THE REPUBLIC OF UGANDA

IN THE HIGH COURT OF UGANDA AT KAMPALA
(COMMERCIAL COURT DIVISION)

HCT-00-CC-CS-318 OF 2002

CONCORP INTERNATIONAL (U) LTD. ::::::::::::::::PLAINTIFF
VERSUS
UGANDA MUSLIMS SUPREME COUNCIL::::::::DEFENDANT

BEFORE:

Representation:

Mr. John Musisi } of counsel for the plaintiff
Mr. Muhamad Kajubi }

Mr. Masembe Kanyenzi of counsel for the defendant

Court clerk:
Mr. Makoha Ojambo

RULING:

At the scheduling conference the following issues were framed for Court's determination;

1. Whether the Plaintiff is party to the building Contract and can sue on it.
2. Whether the suit is timed barred
3. Whether the Court fees were paid on filing the suit.
4. Whether the Currency Reform Statute is applicable to the parties' respective claims.
5. The remedies available to the parties

It was agreed to submit on issue Nos. 1, 2 and 3 as preliminary points.

The plaintiff, as per the pleadings, is M/s Concorp International (U) Ltd and the defendant is Uganda Muslims Supreme Council. When the matter came up for submission on the three preliminary issues counsel for both parties agreed that the Plaintiff, M/s Concorp International (U) Ltd, is a party to the building Contract and can sue in court. That resolved issue No. 1. Counsel proceeded to address court on issues No. 2 and 3 that is

- whether the suit is time barred

- whether the prescribed court fees were paid.

While submitting on the first issue – whether the suit is time barred, Mr. Masembe made reference to the Further Amended Plaint filed on 6th May 2004 wherein the Plaintiff prays for:

(a) Special damages as in paragraph 5(a)-(h).
(b) General damages as in paragraph 6.
(c) Exemplary and/or punitive and or aggravated damages as in paragraph 7.
(d) An order that all the above sums claimed be readjusted to the prevailing foreign exchange conversion rates as on the date of judgment.
(e) Interest on (a), (b), (c) and (d) above at the agreed rate of 25% p.a from the date it was due till payment in full.
(f) Costs of this suit.
(g) Any other relief the Court deems appropriate in the circumstances.

The special damages claimed as per the plaint are;

(a) US$ 5,116,514/80 being interest due on the 45% foreign currency component of USHS. 30.255,376.6 (i.e on US$ 2,032,077.50)
(b) Ushs. 16,500,000/- as the sum due in 1980 as the 55% local currency component out of the said Ushs. 30,255,376/60.
(c) Ushs, 13,500,000/= due in 1992 calculated at the contract rate as the unpaid counter fund for the purchase of US$ 2,032,077,50 as required by the memorandum of understanding of 1988.
(d) Ushs. 7,500,000/= at the contract rate for work done after 1988 as indicated in paragraph 4.
(e) Ushs. 4,842,522.45 split into the 45% foreign component and the 55% local component. This amount comprised the 10% retention deducted from valuation No. 1, 2, 3, and 4 issued by the Quantity Surveyors M/s Kiwagama Kiwanuka & Partners.
(f) US$ 3,000,000.00 being monthly expenses of keeping the site for 25 years at the rate of US$ 10,000 per month.
(g) US$ 500,000 being the value of the materials and the property destroyed and/or confiscated at the site.
(h) The Plaintiff shall seek an order that all the above amounts claimed for whether as a local component or as equivalent Counter-fund for the foreign component

should be re-adjusted from the then prevailing rate of Ushs. 6.7 to 1 US dollar to match the prevailing rate at the date of judgment.

The plaintiff's claim is summarized in paragraph 3 of the Further Amended Plaint where it is pleaded:

> ***" The Plaintiff's claim against the Defendant is for special damages, general damages, exemplary damages, interest and costs for breach and wrongful termination of a building contract"***

In paragraph 4 the Plaintiff spells out the facts constituting the cause of action. The plaintiff's action is basically founded on contract. Section 3(1)(a) of the Limitation Act provides that actions founded on contract shall not be brought after the expiration of six years from the date on which the cause of action arose. The initial plaint was filed on 21st November, 2001. The issue is whether by that date the plaintiffs claim was time barred.

Mr. Masembe Kanyerezi argued that the suit having been filed on 21st November 2001 for the purposes of limitation the latest date of the cause of action should have accrued to be within the limitation period was on 20th November, 1995. He submitted that the Plaintiff's claim must be tested according to whether or not they accrued subsequent to that date of 20th November, 1995. Counsel then handled claim by claim as pleaded in paragraph 5 of the Further Amended Plaint:-

(a) US$ 5,116,514 being interest on the 45% foreign currency component of Ushs. 30,255,376/60.

Counsel argued that this claim is item 6 of the Memorandum of Understanding of 18th May 1988. He contends that the entitlement to that payment arose on 18th May 1988 and the right to enforce that payment through court action expired on the 17th May 1994 which is six years later.

The Memorandum, annexture "C" to the Further Amended Plaint is dated 18th May, 1988. It provided, inter alia, as follows:-

> It was agreed as follows
>
> 1. ……:

2. It was a term of the said agreement that 45% of the contract sum was payable to the contract in foreign currency.
3. The Quantity Surveyors for the project assessed the value of the completed works at shs. 30,255,376/60 as per their report dated 12th June, 1980.
4. The foreign exchange component to the completed works at the then prevailing exchange rate amounted to US$ 2,032,077,50.
5. The said sum of US$ 2,032,077,50 has not been remitted to the contractor to date.
6. Interest on the above sum had accrued to the tune of US$ 5,116,5214,80.
7. ……
8. …….
9. …….
10. It is agreed and understood that the question of accrued interest or damages will be a matter to be resolved between the Employer and the contractor.
11. ……..”

The signatories to this Memorandum of Understanding were Bank of Uganda, Uganda Muslim Supreme Council (defendant/Employer) and Concorp International Limited (Plaintiff/Contractor).

(b) Ushs, 16,500,000/= as the sum due in 1980 as the 55% local currency component out of the sum Ushs. 30,255,276/60.

Mr. Masembe argued that the sum Ushs. 16,500,000/= was pleaded as being due in 1980. He therefore submitted that the right to recover this sum expired in 1986 since it was a local component. He argued that the Memorandum of Understanding – Annexture “C” only acknowledged the foreign component of the plaintiff’s claim.

(c) Ushs. 13,500,000/= due in 1992.

Counsel argued that this sum is acknowledged in the pleadings as due to 1992. He therefore submitted that the action lapsed in 1998.

(d) Ushs. 7,500,000/= at the contract rate for work done after 1988.

Mr. Masembe argued that the plaint does not show when the money was due. He submitted that going by the date of the Memorandum of Understanding which was 19th May 1988, the six years limitation period had lapsed in 1994.

(e) Ushs. 4,842,522/45 retention deductions on valuations Nos. 1, 2, 3, and 4.

The appendix to the Agreement(Annexture A) provides the Defect liability period to be six months from the date of Practical Completion. The date of Practical Completion is indicated as 24th August 1980. Mr. Masembe argued that the plaintiff was entitled to payment of the retention deductions six months from the Practical Completion date. He therefore submitted that the cause of action in relation to the deductions arose on 24th August 1980 and the limitation period expired on the 24th August 1986.

(f) US$ 3,000,000/= monthly expenses of keeping the site for 25 years at the rate of US$ 10,000 per month.

Mr. Masembe argued that the payment, assuming they were supposed to be paid, were payable at the end of each month. He argued that every month payment was in arrears a cause of action arose. He therefore submitted that the claim was time barred, being a 25 years claim.

(g)US$ 500,000/= the value of material and property destroyed and/or confiscated a the site.

In paragraph 4(i)(k) and (l) of the Further Amended Plaint the plaintiff pleads that the Defendant, by their lawyer's letter dated 2nd November 2001 (Exh P6(1)) and that of their Auctioneer dated 8th November 2001, evicted the plaintiff from the site. That on the date of eviction the Plaintiff's property worth US$ 500,000/= was either destroyed and/or confiscated by the defendant's agents. This suit was filed on 21st November, 2001. So counsel did not have much to say about this claim with regard to limitation. My instant conclusion is that this claim was clearly not time barred.

In paragraph 6 of the Plaint, the Plaintiff seeks general damages for breach of contract. Mr. Masembe argued that there were two agreements between the parties. The first being the Agreement dated 12th April 1978 (Annexture A) which provided 24th August 1980 as

the date of Practical completion. In his view the cause of action founded on breach thereof accrued on 24th August 1980, the Practical completion date.

The second agreement is the Memorandum of Understating (Annexture C) dated 18th May 1988. He argued that a claim for breach thereof accrued on 18th May 1988. He submitted that which ever of the two is considered the limitation period had expired.

Mr. Musisi, counsel for the plaintiff, submitted that there was only one contract, the one of 12th April 1978. He argued that the Memorandum of Understanding was not a contract on its own but a streamline of the plaintiff's claim as of its date. He observed that the Memorandum of Understanding made recognition of the Agreement dated 12th April 1978. It provides:

> ***"…….whereby it is agreed as follows;***
>
> **1.** ***An Agreement dated 12th April 1978 was concluded between the employer and the Contractor for the Construction of the National Mosque at Kampala……..".***

In his view the contract for the construction of the Mosque had not been terminated until 2nd November, 2001, when the plaintiff was evicted from the Construction site.
In the defendant's lawyers letter dated 2nd November 2001 it is stated:

> ***"…….***
>
> ***Our clients informed us that by contract dated 12th April 1978 Concorp (U) Ltd was engaged to erect and complete the National Mosque at old Kampala Hill. The date for practical completion was 24th August 1980. The Project was not completed for various reasons. Instead of exercising your contractual rights to terminate the contract, you have opted to remain on site.***
>
> ***Our clients are desirous of taking back the site and we are accordingly instructed to demand that you surrender vacant possession of it within 7(seven) days from the date of this letter. Any claims that you may have shall be properly made out and sent to us, for consideration of our client. Kindly keep the issue of the surrender of the site and your claims separate.***

Should you fail to surrender vacant possession of the site, it is our instruction to have you forcefully evicted.

……..".

In their eviction notice dated 8th November, 2001, the defendants Auctioneers stated:

"……..

This is to advise that unless you vacate the site not later that 10th November, 2001 as earlier demanded, we shall not hesitate to evict you therefrom on Monday 12th November, 2001".

Mr. Musisi cited the minutes of a meeting held on 16th November 1988 between the parties where it was agreed to resume the construction works. The meeting was eight years after 14th August 1980, the practical completion date. He argued that the parties despite the expiry of the practical completion date still recognized the existence of the contract.

He further referred to Annexture F1 and its English Translation Annexture F2 an extract of the minutes of the meeting held on 4th October 2001. He submitted that the minutes shows that as of the date the contract was still running. He referred to paragraph 4(c) of the Plaint:

"Despite the prevalence of war like situation in Uganda in 1979 which would entitle either party to terminate the contract by notice sent by registered post, either party did not terminate the contract and the plaintiff kept and looked after the site till the war was over and till such time as the Defendant would remobilize necessary finances to proceed with the construction"

Section 2(4) of the Limitation Act provides:

"(4) Where any right of action has accrued to recover any debt or other liquidated pecuniary claim……, and the person liable or accountable therefore acknowledges the claim or makes any payment in respect of the claim,

> ***<u>the right shall be deemed to have accrued on and not before the date of the acknowledgment or last payment</u>,***
> ***……”.***

Acknowledgment under the above provision has the effect of rekindling a claim otherwise subject to limitation. However, section 23 provides:

> ***“(1) Every <u>such acknowledgment</u> as is mentioned in section 22 <u>shall be in writing and signed by the person making the acknowledgment</u>” (emphasis added).***

Mr. Musisi referred to paragraph 4(1) of the plaint, where it is stated:

> ***“(I) On the 4th day of October 2001, the Defendant further committed itself to the plaintiff in a meeting at the Defendant’s premises that the plaintiff prepares all claims regarding the contract and undertakes to cooperate with the plaintiff to complete the work. The defendant undertook to clear all the claims (copies of the signed minutes and it’s English translation are hereto attached as Annexure F1 and F2)”.***

Counsel argued that the pleadings above amount to a plea of acknowledgment of the payment due to the plaintiff by the defendant in the spirit of sections 22 and 23 above. That the minutes amounted to an acknowledgment. The meeting was attended by officials from the Plaintiff, from the defendant and observers from the Muslim World League. The minutes were signed by the said officials. According to Annexture F2, the translation, the meeting inter alia, came to the following points:

> ***“1. Concorp to prepare all the claims regarding the mentioned project.***
>
> ***2. Concorp to undertake to co-operate with the Uganda Muslim Supreme Council to complete the project.***
>
> **3.** ***Uganda Muslim Supreme Council to undertake to pay all the claims after it has been confirmed (by the Consultant) to Concorp International.***
>
> **4.** ***If Concorp is given the chance to complete the mosque, it will try to drop some of the claims which can be obstacles for the work to start.***

5. ***Both parties agreed to continue negotiations to resolve all the issues and to work together to make sure that everything agreed on is fulfilled.***
6. **……."**

On his part, Mr. Masembe argued that the Minutes did not amount to an acknowledgment within sections 22- and 23 above. He argued that the minutes did not acknowledge a claim but only acknowledged that there might be a claim and it was not of a specified amount or figure but of a claim to be prepared by the plaintiff to be subjected to the consultant's confirmation.
Mr. Musisi was of the view that an acknowledgment need not be of a specified figure or amount. He argued that the amount can be ascertained.

Both counsel addressed court on a number of authorities. All the authorities cited considered the English Limitation Act, 1939, section 23(4) and 24(1) whose provisions are similar to our sections 22(4) and 23(1) of the Limitation Act, cap 80. **In Jones vs. Bellgrove Properties [1949] 2KB700,** the defence was that the plaintiffs claim was barred by the Limitation Act, 1939. The plaintiff argued that the defendant company made an acknowledgment in writing signed by its agents to the plaintiff that the debt remained unpaid and due. The facts were that in an annual meeting of the defendant company a balance sheet was presented which indicated:

" To Sundry creditors 7,368l,8s.10d"

To Sundry creditors included the debt of 1.807*l* due and owing to the plaintiff. The plaintiff, who was a shareholder in the defendant company, had attended the meeting. It was held that whether a document is or is not an acknowledgment must depend on what the document states. That a balance sheet presented to a shareholder-creditor at a meeting of the company fulfills all the requirements of section 23 and 24 of the Act. That the statute does not extinguish debts; it merely bars the right to recover them after the lapse of the specified time from the accrual of the cause of action. If there is an acknowledgment of the debt within the terms of sections 23 and 24 of the Act, the right shall be deemed to have accrued on and not before the date of that acknowledgment.

The balance sheet did not name the Sundry creditors but only the total due to the Sundry Creditors. The plaintiff by evidence was able to prove that he was one of such creditors

and that the total amount due included the amount due to him. It was held that his claim was not time barred.

In re **GEE Co. (WOOLWICH) Ltd [1974]2 WLR *515***, it was also held that a company's balance sheet duly signed by the directors was capable of being an effective acknowledgment of the state of the company's indebtedness as at the date of the balance sheet, so that the cause of action should be deemed to have accrued at that date.

In **Good vs. Pasry [1903] 2QB 418**, the letter stated:

> ***" The question of outstanding rent can be settled as a separate agreement as soon as you present your account".***

As to whether it constituted an acknowledgment it was held that there to be an acknowledgement the debt must be quantified in figures or it must be liquidated in the sense that it is capable of ascertainment by calculations or by extrinsic evidence without further agreement of the parties. The letter was held not to be an acknowledgement within section 23(4) (our 22(4) because it contained no admission of rent or any defined amount due or of any amount which could be ascertained by calculation.

Their Lordships argued that in Jones vs. Bellgrave (supra) it was possible by extrinsic evidence to sort out the various sundry creditors items on that lampsum without further agreement.

Lord Denning MR at page 424 stated:

> ***"No doubt a promise in writing by a debtor to pay whatever sum is found due on taking an account is a secured acknowledgment today just as it was before the Act, provided always that the amount is a mere matter of calculation from vouchers or can be ascertained by extrinsic evidence, and is not dependent on the further agreement of the debtor……"***

As regards the letter he stated:

> ***"The tenant clearly reserved the right to examine it and not to be bound by a separate agreement***"

It was held that the letter was not an acknowledgement for the purpose of the section.

In Dungate vs. Dungate [1963] 3 All ER 393 the letter stated:

> ***" Keep a check on total and amounts we owe you and we will have account now and then***"

Edward Davies J held that the letter was an acknowledgment of the debt within section 23(4) of the Act of 1939, for it was an unqualified admission of indebtedness and it was immaterial that the amount was not specified in it, oral evidence of the amount being admissible. At page 396 he observes:

> ***" Every case must turn on its own facts".***

His Lordship relied on Halsbury Law 3rd Ed. Vol 24 page 299-201 where it is provided that an acknowledgment must be in writing and signed by the maker or his agent but that it need not be in any particular form…. . That all that is necessary is that the debtor should recognize the existence of the debt or that the person who might rely on the statute should recognize the rights against himself. Whether a document is or is not an acknowledgement depends on what the document states. If a debt is acknowledged, it is immaterial that the amount of the debt is not expressed in the acknowledgement or that the correctness of the amount claimed is disputed in the acknowledgment. The amount of the debt must be proved at the trial. About the holding in Good vs. Parry (supra) his Lordship stated:

> ***".…….it is implicit in the whole decision, as I read it, that had there been an acknowledgment of the indebtedness the fact that the amount was not stated would have been quite immaterial…….***
>
> ***The inference is that if in Good vs. Parry (4) the letter had acknowledged a claim then even though the amount of the claim acknowledged had not been expressly stated the decision would have been in favour of the plaintiff"***

Also cited was **Surrendra Overseas Ltd (U) vs. Government of SriLanka [1977] 2 All ER 481.** The letter therein stated:

" In view of the attitude taken by Charterers in their calculation of Laytim, Owners will be putting the matter to Arbitration. We will be advising you concerning details of the arbitrator appointed in due course"

It was held that a debtor could only be taken to have acknowledged the claim for the purpose of section 23(4) of the 1939 Act, if he had in effect admitted his legal liability to pay that which the creditor was seeking to receive. If he denied liability then his statement did not amount to an acknowledgement of the creditor's claim.

I have carefully considered the pleadings by both parties, the provisions of the Limitations Act cited, the authorities cited by both counsel and I have made the findings below. This suit was filed on 21st November, 2001.

(a) US$ 5,116,514 is acknowledged by the Defendant as interest accrued to the plaintiff in the Memorandum of Understanding dated 18th May 1988. So as of 21st November, 2001, when this suit was filed, this claim had been caught up by the six years limitation period which had expired on 17th May 1994.

(b) Ushs. 16,500,000/= was also acknowledged in the Memorandum of Understanding dated 18th May 1988. It was thereby recandled as from the date of the Memorandum of Understanding. However, as of the date of filing of this suit still the limitation period had lapsed.

(c) Ushs 13,500,00/=. This claim was not covered by the Memorandum of Understanding. It is trite law that parties are bound by their pleadings. This claim is pleaded in the Further Amended Plaint as due in 1992. So by 21st November, 2001 the limitation period had lapsed in 1998.

(d) Ushs. 7.500.000/= for work done after 1988. This claim was outside the Memorandum of Understanding. It can not be established from the pleading when the said works were done and when the payment therefore became due. The resolution of the issue will be determined by the Courts finding on the claim for damages for breach of contract.

(e) Ushs. 4,842,522/45 retention deductions. Mr. Masembe argued that the cause of action for recovering of the retention deduction arose on the 24th August 1980, the date

of Practical Completion and thus expired on 24th August 1986. However clause 21(1) of the Construction Agreement provided:

> ***"……the Contractor…….shall complete the same on or before the Date for Practical Completion stated in the said appendix subject nevertheless to the provisions for extension of time contained in Clause 23 of these conditions"***

Clause 23 provided for extension of time where the completion of the works was likely to be or had been delayed beyond the date for Practical Completion or beyond any extended time. It therefore calls for evidence to show whether there were any extension of the completion time and if so whether payment of the retention deductions had become due and if so when.

(f)US$ 3,000,000/= monthly expenses of keeping the site for 25 years at the rate of US$ 10,000 per month. I agree with Mr. Masembe that every month payment was in arrears a cause of action arose. So any monthly payment which was in arrears for any period beyond six years as of the date of filing this suit was time barred.

(g)US$ 500,000/= the value of materials and property destroyed and/or confiscated at the site. This cause of action arose on the date of eviction, that is to say 2nd November 2001 or 8th November 2001. Which ever the date by 21st November 2001 when this suit was filed the claim was still within the limitation period.

General damages for breach of contract. The claim therefore must have arisen on the date of the alleged breach. According to paragraph 4(1) the alleged breach was by forceful and unlawful eviction from the construction premises. This was allegedly in November 2001, the same month the suit was filed. Whether of November 2001 there was a contract capable of termination is a question of evidence. Otherwise as per the pleading, the claim for general damages for breach of contract is not time barred.

From Mr. Musisi's submissions it is clear that he appreciates that some of the plaintiffs' claims were time barred. He however sought to rely on acknowledgment under sections 22(4) and 23(1) of the Limitation Act. Under the said provisions where any right of

action has accrued to recover any debt or other liquidable pecuniary claim and the person liable or accountable therefore acknowledges the claim in writing and under his signature or that of his agent the right shall be deemed to have accrued on and not before the date of acknowledgment. I have studied the pleadings in paragraph 4(i) and the annextures thereto and I find it sufficient pleading of acknowledgement for the purposes of section 22 and 23 of the Limitation Act. The Limitation Act bars any claim which accrued due more than six years before the filing of the suit. However this is subject to the question whether there has been an acknowledgement within the terms of section 22 and 23 of the Act. In resolving this issue I must consider the plaint and the annextures thereto in their entirety. The pleadings show that the defendant contracted the plaintiff to carry out construction works at the defendant's site at old Kampala. The agreement is annexture A to the plaint. Under the agreement the Date of Practical Completion was provided as 24th August 1980. The plaintiff was to be paid as provided for in clause 30 of the agreement. The pleadings show that work was not completed and payment were not made as per the provisions of the Agreement

As was observed by Justice Edmond Davies, in Dungate vs Dungate (supra) every case must turn on its own facts. The annexures show that none of the parties exercised its right under the contract to terminate the agreement. They show that the parties kept the contractual relationship between them alive.

The Constitution, the supreme law of the land, in Article 126 enjoins Courts to administer substantive justice without undue regard to technicalities. I have carefully considered the authorities cited to me and, in line with the above constitutional provision, lead me to the conclusion that where a debtor acknowledges his/her indebtedness even if he does not specify the amount, in the interest of justice such a debtor should not be allowed to invoke the statutory limitation period.

In the instant case, the Minutes of the meeting of the parties' respective representatives held on 4th October 2001 show that the defendant acknowledges the work done and a desire to complete the project. The defendant acknowledges the plaintiff's claim regarding the project and does undertake to pay the same when prepared by the plaintiff and confirmed by the project consultant. It was shortly thereafter that the defendant terminated the contract – November, 2001, thereby frustrating the process of arriving at the figure of the plaintiff's' claim and thus giving rise to this suit. In such circumstances it will be permitting injustice to throw out the plaintiff's claim on a technicality. I agree with Mr. Musisi that the amount of the plaintiff's claim can be ascertained by adducing evidence. I accordingly find that the suit is not time barred.

The next preliminary issue is whether Court fees were paid on filing the suit.

Order 7 rule 11 of the Civil Procedure Rules, with regard to insufficient fees, provides:

> ***"The plaint shall be rejected in the following cases-***
>
> ***(b) where the relief claimed is undervalued and the plaintiff on being required by the court to correct the valuation within a time to be fixed by court, fails to do so;***
>
> ***(c) where the relief claimed is properly valued but an insufficient fee has been paid, and the plaintiff , on being required by the court to pay the requisite fee within a time to be fixed by the court, fails to do so"***

Mr. Masembe considered the plaintiff's total claim of US$ 8,616514 plus Ushs. 42,342,522/= and argued that the filing fee payable was in the region of Ushs. 14,884,410/=. He submitted that there was no evidence of payment thereof. He prayed that the plaintiff be given time within which to pay and if it fails the plaint be rejected.

As regards fees Mr. Musisi produced General Receipt No. X0017319, dated 6th May 2004 acknowledging receipt of Ushs, 5,823500/= from M/s Abaine Bwegyeya & Co. Advocates in respect of "Amended Plaint 318/02".

The Court record shows that this suit was filed on 21st November 2001. That is prior to the General Receipt dated 6th May 2004. There is no evidence of payment of filing fees as on the date of filing the suit. On December 2002 an Amended plaint was filed and thereon is a stamp acknowledging payment of shs. 1,000,000/= vide Receipt No. Y2690599. That makes a total payment of 6,823,500/=. I am not aware whether that was sufficient fees payable since I am not the assessing officer. Court fees are computed by Registrars. After assessment the computed fees are paid. In the event of an error the Registrar may revisit the scale of fees and ask the relevant party to top up the extra if any. See **Clouds Ten Ltd. Vs Property Services Ltd. & Anor HCCS No. 854 of 2004.**

Order 7 rule 11(c) of the Civil Procedure Rules empowers Court where insufficient fees have been paid to order the plaintiff to pay the requisite fees within a time fixed by the court and where he fails to do so, to reject the plaint. I accordingly order the Deputy

Registrar of this court to re-assess the court fees payable in respect of the plaintiff's claim.

The Deputy Registrar shall serve the parties' respective counsel the fee re-assessment. If found that the fees to-date paid is insufficient, it is hereby directed that the plaintiff shall pay the extra fees within 21 days from the date of service of the re-assessment of court fees.

Otherwise the suit shall proceed to determine the remaining issues on merit. Costs shall be in the course of the suit.

Lameck N. Mukasa
Judge
11/05/2011