

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

**HCCS NO 144 OF 2013**

**KASUMBA FRED COSMAS}.....PLAINTIFF**

**VS**

**1. MUSHABE GEOFFREY}**

**2. MUJUNI FRANK}.....DEFENDANTS**

**BEFORE HON. MR. JUSTICE CHRISTOPHER MADRAMA IZAMA**

**JUDGMENT**

The Plaintiff's action against the Defendants jointly and severally is for special damages amounting to Uganda shillings 638,735,800/=, general and aggravated damages together with interest and costs of the suit for breach of contract.

The Plaintiff alleges that around the year 2010, he imported goods from Malaysia namely a consignment of 20 Cartons, 150 pieces and one container (totalling to 3055 Panthers), 55 pieces of Panthers, 19 pieces of power stabilisers and savers of 188 V each to be sold in Uganda according to the prevailing market price thereof. The Plaintiff then approached the Defendants who are clearing agents and had earlier on cleared a similar consignment, to clear the goods with Uganda Revenue Authority. The first Defendant advised the Plaintiff by e-mail that the taxes payable was Uganda shillings 22,000,000/=.

On 23 April 2010, the first Defendant received Uganda shillings 22,185,800/= being payment for taxes for clearance of the goods by Uganda Revenue Authority. Despite receipt of the money from the Plaintiff for the payment of taxes, the goods were duly assessed by Uganda Revenue Authority at Uganda shillings 18,238,986/= which was not paid. When the Plaintiff returned to Uganda and insisted on getting documents that were used to clear the goods, the first

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Defendant presented a clearing document purporting to have paid Uganda shillings 18,238, 986/= for clearance of the goods. The Plaintiff alleges that the Defendants made false declarations to the Customs and Excise Department which subsequently led to the seizure of all the Plaintiff's goods on the 14th of May 2010. The Defendants paid Uganda Revenue Authority only Uganda shillings 1,755,000/=. Because of the first declaration to customs, the goods were released to the Defendants who in turn delivered them to the Plaintiff. Uganda Revenue Authority thereafter seized the goods for non payment of taxes.

When the Plaintiff returned to Uganda, the first Defendant presented clearing documents purporting to have paid Uganda shillings 18,238,986/= for clearing the goods. The Defendants jointly and severally connived to defraud Uganda Revenue Authority of taxes and in the event caused financial loss to the Plaintiff. After seizure of the Plaintiff's goods, the goods were forwarded to the customs warehouse, duly lotted and consequently auctioned under lot number 146 on the 14<sup>th</sup> of December 2011. Thereafter the Plaintiff demanded from the Defendants his goods or the value thereof on the 13<sup>th</sup> of September 2011 and both Defendants made separate undertakings/commitments to pay. Despite several reminders, the Defendants did not honour their commitment to pay. As a consequence the Plaintiff has suffered loss of business income, a lot of untold suffering for which he holds the Defendants jointly and severally liable in damages.

In the joint written statement of defence of the Defendants filed by Messieurs Ausi Twijukye and Company Advocates, the Defendants averred that they would raise preliminary objections to the suit. Furthermore the first Defendant alleges that he did not transact any business whatsoever with the Plaintiff. Secondly the second Defendant avers that he relied on the Plaintiff's information during the clearing and forwarding of the goods. The Defendants relied on the instructions and invoice availed by the Plaintiff to arrive at the agreed amount of Uganda shillings 22,985,800/=. Subsequently the first and second Defendants were arrested and detained at Entebbe police station and were forced to write a

commitment to pay some money to the Plaintiff while they were still in police custody.

The written statement of defence was filed on 10 April 2013. The report of the mediator is that mediation proceedings and hearings were fixed for 18 September 2013, 11 October 2013, 28th of October 2013, 12th of November 2013 and 28th of November 2013 and the file was closed for non-attendance by the parties.

The matter was fixed for holding a scheduling conference on 6 February 2014 but did not proceed and due to the absence of the Defendant's Counsel as well as the absence of the Defendants. According to the affidavit of service by Kamuremere George, the court process server, the Defendant's Counsel acknowledged receipt of the hearing notice for the scheduling conference and evidence thereof was attached dated 23rd of January 2013. He however did not attend to court as scheduled. The suit was fixed for hearing on the 17<sup>th</sup> of April 2011 and hearing notice was served on the Defendant's Counsel according to the affidavit of Robinson Wamani and the acknowledgement attached shows that the Defendants Counsel received hearing notice on 17 March 2011. On 17 April 2014 the Plaintiff's Counsel appeared but neither the Defendants nor their Counsel appeared in court and the suit was adjourned for hearing on the 15th of May 2014. On the 15th of May 2014 the Plaintiff's Counsel appeared but the Defendant's Counsel was absent. He prayed for judgment on admission but the court disallowed the application and rescheduled the hearing for the 20th of May 2014 at 2:30 PM with the Defendants to be served again. On the 20th of May 2014 the Plaintiff's Counsel was present and the Plaintiff was also present. The Defendants at last were also present in court but without Counsel.

The first Defendant informed court that he had got communication about the hearing late in the evening through the second Defendant. The Plaintiff had travelled from Abuja in Nigeria and the Defendants undertook to meet the Plaintiff's travel expenses to Nigeria and back to Uganda for the next hearing in order to secure another hearing date and the suit was by consent adjourned for hearing on 27 August 2014. On 27 August 2014 the Plaintiff appeared but neither the Defendant's nor their Counsel appeared. Consequently the court granted an

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order for the suit to proceed ex parte under Order 9 rule 20 of the Civil Procedure Rules whereupon the Plaintiff testified as PW1. Secondly PW2 Mr Kasumba Francis testified. The Plaintiff's Counsel closed the Plaintiff's case and sought for time to file written submissions in a week's time whereupon an order was issued for the written submissions to be served on the Defendants who would be entitled to file submissions in reply and a schedule for submissions for both parties was given. The matter was next for mention on 25 September 2014 to give a judgement date. On that date another Counsel David Wandera of Messieurs Balondemu, Candia & Wandera Advocates appeared in court and informed the court that he had received instructions from the second Defendant to represent him. He also filed a notice of change of advocates the same day indicating that his firm had taken over the conduct of the second Defendant's defence. He informally applied to recall the Plaintiff's witness for cross examination and was directed to file a formal application and the suit was fixed for mention on 3 December 2014. On 3 December 2014 Counsel David Wandera withdrew from the conduct of the second Defendant's case on ethical grounds. Under rule 6 (4) of the Constitution (Commercial Court) (Practice) Directions Statutory Instrument - Constitution 6, where a commercial court judge has set time limits for hearing, those time limits shall be adhered to and extension granted in exceptional circumstances. When Counsel Wandera David appeared on the 3<sup>rd</sup> of Defendant he did not seek extension of time and no formal application had been filed on behalf of the second Defendant. Furthermore there was no attempt by the second Defendant to reply to the Plaintiff's written submissions. Last but not least neither the second Defendant nor the first Defendant attended court. Rule 7 of the Constitution (Commercial Court) (Practice) Directions Statutory Instrument - Constitution 6, entitles a judge at his or her instance to refuse to extend any period of compliance with an order of court. Read together with Order 17 rule 4 of the Civil Procedure Rules, the court is entitled to decide the suit forthwith for non compliance with actions necessary for further progress of the hearing. I accordingly fixed the suit for judgment on 9 January 2015, the plaintiff having proceeded ex parte and addressed the court finally on the merits of the claim in the suit.

I have accordingly considered the evidence of the Plaintiff and the written submissions of the Plaintiff's Counsel.

In the written address by the Plaintiff's Counsel the following issues are addressed namely:

1. Whether the Defendants are liable for the loss incurred by the Plaintiff?
2. Whether the Defendants committed fraud?
3. Remedies available.

The Plaintiff's testimony is that he imported goods from Malaysia in 2010 under consignment number 12579, having 20 cartoons each containing 150 boxes of Panther and 55 loose pieces of the same, 19 pieces of power stabilisers and savers 188 V. He contacted the Defendants who are clearing agents to clear the goods with Uganda Revenue Authority. On 23 April 2010 the Plaintiff paid Uganda shillings 22,185,800/= to the first Defendant for tax clearance. Surprisingly the first Defendant only paid Uganda shillings 1,750,650/= instead of 18,000,000/= which is the amount assessed by URA. Consequently Uganda Revenue Authority seized the Plaintiff's goods and auctioned them on 14 December 2011 according to the documents exhibits P9 and P10.

Counsel submitted that the liability of the Defendants has its roots from the separate undertakings executed by the Defendants. On 13 September 2011 the first Defendant made a commitment undertaking to clear the Plaintiff's consignment impounded by Uganda Revenue Authority at Nakawa warehouse up to 23 September 2011. The undertaking was admitted as exhibit P7 and the first Defendant further wrote that in case of failure to do so, the matter could be taken up at another level. Finally the first Defendant wrote that in case the goods passed onto a third party, he and the second Defendant would be liable for the value of the goods.

The second Defendant made a similar undertaking dated 13 September 2011 exhibit PE 8. Despite the two undertakings, the Defendants watched the Plaintiff incurring mega-losses to his business without action. Having properly executed the agreement/undertakings to pay namely exhibits P7 and PE 8, the Defendants

cannot run away from their liability. Counsel relies on the case of **Godfrey Magezi and Another versus Sudhir Ruparelia reported in 2001 – 2005 HCB 881** for the proposition that the court looks at the agreement to determine the intention and objective of the parties in making the agreement. The object of all construction of the terms of a written agreement is to discover there from the intention of the parties to the agreement. There was an attempt by the Defendants to deny liability in their written statement of defence that the agreements were made while in police custody. However it is the fraudulent and fake assessment the Defendant submitted that led to the false declaration. The Defendants never appeared in court to substantiate their allegations.

Whether the Defendant committed fraud?

The case of the Plaintiff is that on 23 April 2010, the first Defendant received the money from the Plaintiff of Uganda shillings 22,985,800/= through PW2 who is an account and attorney of the Plaintiff. Exhibit P2 is the evidence of the payment meant for tax clearance with Uganda Revenue Authority. Instead the goods were assessed by Uganda Revenue Authority at Uganda shillings 18,238,986/= according to exhibit P5 and P6. Surprisingly the Defendants made false declarations to customs and only paid 1,755,650/= according to exhibit P4 which led to the seizure of the goods by the revenue authority. The seizure of the goods form is exhibit P3.

Considering that the goods were duly assessed at Uganda shillings 18,238,986/=, the Defendants made a fake assessment of Uganda shillings 1,755,650/= which was clearly a fraudulent practice. The false declaration is evidenced by exhibit P4 and goes to the root of the problem. The particulars of fraud pleaded and which has been proved is that the Defendants made a false declaration to customs, Uganda Revenue Authority and then under declared the goods to URA for purposes of tax evasion. There was a forgery of statements and vouchers and forgery of an airway Bill, Uganda Revenue Authority payment voucher, forgery of Uganda Revenue Authority payment receipts and Uganda Revenue Authority release order. Further allegation of fraud is contained in the letter of the Commissioner of customs exhibit P4. Counsel further relies on the case of

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**Waimiha Sawmilling Company Ltd versus Waione Timber Company Ltd (1926) AC 101 at 106** for the proposition that fraud implies some act of dishonesty. Secondly Counsel relies on the dictionary definition in Black's Law Dictionary for the meaning of fraud. Fraud means an intentional perversion of truth for the purpose of inducing another in reliance upon it to part with some valuable thing belonging to him/her or to surrender a legal right. 'Fraudulent' means acting wilfully and with the specific intention to deceive or cheat.

#### Remedies available

The Plaintiff claims special damages of Uganda shillings 638,735,800/= which is the value of the consignment including the money given to the Defendants for payment of taxes which eventually were not paid. The testimony of the Plaintiff is that the goods were going to fetch up to 611,000,000/=. The goods include 20 cartoons each containing 150 boxes of Panther and 55 loose pieces. Each Panther costs Uganda shillings 200,000/= multiplied by 3055 pieces gives the amount of Uganda shillings 611,000,000/=. The 19 pieces of power stabilisers and servers of 188 voltage each packet costs Uganda shillings 250,000/= multiplied by 19 pieces and gives a total of Uganda shillings 4,750,000/=. Finally money received by the first Defendant for the clearance of taxes by URA was Uganda shillings 22,985,800/=.

#### General damages

The evidence of the Plaintiff is that he suffered a great loss of business expenses having imported his consignment from Malaysia. He incurred expenses to travel to and from Nigeria to Uganda to prosecute the case which led to the loss of his business and finances. On top of that he was exposed to great suffering and distress. According to **Assist (U) Ltd versus Italian Asphalt Haulage Ltd HCCS 291 of 1999**, general damages are a direct consequence of the act complained of, such a consequence may be loss of use, loss of profit, physical inconvenience, mental distress, pain and suffering. Furthermore the Plaintiff spent a lot of time and money to get justice. In the case of **AKPM Lutaya versus Attorney General CA No. 2 of 2005** Hon Justice Twinomujuni JA considered that the appellant's life had

been disorganised permanently and the Ugandan experience of chasing the proceeds of the decree for many years to arrive at substantial general damages. Counsel prayed for Uganda shillings 420,000,000/= as general damages.

Because the Defendants undertook to pay but stubbornly failed or refused to pay, and the Plaintiffs business has been put to losses for a long time, the Defendants ought to be condemned to pay aggravated and exemplary damages.

The Plaintiff further seeks interest at commercial rate from the date of seizure of the goods until full payment. Finally Counsel submitted that costs should follow the event and judgement be entered for the Plaintiff with costs.

### **Judgment**

I have duly considered the evidence adduced by the Plaintiff. The Plaintiff called two witnesses namely Kasumba Fred Cosmas as PW1 and his son Mr Francis Kasumba as PW2.

The Plaintiff's testimony is that he imported from Malaysia a consignment of goods in 2010 containing 20 cartoons each having 150 boxes of Panther and 55 loose pieces of the same, 19 pieces of power stabilisers and savers of 188 V. He contracted the Defendants, who are clearing agents to clear the goods with Uganda Revenue Authority. On 23 April 2010 the first Defendant received Uganda shillings 22,985,800/= in cash for the tax clearance. This is evidenced by the document giving the description of the goods dated 14th of April 2010 and cash payment letters dated 23rd of April 2010. These are exhibits P1 and exhibit D2 respectively. In exhibit P2 the first Defendant received Uganda shillings 22,985,800/= according to the cash payment voucher dated 23rd of April 2010.

The goods were cleared and released to the Plaintiffs custody but three days later on the 14th of May 2010 were seized by Uganda Revenue Authority due to a false declaration and the notice of seizure was admitted as exhibit P3 showing that the consignment entry number UGEBI C12579 had been seized and is liable to forfeiture in accordance with the East African Community Customs Management Act section 203 thereof. The notice is dated 14th of May 2010. By that notice



Uganda Revenue Authority wrote that the goods are liable to forfeiture. The Plaintiff was required to give notice in writing of his claim in accordance with section 214 of the East African Community Customs Management Act.

The Plaintiff produced exhibits P4 and P5 as evidence of payment by the Defendants of Uganda shillings 1,750,000/= instead of Uganda shillings 18,000,000/= which was assessed by Uganda Revenue Authority. Exhibit D4 is a customs Department single administrative document containing declaration. It shows that the names of the declarant are Inter Afrique Agencies Ltd. The goods were consigned to the Plaintiff and Uganda shillings 1,755,650/= was the total to be paid. Exhibit P5 similarly is the second page of the document. According to the Plaintiff the false declarations to customs and exercise were made by the Defendants and formed the basis of the seizure of his goods. Exhibit P6 release order shows that the goods were assessed at Uganda shillings 18,238,986/= and duly paid for. Exhibit PE 8 proves that the consignment was auctioned and Uganda Revenue Authority realised Uganda shillings 16,000,000/= from the auction.

In exhibit P7 the first Defendant on 13 September 2011 committed himself in his own handwriting to clear the Plaintiffs goods at Nakawa warehouse and that upon his failure to do so the matter shall be taken up at another level. Furthermore he wrote that in case the goods passed to a third party, he and his co-Defendant would be liable for the value of the goods which had been impounded. In exhibit PE 8 the second Defendant committed himself to clear the consignment of goods which had been impounded by Uganda Revenue Authority and upon failure to do so the matter shall be taken up at another level. He further wrote that in case the goods passed to a third party, he and the first Defendant would be liable for the value of the goods as described in the commitment letter. The commitment letter is also dated 13th of September 2011. According to exhibit P9 which is a letter from Uganda Revenue Authority dated 20th of April 2012 the consignment of the Plaintiff was impounded by enforcement and seized under section 203 and 2010 of the East African Community Customs Management Act on grounds of false declaration. Secondly in the letter addressed to the Plaintiff's lawyers, Uganda

Revenue Authority/Commissioner for customs further wrote that upon failure of the Plaintiff to settle the taxes, the goods were forwarded to a customs warehouse and duly lotted and auctioned on 14 December 2011. In exhibit P10 dated 18th of October 2013 Uganda Revenue Authority wrote to the Plaintiffs lawyers by a letter of its Manager Kampala (Customs) informing the Plaintiff that the goods had been sold for Uganda shillings 16,000,000/=.

PW2 Mr Kasumba Francis repeats the testimony of PW1 in many respects.

### **The first issue is whether the Defendants are liable for the loss incurred by the Plaintiff?**

The evidence I have reviewed above and specifically exhibit P7 and PE 8 in which the Defendants undertook to clear the goods or upon the goods passing to a third party, to be liable for the value of the goods establishes the liability of both Defendants. Consequently the first issue is answered in the affirmative. The first and second Defendants are jointly and severally liable for the loss incurred by the Plaintiff occasioned by the auctioning of the Plaintiff's goods to a third party on 14 December 2011.

### **Whether the Defendants committed fraud?**

Resolving this issue is superfluous because the Defendants agreed that they would be liable if they failed to clear the goods by 23 September 2011 after the alleged fraud. The reason given by Uganda Revenue Authority for the impounding of the goods is that there was a false declaration and undervaluing of the goods. The declarations were made by the Defendants who were instructed by the Plaintiff to clear his goods. Secondly the fraud was committed against Uganda Revenue Authority which impounded the goods after discovery of under declaration of the value of the goods.

The Plaintiff paid according to exhibit P2 Uganda shillings 22,985,800/= and it was received by the first Defendant. According to exhibit P6 the goods were assessed for taxes at Uganda shillings 18,238, 986/=. There was a purported payment at Stanbic bank Uganda, Entebbe Airport Branch dated 26th of April 2010 indicating

that money was collected from the taxpayer/Plaintiff. However the basis for impounding the goods was that there was a false declaration and the actual payment made appears in exhibit P4 and is Uganda shillings 1,750,650/=.

The goods had been released to the Plaintiff on the basis of the misrepresentation that due taxes had been paid according to exhibit P6. Coupled with the undertaking of the Defendants accepting responsibility to again clear the same goods according to exhibit P7 and PE 8, the Plaintiff has met the standard required to prove fraud. The Plaintiff lost the goods on account of the dishonest activities of the Defendants after the Plaintiff had clearly paid sufficient money to clear the goods as assessed by Uganda Revenue Authority. The Defendants purported to have cleared the taxes using documents not accepted by Uganda Revenue Authority and the goods were impounded after they were released to the Plaintiff on the strength of an alleged clearance of due taxes by the Defendants. Issue number two is answered in the affirmative. The Defendants committed fraud by purporting to clear the goods after payment of taxes worth Uganda shillings 18,238,986 they had got from the Plaintiff whereas they only paid Uganda shillings 1,750,650/= leading to the impounding of the goods for false declaration.

### **Remedies of the Plaintiff**

I have carefully considered the prayer for a total of **Uganda shillings 638,705,800/=** being the value of the goods as well as the money paid to the Defendants to clear the goods.

The testimony of the Plaintiff is that the consignment contained 20 cartons each having 150 boxes of Panther and 55 other loose items of Panther. The 20 cartons have 3000 pieces together with the 55 items. Each item of Panther Fuel Saver costs Uganda shillings 200,000/= which gives a total of Uganda shillings 611,000,000/= as the value of 3055 items of the goods at current market prices. The evidence is corroborated by PW2. The Plaintiff was obliged to pay taxes and pay for the services of the Defendants as well and cannot recover the Uganda shillings 22,985,800/= paid for clearance of the goods.

In the absence of any contrary evidence, the Plaintiff is entitled to the value of the goods of Uganda shillings 611,000,000/= which is hereby awarded to the Plaintiff.

General damages.

The Plaintiff sought general damages for inconveniences suffered. The inconveniences prayed for include loss of business. However no evidence of the nature of the Plaintiffs business and the rate of turnover was adduced in evidence. The Plaintiff has already been awarded the value of the goods lost due to the action of the Defendants.

According to Halsbury's laws of England fourth edition volume 12 paragraphs 941 at page 391 the normal function of damages for breach of contract is compensatory. Damages are awarded to compensate the innocent party and repair his actual loss. The innocent party is placed in the same position, so far as money can do, as if the contract had been performed. In the case of **Johnson and another v Agnew [1979] 1 All ER 883** Lord Wilberforce states the general principle for the assessment of general damages at page 896 when he said:

“The general principle for the assessment of damages is compensatory, i.e. that the innocent party is to be placed, so far as money can do so, in the same position as if the contract had been performed.”

There is no evidence to suggest that the Plaintiff normally carries on the business of sales of such equipment as was auctioned. In this case the Plaintiff would have sold the goods if it had not been auctioned. The value of the goods at market rates has been awarded. In the circumstances the substance of the Plaintiffs claim for damages is loss of income which in the absence of evidence cannot be awarded.

As far as inconveniences to and suffering of the plaintiff are concerned, I would award the Plaintiff Uganda shillings 20,000,000/=. Travel expenses are recoverable expenses in pursuit of hearing in the taxation of costs and will be considered by the taxing master.

The Plaintiff further sought aggravated or exemplary damages. Counsel suggested that because the Defendants had admitted liability and undertaken to compensate the Plaintiff, by not meeting their obligations under the undertaking, in that they had stubbornly failed or refused to do so and the Plaintiffs business has been riddled for a long time with losses, he submitted that the Plaintiff would be entitled to exemplary damages and aggravated damages. I do not agree

Exemplary damages are defined by **Osborn's Concise Law Dictionary** as damages awarded in relation to certain tortuous acts (such as defamation, intimidation and trespass) but not for breach of contract. The principles for the award of exemplary damages were considered by the East African Court of Appeal in the case of **Obongo and another v Municipal Council of Kisumu [1971] 1 EA 91** per Spry VP at page 94 giving with approval a summary of the principles in **Rookes vs. Barnard [1964] A.C. 1129**. The definition agrees with the definition in Osborn's Concise Law Dictionary that exemplary damages are awarded for certain tortuous acts. The Plaintiffs cause of action in this suit is for breach of contract of an undertaking and not tort and exemplary damages cannot be awarded.

As far as aggravated damages are concerned, the common law can be found in **Halsbury's laws of England fourth edition volume 12 paragraphs 811**:

"In certain circumstances the court may award more than the nominal measure of damages, by taking into account the Defendant's motives or conduct and such damages may be either aggravated damages which are compensatory in that they compensate the victim of a wrong for mental distress, or injury to feelings, in circumstances in which the injury has been caused or increased by the manner in which the Defendant committed the wrong, or the Defendant's conduct subsequent to the wrong."

What the Defendant's did was not to fulfil their undertaking. There is no evidence of any other action they committed against the Defendant other than fraud against the URA and the Plaintiff's remedy against the plaintiff only lies in breach of contract. I decline to award aggravated damages.

The Plaintiff seeks interest on the awards at commercial rate from the date of seizure of the goods until payment in full as prayed for in paragraph 8 (d) of the plaint. The goods were seized according to exhibit P3 on the 14th of May 2010. However the Defendant undertook to have the goods released by 23 September 2011. The main basis of liability in this suit is breach of that undertaking.

Under section 26 (2) of the Civil Procedure Act, the court has discretion where a decree is for the payment of money, to order interest at the rate which the court deems reasonable to be paid on the principal sum adjudged from the date of the suit to the date of the decree in addition to any interest adjudged on such principal sum from any period prior to the institution of the suit and also to order further interest at a reasonable rate on the aggregate sum so adjudged from the date of the decree to the date of payment or to an earlier date as the court deems fit.

In this case interests shall be awarded from October 2011 up to the date of the filing of the suit and from the filing of this suit up to the date of judgement at the rate of 21% per annum.

The Plaintiff is further awarded interest at the rate of 14% per annum from the date of this judgment till payment in full.

As far as costs are concerned, costs shall follow the event and the Plaintiff is awarded costs of the suit.

Judgment delivered in open court on 9 January 2015

**Christopher Madrama Izama**

**Judge**

**Judgment** delivered in the presence of:

Patrick Kasumba for the plaintiff

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Fred Kasumba attorney of plaintiff in court

Defendant and advocates are not present.

Charles Okuni: Court Clerk

**Christopher Madrama Izama**

**Judge**

**9/01/2015**