

(iv) That proceeds from the said loan be used for servicing the same till liquidation.

That pursuant to the aforesaid mutual agreement, the plaintiff executed a mortgage of his land and secured a loan from Messrs Interstate Finance company Ltd. For the above named purpose. When the loan was obtained, coffee was purchased, processed and sold to coffee marketing Board made the necessary payments through the Defendant's account as had mutually been agreed upon. That the defendant refused and or neglected to pay the money to service the Bank loan and Messrs Interstate Finance Company LTD.

Threatened to sell off the plaintiff's land which was mortgage. Consequently the plaintiff brought this suit against the defendant for breach of contract. The Defendant denied the claim.

After pleadings, the parties set down the case for hearing. At the hearing, counsel for the called the plaintiff and later sought to withdraw the suit. When that move was resisted, both counsels consented to the dismissal of the suit with cost. Upon that consent the suit was duly ordered to be dismissed with cost.

G.M. OKELLO
JUDGE
13/5/93