THE REPUBLIC OF UGANDA IN THE HIGH COURT OF UGANDA AT KAMPALA CIVIL SUIT NO. 619 OF 1992

JAMES MUGERWA:::::PLAINTIFF

VERSUS

WAGONA T/A SKYLINE COFFE PROCESSORS::::::DEFENDANT BEFORE: THE HON. MR. JUSTICE G.M. OKELLO

ORDER,

The Plaintiff brought this suit against the defendant allegedly in breach of contract and claimed against the defendant

- (a) Repayment of the loan plus interest to the Plaintiff's Bankers.
- (b) General Damages for breach of contract.
- (c) Costs of this suit and
- (d) Interest on (b) at the rate of per annum from the date of filing till payment in full.

It was the case for the Plaintiff that in 1990, the Plaintiff entered into a partnership with the Defendant in the business of buying, processing and selling coffee. That the Plaintiff provided capital for running the partnership business; the Defendant in turn availed his licence, mill number for processing coffee, and account number for use in the partnership. That the said partnership business thereon commenced and operated under the above arrangement. That after sometime was mutually agreed

between the Defendant and the Plaintiff that:-

- (i) The Partnership capital be raised.
- (ii) The plaintiff's land title certificate be used as security for obtaining a loan for the partnership business.
- (iii) Once obtained the said loan would be used only for the partnership business.

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

That pursuance to the aforesaid mutual agreement, the plaintiff exe cuted 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