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**THE REPUBLIC OF UGANDA**  
**IN THE HIGH COURT OF UGANDA AT KAMPALA**  
**[COMMERCIAL COURT]**  
**CIVIL SUIT No. 881 OF 2014**

**JOHN CHRYSOSTOM NSEREKO ::::::::::::::::::::::::::::::::::: PLAINTIFF**

10

**VERSUS**

**KASIGWA JEREMIAH ::::::::::::::::::::::::::::::::::: DEFEDANT**

**BEFORE: HON. MR. JUSTICE B. KAINAMURA**

**JUDGEMENT**

The plaintiff sued the defendant seeking for recovery of a sum of USD 79,155.84, a balance  
15 of UGX 12,807,113/= on the first instalment as the outstanding balance on the construction  
works rendered to the defendant, interest thereon from the date of default till payment in full.

The facts constituting the cause of action as set out in the plaint are that on the 31<sup>st</sup> March  
2013 the plaintiff was contracted by the defendant to construct a three storied building on  
Plot 6225 Block 244 Kyadondo Muyenga Kironde Road Kampala at an agreed cost of UGX  
20 950,823,100/=.

That under the terms of the contract, the construction was to commence on the 2<sup>nd</sup> day of  
April 2013 and the completion time was 275 working days. At the execution of the  
agreement, the defendant was to pay the plaintiff 40% as the 1<sup>st</sup> instalment on the contract  
price, the 2<sup>nd</sup> and the 3<sup>rd</sup> instalment of the 25% and 30 % were to be paid as per variations and  
25 the last instalment of 5% was to be paid after 6 months of completion.

The defendant paid the plaintiff 2 instalments. In December 2013, the defendant requested for  
the 3<sup>rd</sup> instalments to enable him complete the work as per the contractual terms, but the  
defendant did not reply neither did he give him the money.

That on 2<sup>nd</sup> March 2014, the defendant terminated the contract and with the aid of police,  
30 forcefully evicted the plaintiff and his workers from site without paying him for the work.

The plaintiff contends that the defendant bleached the contract by not paying the 3<sup>rd</sup>  
instalment. That he had picked construction materials from suppliers on credit some of whom  
he had given post dated cheques in hope to pay them after the defendant had paid the 3<sup>rd</sup>

instalment. The plaintiff further contends that he is entitled to full payment for the work done and is entitled to the USD 79,155.84.

In his defence, the defendant alleged that the plaintiff defrauded him and made it appear that the defendant was contracting with the firm of experts in construction of buildings known as  
5 Kakitech Builders and Renovators whereas not.

The defendant further counter claimed against the defendant seeking UGX 55,906,302/= being the sum paid to the plaintiff together with interest there on at 26% per annum, UGX 14,000,000/= which was payment for pre –construction arrangements together with interest  
10 there on at 26% per annum; UGX 80,331,032/= being required to be put right what has been done wrongly; the sum of at rate equivalent to USD 1000 per apartment per month being the monthly rent lost for non-compensation of the suit premises from 25<sup>th</sup> April 2013 till such a time as to when the suit premises are completed.

The counter claimant further claims general damages from the plaintiff and costs of the counter claim.

#### 15 **Issues for resolution**

1. Whether there is a contract between the parties
2. If so, who of the parties breached the contract
3. Whether the defendant can recover any reliefs from the counter claim.

#### ***Issue One: Whether there is a contract between the parties***

20 The plaintiff averred that he entered into a contract with the defendant on 31<sup>st</sup> March 2013 for the construction of a three storied commercial building on plot 6225 Block 244 Kyadondo Muyenga, Kiranda road Kampala at an agreed cost of UGX 950,823,100/=.

The defendant on the other hand stated that the plaintiff has no cause of action against him as the construction contract was between the defendant and the firm of Kakitech Builders and  
25 Renovators.

The resolution of this issue revolves around the interpretation of the contract agreement [PEX 1]. The introductory part of the agreement reads;

*“This agreement is made the 31<sup>st</sup> day of March 2013 between Mr. Kasigwa Jeremiah of P.O. Box 8063 Kampala [herein after referred to as the client of the one hand]*

*and Mr. John Chrysostom Nsereko of Kakitech Builders of P.O Box 34017 Kampala [herein after referred to as the contractor] on the other hand”.*

This shows that the contract was executed between Mr. Kasigwa Jeremiah [the defendant] and Mr. Chrysostom Nsereko [the plaintiff]. If indeed the defendant as he claims intended to have contracted with the alleged company, then the name of the company instead of Mr. John Chrysostom Nsereko should have been what was written on the part of the contractor, and not used as an address of the contractor.

It is a fundamental principle of law that a Company is a legal entity with separate legal personality separate to that of the owners, members, or shareholders. As a separate entity the company is different from the directors, employees and shareholders. If the defendant sought to contract with the company as he alleges, then the agreement ought to have been between him and the company and not between him and the plaintiff.

I also note that it was the plaintiff in the capacity of a contractor and the defendant in the capacity of a client that signed the contract. The defendant tendered in evidence [DX 7] which was ostensibly sealed/stamped with the company stamp which was disputed by the plaintiff who tendered in evidence same agreement [PEX1] which bore no company stamp. In my view the determining factor is who were the parties to the agreement which as seen above was the plaintiff and the defendant.

Further, Clause 3 of the agreement states the account on which the payments should be effected and the title of the account was in the names of John Chrysostom Nsereko and not in the names of the company that the defendant states to have contracted with. Indeed, the defendant made the payments of the first installments into the plaintiff’s personal account.

I have also considered the termination letter issued by the defendant, [plaintiff’s Exhibit 9]. It was addressed to the plaintiff in his personal capacity. If the defendant had intended to contract with the company, then the termination letter would be addressed to the company and not the plaintiff. I find that the defendant’s allegation that he contracted with the company and not the defendant is an afterthought.

In conclusion therefore, I find that the contract was executed between the defendant and the plaintiff. Accordingly issue one is answered in the affirmative.

**30 Issue two;                      Who of the parties breached the contract**

The plaintiff contended that the defendant breached the contract in four ways;

5 Firstly, that the defendant failed to pay the 1<sup>st</sup> installment of 40 percent of the contract price in time and in full. Secondly, that the defendant failed to pay the 3<sup>rd</sup> installment when the plaintiff demanded for it in december. Thirdly, that the defendant terminated the contract agreement without following the agreed procedures in the contract. The plaintiff averred that the parties agreed that incase of disputes, they shall amicably settle the dispute and appoint an independent arbitrator. Counsel for the plaintiff averred that that should have been done before terminating the contract.

10 On the other hand, the defendant contended that the plaintiff grossly breached the contract to the detriment of the defendant. The defendant stated that the work carried out by the defendant was of very poor workmanship and did not comply with the bill of quantities. That the plaintiff changed the scope of work without prior consultation with the defendant thereby increasing the cost. That there was absence of expertise and lack of professionalism in executing the works. That the plaintiff was not using the money paid for the works but rather  
15 using it on his personal ventures, which led the works not to be completed within the set 275 working days.

Breach of a contract was defined in ***Ronald Kasibante Vs Shell Uganda Ltd HCCS No. 542 of 2006 [2008] ULR 690*** where court stated that:-

20 *“Breach of contract is the breaking of the obligation which a contract imposes which confers a right of action for damages on the injured party...”*

**Black’s Law Dictionary 8<sup>th</sup> Edition** at page 200; defines breach of contract as:

*“Violation of contractual obligation by failing to perform one’s own promise, by repudiating it or by interfering with another party’s performance”.*

25 Legally, one party's failure to fulfill any of its contractual obligations is known as a breach of the contract. Depending on the specifics, a breach can occur when a party fails to perform on time, does not perform in accordance with the terms of the agreement, or does not perform at all.

The plaintiff contends that the defendant failed to pay the contract price in time. According to the plaintiff, under the contract agreement of 31<sup>st</sup> March 2013, 40% of the contract price was

supposed to be paid at the execution of the contract. However, the plaintiff received the 1<sup>st</sup> installment on 5<sup>th</sup> April 2013 of USD 146,168.

In the RTGs application form dated 3rd April 2013, [PEX 3] it's clear that the applicant had made an application to KCB bank to transfer USD 146,168 to the plaintiff's account.  
5 However there seems to have been a snag because the following day, the defendant's mother wrote to the bank amending the account number. Ultimately, the plaintiff received the money on the account and the construction commenced. Although the snag delayed the starting of the construction works, it cannot be said that the plaintiff suffered loss due to the delay.

The plaintiff further contends that the defendant paid less than the agreed 40%. According to  
10 the contract, the parties agreed that the contract price was to be UGX 950,832,100/= and that the first installment should be in 40% of the contract price. In the agreement, the contract price was in shillings. According to PW1, (the plaintiff) the defendant asked him to open up a dollar account that he wanted to pay him in dollars. However, this was not reflected in the contract as the contract price is in Uganda shillings. I am aware of the fact that the dollar rate  
15 in banks varies from day to day and it's subject to many variables including the different rate offered by Forex Bureaus. . What is clear is that the RTGs reflect that the defendant paid the agreed sum in dollars. As a matter of fact, the plaintiff went ahead and started the construction works. I agree with Counsel for the defendant, if the plaintiff wanted a better rate, he would have withdrawn dollars from his dollar account and looked for a better rate,  
20 maybe even higher than what he had bargained for.

In conclusion therefore, I find that the defendant though he transferred the funds later than the agreed time, the plaintiff received the money and the construction commenced. I am of the view therefore that this was not a breach that went to the root of the contract.

The plaintiff further contended that the defendant breached the contract by failing to pay the  
25 3<sup>rd</sup> instalment when demanded. The plaintiff stated that both parties agreed that the 3<sup>rd</sup> installment of 30% was not paid to the plaintiff. According to PW1 in his evidence, the 3<sup>rd</sup> installment was due in december 2013 after the second installment was used up. That the defendant told him to keep working as he organizes himself.

In his first letter to the defendant, dated 27<sup>th</sup> December 2013, [PEX 5], the plaintiff wrote to  
30 the defendant requesting for the payment of the 3<sup>rd</sup> instalment which was 30 % of the contract price. In his letter, he indicated the progress of the work noting that Internal and external plastering was 95% covered; electrical installation and water system plumbing was 75%

covered. Further, in the proposed works to be done, the plaintiff indicated electric installation, splash apron and ramp, roller shutters, external plaster, undercoat, among others. This means that the work was not yet finished.

In yet another letter dated 10<sup>th</sup> February 2014, [PEX 8], the plaintiff wrote to the defendant reminding him of the 3<sup>rd</sup> instalment. According to the plaintiff, 80% of the work was done and the payment of the 3<sup>rd</sup> instalment was key to the finishing of the work done.

On 2<sup>nd</sup> March 2014, the defendant wrote to the plaintiff terminating the contract on grounds that several works are lagging behind with several cases of poor workmanship with no hope of completing the project by the planned handover date of March 31<sup>st</sup> 2014. He attached pictures showing poor workman ship, no wiring, incomplete wiring, stair case with no plastering, incomplete drainage works among others.

However, i note that the issues of wiring and plastering per the progress report were 75 percent and 95 percent covered. The plaintiff had not finished the works by the time the defendant terminated the contract.

The contact imposed on the defendant a duty to pay the contract price. As far as the 3<sup>rd</sup> instalment is concerned, the defendant was supposed to pay it in December 2013. It is clear that the plaintiff wrote to the defendant twice and there is no evidence that the defendant ever paid the money. On a contrary, the defendant wrote to the plaintiff in March 2014, that is three months after the due date of payment of the 3<sup>rd</sup> Instalment complaining that the defendant was lagging behind and he terminated the contract.

I note that most of the works that the defendant complained of like no wiring and plastering were some of the works pending by the time the 3<sup>rd</sup> instalment accrued. Works like bugler proof, mosquito net are final touches which the defendant was not given both the time and the money to do.

PW1 in his testimony stated that before the contract was terminated, he picked building materials from suppliers on credit hoping to pay them back once the defendant paid the 3<sup>rd</sup> instalment. In fact the plaintiff wrote to his bank telling them that he issued post dated cheques to his suppliers in anticipation that the defendant would pay the money and he clears the suppliers [PEX 28]. However the money was not forth coming so he wrote asking that the cheques be stopped and accepted at a much later date when the money is paid.

PW1 further stated that when the cheques were stopped, he borrowed money from money lenders and latter because the money never came, he sold one of his properties. Evidently, the defendant suffered damage because of the plaintiff's failure to honour his contract obligation to pay the 3<sup>rd</sup> instalment.

- 5 On this point therefore, I find that the defendant breached the provision of the contract not to pay the 3<sup>rd</sup> instalment per the variations.

The plaintiff further contended that the defendant breached the contract without following the agreed dispute resolution procedures in the contract.

- 10 Clause 7 of the contract provided for dispute resolution and stated that in case of any disputes, the dispute shall be settled amicably or appoint an independent arbitrator. According to Pw1's testimony, he approached the Centre for Arbitration and Dispute Resolution to appoint an arbitrator. The parties settled on two people who declined to arbitrate the matter because of conflict of interest and lack of technical knowledge in the matter. There was no further pursuit of this option and the plaintiff instead instituted a suit  
15 against the defendant.

The terms of the agreement are very clear that the parties had to firstly settle the matters amicably. There is no evidence on record that the defendant sought to settle the matter amicably. In his termination letter, [PEX 9] he stated that;-

- 20 *“several meeting were held in December 2013 and January 2014 in which I implored you to close the gap and catch up with the site works. I was given assurance that you would make all efforts to adhere to the new completion date of March 31<sup>st</sup> 2014... however, to-date, several works are lagging behind with several cases of poor workmanship and no hope of completing the project by the planned handover date of march 31<sup>st</sup> 2014”.*

- 25 I note that the contract was terminated on 2<sup>nd</sup> March 2014, way before the proposed date of completion. I also note that the defendant had not paid the 3<sup>rd</sup> instalment which was long overdue. However, he wanted the project completed in less than a months time when he himself had not fulfilled his side of the bargain. He did not wait for the proposed date of completion neither did he pay the money he was required to pay before the completion of the  
30 works.

He complained of poor workmanship and in fact attached pictures showing this state of affairs to the letter of termination. This shows that he never sought to resolve the issues amicably. He simply terminated the contract. Further, I note that there was no arbitration proceedings, since the two arbitrators sought declined. The contract term was clear that there should be an appointment of an independent arbitrator and failure to do so was a breach.

On this issue, I find that the parties breached the contract in not pursuing arbitration first.

The defendant contended that the plaintiff breached the contract. According to the defendant, the building was not finished in the stipulated time. It was a contractual term that the construction should be completed within 275 working days.

However, Pw1's evidence showed that there were factors that led to the delay in execution of the contract. According to PW1, he received the money on 5<sup>th</sup> April 2013, because the defendant's mother had made a mistake in the account number. This contributed to the delay in the kick starting the works.

Further, on 23<sup>rd</sup> April 2013, KCCA wrote to the defendant requiring him to halt the construction as he waits for the approval of the drawings [DEX 12]. This was shortly after the work had kicked off. The plaintiff did not resume work until 30<sup>th</sup> June 2013. These factors which were not under the control of the plaintiff led to the delay in the construction work.

Further, in his termination letter, the defendant stated that he was notified of a new handover date which was 31<sup>st</sup> March 2014. There is no evidence that the defendant objected to the new hand over date. However on 2<sup>nd</sup> march 2014 the defendant went ahead and terminated the contract well before the proposed new handover date.

Under the circumstances, it cannot be said that the plaintiff breached the contract by not finishing the construction in the stipulated time per the contract agreement.

In conclusion therefore, I find that the defendant breached the contract.

#### **Judgement on the counter claim.**

The defendant counter claimed against the defendant seeking UGX 55,906,302/= being the sum overpaid to the plaintiff on the first and second instalment together with interest there on at 26% per annum, UGX 14, 000,000/= which was payment for pre – construction arrangements together with interest there on at 26% per annum; UGX 80,331,032/= being sums required to put right what had been done wrongly; the sum of USD 1000 per apartment



per month being the monthly rent lost due to non completion of the suit premises from 25<sup>th</sup> April 2013 till such a time as to when the suit premises are completed.

The defendant averred that he paid UGX 14, 000,000/= to the plaintiff in three instalments for pre-construction arrangements which were architectural drawings, structural drawings, surveying report, soil test report and approval of drawings by KCCA, all of which were never provided by the plaintiff.

The receipts show that the money was paid on 2<sup>nd</sup> February 2013 prior to the execution of the contract. The plaintiff paid for architectural and structural drawing, survey report, soil text report and approval of drawings by KCCA. [DEX 3, DEX 4, DEX 5] the defendant seeks the refund of this money because according to him, none of what he paid for was provided by the plaintiff.

In his testimony, the defendant stated that he worked with Mr. Kawuma on the adjustments to the building designs. I have considered DEX 13, a payment receipt by KCCA for the approval of building plans, dated 9<sup>th</sup> April 2013, I have also considered DEX 14, which are copies of the building plans which bear a stamp of KCCA. Plans Registry dated 11<sup>th</sup> April 2013. I have also considered DEX 16, which is the notification to deferment of the development permission. DEX 16 states that the application dated 11<sup>th</sup> April, 2013 to develop parcel/plot No. 6225 Bk 244 situated in Kisugu, Makindye division was deferred for reasons stated therein. These all imply that the plaintiff actually made the application for approval to KCCA. This was done on 11<sup>th</sup> April 2013.

KCCA first wrote to the defendant on 23<sup>rd</sup> April requiring him to halt the construction as he waits for the approval of the drawings.

DEX 15 shows that later KCCA wrote to the defendant on 6<sup>th</sup> April 2013, informing him that his application dated 11<sup>th</sup> April was considered on 3<sup>rd</sup> May, 2013 by the Physical Planning Committee and the committee deferred the application subject to the fulfilment of certain conditions which among others included submitting a copy of the approved plan for the existing structure. These were factors beyond the plaintiff.

The defendant cannot therefore claim that the plaintiff did not provide what he paid for. There is evidence that he made the application which was deferred for reasons stated therein. The question is-were the reasons for the differement due to the plaintiff failure to carry out what he was contracted to do. I belief not.

The defendant further asserted that the plaintiff had only completed 58% of the work which was worth UGX 549,256,600/= including the acceptable variations yet the plaintiff had received 60% of the funds totalling to UGX 605, 164,902/= [DEX 8].

I have considered the evaluation report (DEX 27) and the bill of quantities (DEX 8).  
5 According to the valuer Solomon Kagia [DW2] the evaluation was undertaken in two stages, the first stage was reviewing site photos taken on the day of termination and the second stage was to visit the site to carry out site measurements which was for purposes of carrying out a detailed computation of the work done to ascertain the value expended. The report is dated 25<sup>th</sup> January 2016. This shows that the exercise was carried out two years after the  
10 termination of the contract.

I have also considered DEX 33, the occupation permit granted to the defendant by KCCA. The permit was granted on the 15<sup>th</sup> August 2016, in cross examination, the defendant stated that he applied for the permit in January 2016. The assumption therefore is that by January 2016, the building was ready for occupation. This is about the same time that DW2 carried  
15 out the evaluation of the work done.

In his testimony, DW2 stated that he received instructions in April 2014 and went to the site to see the state of the work done; however, there is no report to that effect. The only report of his evaluation was dated 25<sup>th</sup> January 2016. The implications therefore are that DW2 made his evaluation basing on the pictures that he stated were taken by the defendant at the time of  
20 evaluation. While the report suggests that there was a site visit, the evidence on record suggests that by the time of the alleged site visit by DW2, the building was completed and ready for occupation. DW2 stated that he went to see the building after the contract was terminated but there is no evidence to support this. There is no report done in 2014 at the time of termination.

25 I am of the view therefore that DW2 based his evaluation on photos, and if at all he visited the site in 2014, there is no evidence on record to back this. In conclusion therefore, I find that the defendant has failed to prove to the satisfaction of court the figures claimed and I disallow the amount claimed both on the sum allegedly overpaid to the plaintiff and the sums required to put right what had not been done properly.

30 In the conclusion therefore, the claim for sums required to put right what had been done wrongly fails and sums alleged to have been over paid fails.

The defendant also claimed the sum of USD 1000 per apartment per month being the rent lost for the non-completion of the suit premises from 5<sup>th</sup> April 2013.

In his termination letter [PEX 9] the defendant stated that, “*I was given assurance that you would make all efforts to adhere to the new completion date*”. This in a sense means that the plaintiff had proposed a new date of completion which the defendant had agreed to. However, before the agreed date, the defendant terminated the contract. It therefore cannot be said that the plaintiff did not finish the construction of the building in the stipulated time because the defendant did not give him the opportunity to do so. In the circumstance therefore, this claim fails as well.

10 **Issue Four;                   What remedies are available to the parties**

On issue of remedies available to the parties, the **Contracts Act in section 61(1)** provides that the party who suffers the breach is entitled to receive from the party who breaches the contract compensation for the loss or damage caused to him or her. I have already found that the defendant breached the contract when he failed to pay the 3<sup>rd</sup> installment when due and when he failed to follow the procedure for dispute resolution laid down in the contract.

The plaintiff sought for the following remedies;

1. Recovery of USD 79,155.84 and a balance of UGX 12,870,113/= on the first instalment.

20 The plaintiff contends that 40% of the contract price of UGX 950,823,100/= is UGX 380,329,240/= that since they received 367,466,352/= for the 1<sup>st</sup> instalment, they demand a balance of UGX 12,862,888/=. He based his calculations on the different dollar rates. I have already held that the parties agreed to effect payments in dollars and that the dollar rate varies from time to time. What matters is that the defendant paid the agreed dollars. It was up to the plaintiff to either bargain for a better exchange rate in his bank or withdraw the dollars and look for a better exchange rate. This claim therefore fails.

The plaintiff further seeks the recovery of USD 79,155.84 being the outstanding balance of the work rendered to the defendant. The plaintiff contends that by the evaluation claim PEX 27, he had done work totalling to 80% by the time the contract was terminated. He thus avers that 80% of the contract price equals to UGX 950,823,100/= he thus claimed for the balance

The issue for determination here is whether the plaintiff had done a substantial work prior to termination of the contract by the defendant.

In *Bolton Vs Mahadeva [1972] 1 WLR 1009* court observed (at page 1013), that in considering whether there was substantial performance, it is relevant to take into account both  
5 the nature of the defects and the proportion between the cost of rectifying them and the contract price.

In the instant case, the plaintiff in PEX 25 demonstrated the various stages he undertook to construct the building from site excavation, digging the foundation, to the completed skeletal structure. The plaintiff further in picture 9 of PEX 25 showed aluminum fitting and  
10 undercoat, roller shutter, door jam plates, electricity wiring and internal undercoat. In picture 10, of PEX 25 the plaintiff showed external undercoat and glasses fitted in all aluminum fittings.

On the other hand, the defendant complained of defects particularly of poor workmanship on the terrace, Stair cases lacking finishes and brustrading, no wiring, incomplete plastering,  
15 drainage works not complete, no paint on the roller shutter, no mosquito nets and bugler proofing which the parties agree are finishing touches. From the evidence before me, especially the pictures taken by both parties, I find that the plaintiff substantially performed the contract.

It is noteworthy that the defendant terminated the contract before the stipulated time of  
20 completion by the plaintiff. I also note that the defendant did not prove to this court how much he spent on clearing the defects. In my view, what the defendant complained of were works the defendant was not given a chance to finish.

According to the plaintiff, he received a total sum of UGX 605,164,902/= and thus demands the balance representing 80% of the work which i have found he had accomplished. 80% of  
25 the work would come to UGX 760,658,480/= and since the plaintiff has already been paid UGX 605,164,902/= he is entitled to a balance of UGX 155,493, 578/=. This sum will attract interest of 18% per annum from the date the contract was terminated till payment in full.

### **General damages**

General damages are such as the law will presume to be the direct natural probable  
30 consequence of the act complained of. The character of the acts themselves, which produce the damage, the circumstance under which these acts are done must regulate the degree of

certainty and particularity with which the damage done ought to be stated and proved. As much, certainty and particularity must be insisted on, both in pleading and proof of damage; as is reasonable, having regard to the circumstances and to the nature of the acts themselves by which the damage is done. To insist upon less would be to relax old and intelligible principles and to insist upon more would be in vain (see *Storms Bruks Aktie Bolay Vs John & Peter Hatarison [1905] AC 515*)

From the evidence on record, the defendant claims he borrowed money to clear the debt he owed to the suppliers after he stopped the bank from honouring the post dated cheques he had issued out in anticipation of payment of the 3<sup>rd</sup> instalment by the defendant. There is also evidence that he sold his property on 20th March 2014, shortly after the termination of the contract.

The plaintiff prayed for a sum of UGX 25,000,000/= on loss of business upon termination of the contract by the defendant. The plaintiff avers that he sold his property where he was collecting monthly rentals and thus lost earnings per month. In my view the sale of house due to the breach of contract by the plaintiff is remote and accordingly not recoverable.

The plaintiff also sought for general damages for inconveniences, disturbances and psychological torture. The plaintiff averred that he was inconvenienced by the defendant's failure to pay the 3<sup>rd</sup> instalment which made him get building materials on credit. Taking all the circumstances into consideration i am awarding the plaintiff general damages of UGX 50,000,000/=. This sum will attract interest of 15% per annum from date of this judgment till payment in full.

The defendant will pay costs of the suit.

In the result judgment is entered for the plaintiff in the following terms.

1. UGX 155,493,578/= being the balance still outstanding from the work he had done.
2. UGX 50,000,000/= being general damages.
3. Sum in (1) to attract interest of 18% p.a from date of termination of contract till payment in full.
4. Sum in (2) to attract interest of 15% p.a from date of judgment till payment in full.
5. Costs of the suit.

I so order

**B. Kainamura**  
**Judge**

5 **14.06.2018**