



20 According to the Plaintiff, under the Share Sale Agreement, the Defendant was required to cede and transfer 15% shareholding upon execution of the Agreement and confirming payment of the first instalment.

The Plaintiff in his pleadings and evidence adduced in Court avers that he paid the first instalment in the sum of US\$ 50,000 (Fifty Thousand United States Dollars) and secured Letters of Credit for US\$ 37,500 (Thirty-Seven Thousand  
25 Five Hundred United States Dollars) leaving an outstanding balance of US\$ 212,500 (Two Hundred Twelve Thousand Five Hundred United States Dollars). However, the Defendant did not transfer the shares as agreed in the sale Agreement despite the plaintiff's numerous demands and reminders.

The Defendant Company, in its written statement of defence and evidence  
30 adduced in Court denied the claims raised by the Plaintiff and contended that the Plaintiff did not comply with the terms of the Shares Sale Agreement.

According to the Defendant the agreed purchase price was US\$ 300,000 and the payment plan was for four instalments from June 2015 to April 2016 as hereunder;

- 35
- i) US\$ 70,000 (between June to July 2015)
  - ii) US\$ 80,000 (between August to October 2015)
  - iii) US\$ 75,000 (between November 2015 to January 2016)
  - iv) US\$ 75,000 (between February to April 2016)

The Defendant contends that for the 1<sup>st</sup> instalment, the Plaintiff paid US\$ 50,000  
40 which was less than the agreed amounts to be paid as a first instalment. The

letters of credit obtained by the Plaintiff of US\$ 37,500 was paid four months past the agreed time frame. That the Plaintiff continued to breach the terms of the contract despite reminders from the Defendant urging him to comply. That the failure by the Plaintiff to make good on his obligations led the Defendant to  
45 face a financial crisis due to the pending shipments and the refusal by the Plaintiff to pay the instalments as agreed.

In further response to the Plaintiff's suit, the Defendant raised a counterclaim in which it seeks general damages, nominal damages of US\$ 212,500 (Two Hundred Twelve Thousand Five Hundred Only United States Dollars) for loss of business  
50 when the Plaintiff/Counter Defendant failed to meet his obligations of the payment plan, interest, and costs of the counterclaim.

At the hearing of this matter, the Plaintiff was represented by **Counsel Festo Tindyebwa and Patrick Kabagambe while the Defendant was represented by Counsel Kebba Nicholas.**

55 The Plaintiff gave his evidence in chief through a witness statement upon which he was cross examined. The defendant's witness Thomas Kjellgren also gave his evidence in chief through a witness statement and was accordingly cross examined.

### **Evidence**

60 **David Nsiyona, (PW1)** testified that on 13<sup>th</sup> June 2015, he entered into an Agreement with the Defendant for the sale/purchase of 15% of the shares in the Defendant Company at a consideration of US\$ 300,000 (United States Dollars



Three Hundred Thousand). It was agreed that the consideration was to be paid in 4 instalments by way of direct bank transfer as follows;

- 65
- i) US\$ 70,000 between June to July 2015
  - ii) US\$ 80,000 between August to October 2015
  - iii) US\$ 75,000 between November 2015 to January 2016
  - iv) US\$ 75,000 between February to April 2016

70 PW1 stated that under the Agreement, the Defendant was required to cede and transfer 15% shareholding upon execution of the Agreement and confirming payment of the first instalment. On 23<sup>rd</sup> June 2015 PW1 paid the first instalment in the sum of US\$ 50,000 and on 8<sup>th</sup> October 2015 he secured Letters of Credit for US\$ 37,500 leaving an outstanding balance of US\$ 212,500.

75 The Defendant acknowledged receipt US\$ 50,000 and the Letters of Credit in the amount of US\$37,500.

PW1 also testified that the Defendant had an obligation to transfer the 15% of the shares since he had cleared the 1<sup>st</sup> instalment. The Defendant did not make the transfer of shares as agreed despite the Plaintiffs requests. PW1 requested the Defendant Company to refund to him US\$ 87500 which he had paid but the 80 Defendant refused and neglected to do so. PW1 further stated that the Defendant Company has held onto his money since October 2015 and that he has neither received a return on investment nor had his shares transferred to him. In his evidence in chief, PW1 acknowledged that whereas the Agreement between him and the Defendant was not fully executed, money was received and

85 acknowledged by the Defendant. He stated that there is no legal basis to hold onto his money and that the same should be refunded to him. That as a result of the conduct of the Defendant he has suffered and continues to suffer great loss, inconvenience, and damages.

**Thomas Kjellgren (DW1)**, the Director of the Defendant Company testified that 90 on 13<sup>th</sup> June 2015, the Defendant Company entered into an Agreement with the Plaintiff for the sale of 15 shares in the Defendant Company at a consideration of US\$ 300,000 (United States Dollars Three Hundred Thousand). DW1 stated that under the Share Sale Agreement the consideration was to be paid in 4 instalments by way of direct bank transfer as follows;

- 95
- a) US\$ 70,000 between June to July 2015
  - b) US\$ 80,000 between August to October 2015
  - c) US\$ 75,000 between November 2015 to January 2016
  - d) US\$ 75,000 between February to April 2016

DW1 also stated that in the above Agreement it was agreed that the Plaintiff 100 would be availed with a copy of the registered board resolution and the revised Memorandum and Articles of Association upon the execution of the Agreement and after confirming the first bank transfer. The Defendant would cede all the 15% shareholding on the execution of the Agreement and after confirming the first bank transfer with crane bank.

105 DW1 stated that the Plaintiff paid US\$ 50,000 which was US\$ 20,000 less than the agreed amount and despite the several reminders the balance was not paid.

In October 2015, the Defendant secured letters of credit amounting to US\$ 37,387. The payment of US\$ 37,387 was paid three months late and as such the Plaintiff was in arrears towards the second instalment too and has thus breached  
110 the payment timelines. That prior to the Plaintiff securing the letters of credit DW1 communicated to the Plaintiff on several occasions to develop a new and alternative payment plan because the Agreement had been breached but the Plaintiff ignored DW1's requests and proceeded to file a suit against the Defendant Company. According to DW1, the Defendant faced a financial crisis  
115 having relied upon the Plaintiff's failure to meet his obligations and as a result the Defendant filed a counterclaim.

This honourable Court directed the parties to file written submissions and I have taken into consideration.

At the scheduling of this matter, the following issues were framed and agreed  
120 upon, to wit;

1. *Whether there was a breach of contract?*
2. *Whether remedies are available to the parties?*

### **Decision of Court**

#### 125 **Issue One**

##### ***Whether there was a breach of contract?***

On this issue, Counsel for the Plaintiff submitted that **Section 10 (1) of the Contracts Act 2010** provides that a contract is an Agreement made with free





consent of parties with capacity to contract for a lawful consideration and with  
130 a lawful object with the intention to be legally bound. Counsel also cited **Section  
33 (1) of the Contracts Act 2010** which provides that the parties to a contract  
shall perform or offer to perform their respective promises unless the  
performance is dispensed with or excused under this Act or any other law.

Counsel for the Plaintiff further referred to **Clause 1 (e) of the Shares Sale**  
135 **Agreement** between the Plaintiff and Defendant which stipulates that *“All the  
above payments shall be paid by Bank transfer director to vendors bank account  
at crane bank, Account No. 0245961111900 upon registration of the Board  
Resolution to sell and transfer the above mentioned shares to the Purchaser and  
on the execution of this Agreement and the vendor hereby acknowledge receipt of  
140 this bank transfer by confirmation from its bank and affixing a signature on to this  
Agreement.*

He argued that according to the Agreement it was agreed and covenanted that  
the vendor shall be availed with a copy of the registered Board Resolution and  
the revised Memorandum and Articles of Association on the execution of the  
145 Agreement and after confirming the first bank transfer. The Defendant was also  
required to cede all of the 15% shareholding to the Plaintiff upon the execution  
of the Agreement and after confirming the first bank transfer after payment with  
crane bank. The Agreement in question imposed on the Defendant an obligation  
to register a board resolution effecting the transfer of shares and avail it to the  
150 Plaintiff. Counsel for the Plaintiff contended that during cross examination the

Defendant's witness, DW1 testified that the resolution effecting the transfer was not registered and not availed to the Plaintiff.

To support his assertion Counsel for the Plaintiff cited the case of **Kyarimpa Sarah vs. Harriet Nassozi Hewett Civil Suit No. 794 of 2016** where Justice  
155 Kaweesa observed that "*Hence, when one party to a contract fails to perform his or her obligations or performs them in a way that does not correspond with the Agreement, the guilty party is said to be in breach of the contract and the innocent party is entitled to a remedy.*"

He then submitted that the Defendant's failure to fulfil his obligations as  
160 provided under the Agreement amounted to a breach of contract.

In reply counsel for the Defendant submitted that it is apparent from the evidence that the Plaintiff breached the contract when he failed to pay the agreed instalment in time. He argued that the Plaintiff during the cross examination acknowledged his failure to pay the first instalment of US\$ 70,000 on time and  
165 by July 2015 when he ought to have paid the said amount, he had only paid US\$ 50,000 less US\$ 20,000.

Counsel for the Defendant submitted that the Defendant's obligations in the contract were premised on the Plaintiff paying the first instalment in time. The Plaintiff having breached that, a new proposed plan was developed by both  
170 parties before the transfer of shares could be done. The Defendant had no obligation to fulfil its contractual obligations when the Plaintiff had breached his obligations.



Relatedly, counsel for the Defendant/Counterclaimant submitted on the claim for breach of contract pleaded in the Counterclaim, the Defendant/Counterclaimant submitted that it is not in dispute that the Plaintiff/Counter Defendant paid US\$ 50,000 which was US\$ 20,000 less than the agreed amount in the contract by July 2015. He cited the case of **Stockloser vs. Johnson (1954) 1 All ER 640** where Court held that people who freely negotiate and conclude a contract should be held to their bargain rather than Judges should not intervene by substituting each according to his individual sense of fairness, terms which are contrary to those which the parties have agreed upon for themselves.

Counsel argued that the Counter Defendant committed himself to deposit US\$ 70,000 by July 2015, he failed to do so to the detriment of the Counterclaimant that had selected him over the other investors. He then prayed that this honourable Court finds the Counter Defendant breached the contract.

I have carefully considered the pleadings of the parties herein, the evidence adduced and all the submission of both counsel in respect of this issue. It is important to note that in the Agreement for Sale of Shares which was executed by the Plaintiff and Defendant on 13<sup>th</sup> June 2015 both parties had obligations set out in the terms of the Agreement.

**Section 33 (1) of the Contracts Act 2010** provides that the parties to a contract shall perform or offer to perform, their respective promises, unless the performance is dispensed with or excused under this Act or any other law.

K. Byamugisha observed that;

***“once a contract is valid; it creates reciprocal rights and obligations between the parties to it. I think it is the law that when a document containing contractual terms is signed, then in the absence of fraud, or misrepresentation the party signing it is bound by its terms”***

200 According to **Clause 1 of the Agreement for Sale of Shares** the Plaintiff was under an obligation to pay a consideration of US\$ 300,000 for the 15% shareholding he agreed to purchase and acquire in the Defendant Company. The above consideration was to be paid in 4 periodical instalments as follows;

- 205
- a) US\$ 70,000 shall be paid between June to July 2015
  - b) US\$ 80,000 shall be paid between August to October 2015
  - c) US\$ 75,000 shall be paid between November 2015 to January 2016
  - d) US\$ 75,000 shall be paid between February to April 2016

210 According to the evidence on record, the Plaintiff made the first payment in respect of the 1<sup>st</sup> Instalment on 23<sup>rd</sup> June 2015 by way of a bank transfer of US\$ 50,000 paid on the Defendant's bank account in Crane Bank. The above payment was less than the agreed payment for the 1<sup>st</sup> Instalment under the Agreement for Sale of Shares. On 8<sup>th</sup> October 2015, the Plaintiff made a further payment of US\$ 37,387 through use of Letters of Credit in favour of the

215 Defendant Company.





It is very clear that even though the Plaintiff made the first payment in respect of the 1<sup>st</sup> Instalment within the agreed period under the Agreement, the amount paid was less than the agreed amount under **Clause 1 (a) of the Agreement**. It is also very clear that even when the Plaintiff made a further payment in the amount of US\$ 37,387 through use of Letters of Credit the said payment was made on 8<sup>th</sup> October 2015 outside the agreed period of June to July 2015 within which the Plaintiff ought to have paid the 1<sup>st</sup> Instalment of US\$ 70,000.

Counsel for Plaintiff argued that it is the Defendant who breached the contract when it failed to comply with the provisions of **Clause 1 (e) of the Agreement for Sale of Shares**. The clause stipulates that, *“All the above payments shall be paid by Bank transfer directly to vendors bank account at crane bank, Account No. 0245961111900 upon registration of the Board Resolution to sell and transfer the above-mentioned shares to the Purchaser and on the execution of this Agreement and the vendor hereby acknowledge receipt of this bank transfer by confirmation from its bank and affixing a signature on to this Agreement.*

During cross examination DW1 testified that the directors of the Defendant Company did not register a Board Resolution to sell and transfer 15% of the shares of the Defendant Company to the Plaintiff.

The question which this honourable Court is invited to determine in respect of issue one is whether there was a breach of contract and if so by whom.

According to the **Oxford Dictionary of Law 5<sup>th</sup> Edition page 54**, breach of contract means an actual failure by a party to a contract to perform his



obligations under that contract or an indication of his intention not to do so.

Similarly, in the case of **Stanbic Bank Uganda Limited vs. Haji Yahaya**

240 **Sekalega T/A Sekalega Enterprises High Court Civil Suit No. 185 of 2009 at**  
**page 6** court observed that;

245 ***“A breach of contract is the breaking of the obligation which a contract imposes which confers a right of action in damages to the injured party. It entitles him to treat the contract as discharged if the other party renounces the contract or makes performance impossible or substantially fails to perform his promise.”***

In the instant case under Clause 1 (e) of the Agreement for Sale of Shares, the Defendant was under an obligation to register a board resolution to sell and transfer shares to the Plaintiff. Having failed to comply with the above provision  
250 it is my finding that the Defendant breached the terms of the Agreement. However, it is also clear from the facts of this case that the Plaintiff made payments to the Defendant even when the above provision had not been complied with. The conduct of the Plaintiff in proceeding to pay part of the consideration in Clause 1 (a) of the Agreement for Sale of Shares before Clause  
255 1 (e) which required registration of a board resolution was complied with is tantamount to a waiver.

**Words and Phrases Legally Defined 4<sup>th</sup> Volume at P. 404** defines the term waiver to mean, ***“the abandonment of a right in such a way that the other is entitled to plead the abandonment by way of confession and avoidance***

260 ***if the right is thereafter asserted and is either express or implied from  
conduct”.***

Black’s Law Dictionary 8<sup>th</sup>Ed at page 1611 defines waiver as;

***“the voluntary relinquishment or abandonment express or implied  
of a legal; right or advantage”.***

265 It states further that;

***“an implied waiver may arise where a person has pursued a course  
of conduct as to evidence an intention to waive a right or where his  
conduct was inconsistent with any other intention than to waive it”.***

In Agri-Industrial Management Agency Ltd v. Kayonza Growers Tea Factory  
270 Ltd & Anor HCCS NO. 819 of 2004; Kiryabwire, J stated that;

***“waiver’ in contract is most commonly used to describe the process  
whereby one party unequivocally, but without consideration grants  
a concession or forbearance to the other party by not insisting upon  
the precise mode of performance provided for in the contract,  
275 whether before or after any breach of a term waived....”***

In the instant case it is my finding that the conduct of the Plaintiff in proceeding  
to make payment in respect of the consideration under the Agreement for Sale  
of Shares was a waiver of his right to insist and demand that the Defendant  
complies with the obligation to register the board resolution to sell and transfer  
280 the shares under the above Agreement.



Under the Agreement for Sale of Shares, Plaintiff was under an obligation to pay the 1<sup>st</sup> Instalment of US\$ 70,000 between June 2015 and July 2015. However, the Plaintiff paid US\$ 50,000 on 23<sup>rd</sup> June 2015 which was less than the agreed amount by US\$ 20,000. The further payment of US\$ 37,387 which could have topped up the payment to complete the 1<sup>st</sup> instalment was paid on 8<sup>th</sup> October 2015 which was 68 days after the agreed period of June to July 2015. In the premise, it is my finding that the Plaintiff did not fully comply with the terms of the Agreement for Sale of Shares and he therefore violated the terms of the contract.

The Plaintiff therefore breached the Contract when he failed to comply with the terms of the contract on payment of the consideration.

### ***Issue Two***

#### ***Whether remedies are available to the parties?***

Counsel for the Plaintiff submitted that the Plaintiff is entitled to the following remedies;

#### **a) Repayment of monies owed to the Plaintiff**

*The Plaintiff seeks to receiver US\$\$\$ 87,387 paid to the defendants, which he contended were paid the money but never delivered their part of the bargain when they failed or refused to file a Resolution that would signify commencement to transfer the 15% shareholdings as had been agreed and expected.* Counsel for the Plaintiff adduced evidence that he paid US\$ 87,387 to the Defendant and this payment was confirmed by the Defendant's witness. He submitted that the





Defendants conduct amounts to unjust enrichment and prayed that this honourable Court makes orders for repayment of US\$ 87,387 as money received  
305 by the Defendant from the Plaintiff.

In reply Counsel for the Defendant contended that since the Plaintiff failed to honour the payment plan, the company got distressed and eventually ceased operations. He prayed that the loss lie where it falls.

This Court is alive to the fact that the objective of Agreement for Sale of Shares  
310 was for the Plaintiff to acquire 15% shareholding in the Company at a consideration of US\$ 300,000. However, the Plaintiff did not acquire the said shareholding in the Defendant Company due to the fact that the Defendant did not register the Resolution authorising shares sale and transfer and did not transfer the shares to the Plaintiff as per the Agreement.

315 There was a failure of part consideration paid by the Plaintiff to the Defendant.

Faced with near similar circumstances in the case of **Stockloser vs. Johnson (1954) 1 All ER 640** Lord Denning opined as follows;

320 ***'Suppose a buyer has agreed to buy a necklace by instalments, and the contract provides that, on default in payment of any one instalment, the seller is entitled to rescind the contract and forfeit the instalments already paid. The buyer pays 90 per cent of the price but fails to pay the last instalment. He is not able to perform the contract because he simply cannot find the money. The seller thereupon rescinds the contract and retakes the necklace and resells it at a higher price. Surely equity will***

325 **relieve the buyer against forfeiture of the money on such terms as may be just'**

This Court is enjoined by **Section 14 (2) (c) of the Judicature Act Cap 13** to exercise its jurisdiction in conformity with the principles of justice, equity, and good conscience.

330 In the event, it is my finding that even if there was part failure of consideration, the shares were not transferred to the Plaintiff. It is therefore only equitable and in the interest of justice, the money paid by the Plaintiff to the Defendant amounting to US\$ 87,387 be refunded to him and I so order.

**b) On the hand however, as was noted, the Plaintiff did not as well comply**  
335 **with the terms of payment of the consideration and based on that, the Defendant/Counter-claimant prayed for damages of US\$ 212,500.**

Counsel for the Counterclaimant/Defendant submitted that the Counter Defendant is liable for the losses that are proximate, probable, and likely consequences of breach and prayed that this Court awards damages amounting  
340 to US\$ 212,500 as sufficient compensation to the Counterclaimant.

He further contended that the Plaintiff failure to pay the consideration under the Agreement for Sale of Shares is responsible for the financial crisis that befell the Defendant Company. However, the Defendant/Counterclaimant did not provide sufficient evidence to prove this allegation. There was no evidence adduced to  
345 prove the financial standing of the company at the time the Agreement for Sale of Shares was executed, the running business contracts which the company had



and the amount of loss that was occasioned by the Plaintiff's delay or failure to pay the outstanding balance of US\$ 212,500.

According to **Halsbury's Laws of England 4<sup>th</sup> Edition Page 1114**, a Plaintiff is

350 entitled to 'nominal damages' where:-

i) ***His rights have been infringed, but has not in fact sustained any actual damage from the infringement, or he fails to prove that he has; or***

355 ii) ***Although he has sustained actual damage, the damage arises not from the defendant's wrongful act but from the conduct of the plaintiff himself; or***

iii) ***The plaintiff is not concerned to raise the question of actual loss but brings his action simply with the view of establishing his right.***

360 I find no merit in the prayer for nominal damages by the Defendant/Counterclaimant and accordingly dismiss it.

### **c) General Damages**

On the claim for general damages counsel for the Plaintiff submitted that under **Section 61 (1) of the Contracts Act** where there is breach of contract the party who suffers the breach is entitled to receive from the party who breaches the contract compensation for any loss or damages caused to him or her. He cited the case of **Ewadra Emmanuel vs. Spencon Services HCCS No. 022 of 2015** where Court held that, "The rule of the common law is that where a party



sustains a loss by reason of a breach of contract, he is so far can do it, to be  
370 placed in the same situation with respect to damages, as if the contract had been  
performed.”

Counsel submitted that the Defendant has held the Plaintiff's money since 2015  
and that as a direct result of the Defendant's actions, the Plaintiff suffered great  
financial loss, inconvenience, and damages.

375 Counsel prayed that this honourable Court finds favour in the Plaintiff's prayers  
and grant the Plaintiff general damages of UGX 100,000,000/= (Uganda Shillings  
One Hundred Million Only)

In reply Counsel for the Defendant submitted that the Plaintiff has not justified  
why he should be awarded general damages. He did not establish any believable  
380 economic inconvenience he has been put through. He however argued that in  
the evidence of DW1 he testified how severely the Defendant Company had  
entered into business transactions and commitments relying on the Plaintiff's  
promises and representation to provide the necessary cash flow which  
unfortunately did not come through. As a result, the business collapsed and over  
385 20 people lost their jobs. He prayed that this honourable Court awards the  
Defendant/Counterclaimant UGX 100,000,000 as general damages.

This Court has already found that the Plaintiff, in proceeding to make payment  
in respect of the consideration under the Agreement for Sale of shares waived  
his right to insist and demand that the Defendant complies with the obligation  
390 to register the Board Resolution to sell and transfer the shares under the

Agreement. The omission to file the Board Resolution is therefore an improbable ground upon which the Plaintiff would base his claim for damages.

On the Defendant/Counterclaimant's part, the Defendant/Counterclaimant has not established an arguably convincing standard on how the conduct of the Plaintiff contributed to or is responsible for the loss alleged to have been suffered by the Defendants to warrant atonement by way of compensation in damages, by the Plaintiff.

Premised on the foregoing I disallow the prayer for damages for both parties and I accordingly issue no order for general damages.

**d) Interest**

Counsel for the Plaintiff submitted that since the Plaintiff has been deprived of his monies from June 2015, it is the Plaintiff's prayer that the Court awards him interest on the amount paid to the Defendant at the commercial rate of 25% from the date the suit was filed until payment in full. He cited the case of **Nokia Siemens Tietoliikenne OY vs. PNN Technology Solutions Limited HCCS No. 406 of 2013** in support of his submissions.

In reply Counsel for the Defendant contended that under Section 26 (1) of the Civil Procedure Act Cap 71 where interest was not agreed upon by the parties, Court should award interest that is just and reasonable. He cited the case of **Mohanlal Kakubhai Radia vs. Warid Telecom Limited HCCS No. 234 of 2011 and Nipunnoratham Bhatia vs. Crane Bank CACA No. 75 of 2006.**



Award of interest is governed by the provisions of **Section 26 (2) of the Civil Procedure Act, Cap 71** which empowers this honourable Court to award interest as it deems fit. However, in **Superior Construction & Engineering Ltd vs. Notay Engineering Industries (Ltd) HCCS No. 702 of 1989** court held that  
415 the discretion to award interest has to be exercised judiciously.

Whereas the Defendant/Counterclaimant has had and kept the Plaintiff's money since 2015 and did not also transfer any portion of the shares for which the money was part payment for, the peculiar circumstances of this case dictate  
420 against a straight exercise of the discretion to grant interest merely because the Plaintiff was deprived of access to or deriving benefit from the money.

The money was at all times with the defendant as a part payment towards procurement of shares. Until the transaction degenerated into a dispute by which the defendant was required to refund the money, that money was being  
425 lawfully withheld by the defendant and the defendant cannot therefore be penalised for holding onto the money as they anticipated completion of the terms of the Share Sale Agreement which did not materialise.

In consideration of the foregoing, I grant interest at the rate of 8% per annum on the sum of US\$ 87,387 being the money to be refunded by the Defendant to the  
430 Plaintiff, from the date of this Judgment till payment in full.

**e) Costs**



Counsel for the Plaintiff submitted that costs follow the event, and a successful party should be awarded costs of the suit. He cited Section 27 of the Civil Procedure Act Cap 71 in support of his submission.

435 In reply Counsel for the Defendant submitted that costs of any action, cause or matter shall follow the event unless Court for good cause orders otherwise. He prayed for an order for costs to the Defendant/Counterclaimant.

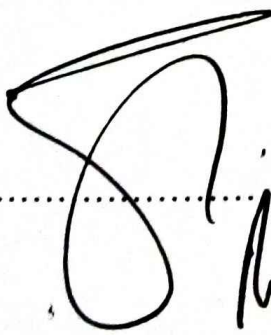
Given the peculiar circumstances of this Case, in which an otherwise seemingly well intended transaction seems to have fallen into unexpected difficulties which  
440 led the parties to the doors of this Court, each party shall bear their own costs.

**Final orders:-**

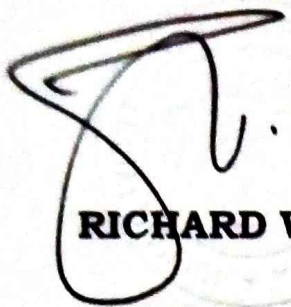
1. The Defendant shall refund US\$ 87,387 /= (Eight Seven Thousand Three Hundred Eight Seven United States Dollars Only) to the Plaintiff.
2. No order for nominal and general damages to any of the parties.
- 445 3. The Defendant shall pay interest at a rate of 8% (eight percent) on the sum in (1) above from the date of this Judgment until payment in full.
4. Each Party shall bear their own costs.

I so order.

450 Delivered at Kampala this <sup>30<sup>th</sup></sup>.....day of April, 2021.

  
.....  
Michael Mugenyi  
Judge





**RICHARD WEJULI WABWIRE**

455 **JUDGE**

