

The terms of the contract were respected between 1988 and 1989, during which period the plaintiff deposited with the defendant 755 empty crates of beer. Later on the defendant failed to supply beer to the plaintiff and the plaintiff demanded for the return of his 755 empty crates of beer or their value. The defendant neither returned the 755 empty crates nor paid for their value.

In the absence of any piece of evidence to the contrary I am inclined to believe the plaintiff's story. I find that there was a valid contract between the plaintiff and the defendant whereby the plaintiff was to deposit empty crates of beer with the defendant and the defendant was to supply him with beer as his agent or stockist. The first issue is accordingly answered in the affirmative.

As regards to the second issue, there is no doubt that the defendant has been in breach of the contract by refusing or failing to supply beer to the plaintiff and by retaining his empty crates of beer after a demand for their return had been made.

Regarding the third issue as to whether or not the plaintiff is entitled to the damages claimed, I am of the opinion that the plaintiff is entitled to the return of 755 empty crates of beer or their current market value.

The learned counsel for the plaintiff suggested the measure of damage to be the difference between the current value of the crates and their value at the time the defendant refused to hand them over to the plaintiff; I find that approach to be quite reasonable because the plaintiff is supposed to be put in the same position as if there was no breach. The plaintiff will therefore get; $7000 - 1200 = 5800 \times 755 = 4,379,000/=$ as damages which I feel will sufficiently compensate the plaintiff for any inconveniences he might have suffered for non use of his property; that being the loss which he has suffered as a result of the breach of contract by the defendant.

Judgment is accordingly entered in favour of the plaintiff against the defendant as follows: -

- (a) The defendant is to return to the plaintiff 755 empty crates of bottles of beer or he is to pay the plaintiff the current market value of 755 empty crates of bottles of beer.
- (b) The defendant is to pay the plaintiff general damages totaling to 4,379,000/=.
- (c) The defendant is to pay interest on (a) and (b) at court rate from date of this judgment till payment in full.

N.B: interest on (a) will only be payable if the defendant elects to pay for the value of the crates.

- (d) The defendant is to pay costs of this suit.

So I do order.

C.M. KATO

JUDGE

26/5/94

26/5/94 Plaintiff absent.
Masiga for plaintiff present.
Nobody for defence.
Kiige court clerk.
Court: Judgment is delivered, dated and signed.

C.M. KATO

JUDGE

26/5/94