Small Claims Appeal Grounds on Completion Reasons and the Legal Burden

Educational sample 419 | Kisumu

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 KISUMU

SMALL CLAIMS CIVIL APPEAL NO [reference]

[CONTRACTOR APPELLANT] v [CLIENT RESPONDENT]

MEMORANDUM OF APPEAL

1. The appellant challenges the judgment dismissing [Kisumu Small Claims case] delivered on [date]. This appeal is brought under section 38 of the Small Claims Court Act on matters of law. It does not seek a fresh trial merely because another fact-finder could prefer the contractor account.

2. GROUND 1: the adjudicator allegedly applied the wrong legal or evidential burden when assessing whether the final instalment had matured. The ground identifies the precise alleged error and its effect on the result at [judgment and record pages].

3. GROUND 2: the reasons allegedly treated the earlier incomplete-work letter as if no later completion evidence existed, overlooking the subsequent final-payment request and oral testimony. The appellant must show that the omission removed the legal or evidential foundation of the conclusion.

4. GROUND 3: the finding is alleged to lack evidential support or be legally perverse for [specific reason]. The ground addresses the supervisor contrary evidence and the actual photograph limits, rather than concealing the direct factual dispute.

5. GROUND 4: failure to address [specific legal submission] allegedly caused a material legal error. Submissions are not evidence of completion, and the absence of a paragraph repeating every argument is not itself a sufficient ground.

6. RELIEF: allow the sustainable law grounds and set aside or remit the identified decision as permitted, with appropriate costs. The source appeal failed despite deficient trial reasons because sufficient contrary evidence remained. The undetermined counterclaim is not treated as allowed without a proper cross-appeal.

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 source appeal. Section 38 legal limits must be addressed in substance, not by relabelling factual disagreement.

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

An oral hospital renovation agreement had a KES 250,000 price, with KES 225,000 paid and KES 25,000 retained. The contractor alleged completion. The client said a store/shelving item remained unfinished and counterclaimed KES 50,000. The quotation, earlier advance request, later final demand, photograph and direct supervisor evidence did not conclusively agree on scope or completion.

Kisumu High Court upheld dismissal of the contractor claim under the Small Claims law-only appellate limit. It identified defective trial reasons but found a reasonably supported factual conclusion remained. The undetermined counterclaim was not awarded without a cross-appeal. Trial costs stood; each party bore own appeal costs.

Small Claims Act section 38 permits appeal on matters of law, not a retrial of competing factual inferences. The judgment did not invalidate oral renovation contracts or require a completion certificate never agreed. Distinguish proof of the due milestone from arithmetic, an internal budget from accepted scope, and a later demand from client acceptance.

[2026] KEHC 12404 (KLR) - 24 July 2026. Source decision: https://sheriahub.com/cases/ke/caselaw/simwa-v-board-management-family-health-care-hospital-2026-kehc-12404-klr

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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.