Kamau carries on the business of sugar distribution in Kenya. By an agreement made between him and So sweet sugar Factory, on 12th March 2017 , he agreed to purchase from the factory 10,000,000 kgs of sugar packed in 1000kg and 500 kg bags at the price of Kshs. 319,000,000/=. Kamau paid half of the purchase price. In pursuance of the said agreement So Sweet supplied Kamau with a total of 2,103,000kgs of sugar at the cost of Kshs. 67,967,750/=. Subsequently and by a letter dated 13th April 2017 So Sweet, informed Kamau that the Minister of Agriculture had revised the price of Sugar from state owned millers upwards and therefore Kamau was supposed to top up some amount to meet the new price. Kamau visited So Sweet warehouses severally and sought to access the remaining consignment but was denied access to it. Two weeks letter So Sweet repudiated the contract and refunded balance of the price to Kamau. As a result of this Kamau has suffered loss in his business and has since shut down his distribution network. He has sued So Sweet for breach of contract. The matter has come to you to advice So Sweet Sugar Factory. During the meeting the following facts are presented in court 1. That Kamau had been purchasing Sugar from So Sweet for ten years. 2. That Kamau would pay half of the purchase price at the time of making the order and the final payment would be done after collection of the last consignment. 3. That once an order had been made So Sweet would store the order amount in a warehouse on their premises and Kamau would pay a monthly charge for the warehouse until he finished collecting the sugar Prepare a well-reasoned Advisory Statement