THE REPUBLIC OF UGANDA

IN THE COURT OF APPEAL OF UGANDA AT KAMPALA

(Geoffrey Kiryabwire, Monica Mugenyi;JJA and Remmy Kasule, Ag, JA)

CIVIL APPEAL NO. 53 OF 2013

(Arising from Civil Suit No. 279 of 2008)

ELIZABETH NABATANZI LUGUDDE KATWE:::::::APELLANT

VERSUS

ATTORNEY GENERAL::::::::::::::::::::::::::::::::::::RESPONDENT

(Appeal from the Judgment of Lady Justice Elizabeth Musoke in High Court Civil Suit No. 0279 of 2008 at Kampala, dated* 19th June,*2012)

JUDGMENT OF JUSTICE REMMY KASULE

The Appellant appealed to this Court against the Judgment of Elizabeth Musoke, J of the High Court at Kampala (as she then was) dated 19th June, 2012 whereby Civil Suit No. 279 of 2008, was decided in the Respondent's favour against the Appellant.

Background:

The Appellant was appointed as a Special Presidential Assistant by an appointment letter dated 19th January, 2006. On 27th January, the Appellant accepted the appointment. On 16th April, 2007, an

agreement was signed by the Appellant and the Permanent Secretary of the Ministry of Public Service on behalf of the Government of Uganda in respect of the appointment. The contract was for a period of 24 months. On the 3rd May, 2008, the President of Uganda wrote to the head of Public Service instructing not to renew the contract of the Appellant. On 28th May, 2008, the Appellant was forcefully evicted from her office on the ground that she was no longer in employment. The Appellant then instituted the suit in the High Court against the Attorney General.

The learned trial Judge who heard the suit agreed with and found for the Respondent by dismissing the suit.

The Appellant not being satisfied with the Judgment lodged this appeal.

Grounds of Appeal:

"1. The learned trial Judge erred in law and fact when she ignored and did not consider the Appellant's evidence on record and made a finding that the Appellant's contract of service had expired.

2. The learned trial Judge erred in law and fact when she failed to properly interpret the relationship between the Appellant and the Defendant's agents as at the 29th day of May,2008.

3. The learned trial Judge erred in law and in fact when she held that the fact that Plaintiff testified that she was still receiving salary between January 2007 and April 2007 meant that her

contract had never been cancelled but ignored the fact that even during the period of 19th/1/2008-29th/5/2008 the time when the contract is alleged to have expired the Plaintiff still received her salary.

4. The learned trial Judge erred in law and in fact when she held that the contract of service expired on the 19th January 2008 yet she states that the said contract of service expired when the Plaintiff was notified that the contract would not be renewed which was the 16th May 2008.

5. The learned trial Judge erred in law and fact when she failed to appreciate the fact that if the contract of service had expired by 19th January, 2008, there would be no need to cite "Indiscipline" in a letter dated the 3rd May 2008.

6. The learned trial Judge erred in law and fact when she down played the Plaintiff's right to reply thereby ignoring Counsel's submissions in rejoinder".

Legal Representation:

At the hearing of this appeal, learned Counsel Bwambale David represented the Appellant. The Appellant was also present in person. However there was no Counsel representing the Respondent.

The Court ordered for the hearing to proceed since the Respondent had been served with the hearing date of 31st March, 2021. Appellant's Counsel prayed Court to render Judgment on the basis

of submissions of the parties to the suit already on record. The Court so agreed.

Submissions of Appellant's Counsel:

In his written submissions, learned Counsel argued grounds 1,2,3 and 4 together, then 5 and 6 separately.

Grounds 1,2,3 and 4:

The gist of the Appellant's complaint in these grounds is that the trial Judge erred when she found that the contract of the Appellant had expired.

Learned Counsel for the Appellant submitted that the Appellant started working with State House on the 3rd December, 2005, even though she received her appointment letter on the 19th January, 2006 and she accepted the same on the 27th January, 2006. The Appellant also signed the Local Agreement contract of employment on the 16th April, 2007 with the Government of Uganda. This amounted to a fresh appointment, to run for 24 months with an expiry date of 4th April, 2009.

Learned Counsel for the Appellant argued that by the time the Appellant was evicted from office on the 28th May, 2008, her employment local agreement had run for only 13 months. Therefore Counsel invited this Court to re-evaluate the evidence and come to the same conclusion.

Appellant's Counsel contended that the appointment letter dated 19th January, 2006 was different from the Local agreement dated 16th

April, 2007, as it came in much later with specification of when the contract was to begin and when it was to end. Counsel thus faulted the learned trial Judge for having found that the Appellant's contract had expired.

Learned Counsel invited Court to apply the **"Contra Profetem Rule"** which provides that ***"If there is any doubt about the meaning or scope the ambiguity should be resolved against the party seeking to rely on the exclusion clause. It is the other party who is given the benefit of the doubt".***

Counsel thus submitted that since there was an element of ambiguity on the timing between the two documents from the Government giving different dates as to when the Appellant's employment contract was to expire, then the Appellant should be given the benefit under the stated Rule, by this Court holding that the Appellant's contract was to expire on 16th April, 2009.

Counsel faulted the learned trial Judge for having held that ***"the Plaintiff's contract was a fixed contract which was set to expire after a specified period"***

Learned Counsel submitted that the conclusion of the learned trial Judge was not based on any evidence. The learned Trial Judge instead implied terms in the Local Agreement when the same was very clear, and stood on its own without using extraneous factors to add to the terms therein stated.

Counsel relied on ***Section 91 of the Evidence Act*** that bars addition of extraneous evidence to a contract where the terms of that contract

have been reduced to a document. Learned Counsel relied on **Phipson On Evidence (14th Edition), Page 1019 Paragraph 37-12: *"that when the parties have deliberately put their agreement into writing, it is conclusively presumed between themselves and their privies that they intend the writing to form a full and final settlement of their intentions, and one which should be placed beyond the reach of future controversy, bad faith or treacherous memory"***.

He submitted that when the language used in a document and the terms are clear and unambiguous, the duty of the Court is to give effect to the meaning of the words used in the document.

Counsel argued that parties are bound by what they agree upon in writing, and therefore the same should be protected from unwarranted disputes and alterations. He therefore faulted the learned trial Judge for having stated that the local agreement was part and parcel of the earlier agreement, yet this was not stated anywhere in the Local Agreement. Furthermore, the acceptance dates were different in the two agreements.

Learned Counsel further faulted the learned trial Judge for finding that there was no evidence that the Appellant's contract had been cancelled. Counsel referred Court to page 92 of the record of appeal where the Appellant stated that her first contract was cancelled by PPS, and as such she was sent back to Luweero District where she had come from.

Counsel also referred Court to the testimony of Mr. Adome Charles (Dw2), that *"he received instructions on 19th May, 2008 from my boss to ensure that the Plaintiff hands over the office"*, and submitted that this clearly demonstrated that the Appellant had been chased/dismissed/terminated from her job during the subsistence of her contract.

In regard to salary, learned Counsel submitted that the Appellant continued getting salary up to January 2009, and as such if the Appellant's contract had expired in January 2008, then she would not have received salary up to January 2009. This salary was not counter claimed by the Respondent, because the Respondent knew that Appellant's contract signed in 2007 was still on. Counsel argued that the Respondent would not continue paying salary to the Appellant up to the month of May 2008, if her contract had expired on 26th January, 2008. Therefore Counsel contended that the Appellant's contract was unlawfully terminated.

Learned Counsel argued that the statement from Amelia Kyambadde (Dw1) that they in the office of the President were still waiting for confirmation of the Appellant's appointment from the appointing authority was an afterthought as the confirmation was not necessary when there was a running employment contract of the Appellant. He contended that the learned trial Judge in her Judgment held that the said Amelia Kyambadde who is stated to have cancelled the first contract was not the appointing authority(President) and was also not the service authority (Public Service). Counsel thus faulted the

learned trial Judge for having held that the contract was not cancelled.

In conclusion, Appellant's Counsel submitted that the evidence established that the Appellant was still an employee of Government at the time of her being forced out of office, and as such grounds 1,2,3 and 4 had to be allowed.

Ground 5:

In regard to ground 5, Appellant's Counsel referred Court to the letter dated 3rd May, 2008, which implied that there was a running contract between the Government of Uganda and the Appellant, and as such the same corroborates all the other evidence concerning the Appellant's employment.

Counsel referred to the same letter where it is stated: ***"I have heard so many cases of indiscipline in respect of Nabatanzi Lugudde, and I have, therefore, decided not to renew her contract".***

He submitted that the above wording presupposes the fact that the contract between the Appellant and the Respondent's agent was still running by the 3rd May, 2008, otherwise there would absolutely be no reason for the President to write to someone about a contract which had expired.

Counsel prayed ground 5 to be allowed.

Ground 6:

Learned Counsel for the Appellant, in respect of ground 6, faulted the learned trial Judge for having disregarded the Appellant's reply to the

allegations of the Respondent; yet the law warrants the Appellant to make a reply to issues raised by the Respondent.

Therefore, Counsel submitted that the Respondent's actions towards the Appellant amounted to a breach of her contract of employment. He prayed this Court to allow ground 6 and the whole appeal since all the grounds had merit.

Submissions of the Respondent's Counsel:

In his written submissions, learned Counsel for the Respondent argued grounds 1 and 2 concurrently, then submitted on grounds 3, 4 and 5 respectively. He did not submit on ground 6.

Grounds 1 and 2:

In regard to grounds 1 and 2, learned Counsel for the Respondent submitted that the learned trial Judge properly interpreted the relationship between the Appellant and the Respondent's agents, having found that the Appellant's contract had expired by the time the Appellant received notification of non-renewal of the same on 3rd May 2008. Therefore, by the 29th May, 2008, there was no longer a contractual relationship existing between the Respondent's agent and the Appellant.

Grounds 1 and 2 therefore had no merit and had to be dismissed, learned Counsel so submitted.

Grounds 3:

The Respondent's learned Counsel submitted that the Appellant started work as a Special Presidential Assistant on 3rd December

2005. However, she received her appointment letter on 19th January 2006, and accepted the same on 27th January 2006, to last for 24 months. Therefore the Appellant's appointment was cancelled, when she was instructed to leave office by a one Amelia Kyambadde, the then Principal Private Secretary to the President. However, she received a new appointment on the 16th April, 2007.

Respondent's Counsel therefore contended that the Appellant's contract was meant to run for 24 months which automatically came to an end by the 19th January, 2008. There was no evidence of cancellation of the said contract by Amelia Kyambadde

On the assertion that payment of the Appellant's salary continued, Counsel for the Respondent submitted that Public Service was bound to pay the Appellant pending communication from the appointing authority regarding the renewal of her contract. He contended that the relationship that existed therein between the parties fell short of the legal requirement of a valid contract as per **Section 10(1) of the Contracts Act 2010**. Counsel referred this Court to a persuasive High Court authority of **Greenboat Entertainment Ltd Vs City Council of Kampala: Civil Suit No.0580 of 2003,** where it was held that;

"In law, when we talk of a contract, we mean an agreement enforceable at law. For a contract, intention to contract, consensus ad idem, Valuable consideration, legality of purpose, and sufficient certainty of terms, if in a given transaction any

of them is missing, it could as well be called something else other than a contract".

In conclusion, Respondent's Counsel submitted that the essentials of a valid contract were lacking and thus there was no breach of contract. Counsel prayed for dismissal of ground 3.

Grounds 4 and 5:

Counsel for the Respondent reiterated his submissions in respect of ground 3 as also applying to ground 4 and 5. The evidence at trial established that there were no essential elements for creation of a valid contract.

Learned Counsel therefore prayed this Court to dismiss grounds 4 and 5 and the whole appeal with costs.

Decision of the Court:

I have carefully reviewed the written submissions of both Counsel and also the trial proceedings and Judgment of the trial Court.

I reiterate the duty of this court as the first appellate Court set out in **Rule 30 (1) of the Court of Appeal Rules**. It is the duty of the first appellate Court to rehear the case on appeal by reconsidering all the materials which were before the trial Court and make up its own mind about the same. Failure to do so amounts to an error of law. See: **Banco Arabe Espanol v Bank of Uganda: Civil Appeal No. 8 of 1998 (SCU).**

I shall now proceed to resolve the grounds of this appeal on the basis of the above stated duty.

Ground 1:

The learned trial Judge erred in law and fact when she ignored and did not consider the Appellant's evidence on record and made a finding that the Appellant's contract of service had expired.

I have carefully studied the Judgment of the learned trial Judge, the trial Court proceedings and considered all the submissions of both Counsel as relate to this ground.

The gist of the Appellant's case is that the Appellant's contract of 24 months employment, commenced on 16th April 2007, the day she signed a Local Government Agreement and it ought to have expired on 16th April 2009.

This was notwithstanding the fact that the Appellant had been appointed on 19th January 2006 and started receiving her salary from that day of her appointment. Furthermore, it is also the Appellant's case that the alleged forceful eviction from her office by the servants of the Respondent was in breach of her still running employment contract.

I find that the evidence on record clearly established that for all intents and purposes, the Local Agreement Contract signed by the Appellant and the Government on the 16th April, 2007 sought to give effect to the appointment letter dated 19th January 2006.

This was well within the knowledge of both parties to the contract. The evidence of this was that in the Appellant's application letter for

renewal of her contract dated 18th September 2007, the Appellant stated:

"I wish to renew for another term of service as my two-year contract appointment of Special Presidential Assistant/Special Duties is due to expire on 19th January 2008".

The evidence adduced also shows that although the Appellant had commenced work of Special Presidential Assistant/Special Duties on 3rd December 2005 as per her testimony, the Respondent never made any payment to the Appellant for any day before the appointment letter was issued and such a payment was never claimed by the Appellant. The evidence also shows that the Appellant never rejected any payment credited on her account by the Respondent before the commencement of her alleged actual contract date of 16th April 2007. I find that the evidence on record points to the fact that the Local Agreement Contract signed on the 16th April 2007 arose and was an implementation of the employment contract that started with the appointment letter of 19th January 2006.

I therefore agree with the learned trial Judge's finding on page 113, paragraph 15 of the record of appeal where she held that;

"On the 18th September 2007, the Plaintiff applied for renewal of her contract which she stated was due to expire on19th January 2008. This was done after signing the local agreement. It can thus be deducted that the intention of both parties was that the local agreement signed on 13th and 16th April 2007,

respectively, was intended to be part and parcel of the appointment letter of 19th January 2006".

On the expiry of the Appellant's contract, **Section 65(1) (b)** of the **Employment Act 6 of 2006** applied to the situation. The Section provides that termination shall be deemed to take place:

"Where the contract of service, being a contract for a fixed term or task, ends with the expiry of the specified term or the completion of the specified task and is not renewed within a period of one week from the date of the expiry on the same terms or terms not less favourable to the employee";

In the persuasive case of **Green Boat Entertainment Ltd Vs City Council of Kampala, HCCS 0580/2003,** it was held that a contract is automatically terminated upon expiry of the contract period.

The evidence on record was that the Appellant's contract was meant to run for a period of 24 months, thus to automatically come to an end as of 19th January 2008 having commenced on the appointment date of 19th January 2006.

It is also on record that the Appellant applied for the renewal of her contract in her letter dated 18th September 2007. The Appellant herself stated in that letter that her contract, in respect of which she was seeking renewal, was due to expire on 19th January, 2008. This application for renewal was never successful as evidenced by the letter in response dated May 3, 2008 to the Head of Public Service and Secretary of Cabinet. Unfortunately by that time when the non-

Act, for a contract to exist, an agreement has to be made with the free consent of the parties with capacity to contract, for a lawful consideration and with a lawful object, with the intention to be legally bound. In the persuasive decision of **Green Boat Entertainment Ltd vs. City Council of Kampala HCCS No. 0580 of 2003,** the essential elements of a valid contract were stated thus:

"In law, when we talk of a contract, we mean an agreement enforceable at law. For a contract, intention to contract, consensus ad idem, Valuable consideration, legality of purpose, and sufficient certainty of terms, if in a given transaction any of them is missing, it could as well be called something else other than a contract".

From the foregoing, it is my considered view that having found that the Appellant's contract of service had expired on the 19th January 2008 but the Appellant continued to receive a salary between the periods of 19th January,2008 and 29th May 2008, that fact alone cannot be construed to mean that her contract with the Respondent had not automatically come to an end. This is because payment of a salary per se is not proof of existence of a valid contract in terms of ***Section 10(1) of the Contracts Act (Supra).***

I therefore, find that the learned trial Judge arrived at the right conclusion when she found that although the Appellant continued to receive her salary between 19th January 2008 and 29th April 2007, that did not mean that her contract of employment had not come to an end.

Accordingly ground 3 fails.

Ground 4:

The learned trial Judge erred in law and fact when she held that the contract of service expired on the 19th January 2008 yet she states that the said contract of service expired when the Plaintiff was notified that the contract would not be renewed which was on the 16th May 2008.

I have carefully reviewed the Judgment of the learned trial Judge and also appraised the evidence on record and it is my considered view that all that the learned trial Judge in her Judgment stated was that the Appellant's contract of service expired and that the Appellant was so notified. The learned trial Judge therefore did not erred in law and fact when she found and held that the Appellant's contract of service expired on 19th January 2008. In the circumstances ground four fails.

Ground 5:

The learned trial Judge erred in law and fact when she failed to appreciate the fact that if the contract of service had expired by 19th January 2008, there would be no need to cite "Indiscipline" in a letter dated 3rd May 2008.

I find that the learned trial Judge properly appreciated the law and fact when she cited "Indiscipline" in a letter dated 3rd May 2008. The learned trial Judge in her Judgment held that;

".....in as far as the contract of employment between the Plaintiff and the Defendant had expired at the time the

President's letter citing indiscipline of the Plaintiff was written on the 3rd May, 2008. Since the contract was allowed to expire, before action was taken, there was no breach of any kind since as there was no contract to breach". See: page 115 lines 15-20 of the record.

From the foregoing, one can clearly deduce that the learned Trial Judge's intention and purpose for referring to the President's letter dated 3rd May 2008, was to point out the fact that the Appellant had no cause to complain basing on the said employment contract, since, to the knowledge of the Appellant, the said contract had automatically expired.

I find therefore that ground 5 has no merit and the same is also dismissed.

Ground 6:

The learned trial Judge erred in law and fact when she down played the Plaintiff's right to reply there by ignoring Counsel's submissions in rejoinder.

Order 6 Rule 6 of the Civil Procedure Rules, provides that the Defendant or Plaintiff, as the case may be, shall raise by his or her pleading all matters which show the action. Then **Rule 7** prevents parties from departing from their pleadings.

The then Court of Appeal for East Africa held in **G.P Jani Properties Ltd Vs Dar-es-Salam City Council (1966) EA, 281** that parties are at all times bound by their pleadings and cannot be permitted to

depart from what they have pleaded unless they successfully apply for amendment as required by law.

What transpired in the Appellant's case is that in paragraph 4(i) of the plaint, it was pleaded for the Plaintiff, now Appellant that:

"As a result of the conduct of the Defendant's servants of which the Defendant is vicariously liable, the Plaintiff has lost her earnings, housing allowance, transport, medical, security allowance worth 1 billion, suffered damage, anguish which resulted into mental torture and illness".

No particulars at all of the stated items as well as the amount of money claimed under each item was pleaded in the plaint. It was also not pleaded as to how the total sum comes to be shs. 1 billion.

The Defendant in paragraph 11 of the written statement of defence pleaded denying the above Plaintiffs claim contending that at the expiry of the contract of employment, the Plaintiff ceased to be entitled to any of those benefits.

I her testimony to Court at trial, the Appellant (Pw1) gave scanty and at times contradictory evidence as regards the claim for her benefits. She provided no calculation of any amount of any benefit claimed and the basis for that calculation. She just casually stated that she was entitled to travel expenses and transport, without explaining the difference between the two. She claimed she was promised a car by the employer but that she did not get one. But then, in apparent self-contradiction, she claimed to have had a vehicle during her contract

renewal of the contract response was communicated, the contract had already expired.

I therefore agree with the learned trial Judge's findings that the Appellant's contract of service had expired and that the learned trial Judge properly considered the Appellant's evidence on record.

In the circumstances I disallow ground 1 of the appeal.

Ground 2:

The learned trial Judge erred in law and fact when she failed to properly interpret the relationship between the Appellant and the Defendant's agents as at 29th May, 2008.

It is the law that once an Employment contract of service is executed between parties in accordance with **Section 10(1) of the Contract Act**, the employer–employee relationship arises. This relationship comes with duties and obligations upon the parties to the employment contract. **Sections 40 and 41 of the Employment Act** respectively place a duty upon the employer to provide work to the employee and the employee is entitled to be paid salary/wages for the work. The employee has a duty to obey lawful orders, duty of Co-operation, proper conduct and the duty of skill and care. See also: **Lister v Romford Ice and Cold Storage Co Ltd [1957] AC 555.**
The duties and obligations that arise under the Employee–Employer relationship between parties ceases to exist upon the expiry or lawful termination of the contract of employment that obtains between the employer and employee. Consequently, the Appellant's employment

contract having expired as of the 19th January 2008, the relationship of employer/employee that existed between the Appellant and the Respondent ceased to exist as from that date. What remained was something else other than an Employee–Employer relationship.

I therefore agree with the finding of the learned trial Judge that the nature of the relationship was not that of employer-employee as of 29th May, 2008 between the Appellant and the Respondent. I find that the learned trial Judge properly interpreted the facts and properly applied the law in coming to the conclusion that the relationship of employee-employer no longer existed between the Appellant and the Respondents. In the circumstances ground 2 also fails.

Ground 3:

The learned trial Judge erred in law and fact when she held that the fact that Plaintiff testified that she was still receiving salary between January 2007 and April 2007 meant that her contract had never been cancelled but ignored the fact that even during the period of 19/1/2008-29/5/2008 the time when the contract is alleged to have expired the Plaintiff still received her salary.

The question of the existence of a contract is a question of law. **Section 2 of the Contract Act,** defines a contract as an agreement enforceable by law made with free consent of the parties with capacity to contract, for a lawful consideration and with a lawful object, with the intention to be legally bound. Under, **Section 10(1)** of the same

from 2006 and July 2007 until when she was directed to return the said car to **TEST AFRICA.** The Attorney General paid money to **Test Africa** for the period the Appellant had use of the said vehicle.

The Appellant, while claiming being entitled to medical, gratuity, leave and housing benefits, she merely and casually testified that she got some, but she did not get others. She availed no particulars of those she got, and how much of each, and those she did not get, and how much of each, she was now claiming.

The Appellant having failed to plead and testify for the same, as Plaintiff at trial, learned Counsel for the Plaintiff at trial, purported to bring up information from the Bar, by way of submissions in rejoinder, in respect of and so as to bolster the claim of the Plaintiff for these benefits. The learned Trial Judge refused this by holding:

"Counsel just mentioned the alleged entitlements in the Plaintiff's submissions, the details of what was alleged to be due and the basis, were not canvassed in the submissions. Attempts were made to address some of these anomalies of rejoinder but this was not the right place to do so". (Page 116 lines 9-15 of the Record).

I find that the learned Trial Judge was right to hold as she did. In the circumstances ground 6 of this appeal also fails. All the grounds of appeal having failed, the appeal stands dismissed.

Since the Respondent and Counsel for Respondent were absent, though duly served with the hearing date, no order is made as to

costs of the appeal. The order as to costs in the Court below remains undisturbed.

It is so ordered.

Dated at Kampala this...19th.....day of...July.....2021.

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Remmy Kasule,

Ag, Justice of Appeal

THE REPUBLIC OF UGANDA

IN THE COURT OF APPEAL OF UGANDA AT KAMPALA

CIVIL APPEAL NO. 53 OF 2013

ELIZABETH NABATANZI LUGUDDE KATWE ========== APPELLANT

VERSUS

ATTORNEY GENERAL ========== RESPONDENT

(An appeal from the decision of the High Court of Uganda at Kampala before Elizabeth Musoke, J. (as she then was) dated the 19th day of June, 2012 in Civil Suit No.279 of 2008)

CORAM: HON. MR. JUSTICE GEOFFREY KIRYABWIRE, J.A.

HON. LADY JUSTICE MONICA MUGENYI, J.A.

HON. MR. JUSTICE REMMY KASULE, Ag. J.A.

JUDGMENT OF HON. MR. JUSTICE GEOFFREY KIRYABWIRE, JA

I have had the opportunity of reading the draft Judgment of the Hon. Mr. Justice Remmy Kasule, Ag. J.A.

I agree with his Judgment and I have nothing to add. Since the Hon. Lady Justice Monica Mugenyi, J.A. also agrees, we hereby order that:-

1. The Appeal is dismissed.
2. No order is made as to the costs of this Appeal. However, the order as to costs in the court below remains undisturbed.

It is so ordered.

Dated at **Kampala** this ..... 19th ..... day of ..... July .....2021.

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HON. MR. JUSTICE GEOFFREY KIRYABWIRE
JUSTICE OF APPEAL

THE REPUBLIC OF UGANDA

THE COURT OF APPEAL OF UGANDA
AT KAMPALA

CORAM: KIRYABWIRE AND MUGENYI, JJA AND KASULE, AG. JA

CIVIL APPEAL NO. 53 OF 2013

BETWEEN

ELIZABETH NABATANZI LUGUDDE KATWE ..... APPELLANT

AND

ATTORNEY GENERAL ..... RESPONDENT

(Appeal from the Judgment of the High Court of Uganda at Kampala (Musoke, J) in Civil Suit No. 279 of 2008)

JUDGMENT OF MONICA K. MUGENYI, JA

I have had the benefit of reading in draft the lead Judgment of Hon. Justice Remmy Kasule, Ag. JA in this Appeal. I agree with the decision arrived at and the orders therein, and have nothing useful to add.

Dated and delivered at Kampala this ..19th.. day of ..July....., 2021.

Hon. Lady Justice Monica K. Mugenyi

JUSTICE OF APPEAL