



Despite promises to pay, the defendant has not done so. In these circumstances, the amount shall be decreed to the plaintiff. I do so.

As regards general damages, PW1 testified that the plaintiff has been denied use of its money. It operates on overdrafts. Neither the witness nor counsel proposed to me what they would deem a reasonable award of general damages. Be that as it may, general damages are those which may be presumed by law to be a necessary result of the harm alleged. The plaintiff may not prove that he has suffered general damages. Court may make a presumption in their (damages) favour once the plaintiff proves that the defendant owed him a duty which he breached. Taking into account the facts of the case, the loss and inconvenience suffered by the plaintiff, and doing the best I can, I consider a sum of Shs.500, 000= (five hundred thousand only) an adequate award of general damages for the breach of contract. The special and general damages awards combined shall attract interest of 25% per annum from the date of judgment till payment in full. The plaintiff shall also have the costs of the suit.

In the result, judgment is entered for the plaintiff against the defendant in the following terms:

- (i) Special damages: U Shs.6, 030,220= (six million thirty thousand two hundred and twenty only).
- (ii) General damages: U. Shs.500, 000= (five hundred thousand only).
- (iii) Interest on (i) and (ii) above at the rate of 25% per annum from the date of judgment till payment in full.
- (iv) Costs of the suit.

Yorokamu Bamwine

**J U D G E**

31/05/2007

**Order:** The Registrar shall deliver this ex-parte judgment on my behalf on the due date.

Yorokamu Bamwine

**J U D G E**

31/05/2007