THE CLAIMANT/APPLICANT

DRAWN & FILED BY:

ONYANGO & TARUS
ADVOCATES,
SUITE 4.1, 4TH FLOOR,
BLOCK E, KMA CENTRE,
MARA & CHYULU ROADS,

ADM NO: P.105/16414/19
PRACTICE NO: LSK/2024/01903

P.O. BOX 29107-00100,
NAIROBI.

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PHONE: (+254) 736 557 914

TO BE SERVED UPON:

JAVIER GEORGIADIS & SYLVESTER LAW LLP,
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NOTICE OF MOTION

(Under Article 159(2) of the Constitution, Section 41 of the Small Claims Court Act, Rule 29 of the Small Claims Court Rules, Section 1A and 1B of the Civil Procedure Act, Cap 21, Order 45 Rule 1, Order 51 Rule 1, of the Civil Procedure Rules, 2010 and all other enabling provisions of the law)

TAKE NOTICE that the Honourable Court will be moved on the day of 2025 at 9 O'clock in the forenoon or soon thereafter as Counsel for the Applicant may be heard in an application for **ORDERS THAT:**

1. The Application be certified as urgent and be heard ex-parte in the first instance.
2. This Honourable Court be pleased to set aside and/or review its Judgment delivered on 06 January 2025 based on an error of law apparent on the face of the record.
3. This Honourable Court be pleased to reinstate the suit for re-determination based on all evidence properly filed before this Honourable Court to ensure a balanced and complete review of all material facts and evidence.
4. This Honourable Court do make such orders for the interest of justice to the Claimant/Applicant and all parties involved herein.
5. A stay of execution of the order on costs in the Judgment delivered on 06 January 2025 be granted, pending the hearing and determination of this Application.
6. Costs be in the cause.

WHICH APPLICATION is based on the Supporting Affidavit of **EDGAR RUTTO TARUS** and such other grounds as shall be proffered at the hearing hereof.

DATED at NAIROBI this 06th day of January 2025



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ADVOCATES FOR THE CLAIMANT/APPLICANT

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SUPPORTING AFFIDAVIT

I, **EDGAR RUTTO TARUS**, of Post Office Box number 29107-00100, Nairobi do make oath and state as follows, THAT:

1. I am the 2nd Plaintiff herein and the Managing Director of the Claimant and I am duly authorized and competent to swear this Affidavit.
2. I am advised by my Advocates on record which advice I verily believe to be true that:
 - i. The Claimant filed Witness Statements, List of Documents and Supporting Documents dated 12 October 2024 and filed and served upon the Respondent's Counsel on 14 November 2024. This critical evidence filed by the Claimant prior to the directions to proceed on documents only was inadvertently not considered in the determination of this matter.
 - a. Annexed hereto and marked as "ERT-1" are copies of Screenshots of email correspondence of service of the said Pleadings as well as copies of the said Pleadings filed before this Honourable Court.*
 - b. Annexed hereto and marked as "ERT-2" is a copy of the Judgement delivered by this Honourable Court.*
 - ii. On 29 November 2024, when the matter was mentioned in Court, both parties, through their Counsel, confirmed that they had filed and served their respective Witness Statements and Bundles of Documents. The agreement to proceed by way of documents only was based on this understanding, ensuring that all admissible evidence would form the basis of the Court's determination.
 - iii. A review is necessary to ensure that all relevant evidence is properly evaluated for a just and fair resolution of the dispute.
 - iv. The court struck out supplementary evidence filed on 5th December 2024, as it determined that the same was filed after directions to proceed on documents only. However, the court inadvertently did not consider the critical evidence dated 12 October 2024, which was on record prior to 29 November 2024.
 - v. This Honourable Court's Judgment relied heavily on the Respondent's submissions and supporting documents, which were presented uncontested due to the inadvertent omission of the Claimant's evidence. This resulted in an incomplete appreciation of the facts and evidence, contrary to the principles of justice and equity.

- vi. The omission of the Claimant's properly filed evidence constitutes an error of law on the face of the record, as the court is mandated to consider all admissible evidence properly filed before it. Section 30 of the Small Claims Court Act and the principles of natural justice require the court to evaluate all material facts and evidence before making a determination.
 - vii. A review of the judgment is necessary to correct this oversight and ensure that the Claimant's case is determined on its merits, with all relevant evidence properly evaluated.
 - viii. This application is filed within the statutory timeframe of 30 days as required under Section 41(2) of the Small Claims Court Act.
3. What is deposed to herein is true and within my own knowledge save to depositions on matters of information sources whereof are adequately disclosed.

SWORN at NAIROBI
by the said **EDGAR RUTTO TARUS**

This 06th day of January 2025

BEFORE ME:
RICHARD STEPHEN MALEBE
ADVOCATE & COMMISSIONER
FOR OATHS
P. O. Box 45832 NAIROBI
COMMISSIONER FOR OATHS

]
]
]
] _____
] **DEPONENT**
]
]
]
]
]
]
]

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RE: SCCOMM E17173 OF 2024; MARA NOMADS LIMITED VS DENNIS OHURU



Me <ogombe@otadvocates.co.ke>

Thu, 14 Nov 2024 7:22:34 PM +0300 •

To "info" <info@jgslaw.co.ke>

Cc "'George Majimbo'" [REDACTED], "gmajimbo" <gmajimbo@jgslaw.co.ke>, "Victor Onyango" <vonyango@otadvocates.co.ke>, "Rutto Rutto Tarus" <etarus@otadvocates.co.ke>

Dear Sirs,

The above captioned matter refers.

Please find attached the Claimant's Witness Statements and Bundle of Documents in the matter.

Kind regards,

Broline Kenneth Ogombe
Associate

Phone: +254 020 202 0212,
[REDACTED]



Onyango & Tarus
— ADVOCATES —

Suite 4.1, 4th Floor, Block E,
KMA Centre, Junction of Mara and Chyulu Roads, Nairobi
www.otadvocates.co.ke

This is the Exhibit Marked..... ERT-1
.....
in the Affidavit of..... EDGAR RUTTO TARUS

Sworn / Declared before me this..... 06th
..... day of..... January..... 20..... 25.....
..... Commissioner of Oaths.....



DISCLAIMER: All the information contained in this email message is strictly confidential and may be legally privileged. Such information is intended exclusively for the use of the designated recipient(s). Any disclosure, copying or distribution of all or part of the information contained herein or other use of or the taking of any action in reliance upon this information by third parties is prohibited and may be unlawful. If you have received this email message in error please delete it immediately and notify the OT Advocates through email at info@otadvocates.co.ke

---- On Wed, 13 Nov 2024 11:35:42 +0300 <info@jgslaw.co.ke> wrote ----



Dear Counsel,

I trust that this finds you well

The subject matter refers.

Please find attached herewith our Response to Statement of Claim dated 12th November, 2024.

By dint of this email, kindly consider to have been duly served in line with the provisions of Order 5 rule 22B of the civil procedure(Amendment) Rules, 2020 which allows service of documents via email and section 1(B)(1)(e) of the civil procedure Act

Kindly but urgently acknowledge receipt of this mail.

Kind regards.....

JAVIER GEORGIADIS & SYLVESTER LAW LLP

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📄 1 Attachment(s) • [Download as Zip](#)



SCCCOMM_Mara Nomads Limite... .pdf

5.3 MB • 🔒

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SCCCOMM/E17173/2024

MARA NOMADS LIMITED.....CLAIMANT

VERSUS

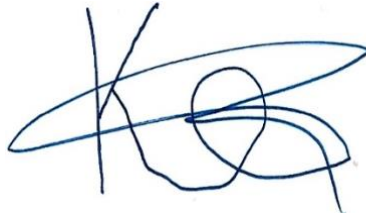
DENNIS OHURU.....RESPONDENT

THE CLAIMANT'S LIST OF WITNESSES

1. Edgar Rutto Tarus
2. Victor Augustus Onyango

Any other witness to be availed with the leave of the Court.

DATED at NAIROBI this 12th day of October 2024



ONYANGO & TARUS
ADVOCATES FOR THE CLAIMANT

This is the Exhibit Marked.....ERT-1.....
in the Affidavit of.....EDGAR RUTTO TARUS

DRAWN & FILED BY:

ONYANGO & TARUS
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P.O. BOX 29107-00100,
NAIROBI.

Sworn / Declared before me this 06th
day of January 2025

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DENNIS OHURU.....RESPONDENT

THE CLAIMANT'S WITNESS STATEMENT – EDGAR RUTTO TARUS

I, EDGAR RUTTO TARUS, of P.O. Box Number 29107-00100, Nairobi wish to state as follows, THAT:

1. I am the co-founder and Managing Director at Mara Nomads Limited, the Claimant herein. I am well-apprised of the facts surrounding this case hence competent to issue this statement.
1. The Claimant hired the Respondent on or about October 2021 to provide freelance video editing services for its YouTube channel, "The Mara Nomads" (<https://www.youtube.com/@TheMaraNomads1920MN>).
2. Both parties agreed upon an initial compensation rate of KSh 150 per minute of edited content, with the understanding that the Respondent was contracted strictly as an independent service provider. The Claimant ensured timely payments for every completed video project, consistently fulfilling its financial obligations from October 2021 to September 2024.
3. To enhance video editing workflow and quality, the Claimant decided to purchase a powerful laptop computer which the Respondent will use to prepare higher quality videos for the Claimant since the Respondent current laptop computer was unable to process higher quality videos. Further the Claimant made the decision to use revenues generated from its YouTube channel, "The Mara Nomads". However, to be able to use the revenues from its YouTube channel, the Claimant needed a separate AdSense account in order to obtain the revenue, an account it needed to set up first with YouTube. This is standard for a content creator such as the Claimant to be able to harness revenue from its own YouTube channel.
4. AdSense is a Google-operated program that allows YouTube content creators to generate revenue through advertisements displayed on their videos. This program requires an AdSense account linked to the content creator's YouTube channel, through which ad revenue is processed and paid to the account holder.
5. Since the Claimant did not have an AdSense account, the Respondent offered his own AdSense account to be put on the YouTube channel, "The Mara Nomads" so as to harness the revenue as the Claimant proceeded to set up its own AdSense account. The Claimant and Respondent mutually agreed to temporarily route YouTube AdSense earnings through the Respondent's AdSense account for the Respondent to hold the revenue in trust for the Claimant until its sufficient to purchase the laptop. This laptop to be purchased was to remain the Claimant's company property, and the AdSense earnings generated from the Claimant's YouTube channel, "The Mara Nomads" were to remain the property of the Claimant.

6. The Respondent has retained a total of USD 1,453.53 (KES 187,505.37 as at today's exchange rate), accumulated from March 2024 to October 2024, which represents the AdSense earnings from the YouTube channel of the Claimant, which he was to hold in trust for the Claimant.
7. The Respondent's account was intended solely as a temporary measure to manage YouTube earnings of the Claimant. Once the Claimant completed setting up its own AdSense account, it was linked to the Claimant's YouTube channel, effectively ending the provisional arrangement with the Respondent's account.
8. The Respondent has failed to provide the Claimant with any account or detailed record of the funds received under this temporary AdSense arrangement. Despite their clear understanding, the Respondent has neither transferred the funds to the Claimant for the laptop purchase nor provided any evidence of spending these funds in alignment with the parties' agreement.
9. The Claimant therefore claims against the Respondent the refund of the sum of KES 187,505.37 together with interest thereon from date of filing this suit until payment in full.
10. Despite demand being made and notice of intention to sue being given, the Respondent has refused and/or neglected to admit liability and refund the sum of KES 187,505.37.
11. The cause of action arose in Nairobi within the jurisdiction of this Honourable Court.
12. Despite demand being made and notice of intention to sue being given, the Respondent has refused and/or neglected to admit liability and refund the sum of KES 187,505.37.
13. I pray that the Claimant's Claim be allowed as prayed in the Statement of Claim.
14. That is all I wish to state.


Signed

Date: 12th Day of October 2024

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VERSUS

DENNIS OHURU.....RESPONDENT

THE CLAIMANT'S WITNESS STATEMENT – VICTOR AUGUSTUS ONYANGO

I, VICTOR AUGUSTUS ONYANGO, of P.O. Box Number 29107-00100, Nairobi wish to state as follows, THAT:

1. I am the co-founder and a director of Mara Nomads Limited, the Claimant in this matter. I have been involved in the day-to-day operations and strategic planning of the Claimant and I am well-acquainted with the facts of this case, making me competent to provide this statement.
2. The Respondent was engaged by the Claimant around October 2021 solely to provide freelance video editing services for the Claimant's YouTube channel, "The Mara Nomads" (<https://www.youtube.com/@TheMaraNomads1920MN>).
3. This arrangement was strictly on an independent contractor basis, with both parties agreeing on an initial rate of KSh 150 per minute of edited content. Throughout this relationship, the Claimant upheld its obligations by compensating the Respondent for every project delivered, as evidenced by payment records held by the Claimant.
4. To improve the quality of content and streamline our workflow, the Claimant decided to purchase a high-performance laptop dedicated to video editing for exclusive use on the Claimant's YouTube channel projects. However, at that time, the Claimant had not yet set up its own AdSense account to capture earnings from its YouTube channel. The Respondent, who already had an active AdSense account, volunteered to temporarily route the channel's earnings through his account while the Claimant finalized its AdSense setup.
5. The parties agreed that the AdSense earnings generated from the Claimant's channel would be held in trust by the Respondent until sufficient funds were accrued for purchasing the video editing laptop. It was explicitly agreed that these funds belonged to the Claimant, and that the laptop, once purchased, would remain the property of the Claimant, to be used solely for projects under the Claimant's YouTube channel. The Respondent was fully aware of this arrangement and accepted it without objection at the outset.
6. Since March 2024, the Respondent has retained USD 1,453.53, equivalent to KES 187,505.37, accumulated from the Claimant's YouTube channel. Despite repeated reminders, the Respondent has neither transferred these funds nor provided any accounting to show how these funds have been used in accordance with the parties' understanding. To date, the laptop has not been purchased, and the Claimant has not received any portion of the AdSense earnings generated from its own channel, contrary to the Respondent's obligations.

7. The Respondent's actions not only reflect a failure to honor the agreed-upon arrangement but also represent a breach of trust. By withholding these funds and not accounting for them as agreed, the Respondent has unjustly enriched himself at the expense of the Claimant. This is particularly troubling given that the funds in question are directly tied to the Claimant's operational needs and the intended improvement of content quality on its channel.
8. The Claimant therefore claims against the Respondent the refund of the sum of KES 187,505.37 together with interest thereon from date of filing this suit until payment in full.
9. Despite demand being made and notice of intention to sue being given, the Respondent has refused and/or neglected to admit liability and refund the sum of KES 187,505.37.
10. The cause of action arose in Nairobi within the jurisdiction of this Honourable Court.
11. Despite demand being made and notice of intention to sue being given, the Respondent has refused and/or neglected to admit liability and refund the sum of KES 187,505.37.
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13. That is all I wish to state.

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THE CLAIMANT'S LIST OF DOCUMENTS

1. Copies of Google AdSense Earnings Payment Summaries for the Respondent.
2. Copy of KCB Bank Statement for the Respondent showing AdSense Payments from the Claimant's Channel.
3. Copy of YouTube Transcript from the Respondent's YouTube Channel Regarding Earnings for Laptop Purchase. On 11 October 2024, the Respondent published a video on his personal YouTube channel, "Dennis Ohuru" (<https://www.youtube.com/c/DennisOhuru>), titled:
 "Who Moved My Cheese in Nairobi | I Have Suffered a Major Setback"
 (<https://www.youtube.com/watch?v=AtB9AoLrhLE&t=1634s>).
4. Copy of Statement of YouTube AdSense Earnings for the Claimant.
5. Copies of Costing Details Submitted by the Respondent for Freelance Video Editing Services to the Claimant.
6. Copy of Statement of Payments Made by the Claimant to the Respondent for Video Editing Services
7. Copies of Screenshots of Communication from the Respondent Showing Laptop Selection for video editing Work Purposes.
8. Any other documents to be availed with the leave of this Honourable Court.

DATED at NAIROBI this 12th day of October 2024



ONYANGO & TARUS
ADVOCATES FOR THE CLAIMANT

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The screenshot shows a WhatsApp web interface in a Chrome browser. The address bar shows 'web.whatsapp.com'. The left sidebar displays a list of chats, including 'Video Editor Dennis Bujabs' (last message: 'I think we do away with 'part' and let people w...', dated 04/10/2024), 'Client Dennis Maloya (Mo's ...' (last message: 'How are you guys?', dated 10/04/2024), and 'Dennis Dome' (last message: 'Hi, this is the mother title', dated 02/03/2024). The main chat area is focused on the conversation with 'Video Editor Dennis Bujabs'. The chat history shows a date separator for '30/09/2024'. The messages include: 'Losing for malawi and victoria falls 1 and 2' (15:42), 'Mv 1 (38 mins) = 7600' (15:42), 'Mv 2 (32 minutes) = 6400' (15:42), 'Thumbnails = 1,000' (15:42), and 'Total = 15,000' (15:43). A follow-up message states: 'proceeds from ad revenue which will be paid end next month will go towards the laptop goal. I'm looking at this' (15:43). Below this is an image of a laptop with a price tag of 'KES 110,000' and a list of specifications: 'Laptop Asus TUF Gaming A15 1502 AMD Ryzen 7 5800H 15.6"'. The caption for the image says: 'priced at around 100 to 120, it will future proof us for a long time' (15:43). The bottom of the screen shows the Windows taskbar with various application icons and the system clock indicating '10:49 AM 10/31/2024'.

Chats

Video Editor **Dennis Bujabs** 04/10/2024
I think we do away with 'part' and let people w...

Client **Dennis Maloya (Mo's ...** 10/04/2024
How are you guys?

Dennis Dome 02/03/2024
Hi, this is the mother title

CONTACTS

Client **Dennis Maloya (Mo's Hubba)**

See more chat history on the app
Get WhatsApp for Windows

Video Editor **Dennis Bujabs**

Losing for malawi and victoria falls 1 and 2 15:42

30/09/2024

Mv 1 (38 mins) = 7600 15:42

Mv 2 (32 minutes) = 6400 15:42

Thumbnails = 1,000 15:42

Total = 15,000 15:43

proceeds from ad revenue which will be paid end next month will go towards the laptop goal. I'm looking at this 15:43

KES 110,000

Laptop Asus TUF Gaming A15 1502 AMD Ryzen 7 5800H 15.6"

priced at around 100 to 120, it will future proof us for a long time 15:43

Type a message

Excerpt of YouTube TRANSCRIPT from the Respondent's YouTube Channel Regarding Earnings for Laptop Purchase. On 11 October 2024, the Respondent published a video on his personal YouTube channel, "Dennis Ohuru" (<https://www.youtube.com/c/DennisOhuru>), titled:

"Who Moved My Cheese in Nairobi | I Have Suffered a Major Setback" (<https://www.youtube.com/watch?v=AtB9AoLrhLE&t=1634s>).

"These four videos from the Victoria Falls trip were intended to help buy a video editing laptop because we've struggled with that for a very long time. I edit videos using this HP laptop, which is not a video editing laptop, and for a long time, we've struggled with that. I remember at some point, we said that I would work, and the Mara Nomads would keep my earnings until they reached an amount where they could buy a video editing laptop. But very quickly, I changed my mind about that because I thought, "I can't work, and you keep my money. How am I going to survive? How am I going to pay rent, buy food, and things like that?"

So, because of how well these videos were doing, we said, "Let's take this money and purchase a video editing laptop." I even sent a message on WhatsApp to the leader of the Mara Nomads about that. I wasn't going to use the money for myself—I was going to use it to buy a video editing laptop, which would make my video editing work better. It would mean better videos for the Mara Nomads because, as of now, we upload videos in 1080p. With the video editing laptop, we could start uploading videos in 4K, so overall, it would be a win-win for both of us.

We agreed that after buying the video editing laptop, we would sit down and renegotiate rates. Ad revenue for the Mara Nomads YouTube channel is actually a very small part of the revenue that the channel is capable of making. Once they incorporate shopping into the channel and affiliate marketing, they can make vastly more money than what ad revenue is bringing in at this time. So, we agreed to keep the ad revenue, and I wouldn't be paid for the minutes, which I thought was fair. But to formalize this, we said we would first buy the video editing laptop, then sit down, discuss, and renegotiate. That was fine, and that was the agreement we had.

When I took part two of the Victoria Falls video to the office, you know, when you have a YouTube channel, you can give permissions to people to see the analytics of the channel, help reply to comments, and manage the channel. I was given the permission of an editor on the Mara Nomads YouTube channel. As an editor, I could see how much money the channel was making.

The day before yesterday, when I was checking the performance of the third video we put up, I realized that my AdSense account had been disconnected from the Mara Nomads YouTube channel. This meant that any further earnings the Mara Nomads would make in ad revenue were no longer going to my AdSense account. My account had been cut off, and this was done without any notification. Nobody called me; the leader of Mara Nomads didn't call me to talk about it.

Remember, we had agreed that after buying a video editing laptop, we would sit down and renegotiate the rates. Now that this ad revenue was starting to become "sweet," we agreed we would sit down and renegotiate after buying the laptop. But I just woke up to find out that my

AdSense account had been disconnected from the Mara Nomads YouTube channel. That's how someone moved my cheese.

I was prepared, I was ready—I even started researching video editing laptops. But the thing is, let me show you my AdSense account. As you can see, last month's payment was \$72, which includes earnings from both the Mara Nomads YouTube channel and my own. This month's payment, for September, has not yet been reflected—the balance is zero. Typically, YouTube sends money to AdSense around the 7th to the 12th of the month, and AdSense then sends the payment to your bank account around the 22nd to the 25th.



RE: MARA NOMADS YOUTUBE ADSENSE EARNINGS (STATEMENT)

DATE:
October 31, 2024

DATE	REVENUE (USD)
2024-01	0
2024-02	0
2024-03	2.961
2024-04	69.745
2024-05	177.417
2024-06	236.049
2024-07	190.338
2024-08	78.504
2024-09	698.516
TOTAL	1,453.53

Our Website:

www.maranomads.com

Our Phone:

+254 020 200 0786 | +254 769 677 263 | +254 733 659 710

Our Email:

travel@maranomads.com
info@maranomads.com

Our Postal Address:

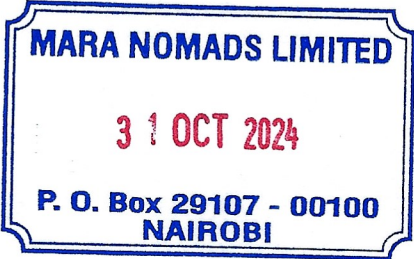
P. O. Box 29107 - 00100, Nairobi, Kenya.

Our Physical Address:

Suite 4.1, Block E, 4th Floor, KMA Centre, Chyulu Road, Upper Hill, Nairobi, Kenya.

For: MARA NOMADS LIMITED

Signature:
Name: Rutto Edgar Tarus
Title: Managing Director



studio.youtube.com/channel/UCUgEZszMwN-cdiMCA0Xdn9Q/analytics/tab-earn_revenue/period-default/explore?c=UCUgEZszMwN-c...

Channel: The Mara Nomads'

Filter: Jan 1 - Oct 24, 2024

Content	Traffic source	Geography	Cities	Viewer age	Viewer gender	Date	Revenue source	More	
Date				Estimated revenue		Watch Page ads	Estimated monetized playbacks	Playback-based CPM	YouTube Premium
Total				\$1,839.46		\$1,713.29	505,070	\$6.22	\$126.15
September				\$698.52 38.0%		\$646.32 37.7%	183,635 36.4%	\$6.40	\$52.20 41.4%
October (ongoing)				\$385.93 21.0%		\$360.38 21.0%	84,895 16.8%	\$7.71	\$25.53 20.2%
June				\$236.05 12.8%		\$221.34 12.9%	74,462 14.7%	\$5.41	\$14.71 11.7%
July				\$190.34 10.4%		\$174.90 10.2%	56,798 11.3%	\$5.60	\$15.44 12.2%
May				\$177.42 9.7%		\$169.01 9.9%	53,021 10.5%	\$6.33	\$8.41 6.7%
August				\$78.50 4.3%		\$74.18 4.3%	32,579 6.5%	\$4.14	\$4.33 3.4%
April				\$69.75 3.8%		\$64.48 3.8%	18,243 3.6%	\$6.43	\$5.26 4.2%
March				\$2.96 0.2%		\$2.68 0.2%	1,437 0.3%	\$4.01	\$0.29 0.2%



Payments profile ID



Name

Dennis Ochieng Ohuru

Payments account nickname

AdSense for YouTube pub-5804575419406647

Summary created


Oct 24, 2024

Apr 1 – 30, 2024

Ending balance: €109.31

Date	Description	Amount (EUR)
Apr 1 – 30, 2024	Earnings - YouTube	€67.42

Starting balance: €41.89

This is the exhibit marked ".....DO-11....."
Referred to in the annexed Affidavit / Declaration.
of.....DENNIS OHURU.....
Sworn/Declared before me this.....30TH.....
Day of.....OCTOBER 2024.....at.....NAIROBI.....

Commissioner for Oaths



Payments profile ID



Name

Dennis Ochieng Ohuru

Payments account nickname

AdSense for YouTube pub-5804575419406647

Summary created

Oct 24, 2024

May 1 – 31, 2024

Ending balance: €168.71		
Date	Description	Amount (EUR)
May 1 – 31, 2024	Earnings - YouTube	€168.71
May 21, 2024	Automatic payment: Wire transfer to bank account ••••811. GG103L23EB	-€94.27
May 21, 2024	U.S. Ch.3 Tax Withholding - YouTube Earnings	-€15.04
Starting balance: €109.31		



Payments profile ID



Name
Dennis Ochieng Ohuru

Payments account nickname
AdSense for YouTube pub-5804575419406647

Summary created
Oct 24, 2024

Jun 1 – 30, 2024

Ending balance: €223.55		
Date	Description	Amount (EUR)
Jun 1 – 30, 2024	Earnings - YouTube	€223.55
Jun 21, 2024	Automatic payment: Wire transfer to bank account ••••811. GG103MIX4A	-€148.71
Jun 21, 2024	U.S. Ch.3 Tax Withholding - YouTube Earnings	-€20.00
Starting balance: €168.71		



Payments profile ID

[Redacted]

Name

Dennis Ochieng Ohuru

Payments account nickname

AdSense for YouTube pub-5804575419406647

Summary created

Oct 24, 2024

Jul 1 – 31, 2024

Ending balance: €179.75		
Date	Description	Amount (EUR)
Jul 1 – 31, 2024	Earnings - YouTube	€179.75
Jul 21, 2024	Automatic payment: Wire transfer to bank account ••••811. GG103NBJHB	-€199.50
Jul 21, 2024	U.S. Ch.3 Tax Withholding - YouTube Earnings	-€24.05
Starting balance: €223.55		



Payments profile ID



Name
Dennis Ochieng Ohuru

Payments account nickname
AdSense for YouTube pub-5804575419406647

Summary created
Oct 24, 2024

Aug 1 – 31, 2024

Ending balance: €81.25

Date	Description	Amount (EUR)
Aug 1 – 31, 2024	Earnings - YouTube	€81.25
Aug 21, 2024	Automatic payment: Wire transfer to bank account ••••811. GG103OT4MP	-€158.64
Aug 21, 2024	U.S. Ch.3 Tax Withholding - YouTube Earnings	-€21.11

Starting balance: €179.75



Payments profile ID

[Redacted]

Name

Dennis Ochieng Ohuru

Payments account nickname

AdSense for YouTube pub-5804575419406647

Summary created

Oct 24, 2024

Sep 1 – 30, 2024

Ending balance: €659.75		
Date	Description	Amount (EUR)
Sep 1 – 30, 2024	Earnings - YouTube	€659.75
Sep 21, 2024	Automatic payment: Wire transfer to bank account ••••811. GG103PM00C	-€72.75
Sep 21, 2024	U.S. Ch.3 Tax Withholding - YouTube Earnings	-€8.50
Starting balance: €81.25		



Payments profile ID

[Redacted]

Name

Dennis Ochieng Ohuru

Payments account nickname

AdSense for YouTube pub-5804575419406647

Summary created

Oct 24, 2024

Oct 1 – 24, 2024

Ending balance: €0.00

Date	Description	Amount (EUR)
Oct 21, 2024	Automatic payment: Wire transfer to bank account ••••811. GG103R1Y5S	-€586.20
Oct 21, 2024	U.S. Ch.3 Tax Withholding - YouTube Earnings	-€73.55

Starting balance: €659.75



29 October 2024
12:34:49

ACCOUNT STATEMENT

Customer:

Account: [REDACTED] DENNIS OCHIENG OHURU

Product Name: Bankika Personal Account

Statement Period: 01 MAR 2024 - 25 OCT 2024

Balance at Period Start 6.64 KES Balance at Period End: 0.00 KES

TXN DATE	DESCRIPTION	VALUE DATE	MONEY OUT	MONEY IN	LEDGER BALANCE
01 MAR 2024	BALANCE B/FWD	01 MAR 2024			6.64
05 MAR 2024	Mobi 522522 MPESA SC 42ZYAIN2 254703782560 DENN	05 MAR 2024		500.00	506.64
05 MAR 2024	POS Txn 4243142018444 546 4243142018444546 gotin	05 MAR 2024	-484.50		22.14
07 MAR 2024	Transfer KCB MPESA W OFF SAVINGS & LOAN F LOAT SU	07 MAR 2024	-22.10		0.04
20 MAR 2024	Transfer MK Loan 100016 35858 SAVINGS & LOAN FLO	20 MAR 2024	-0.04		0.00
22 MAY 2024	Inward SWIFT Pa GOOG LE IRELAND DUBLIN,D0 4 E5W5	22 MAY 2024		12,607.65	12,607.65
22 MAY 2024	SWIFT Charge 34101005 02 AC-1201273811 FT24 1433	22 MAY 2024	-690.00		11,917.65
22 MAY 2024	Mobile Money Tr MM2414 3Q00A522 25470378256 0BEM8	22 MAY 2024	-11,874.25		43.40
23 MAY 2024	Transfer Loan Recovery 1 0001635858 SAVINGS & LO	23 MAY 2024	-43.40		0.00
27 MAY 2024	Transfer Loan Recovery 1 0001635858 SAVINGS & LO	23 MAY 2024		43.4	43.40
30 MAY 2024	Transfer MK Recoveries SAVINGS & LOAN FLOA T SUS	30 MAY 2024	-43.40		0.00
24 JUN 2024	Inward SWIFT Pa GOOG LE IRELAND DUBLIN,D0 4 E5W5	24 JUN 2024		19,066.10	19,066.10
24 JUN 2024	SWIFT Charge 34123547 21 AC-1201273811 FT24 1762	24 JUN 2024	-690.00		18,376.10
24 JUN 2024	Mobile Money Tr MM2417 64GIZE22 254703782560 BFO5	24 JUN 2024	-18,074.25		301.85
26 JUN 2024	Transfer Loan Recovery 1 0001635858 SAVINGS & LO	26 JUN 2024	-301.85		0.00
08 JUL 2024	Mobi 522522 MPESA SG 8015GD0U 25470378256 0 DENN	08 JUL 2024		150.00	150.00
08 JUL 2024	POS Txn 4243142018444 546 4243142018444546 I NFIN	08 JUL 2024	-132.61		17.39
10 JUL 2024	Transfer Loan Recovery 1 0001635858 SAVINGS & LO	10 JUL 2024	-17.39		0.00
22 JUL 2024	Inward SWIFT Pa GOOG LE IRELAND DUBLIN,D0 4 E5W5	22 JUL 2024		26,559.45	26,559.45
22 JUL 2024	SWIFT Charge 34144487 33 AC-1201273811 FT24 204V	22 JUL 2024	-720.00		25,839.45
22 JUL 2024	Mobile Money Tr MM2420 4SF7HY31 25470378256 0BGM8	22 JUL 2024	-25,676.25		163.20
22 JUL 2024	Mobile Money Tr MM2420 4VE8FL23 25470378256 0BGM8	22 JUL 2024	-161.90		1.30
11 AUG 2024	Mobi 522522 MPESA SH B5QA00ZB 2547037825 60 DENN	11 AUG 2024		500.00	501.30
11 AUG 2024	POS Txn 4243142018444 546 4243142018444546 Amazo	11 AUG 2024	-149.68		351.62

Certified True Copy Of The Original
For: KCB BANK KENYA LTD.
30
Manager, Customer Service
MOI AVENUE, NAIROBI



29 October 2024
12:34:49

11 AUG 2024	Mobile Money Tr MM2422 4H9WRI96 25470378256 0BHB9	11 AUG 2024	-100.00	251.62
12 AUG 2024	Mobile Money Tr MM2422 5T3RNI73 254703782560 BHC9	12 AUG 2024	-182.20	69.42
12 AUG 2024	Air Time Purcha MM2422 5PX7YK59 25470378256 0BHC7	12 AUG 2024	-50.00	19.42
13 AUG 2024	Transfer Loan Recovery 1 0001635858 SAVINGS & LO	13 AUG 2024	-19.42	0.00
15 AUG 2024	Direct Credits VISA PAY MENT LIMITED CLIENT ACCO	15 AUG 2024	19.00	19.00
15 AUG 2024	EFT Charge AC-1201273 811 FT24228GZDHM	15 AUG 2024	-120.00	-101.00
15 AUG 2024	Direct Credits VISA PAY MENT LIMITED CLIENT ACCO	15 AUG 2024	17.00	-84.00
15 AUG 2024	EFT Charge AC-1201273 811 FT242285HDX9	15 AUG 2024	-120.00	-204.00
22 AUG 2024	Inward SWIFT Pa GOOG LE IRELAND DUBLIN,D0 4 E5W5	22 AUG 2024	21,292.65	21,088.65
22 AUG 2024	SWIFT Charge 34166396 91 AC-1201273811 FT24 235F	22 AUG 2024	-720.00	20,368.65
22 AUG 2024	Mobile Money Tr MM2423 51COQZ87 25470378256 0BHM2	22 AUG 2024	-20,229.00	139.65
22 AUG 2024	Air Time Purcha MM2423 502OH080 25470378256 0BHM8	22 AUG 2024	-100.00	39.65
23 AUG 2024	Transfer Loan Recovery 1 0001635858 SAVINGS & LO	23 AUG 2024	-39.65	0.00
31 AUG 2024	Mobi 522522 MPESA SH V2Y0402M 25470378256 0 DENN	31 AUG 2024	500.00	500.00
31 AUG 2024	POS Txn 4243142018444 546 4243142018444546 GOOGL	31 AUG 2024	-484.50	15.50
02 SEP 2024	Transfer Loan Recovery 1 0001635858 SAVINGS & LO	02 SEP 2024	-15.50	0.00
23 SEP 2024	Inward SWIFT Pa GOOG LE IRELAND DUBLIN,D0 4 E5W5	23 SEP 2024	9,815.45	9,815.45
23 SEP 2024	SWIFT Charge 34187874 44 AC-1201273811 FT24 267P	23 SEP 2024	-720.00	9,095.45
23 SEP 2024	Mobile Money Tr MM2426 73ZT3O15 25470378256 0BIN2	23 SEP 2024	-9,074.25	21.20
24 SEP 2024	Transfer Loan Recovery 1 0001635858 SAVINGS & LO	24 SEP 2024	-21.20	0.00
14 OCT 2024	Mobi 522522 MPESA SJ E923HFC5 25470378256 0 DENN	14 OCT 2024	500.00	500.00
14 OCT 2024	POS Txn 4243142018444 546 4243142018444546 GOOGL	14 OCT 2024	-256.70	243.30
16 OCT 2024	Transfer Loan Recovery 1 0001635858 SAVINGS & LO	16 OCT 2024	-243.30	0.00
22 OCT 2024	Inward SWIFT Pa GOOG LE IRELAND DUBLIN,D0 4 E5W5	22 OCT 2024	76,663.25	76,663.25
22 OCT 2024	SWIFT Charge 34208798 44 AC-1201273811 FT24 2966	22 OCT 2024	-720.00	75,943.25
22 OCT 2024	Mobile Money Tr MM2429 64DMRF30 25470378256 0BJM1	22 OCT 2024	-75,076.25	867.00

Certified True Copy Of The Original
For: KCB BANK KENYA LTD.
31
Assistant Manager, Customer Service
101 AVENUE, NAIROBI



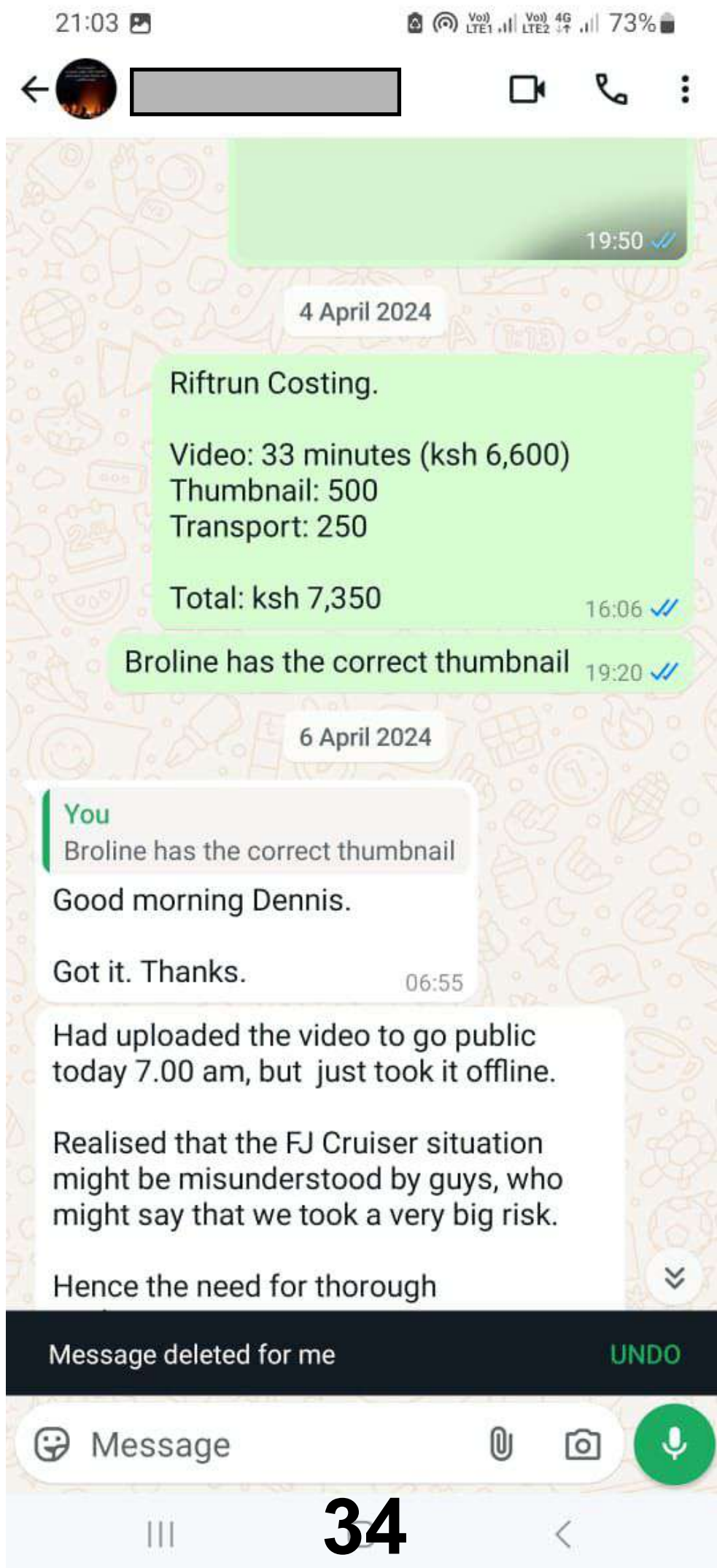
29 October 2024
12:34:49

22 OCT 2024	Mobile Money Tr MM2429 6UXG1J33 25470378256 0BJM5	22 OCT 2024	-814.20	52.80
23 OCT 2024	Transfer Loan Recovery 1 0001635858 SAVINGS & LO	23 OCT 2024	-52.80	0.00
			=====	=====
			=	=
BALANCE AT PERIOD END:			-168,240.59	168,233.95
				0.00

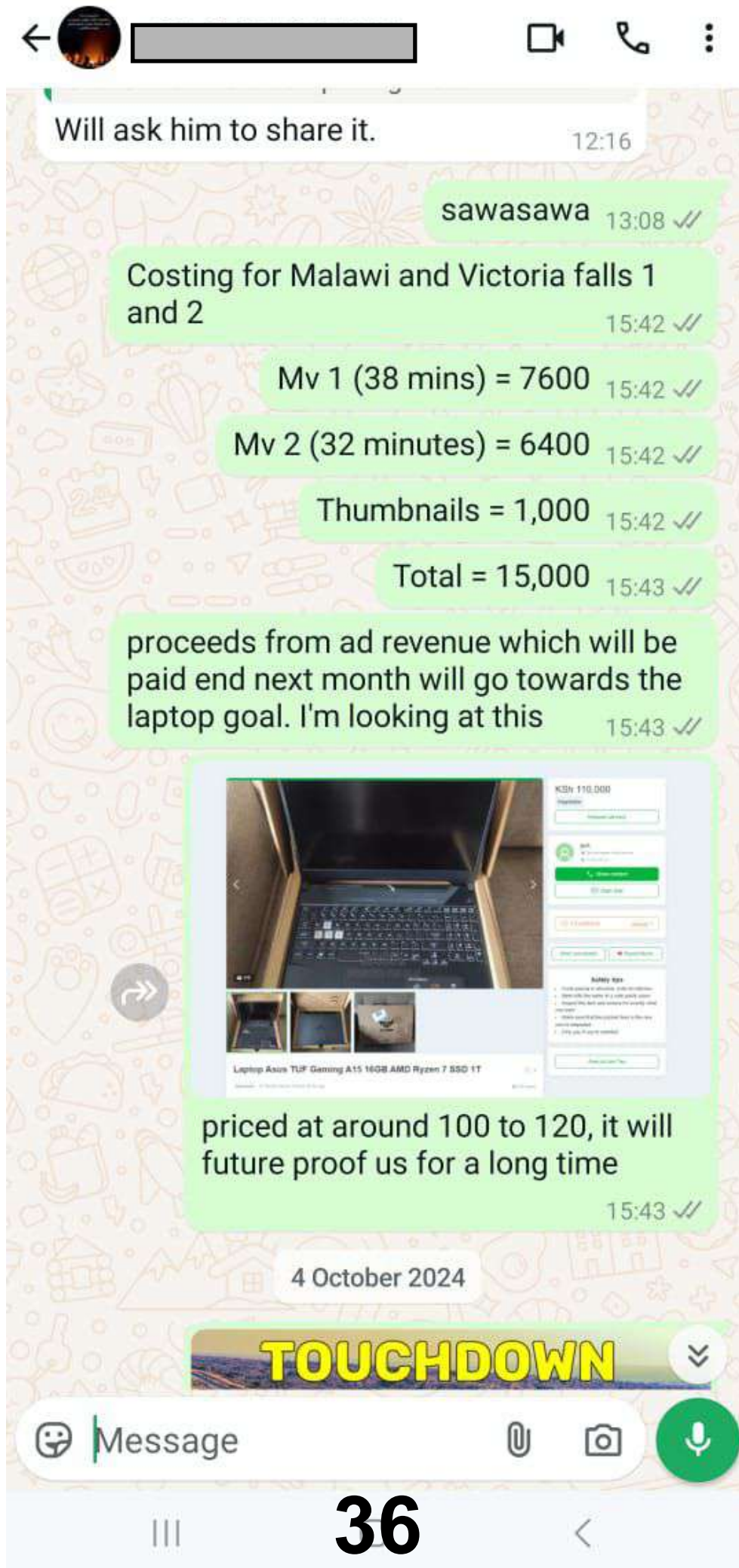
Certified True Copy Of The Original
For: KCB BANK KENYA LTD.

Asst. Manager, Customer Service
MOI AVENUE, NAIROBI

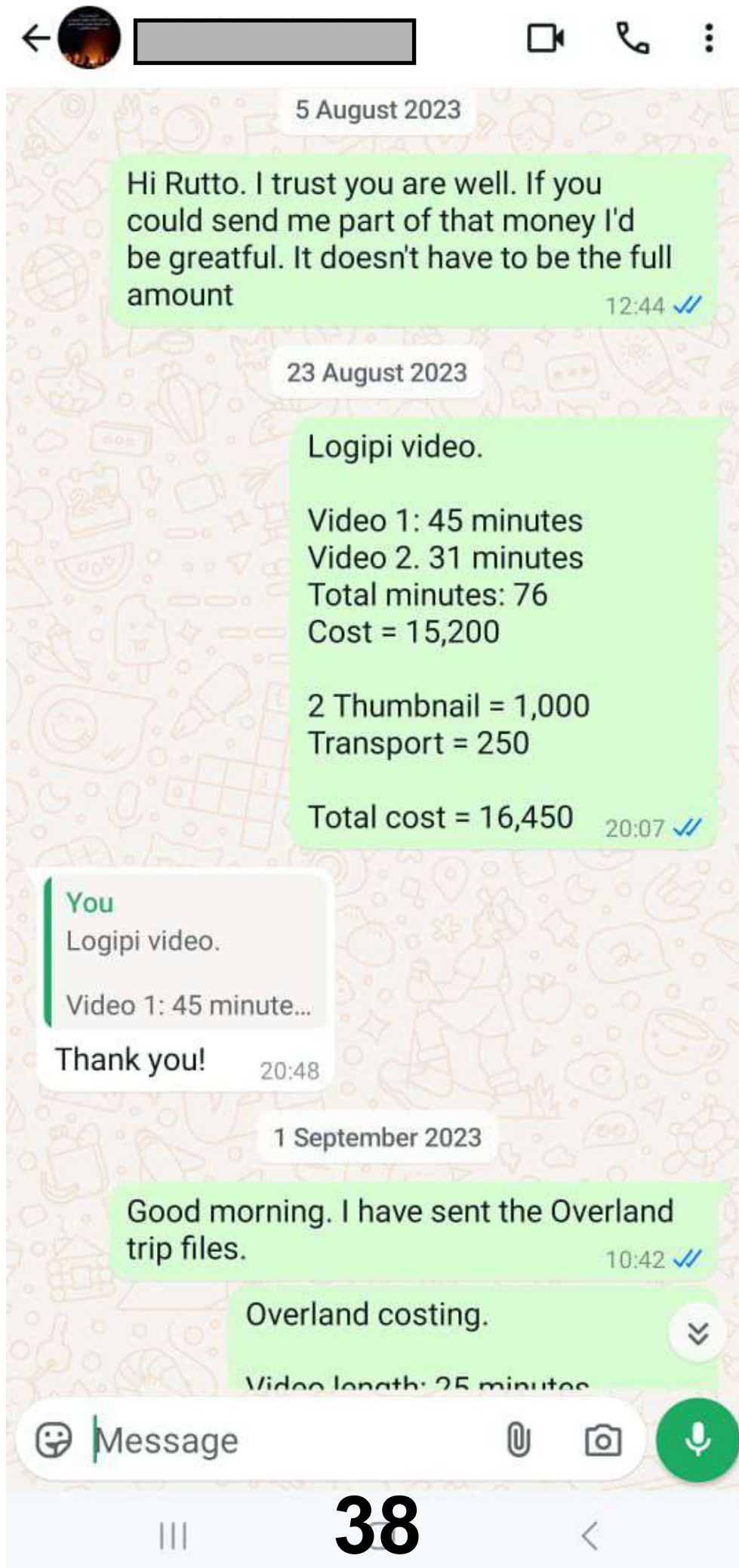














MARA NOMADS LIMITED

31 OCT 2024

P. O. Box 29107 - 00100
NAIROBI

To:
Mr. Dennis Ohuru,

Nairobi, Kenya.

Statement of Payment

DATE: 06
October 15, 2024

Our Website:
www.maranomads.com

Our Phone:
+254 020 200 0786 | +254 769 677 263 | +254 733 659 710

Our Email:
travel@maranomads.com
info@maranomads.com

Our Postal Address:
P. O. Box 29107 - 00100,
Nairobi, Kenya.

Our Physical Address:
Suite 4.1, Block E, 4th Floor,
KMA Centre, Chyulu Road,
Upper Hill, Nairobi, Kenya.

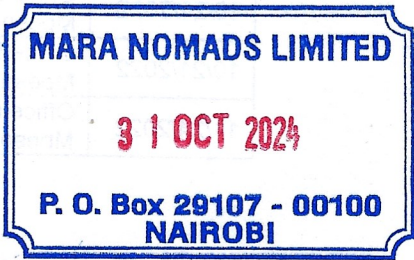
DATE	DESCRIPTION	DR (KES)
2021		
11/4/2021	Office Expense: Video Editing Services & Mpesa Charges	1,732.00
11/15/2021	Office Expense: Video Editing Services & Mpesa Charges	2,032.00
11/30/2021	Office Expense: Video Editing Services & Mpesa Charges	10,087.00
12/7/2021	Office Expense: Video Editing Services & Mpesa Charges	1,012.00
12/15/2021	Office Expense: Video Editing Services & Mpesa Charges	3,755.00
2022		
1/7/2022	Office Expense: Video Editing Services & Mpesa Charges	506.00
1/19/2022	Office Expense: Video Editing Services & Mpesa Charges	1,378.00
1/21/2022	Office Expense: Video Editing Services & Mpesa Charges	5,250.00
2/9/2022	Office Expense: Video Editing Services & Mpesa Charges	4,050.00
2/23/2022	Office Expense: Video Editing Services & Mpesa Charges	2,128.00
4/28/2022	Office Expense: Video Editing Services & Mpesa Charges	2,528.00
5/4/2022	Office Expense: Video Editing Services & Mpesa Charges	2,828.00
5/16/2022	Office Expense: Video Editing Services & Mpesa Charges	2,528.00
5/23/2022	Office Expense: Video Editing Services & Mpesa Charges	1,828.00
6/29/2022	Office Expense: Video Editing Services & Mpesa Charges	6,384.00
7/8/2022	Office Expense: Transport Charges & Mpesa Charges	227.00
7/10/2022	Office Expense: Video Editing Services & Mpesa Charges	2,900.00
10/21/2022	Office Expense: Video Editing Services & Mpesa Charges	277.00
10/21/2022	Office Expense: Video Editing Services & Mpesa Charges	5,884.00
11/24/2022	Office Expense: Video Editing Services & Mpesa Charges	1,028.00



Statement of Payment Cont.d

DATE	DESCRIPTION	DR (KES)
12/14/2022	Office Expense: Transport Charges & Mpesa Charges	1,028.00
2023		
1/16/2023	Office Expense: Video Editing Services & Mpesa Charges	7,584.00
2/7/2023	Office Expense: Video Editing Services & Mpesa Charges	5,664.00
2/14/2023	Office Expense: Video Editing Services & Mpesa Charges	2,528.00
2/20/2023	Office Expense: Video Editing Services & Mpesa Charges	3,400.00
4/27/2023	Office Expense: Video Editing Services & Mpesa Charges	4,967.00
5/16/2023	Office Expense: Video Editing Services & Mpesa Charges	4,067.00
5/29/2023	Office Expense: Transport & Mpesa Charges	527.00
6/7/2023	Office Expense: Transport & Mpesa Charges	2,528.00
6/22/2023	Office Expense: Transport & Mpesa Charges	528.00
7/18/2023	Office Expense: Video Editing Services & Mpesa Charges	10,450.00
8/22/2023	Office Expense: Video Editing Services & Mpesa Charges	13,062.00
8/24/2023	Office Expense: Video Editing Services & Mpesa Charges	16,630.00
9/11/2023	Office Expense: Video Editing Services & Mpesa Charges	5,837.00
9/15/2023	Office Expense: Video Editing Services & Mpesa Charges	3,052.00
9/28/2023	Office Expense: Video Editing Services & Mpesa Charges	3,052.00
10/12/2023	Office Expense: Video Editing Services & Mpesa Charges	7,087.00
11/9/2023	Office Expense: Video Editing Services & Mpesa Charges	9,115.00
11/17/2023	Office Expense: Video Editing Services & Mpesa Charges	4,619.00
12/1/2023	Office Expense: Video Editing Services & Mpesa Charges	7,915.00
12/24/2023	Office Expense: Video Editing Services & Mpesa Charges	6,087.00
2024		
1/22/2024	Office Expense: Video Editing Services & Mpesa Charges	9,815.00
1/31/2024	Office Expense: Video Editing Services & Mpesa Charges	5,069.00
2/29/2024	Office Expense: Video Editing Services & Mpesa Charges	13,467.00
4/3/2024	Office Expense: Video Editing Services & Mpesa Charges	5,687.00
4/15/2024	Office Expense: Video Editing Services & Mpesa Charges	7,487.00
5/14/2024	Office Expense: Video Editing Services & Mpesa Charges	13,867.00
6/11/2024	Office Expense: Video Editing Services & Mpesa Charges	6,187.00
7/4/2024	Office Expense: Video Editing Services & Mpesa Charges	7,237.00
8/26/2024	Office Expense: Video Editing Services & Mpesa Charges	14,617.00
10/13/2024	Office Expense: Video Editing Services & Mpesa Charges	20,185.00
TOTAL AMOUNT PAID		281,687.00

MARA NOMADS SAFARIS LIMITED



This is the Exhibit Marked.....ERT-2.....
in the Affidavit of EDGAR RUITO TARUS
Sworn / Declared before me this 06th
day of January 20 25
Commissioner of Oaths



REPUBLIC OF KENYA
IN THE SMALL CLAIMS COURT AT MILIMANI
SCCCOMM NO E17173 OF 2024

MARA NOMADS LTD..... CLAIMANT
VERSUS
DENNIS OHURU.....RESPONDENT

JUDGEMENT

I. Facts of the Case

1. The Claimant has sued the Respondent to recover a sum of USD 1,453.53 which a funds are alleged to have been collected from the Claimant's YouTube AdSense revenue between March,2024 and October 2024 which the Claimant alleges that the Respondent has withheld and failed to account plus interests and costs of the suit.
2. Briefly, the Claimant alleges that they hired the Respondent in October 2021 to provide freelance video editing services for its YouTube channel "The Mara Nomads" at an initial compensation of Kshs. 150 per minute of the edited content with an understanding that the Respondent was strictly an independent service provider. The Claimant alleges that they consistently met their financial up to September 2024 which was cumulatively 4 years. The Claimant alleges that in order to enhance quality of work flow, the Claimant decided to purchase a computer which the Respondent will utilize to produce higher quality videos. It is alleged that the Claimant elected to use revenues generated from its YouTube channel but in order to access the revenue the Claimant used the Respondent's AdSense account. The Claimant further pleads that the Claimant and the Respondent mutually agreed to use the Respondent's AdSense account to harness the income before the Claimant sets up its own account. It is further pleaded that the Respondent held

funds generated there own in trust for the Claimant until it is sufficient to purchase a laptop. It is alleged that the Respondent has retained a sum of Kshs. 1,453.53 USD accumulated from the month of March 2024 and October 2024. The Claimant now prays for judgment in the said sum plus costs and interests of the suit.

3. The Respondent filed a Response to the Statement of Claim dated 12.11.2024. The existence of the oral contract is admitted. The Respondent avers that on several occasions he sought a review and an increase of his terms of engagement with the Claimant but the review was forthcoming and that it is the Respondent who proposed monetization of the Claimant's YouTube account with an understanding that the collection from the account was a payment to the Respondent over and above what the Claimant was paying. He pleads that the Claimant actualized this agreement by connecting the Respondent's Ad Sense account to the Claimant's YouTube channel and the Respondent collected the revenue thereof until sometime in October 2024 when the Claimant without notice disconnected the Respondent's Ad Sense account. He prays that the claim be dismissed with costs.
4. Matter proceeded by documents only under Section 30 of the Small Claims Court Act. Parties filed submissions which the Court has considered.

II. Issues, the Law, Analysis and Determination

5. I set out the following issues for determination:
 - a) Whether the new documents filed by the Claimant upon taking directions on judgment can be admitted and be considered.
6. Directions on judgment dated was issued on 29.11.2024. Parties thereafter were to file submissions only. The Claimant proceeded to file additional documents after a

judgment dated has been taken without leave of the Court. Section 30 of the Act requires that subject to the consent of the parties a claim can be determined by documents only. My understanding of this section is that before parties agree to proceed by documents only, all documents have to be placed before the Court and parties considered them and determine whether the interests of their clients. It is on the basis of the documents availed that parties' contract to proceed under Section 30 of the Act. Consequently, any other documents produced after parties have agreed to proceed by documents only falls outside the contract entered by the parties and ought to be disregarded unless the said consent/contract requires their admission. Consequently, the Claimant's Supplementary List of Witnesses dated 5th December 2024, the Claimants Supplementary Witness Statement by Edgar Rutto dated 5th December 2024 and the Witness Statement by Esther Wambui dated 5th December 2024 are hereby struck out from the record.

b) Whether the Claimant has proved their case against the Respondent on a balance of probability.

7. The existence of the contract is not disputed. However, the point of departure is on the Ad Sense account. Whereas the Claimant insists that the proceeds from the channel to the Respondent's Ad Sense was to be held by the Respondent in trust for the Claimant, the Respondent insists that the proceeds were a payment over and above what he used to be paid for editing the videos as mutually agreed by the parties. The unfortunate effect of paragraph 6 above leaves the Claimant largely exposed. It leaves the Claimant to rely on the Statement of Claim only since they had not filed any other document at the time of consenting to proceed by documents only. I have summarized the claim in paragraph 2 of this judgment.
8. To counter the claim, the Respondent filed a Response to the Statement of Claim which I have summarized in paragraph 3 of this judgment. The Respondent also filed a Witness Statement and a bundle of documents dated 26.11.2024 which he

sought to rely on. He states that he wrote up a YouTube Monetization plan on March 5th 2024 and sent it to the Claimant. To him this YouTube monetization plan was to help the Claimant explore more revenue earning streams and as a result be better and able to pay him the new rates I had proposed to charge them. In the YouTube Monetization plan he states that suggested that the Claimant take advantage of the size of its YouTube channel and incorporate other avenues of YouTube monetization. He further pleads that after convincing its director Edgar that he was leaving a lot of money on the table by not monetizing the Claimant's YouTube Channel, even though it had attained the threshold for YouTube Monetization (1000 subscribers and 4000 hours of watch time) the Claimant agreed to monetizing the YouTube channel and letting him keep whatever the YouTube channel would make in Ad revenue as an increase in his compensation and he states that this was an oral agreement that happened around March of 2024. I did not get a chance to consider the witness statement of Edgah Ruto who seems to have been the person of interest with regards to the transactions herein. I have considered the statement of claim as it which has been badly bruised by the Respondent's account and the documentation herein. I am inclined to find it that the Claimant has failed to demonstrate that the amount accruing to the Respondent's ad sense account was to be held in trust for the Claimant but a payment to the Respondent as per the oral agreement. Having noted the major gaps noted in the Claimant's case it is fair to conclude that the Claimant cannot prove their case against the Respondent on a balance of probability. The Court dismisses the claim.

c) Who bears the costs of the suit?

9. The SCC Act provides that costs can be awarded to a successful party. I have been guided by the case of [Kenya Commercial Bank & another \[Suing as the Executor of the Estate of Simon Hongo Ominde \(Deceased\)\] v Muiruri t/a Leakeys Auctioneers & 6 others \[2023\] KEELC 21873 \(KLR\)](#) that costs follow events. In this matter the Respondent is awarded costs. I have considered Rule 37 of the Small Claims Court

Rules 2016 and schedule 2 which provide that fees recoverable shall not exceed 10% of the aggregate value of the subject matter together with disbursements on account of the fees specified in the Schedule and the time the matter has been in Court. I award Kshs. 20,000 as an all-inclusive cost of the suit.

III. Orders and Disposition

10. In the final analysis I find that the Claimant has not proved its case against the Respondent on a balance of probability and the suit is dismissed. The Respondents are awarded costs of the suit assessed at Kshs. 20,000. The right of appeal is 30 days and I have ordered for 30 days stay of execution.
11. Pursuant to Rule 23 (4) (b) and (5) of the Small Claims Court Rules this judgment is delivered to the parties by uploading it to the Judiciary CTS.

Judgment Dated, Signed and Delivered this 6th Day of January 2025



HON. J ASIAGO

RESIDENT MAGISTRATE / ADJUDICATOR

REPUBLIC OF KENYA