Memorandum of Small Claims Appeal on Printer Contract Construction Unsuccessful Source Position

Educational sample 394 | Mombasa

Educational reconstruction from a reported Kenyan decision. Newly drafted wording, not an original court filing or a matter handled by our team. Specimen identities are bracketed. Adapt to genuine facts, current law, jurisdiction and court directions before signing, swearing or filing.

Reconstructed formal document

REPUBLIC OF KENYA

IN THE HIGH COURT AT MOMBASA

APPEAL NO [reference]

[APPELLANT] v [RESPONDENT]

MEMORANDUM OF APPEAL

1. The appellant challenges the judgment in Small Claim [reference] dated [date]. This appeal is confined by section 38 of the Small Claims Court Act to matters of law. The appellant must identify genuine legal error on the admitted record, not seek a new trial of factual credibility.

2. The appellant contends that the adjudicator misconstrued the contractual requirement for monthly page counter information to be available for invoice payment. Identify the exact term and explain the alleged legal construction error without adding wording the parties did not agree.

3. The appellant contends that the legal burden and standard of proof were misapplied. Distinguish a reversal of the claimant legal burden from the ordinary evidential burden arising after a supported prima facie case.

4. The appellant challenges the legal character given to payment of particular invoices by cheque. Identify whether the actual judgment relied on an admission, evaluated payment as one evidential item, and credited it against the sum awarded.

5. The appellant alleges a legally material failure to evaluate the record only to the extent the claim is sustained by genuine pages. A complaint that an adjudicator reached a different factual view is not itself a matter of law; the source judgment did consider and exclude unsupported uplifting.

6. PRAYERS REQUESTED: allow the appeal only if legal error is established; make the lawful consequential order concerning the decree and security; and provide for costs. SOURCE LIMIT: these contentions failed. The High Court dismissed the appeal and ordered the secured sum and accrued interest released to the supplier.

DATED at [place] on [date]. Signed [party or advocate]. DRAWN AND FILED BY [name and address for service]. TO BE SERVED UPON [each affected person and address].

Use and evidence notes

Identify the exact lower-court judgment or ruling, operative decree, parties, concise grounds and requested disposition. Use the procedure for this particular appellate court: an ELRC appeal and a High Court or ELC first appeal are not Court of Appeal proceedings. Check limitation, any necessary leave or extension, record, fees, service and directions. Filing an appeal is not an automatic stay. Unsuccessful historical appeal. The current procedure and deadline must be checked; no automatic stay or unrestricted factual appeal is asserted.

Supporting material: [date]; [author or custodian]; [description]; [bundle page]; [authenticating witness]; [admission or permission]. Attach genuine records only. This public specimen contains no exhibits, signatures, personal identifiers or sworn declaration.

Source and procedural limits

A printer supplier claimed KES 471,397.69 for page-count charges, repair, late-payment charges and uplifting. The customer disputed counter documentation, repair liability and fees. The trial court excluded KES 17,400 uplifting and awarded KES 453,997.69. A later KES 77,436 cheque was credited, and a balance was secured during appeal.

The High Court dismissed the appeal. The contracts required counter information to be available, not a prescribed document format as a condition precedent. The customer own bundle supplied supporting readings. The operative order released KES 376,561 plus accrued deposit interest to the supplier and awarded appeal costs.

Section 38 of the Small Claims Court Act confines appeal to matters of law; the High Court did not rehear factual credibility. Distinguish repair due to proven misuse from ordinary maintenance, contractual penalties from invented fees, and trial proof from summary judgment on admissions. The source rounds the deposit balance to KES 376,561 despite decimal trial figures; reconcile the sealed decree and bank records.

[2026] KEHC 11259 (KLR) - 24 July 2026. Source decision: https://sheriahub.com/cases/ke/caselaw/mombasa-parents-club-ta-nyali-school-v-four-parts-solutions-ltd-2026-kehc-11259-klr

Reproduced primary text checked: https://sheriahub.com/cases/ke/caselaw/mombasa-parents-club-ta-nyali-school-v-four-parts-solutions-ltd-2026-kehc-11259-klr

The original decision may identify participants. The specimen brackets identifying details. A source judgment does not prove this reconstruction was filed, an allegation succeeded, a later order remains unchanged or the same result will follow in another case.