

**THE REPUBLIC OF UGANDA  
IN THE COURT OF APPEAL OF UGANDA AT KAMPALA  
CIVIL APPEAL NO. 0114 OF 2018**

**LUBWAMA FRED:::APPELLANT**

**VERSUS**

**ATTORNEY GENERAL:::RESPONDENT**

*(Appeal from the decision of the High Court of Uganda at Kampala (Commercial Division)  
before Anna B. Mugenyi, J. dated 2<sup>nd</sup> November, 2017 in Civil Suit No. 11 of 2013)*

**CORAM: HON. LADY JUSTICE ELIZABETH MUSOKE, JA  
HON. LADY JUSTICE CATHERINE BAMUGEMEREIRE, JA  
HON. MR. JUSTICE STEPHEN MUSOTA, JA**

**JUDGMENT OF ELIZABETH MUSOKE, JA**

This appeal is from the decision of the High Court (Anne B. Mugenyi, J.) dismissing a suit filed by the appellant against the respondent.

**Background**

In 1990, the appellant owned a commercial passenger bus which operated on the Kampala – Gulu Highway. On 3<sup>rd</sup> May, 1990, while plying the route, the bus was attacked and damaged by rebels who were then occupying parts of Gulu District. Following the attack, on 14<sup>th</sup> March, 1991, the appellant contacted the Government requesting for compensation for the loss of his bus. After several engagements, Cabinet represented that it would pay compensation to certain persons, including the appellant, whose property had been destroyed by rebels. The appellant claimed that Government, in October, 2005, communicated to him that the total amount of compensation he would be paid would be Ug. Shs. 211, 320,000/= payable in instalments from time to time. Between 18<sup>th</sup> November, 2006 and 20<sup>th</sup> March, 2009, the appellant was paid several instalments totaling Ug. Shs. 80,000,000/=. No further payments were made, prompting the appellant to follow up with a view to obtaining the outstanding payment of Ug. Shs. 131,320,000/=. However, he was unsuccessful in obtaining further payments.

Subsequently, Government, through the Solicitor General, in a letter dated 8<sup>th</sup> May, 2012, communicated to the appellant that the payment of Ug. Shs. 80,000,000/= made to him was full and final and that he would receive no further payment. The appellant was aggrieved and instituted the suit in the trial Court for the balance of Ug. Shs. 131,320,000/= with interest, as well as for general damages and costs of the suit.

The respondent filed a Written Statement of Defence to oppose the appellant's suit. He raised a preliminary objection that the appellant's suit was time barred. The respondent also contended that the amount of Ug. Shs. 80,000,000/= paid to the appellant was a full ex-gratia payment and he was not entitled to further payment. The respondent prayed for dismissal of the appellant's suit with costs.

The learned trial Judge, in her judgment, considered that the appellant's cause of action arose in 1990, when rebels attacked and damaged his bus which was 23 years before he filed his suit in 2013. She therefore concluded that the appellant's suit was time barred. The learned trial Judge also found that all payments by Government as compensation for the appellant's damaged bus were ex-gratia payments, meaning that the appellant was entitled to the Ug. Shs. 80,000,000/= he received and nothing more. She therefore dismissed the appellant's suit but ordered each party to bear its own costs.

The appellant, being aggrieved with the decision of the learned trial Judge, appealed to this Court on the following grounds:

- "1. The learned trial Judge erred in law and fact when she held the appellant's claim against the respondent for recovery of the balance of Shs. 131,320,000/= (One Hundred Thirty-One Million, Three Hundred Twenty Thousand Shillings Only) from the approved scheme of compensation of Shs. 211,320,000/= (Two Hundred Eleven Million, Three Hundred and Twenty Thousand Shillings Only) by Ministry of Internal Affairs was barred by limitation.**
- 2. The learned Judge erred in law and fact when she held without proof from the Solicitor General that Shs. 80,000,000/= (Eighty Million Shillings Only) paid to the appellant was "ex-gratia**



payment in final settlement of his claim against the Government of Uganda thereby coming to a wrong conclusion.

3. The learned trial Judge erred in law and fact when she failed to consider that the act of the Solicitor General to pay the appellant Shs. 80,000,000/= (Eighty Million Shillings was contrary to Cabinet decision to pay him a sum of Shs. 211,320,000/= (Two Hundred Eleven Million, Three Hundred and Twenty Thousand Shillings Only) already approved.
4. The learned trial Judge erred in law and fact when she failed to consider that the Solicitor General was strictly under duty to pay the appellant the valued and approved amount of Shs. 211,320,000/= (Two Hundred Eleven Million, Three Hundred and Twenty Thousand Shillings Only) by the Cabinet rather than compromising it to Shs. 80,000,000 (Eighty Million Shillings only) without any lawful justification and giving the appellant notice prior to effecting payment of the 1<sup>st</sup> instalment.
5. The learned trial Judge erred in law and fact when she failed to properly evaluate the evidence on the record adduced by the appellant at the trial thereby coming to a wrong decision."

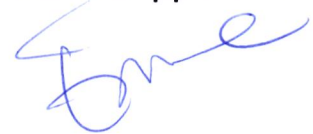
The appellant prayed that this Court finds merit in the above grounds, allows his appeal and orders Government to pay him the unpaid balance on the compensation of Ug. Shs. 131,230,000/= with interest. The appellant also prayed for general damages and costs, both of the appeal and in the Court below.

The respondent opposed the appeal.

### **Representation**

At the hearing of the appeal, Mr. Dennis Nsereko, learned counsel, appeared for the appellant. Mr. Odiambo Bichachi, learned counsel, appeared for the respondent.

The parties, with leave of the Court, filed written submissions in support of their respective cases.



## **Appellant's submissions**

Counsel argued ground 1 independently, followed by ground 2 independently, then grounds 3 and 4 jointly, and lastly ground 5 independently.

### **Ground 1**

Counsel submitted that the learned trial Judge erred when she found that the appellant's suit was time barred for having been commenced after the relevant limitation period had expired. He contended that the learned trial Judge's findings were based on a misconception that the appellant's cause of action arose in 1990 after his bus was damaged by rebels which was not the case. Counsel pointed out that appellant, following the damage to his bus, engaged government in the period between 1990 to 1995 for compensation for the loss of his bus. He further pointed out that Government only approved payment of compensation in 2005, which was to be paid in instalments, with the first payment made between 2006 and 2009. Counsel cited the case of **Kalungi and 61 Others vs. Attorney General and Another, High Court Civil Suit No. 63 of 2008 (unreported)** where Madrama, J. (as he then was) held to the effect that ongoing dialogue regarding compensation suspends the limitation period.

Furthermore, counsel contended that it was in 2012, after Government communicated that no further payments would be made as compensation that his cause of action based on failure by Government to pay the entire compensation amount promised that the appellant's cause of action arose. Thus, to counsel, the appellant's suit which was filed after one year in 2013, was not time barred.

Counsel prayed that ground 1 succeeds.

### **Ground 2**

Counsel faulted the learned trial Judge's finding that the Ug. Shs. 80,000,000/= paid to the appellant for the loss of his bus was an ex gratia payment and his full entitlement. Counsel pointed out that whereas the learned trial Judge relied on a letter written on behalf of the Solicitor General communicating that only Ug. Shs. 80,000,000/= out of the Ug. Shs.



213,200,000/= claimed by the appellant was approved for payment, there was no evidence attached either to the said letter or the pleadings to prove this claim. Counsel urged this Court to find that the allegations in the letter were an afterthought raised long after Government had cleared the appellant to receive the full compensation of Ug. Shs. 213,200,000/= and after a deposit of some of that sum had been paid to the appellant.

Counsel further contended that the Government was bound to fulfill its promise to pay the entire Ug. Shs. 211,320,000/= to the appellant by virtue of the doctrine of legitimate expectation as articulated in the cases of **Schmidt vs. Secretary for Home Affairs [1969] ALLER 904**; and **Council for Service Unions vs. Minister for Civil Service [1984] 3 ALLER 935**. Counsel submitted that on the basis of the doctrine of legitimate expectation since the Government distinctly promised to pay compensation to the appellant for the loss of his bus, they cannot be permitted to act contrary to the promise as to do so would be unfair and an abuse of power. Counsel prayed that ground 2 also succeeds.

#### **Ground 3 and 4**

In support of grounds 3 and 4, counsel submitted that Cabinet approved the payment of Ug. Shs. 211, 320,000/= as compensation to the appellant for the loss of his bus. He contended that this must have been the case because Mr. Joseph Matsiko, an advocate practicing in the firm of Kampala Associated Advocates, who at the time of approving the compensation was employed as an official in the Ministry of Justice and had knowledge of the appellant's case, accepted as such and proceeded to help the appellant to pursue payment. Counsel further referred to a letter (**Exhibit P. Ex6**) written by Hajat Anuna Omari urging the Solicitor General to expedite payment of the appellant's compensation, and submitted that as that letter made no mention of reducing the compensation payable to the appellant, no such reduction had ever been approved. Counsel urged this Court to reject the claim advanced by the respondent that the appellant was entitled to ex gratia payment for the loss of his bus.

#### **Ground 5**



Counsel urged this Court to find that the earlier submissions demonstrate that the learned trial Judge did not properly appraise the evidence.

### **Respondent's submissions**

Counsel for the respondent replied to the grounds in the manner argued by his counterpart for the appellant.

### **Ground 1**

Counsel supported the learned trial Judge's finding that the appellant's suit was time barred. He submitted that the learned trial Judge rightly found that the appellant's cause of action arose in 1990 when his bus was damaged in a rebel attack. In counsel's view the attack in 1990 had a domino effect in giving rise to the appellant's cause of action and could not be severed because of subsequent events. Counsel submitted that pursuant to **Section 3 of the Limitation Act, Cap. 80 and Section 2 of the Civil Procedure and Limitation (Miscellaneous Provisions) Act, Cap. 72**, the appellant's limitation period on the appellant's suit began to run 6 years after the attack, that is from 1996, from which point he was precluded from instituting a suit.

### **Grounds 2, 3 and 4**

Counsel submitted that the learned trial Judge was right when she found that the payment made to the appellant was an ex gratia payment and his full entitlement. He made two points in support of his. First, he submitted that Cabinet's decision to pay the appellant Ug. Shs. 211,320,000/= was not final and could rightly be altered as happened in the present case. He referred to a letter dated 18<sup>th</sup> August, 2005 written by Dr. Kagoda, then Permanent Secretary, Ministry of Internal Affairs as showing that Cabinet gave the responsibility of determining the final amount payable to the appellant to the Solicitor General and the Ministry of Justice and Constitutional Affairs, and the latter determined that only Ug. Shs. 80,000,000/= be paid to the appellant. Secondly, counsel submitted that the money paid to the appellant for the loss of his bus was an ex gratia payment that did not vest in him a right to sue for more than he was paid. He referred to the **Black's Law Dictionary's** definition of ex-gratia as something done



out of grace as a favour or indulgence, and distinguished it with something done ex debito or as a matter of right. Counsel contended that in law, an ex gratia payment, like that extended to the appellant, is made without the giver recognizing any liability or legal obligation.

Counsel prayed that the Court disallows grounds 2, 3 and 4.

### **Ground 5**

Counsel reiterated his earlier submissions and maintained that the learned trial Judge properly evaluated all the evidence on record and reached the right conclusions on all issues.

### **Appellant's submissions in rejoinder**

With regard to the respondent's contention that the Solicitor General properly reduced the appellant's entitlement from Ug. Shs. 211,320,000/= to Ug. Shs. 80,000,000/=, counsel for the appellant submitted that this was not the case. He contended that there was no evidence to support that contention. In counsel's view, if the Solicitor General had indeed altered the appellant's entitlement, he would have informed the appellant before making any payments.

Counsel further submitted that, in any case, the Solicitor General was bound by Cabinet's decision to pay compensation of Ug. Shs. 211,320,000/= to the appellant and had no power to alter it.

Counsel reiterated his prayer that this Court finds that Government breached the appellant's legitimate expectation when it paid to him lesser compensation than had been promised to him.

### **Resolution of the Appeal**

I have carefully studied the record and considered the submissions of counsel for either side and all the law and authorities relied on. I have also considered other relevant authorities not cited. This is a first appeal from a decision rendered by the High Court in exercise of its original jurisdiction. I am therefore mindful of the duty of this Court to reappraise all evidence and make inferences of fact. (**See: Rule 30 (1) (a) of the Judicature (Court of Appeal Rules) Directions, S.I 13-10**). I am also alive to the guidance

set out in **Kifamunte vs. Uganda, Supreme Court Criminal Appeal No. 10 of 1997 (unreported)**, that a first appellate Court has a duty to:

**"review the evidence of the case and to reconsider the materials before the trial Court...then make up its mind not disregarding the judgment appealed from but carefully weighing and considering it."**

In my view, the following three issues arise out of the five grounds of appeal, namely:

- "1. Whether the appellant's suit in the lower Court was time-barred.**
- 2. Whether the appellant was entitled to be paid the balance of Ug. Shs. 131,320,000/=.**
- 3. What are the appropriate remedies in the circumstances?"**

I will consider each issue in turn.

### **Issue 1 – Whether the appellant's suit in the lower Court was time-barred**

I agree with the statement set out in the **Halsbury's Laws of England, Limitation Periods (Volume 68 (2008) 5th Edition)** that **"for most claims, periods of limitation are prescribed by statute with the consequence that a claim begun after the period of limitation has expired is not maintainable"**. A claim begun after the applicable period of limitation is what may be referred to as "time-barred".

In determining whether the appellant's suit in the lower Court was time barred, it is necessary to assess the nature of the appellant's claim so as to determine when the limitation period started running. The appellant stated in his plaint that his claim was for recovery of Ug. Shs. 131,320,000/= being the difference between the amount of Ug. Shs. 211,320,000/= that was promised to him as compensation for the loss of his bus, and the lesser amount of Ug. Shs. 80,000,000/= that was paid as his full entitlement. It will be noted that Government intended to make the payments to the appellant as compensation for the loss of his bus in a rebel attack that took place on 3<sup>rd</sup> May, 1990. The appellant's claim was that Government was, in paying him the lesser amount of Ug. Shs. 80,000,000/=, unlawfully retracting an earlier position in which it undertook to pay the full amount of Ug. Shs.



211,320,000/= and he sought to compel Government to pay the outstanding balance.

It will be noted that after the loss of his bus in 1990, the appellant severally engaged Government for compensation and on several occasions received communication that Government was considering him for compensation. The earliest occasion was in a letter to the appellant by Mr. Kabatsi, then Acting Solicitor General, dated 9<sup>th</sup> April, 1991, where it was stated:

**"Your letter regarding loss of lives and destroying of properties by rebels addressed to the Hon. Minister of Justice/Attorney General dated 14<sup>th</sup> March, 1991 was received.**

**Your complaint is noted and would be considered along with other considerations as to what may be done in future regarding compensation for loss of lives and property by rebels.**

Therefore, what emerges is that following the rebel attack that led to damage and loss of his bus, the appellant appealed to Government for compensation for the loss. Government severally represented that it would consider paying compensation to the appellant. The issue was taken up at the highest level of Government in a Cabinet Meeting in 2004, at which the Minister of Internal Affairs stated that H.E the President had directed the payment of compensation to some persons, including the appellant, who lost property in rebel attacks. In 2005, several letters were written on behalf of Government indicating that clearance had been obtained for the appellant to receive a sum of Ug. Shs. 211,320,000/=. Between 2006 and 2012, Ug. Shs. 80,000,000/= was paid to the appellant. It was subsequently communicated that no further payment would be made to him. The appellant disputed the communication and felt that it went against Government's earlier representations, hence why he instituted the suit in the lower Court to compel Government to pay the unpaid amount.

It is my considered view that the appellant's grievance related to what he considered Government's unlawful retraction of an earlier position by paying him a lesser amount of compensation than had been promised. This retraction was communicated on 8<sup>th</sup> May, 2012, by a letter written on behalf of the Solicitor General, and it was then, that the appellant's cause of action



arose. It is true that the appellant's cause of action was to some extent based on the rebel attack of May, 1990. However, when all the facts of the case are properly appreciated and as earlier explained, the appellant's cause of action did not arise then, but in 2012. The appellant's suit was filed on 10<sup>th</sup> January, 2013 under a year after Government's position was communicated to him which was before the relevant periods of limitation had expired. I agree with the appellant that the learned trial Judge erred when she found that the appellant's suit was time barred. I would answer issue one in negative. Ground 1 would succeed.

**Issue 2 – Whether the appellant was entitled to be paid Ug. Shs. 211,320,000/=**

This issue arises from grounds 2, 3, 4 and 5. The appellant's contention is that it was unlawful for Government to retract an earlier position that it would pay him Ug. Shs. 211,320,000/= and instead pay him Ug. Shs. 80,000,000/=. The respondent's submission, which is consistent with the findings of the learned trial Judge, is that payment of compensation to the appellant was an ex gratia undertaking that did not entitle the appellant to sue. In other words, the respondent contends that the appellant had no right to complain as payment for the loss of his bus was done as a favour from Government.

Counsel for the appellant submitted that Government was bound under the doctrine of legitimate expectation to ensure that it kept its promise of paying Ug. Shs. 211,320,000/= to the appellant. On the doctrine of legitimate expectation, I refer to the UK Privy Council case of **The United Policyholders Group and others v The Attorney General of Trinidad and Tobago [2016] UKPC 17**, where Lord Carnwath summarized the relevant principles as follows:

**"Where a promise or representation, which is "clear, unambiguous and devoid of relevant qualification", has been given to an identifiable defined person or group by a public authority for its own purposes, either in return for action by the person or group, or on the basis of which the person or group has acted to its detriment, the court will require it to be honoured, unless the authority is able to show good reasons, judged by the court to be proportionate, to resile from it. In judging**



**proportionality, the court will take into account any conflict with wider policy issues, particularly those of a "macro-economic" or "macro-political" kind."**

The doctrine of legitimate expectation was developed to ensure that Government fulfills promises or representations made to citizens where it would be unfair for Government to retract and deny the citizen(s) the benefits promised. For purposes of the doctrine of legitimate expectation, it is irrelevant that a promise or representation was not backed by consideration or it was made as a favour, as the application of the doctrine relies not on such considerations but on consideration of whether it would be unfair to allow Government to retract its earlier position. In the case of **R vs. North and East Devon Health Authority exparte Coughlan [2000] 3 ALLER 850**, the Court observed:

**"Where the court considers that a lawful promise or practice has induced a legitimate expectation of a benefit which is substantive, not simply procedural, authority now establishes that here too the court will in a proper case decide whether to frustrate the expectation is so unfair that to take a new and different course will amount to an abuse of power."**

Applying the highlighted principles to the present case, the first point is to consider whether Government made a promise or representation to the appellant that it would pay Ug. Shs. 211,320,000/= as compensation for the loss of his bus. I have considered various materials adduced in evidence including Cabinet Memorandum (CT 2004) by then Minister of Internal Affairs in which it was stated that:

**"H.E The President promised to assist victims of the Karuma – Pakwach Road ambush and the attack on Kasese Town."**

Attached to the Cabinet Memorandum was an appendix stating the victims of the Karuma-Pakwach Road ambush, including the appellant, who was earmarked to receive compensation of Ug. Shs. 211,320,000/= for the loss of a Leyland Bus UWT 917. Subsequently, further letters were written concerning payment of compensation for the appellant, including a letter by Dr Kagoda to the Solicitor General in which he wrote that the appellant was one of the persons identified by Government for compensation due to loss of property in a rebel attack.



Another letter was written by Hajat Anuna Omari, then employed in the Office of the President as a Special Presidential Advisor/Political Affairs, on 28<sup>th</sup> May, 2007 in which she stated, inter alia, that:

**"I have been duly informed that you have extended relief to Mr. Fred Lubwama after pressure from his Bank. I appreciate your concern to this note. I feel very touched that the amush left Mr. Lubwama without the vehicle, his only source of income. The bank is threatening to confiscate and sell his prime property.**

**I am aware of the budgetary constraints but would appreciate the completion of the balance of Ug. Shs. 181 Million to be expeditiously processed and paid to Mr. Lubwama to save his properties."**

Therefore, the initial position of Government was to pay the appellant Ug. Shs. 211,320,000/= as compensation. This position appeared to have been suddenly retracted according to a letter by Ms. Nshemereirwe Peruth for the Solicitor General dated 8<sup>th</sup> May, 2012, where it was communicated that:

**"We wish to inform you that your client was paid Ug. Shs. 80,000,000 as the approved figure for compensation by the Ministry of Justice. The said amount was in full and final settlement of his claim."**

It was further communicated that:

**"Our office has endeavoured to explain to your client that there is a difference between the amount of money he submitted to the Ministry of Justice in respect of his claim and the actual amount that was subsequently approved after verification of the claims was done.**

**Therefore, the above 80 Million Shillings paid to your client is the final sum that was arrived at after the conclusion of the verification exercise. The file relating to this claim was accordingly closed on 29<sup>th</sup> April, 2011 with the advice and approval of the Attorney General. The purposes of this letter is therefore to request you to prevail over your client and categorically state that he has no more claim against Government."**

The above communication indicates that the Solicitor General was empowered and actually revised the appellant's entitlement to the lesser sum of Ug. Shs. 80,000,000/= which he was paid. Counsel for the appellant has submitted in this appeal that the Solicitor General had no power to reduce the compensation set by Cabinet. I do not have to decide this point. In my assessment of the materials, the respondent did not adduce any



evidence to prove that the Solicitor General conducted a revision and/or verification exercise in which the total compensation payable to the appellant was reduced to Ug. Shs. 80,000,000/= beyond the claims contained in Ms. Nshemereirwe's letter. As the said claims are not supported by evidence, I would disregard them. I would therefore find that the Government's representation and/or promise to pay Ug. Shs. 211,320,000/= had never been officially retracted at the time of Ms. Nshemereirwe's letter. In my view, Ms. Nshemereire's letter constituted a new position, that Government would pay Ug. Shs. 80,000,000/= out of Ug. Shs. 211,320,000/= contrary to the earlier representations.

The question to be determined in this appeal is whether it was permitted for Government, in light of the doctrine of legitimate expectation, to implement the new position. In view of the relevant principles, Government would only frustrate the appellant's legitimate expectation after giving adequate reasons to justify that course of action. In the present case, Government gave no reasons for retracting its representation to the appellant. The claims set out in Ms. Nshemereirwe's letter did not provide any compelling reasons. Other than those reasons, I have not found any other reasons offered by Government as to why it retracted its earlier representation that it would pay Ug. Shs. 211,320,000/= to the appellant. In those circumstances, I find that there was no reason justifying Government's change in position and its subsequent refusal to pay the appellant the balance of Ug. Shs. 131,320,000/=. I would answer issue two in the affirmative. Grounds 2, 3, 4 and 5 must succeed.

It is however worth mentioning that the appellant did not base his arguments in the lower Court on the doctrine of legitimate expectation. I cannot therefore criticize the learned trial Judge for not having considered or indeed applied the principles on the said doctrine while determining the suit. However, counsel for the appellant made submissions based on the doctrine in this appeal, which explains why I applied the relevant principles because I found them relevant in the determination of the present appeal



### **Issue 3 – What are the appropriate remedies in the circumstances?**

In view of my earlier findings, I would decree the balance of Ug. Shs. 131,320,000/= to the appellant. I would award interest on that sum at 8% from the date of the judgment in the lower Court until payment in full.

In conclusion, I would allow the appeal, set aside the judgment and orders of the learned trial Judge and substitute, instead, the following declarations and orders:

- a) The appellant had a legitimate expectation entitling him to payment of a total sum of Ug. Shs. 211,320,000/= as compensation from Government for the loss of his bus following a rebel attack in May, 1990.
- b) As Government paid only Ug. Shs. 80,000,000/= which was part of the total sum in (a), I order that Government pays the balance of Ug. Shs. 131,320,000/=.
- c) The sum in (b) shall attract interest at Court rate from the date of the judgment of the trial Court on 14<sup>th</sup> November, 2017, till payment in full.
- d) The appellant shall be paid the costs of the appeal and those in the lower Court.

Since Bamugemereire and Musota, JJA both agree, the Court unanimously allows the appeal and enters judgment the appellant on the terms set out in this judgment.

**It is so ordered.**

Dated at Kampala this 29<sup>th</sup> day of Nov 2022.



**Elizabeth Musoke**

Justice of Appeal



**THE REPUBLIC OF UGANDA**  
**IN THE COURT OF APPEAL OF UGANDA AT KAMPALA**  
**CIVIL APPEAL NO. 0114 OF 2018**

**Coram: Hon. Justice Elizabeth Musoke, JA**  
**Hon. Justice Catherine Bamugemereire, JA**  
**Hon. Justice Stephen Musota, JA**

**LUBWAMA FRED::: APPELLANT**

**VERSUS**

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

(Appeal from the decision of the High Court of Uganda at Kampala (Commercial Division) before Anna B. Mugenyi, J in C.S No.11 of 2013, dated 2<sup>nd</sup> November 2017).

**JUDGMENT OF CATHERINE BAMUGEMEREIRE, JA**

I have had the privilege of reading the draft opinion of my sister, Elizabeth Musoke, JA. I agree with the reasoning, decision and orders made.



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**Catherine Bamugemereire**

**Justice of Appeal**

29/11/2022

**THE REPUBLIC OF UGANDA**  
**IN THE COURT OF APPEAL OF UGANDA AT KAMPALA**  
**CIVIL APPEAL NO. 0114 OF 2018**  
**LUBWAMA FRED ::::::::::::::::::::::::::::::::::: APPELLANT**

**VERSUS**

**ATTORNEY GENERAL ::::::::::::::::::::::::::::::::::: RESPONDENT**  
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**CORAM: HON. JUSTICE ELIZABETH MUSOKE, JA**  
**HON. JUSTICE CATHERINE BAMUGEMEREIRE, JA**  
**HON. JUSTICE STEPHEN MUSOTA, JA**

**JUDGMENT OF JUSTICE STEPHEN MUSOTA, JA**

I have had the benefit of reading in draft the judgment by my sister Hon. Justice Elizabeth Musoke, JA.

I agree with her analysis, conclusions and the orders she has proposed.

Dated this 29<sup>th</sup> day of NW 2022.

  
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**Stephen Musota**  
**JUSTICE OF APPEAL**