THE REPUBLIC OF UGANDA

IN THE HIGH COURT OFUGANDA AT KAMPALA

CIVIL APPEAL NO. 029 OF 2008

[Arising from Luwero Court Civil Suit No. 013 of 2004]

BOARD OF GOVERNORS OF BUGEMA
ADVENTIST SECONDARY SCHOOL ::::::::::::::::::::APPELLANT

VERSUS

ELIAB BANANUKA ::RESPONDENT

BEFORE: HON. JUSTICE ELIZABETH MUSOKE

JUDGEMENT

This is an appeal against the decision of the Magistrate Grade I Court dated 27th May 2008, in Civil Suit No. 013 of 2004 whereby the court awarded the respondent/plaintiff, special and general damages, interest and costs.

A summary of the background facts may be stated as follows:

In February 2000, the respondent, a Grade V Teacher, was appointed a teacher at Bugema Adventist Senior Secondary School. On 18th December 2003, his services were

terminated on the grounds that he appeared on duty drunk with alcohol on a couple of occasions. Before his termination, the respondent was summoned by the appellant to appear before the School's Administrative Council, but the respondent did not turn up. He however sent a note to the school's Headmaster, DW1, on the day of the meeting, excusing himself from attending the meeting on the grounds that he had a prior arranged appointment with his doctor which he could not reschedule.

At the next meeting of the Council, a decision was taken to terminate the respondent on the following terms:

1) Payment to the respondent of one month's salary in lieu of notice since he had worked for less than 5 years.

2) The respondent would be transported back to the place from where he was collected at the time of appointment.

3) The respondent was required to:

    i) Hand over the school equipment and property, and
    ii) Settle all his accounts with the school including electricity.

The respondent was aggrieved by the decision of the appellant to terminate him without a hearing. He denied ever engaging in drinking as alleged by the appellant. He further complained that his terminal benefits were under calculated, and even then, nothing was paid to him on termination, despite several demands for the same. He, therefore, instituted a suit against the appellant seeking for an order for payment of terminal benefits to be assessed by court, general damages for wrongful dismissal, interest, and costs of the suit.

In response, the appellant filed a written statement of defence in which the wrongful dismissal was denied, and instead, the respondent's termination was justified on the

grounds that the respondent had made it a habit to come to school drunk with alcohol, and that as a teacher, his conduct was not only contrary to the teacher's professional code of conduct, it contravened the teachings of the Seventh Day Adventist Faith, who are the foundation body of the school, and it also contravened the school regulations. When he accepted his appointment, he agreed to abide by all the above regulations.

Further, the appellant stated that the respondent was afforded a chance to defend himself which he ignored and avoided, and that he was offered terminal benefits vide his termination letter but he failed to collect them, despite headmaster's reminders.

At the hearing, two issues were framed as follows:

1) Whether the respondent's employment was wrongfully terminated by the appellant.
2) Whether the respondent is entitled to any remedies.

In her judgement delivered on 25th May 2008, the Trial Magistrate found for the respondent and accordingly granted him Ug. Shs. 582,000= as payment in lieu of 2 months notice, Ug. Shs. 10,000,000= as general damages, with interest at 8% per annum from the date of judgement till payment in full, and costs of the suit.

The appellant being satisfied with the decision of the Trial Magistrate filed this appeal.

The memorandum of appeal comprised the grounds which were crystallized in the following issues:

1) Whether the learned trial Magistrate was right when she held that the respondent was wrongfully terminated.

2) Whether the learned trial Magistrate evaluated the evidence before her properly before she came to the conclusion that the respondent was wrongfully terminated.
3) Whether the learned trial magistrate addressed her mind to the legality/effect of alcohol taking by the respondent in a school where he was a teacher and in an environment where alcohol taking is a taboo.
4) Whether the Magistrate was right when she awarded damages to the respondent.
5) Whether the trial Magistrate was right in awarding damages which were beyond her pecuniary jurisdiction.

The appellant then prayed this Honourable Court to allow the appeal, set aside the decision of the Magistrate Grade I Court, and for costs here and the court below.

In the appellant's written submissions, Counsel for the appellant argued grounds 1 and 2 together, and 3, 4, and 5 in their chronological order. Counsel complained that the Magistrate was wrong to find that there was wrongful termination in light of the clear evidence of DW1, the Headmaster of the appellant school, Mr. Mugumya Misusera, who had testified that he had witnessed the respondent's drunkenness culminating into drama when he appeared at school on the 29/10/2003 in a drunken stupor, staggering and falling, with a stench of alcohol emanating from him. The drama which is also stated to have sent students in disarray, was witnessed by DW2, Mr. Basoga Paul, the Bursar of the school, DW3, Pastor Jimmy Emwaku, the Chaplain at Bugema University, Sempa Steven, DW5, who was the Senior Accountant of the school at the relevant time.

The above officials further testified that they were present at the Headmaster's office on that same day where the respondent was taken very drunk, and when questioned, the respondent had stated that he drunk alcohol as a medicine prescribed by his doctor. He however failed to avail the Headmaster proof of the medical prescription when requested so to do.

DW1 testified that he had again witnessed the respondent report to school drunk in the morning hours on 25/11/2003. DW3 and DW5 also testified that they had found the

respondent drunk on other separate incidences, at his house, and in an abandoned vehicle, respectively. Counsel therefore concluded that there was more than sufficient cause for the respondent's termination.

On violation of the principles of national justice by denying the respondent a hearing, Counsel submitted that the respondent was not only given a chance to be heard by the Council on 8/12/2003 which he avoided, he had earlier been given a hearing when he was dragged into the headmaster's office drank on the 29/10/2003 (DW1). In the presence of DW2, DW3 and DW5, the respondent was asked to explain his conduct, and he admitted being drunk and that he took alcohol as medicine prescribed by the doctor. No prescription was availed when requested for. Two further notes sent to the respondent by DW1 asking him to explain his drunkardness on that same day, were not responded to.

When the respondent again appeared at school drunk on 25/11/2003, another note was sent to him by the Headmaster to explain his conduct, but he did not respond. When he was finally summoned to appear before the School's Administrative Council, the respondent gave an excuse of a doctor's appointment, yet he didn't seek for permission from the school to go to see a doctor, and he didn't even present receipts for a refund of the medical expenses as was the practice. Even then, nothing was brought to the Council's attention to prove that indeed the respondent had been to the doctor. In court, he refused to reveal what he suffered from.

Counsel concluded that there was compelling evidence that the respondent appeared at school on a couple of occasions and at his home drunk. The respondent had been given ample opportunity to present his case, which he refused to take up.

On issue No. 3, Counsel for the appellant submitted that the evidence on record supported the fact that the respondent was a habitual drunkard. This was illegal and in contravention of Paragraph 3(i) and (xi) of the Teachers' Conditions (Amendment) Regulation 1996, Statutory Instrument 12 of 1996, which prohibited a teacher from coming to school while drunk.

It was further submitted that the appellant was a Seventh Day Adventist whose faith did not permit the taking of alcohol. The Seventh Day Adventist regulations also prohibited alcohol taking. Counsel referred court to ***Makula International Ltd Vs H.E. Cardinal Nsubuga Emmanuel and another (1982) HBC 11*** where it was held that a Court of law cannot sanction an illegality, and ***L. Okare Vs UPTC Civil Suit No. 2 14 of 1996,*** where it was held that drunkenness among other conduct, justified summary dismissal. Further, court was referred to ***Kayondo Vs Corp. Bank SCCS No. 889 of 1989*** where it was held that a master can terminate a contract with his servant any time and for any reason or for none.

Had the trial Magistrate directed her mind to the law laid down in the above authorities, he would have held that the respondent's termination was lawful.

On the question of award of damages and the jurisdiction to award the amount awarded in general damages, Counsel submitted that since there was no basis in fact or law to find for the respondent, hence, there was no basis for awarding damages. As for terminal benefits, these had been granted to the respondent in his termination letter but he didn't pick them up. Further, the suit was instituted in 2004 when the pecuniary jurisdiction of a Grade 1 Magistrate was, as per Section 207(i) of the Magistrates Courts Act, Cap. 16, limited to two million shillings. Any award above that amount was ultravires and, therefore, illegal.

As for the costs awarded, since there was no notice of intention to sue, the learned trial magistrate should not have awarded costs, especially when the respondent's only entitlement, i.e. terminal benefits, were granted him in his termination letter but he did not bother to pick them.

In response, Counsel from the respondent in the respondent's written submissions, found the issues for determination to be three, to wit:-

1) Whether the trial Magistrate evaluated the evidence before her correctly before she came to the conclusion that the respondent had been wrongfully terminated.
2) Whether the trial Magistrate was right by awarding the remedies prayed for in the plaint.

3) Whether the trial Magistrate was right in awarding general damages amounting to Shs. 10,000,000=.

On whether the trial Magistrate evaluated the evidence before her correctly before coming to the conclusion that there was wrongful termination, Counsel submitted that the evidence on record was sufficient for the Magistrate to reach that conclusion. PW1, the respondent, testified that he performed his work competently and diligently and was even awarded a certificate of excellence on 26/11/2002, which was exhibited. The respondent was head deacon for the year 2002, and he had been asked to preach at the Chapel on a number of occasions. All this was corroborated by DW1 and DW3.

The incident of 29/10/2003, related by the appellant as having caused a lot of commotion at school when the respondent is said to have came to school drunk, was said to have been witnessed by students who reported the matter to the Headmaster. None of these students testified.

The defence witnesses failed to prove that the appellant was a habitual drunkard. "Habitual" according to Oxford Advanced Learners Dictionary meant "usual or typical of somebody or something". The respondent was a good teacher, with no warnings to his record as regards drunkardness so there is no evidence that the respondent admitted being drunk at any time. Counsel further submitted that there were no minutes produced by the appellant of the alleged earliest meeting of 29/10/2003. There had been no issue raised about drunkardness in the 4 years the respondent served. None of the notes allegedly sent to the appellant by the Headmaster were proved in court. Further, 25/11/2003, the other day the respondent is alleged to have appeared at school drunk was Iddi day. This

was not refuted by the appellant. The appellant failed to prove the allegation of habitual drunkardness by the respondent.

On the issue of whether he was afforded a hearing, the respondent received the invitation to the meeting of the Administrative Council scheduled for 8/12/2003 on Friday 5/12/2003. He, however, had an appointment with his doctor for the same time which he could not reschedule. He wrote an explanation letter to the appellant as admitted by DW1. There was no evidence that he was invited to another meeting with the same Council and he refused to attend. He was not invited to the 17/12/2003 Council meeting that decided to terminate his services. There was no evidence that he was asked to report back to Council with medical documents.

Counsel concluded that the Magistrate was right to find that there was no conclusive evidence of drunkardness and that the respondent was denied a chance to be heard. And the legality or otherwise of the respondent's appearing at school while drunk would only come in issue if the habitual drunkardness of the respondent was proved in court, which it was not. Therefore ***Makula International Ltd's*** case (Supra) did not apply.

On the issue whether the trial Magistrate was right in awarding the remedies she awarded, Counsel submitted that in light of the unchallenged evidence that the respondent was a competent and diligent employee, a past deacon and preacher, whose alleged misconduct was not proved, the Magistrate was right to award the remedies she did. Equity shall not suffer a wrong without a remedy. The damages awarded were appropriate reparation for the wrongful dismissal.

Counsel further submitted that there was concrete evidence that the respondent was not paid his terminal evidence and circumstantial evidence that the appellant withheld the benefits on allegations of the respondent's unaccounted for balances with the school, which balances were not proved.

The non service of notice of intention to sue was not raised in the course of hearing nor was respondent cross examined on the same yet his pleadings were clear that the relevant notice was served on the defendant. Further, costs follow the event and it is at the Court's discretion.

As for the award of Shs. 10 million, the trial Magistrate found this to be the befitting quantum of damages. By Section 11(b) of the Magistrates Courts (Amendment) Act 2007, the pecuniary jurisdiction of the Magistrate Grade 1 was raised from Shs. 2 million to Shs. 20 Million. The Act came into force on 17/8/2007 and the judgement subject of this appeal was delivered on 27/5/2008.

Counsel concluded that the trial Magistrate evaluated the evidence on record properly and came to the right conclusion, and made proper awards within her jurisdiction.

It is now a well settled principle that a first appellate court, like this one, has a duty to re-appraise or re-evaluate the entire evidence on record and to make its own findings of fact on the issues, while giving allowance for the fact that it had not seen the witnesses as they testified, before it can decide on whether the decision of the trial court can be supported. See ***Peter Vs Sunday Post [1958] EA 242; Banco Arabe Espanol Vs Bank of Uganda SCCA8/1998 (unreported).***

From the above arguments, the primary issue I can see is whether the trial Magistrate evaluated the evidence before her properly so as to conclude that the respondent was wrongfully terminated. There is the secondary issue of whether the Magistrate was right to award damages, and if so whether what she awarded was within her jurisdiction. Lastly, there is the question of the consequential orders of interest and costs.

On whether there was evidence of wrongful termination, the learned trial Magistrate noted that the respondent was bound by the school and country laws that prohibited a teacher from reporting to school while drunk (page 6 of the judgement) and then observed that rules of natural justice demanded that before dismissal, the respondent

would have to be given a hearing, and notice as per his contract of service. She then noted as follows:

> ***"That notwithstanding, the court notes that the defence admits that the plaintiff was of good character till late 2003 when his behaviour is said to have deteriorated. All defence witnesses say the plaintiff was taking alcohol as medicine but did not produce the prescription".***

And after noting that the respondent was invited to the Administrative Council meeting on 5/12/2003 but he served his regret as he had to see his doctor, hence there being no opportunity for him to defend himself against the allegations of habitual drunkardness, the learned trial Magistrate again noted thus on page 7 of the jugement:

> "***In the termination letter, DW1, Mugumya who was also the Headmaster of Bugema Seventh Day Adventist Secondary School stated that there was a follow up of the plaintiff's drunkardness in July 2002 in Mbarara. But the same plaintiff was awarded a certificate of excellence for his diligence at work and certificate for his exemplary work as a deacon for the year 2002. It could not be true that a person who was a drunkard could at the same time score as a head deacon to the extent of receiving a certificate. This means that the administration acted on extraneous factors. All the defence witnesses say the plaintiff admitted taking alcohol but no where did they ever commit him to put it in writing. None of the students who saw him drunk several times were called upon to testify. The plaintiff was not called in the meeting that resolved to terminate his services. The school administration cannot at this time start questioning why the defendant never submitted sick leave form for payment because he was not dismissed for being absent. The only two incidents mentioned in the termination letter and which are not proved to be true, cannot be relied on to describe the plaintiff as a habitual drunkard. Like it was held by Sekandi AgJ, in A.M. Jabi Vs Mbale Municipal Council (Supra) the inalienable right of an employer to dismiss his employee was subject to certain limitations".***

She then concluded on Page 8 as follows:

> ***"In the circumstances, considering the absence of concrete proof of drunkardness on the plaintiff's part, failure to give adequate notice and opportunity to defend the termination of the plaintiff's services was wrongful for which he is entitled to damages".***

I have examined the record of the court below. I find that the termination letter dated 18/12/2003, addressed to the respondent, stated that following the respondent's appearing on duty while drunk on 29/10/2003 and November 25, 2003, and as a follow up on his case of drunkardness in July in 2002 in Mbarara, and various warnings by various members of the School Administration Council, and his failure to report to Headmaster's office when summoned on 25/11/2009, and to the Council meeting on 8/12/2003 coupled with the lack of medical evidence to prove doctor's appointment, the Administrative Council had decided to terminate the respondent's services. The respondent was granted one month's salary in lieu of notice; transport back to his place of origin, and he was required to settle all his accounts with the Business office including electricity.

Contrary to the findings of the trial Magistrate, I find that there was sufficient evidence to prove that the respondent appeared at school drunk on 29/10/2003. Regulation 5(k) of Statutory Instrument 290 - 1, Part IV of the Teacher's Code of Conduct under (formerly Statutory Instrument 12 of 1996) states:

> ***"A teacher shall not teach under the influence of alcohol or drugs or come to school while drunk".***

In order to be in breach of the above, the teacher does not have to be proved to be a habitual drunkard. The above notwithstanding, DW1, DW2, DW3 and DW5 testified that they saw and interacted with the respondent on the 29/10/2003 and they were convinced that from the stench that emanated from him, the staggering, stammering and his conduct generally, the respondent was drunk. The same witnesses testified that the

respondent, while in the office of the Headmaster where they all had gathered in a meeting to find out why the respondent was behaving the way he did, admitted being drunk but that he took the alcohol on doctor's prescription. He, however, never provided evidence of the prescription.

With evidence of the four gentlemen who held responsible positions in the school and with no reason to begrudge the respondent, it did not require the further testimony of the students who witnessed the respondent drunk on that day for court to be satisfied that the respondent reported to school drunk on the 29/10/2009.

I find that the evidence on record proved that the respondent appeared on the 29/10/2003 at school while drunk. Further, the record indicates that DW1, DW3, and DW5 also saw the respondent drunk at school and at his home on other dates. The respondent therefore breached the code of conduct that prohibited reporting to school while drunk. It did not matter that for the best part of his 4 years at the school he was a diligent and exemplary teacher with no earlier record of drunkardness.

In light of the above, was the decision to terminate the respondent lawful? Principles of natural justice demand that before a decision adverse to a person is taken by any administrative tribunal, the person affected must be given a hearing. In ***Ridge Vs Baldwin [1964] AC 40 at pg 80 and Munura Vs NIC [1985] HCB,*** it was held that a decision reached in violation of the above principles is no decision at all. It is void and unlawful.

The appellant argued that they gave the respondent three hearings, on 29/10/2003 and 25/11/2003 when he reported drunk to school, and finally when he was invited to the Council meeting on 8/12/2003 which he didn't attend. The respondent on the other hand denies the hearings on 29/10/2003 and 25/11/2003, and states that when he was invited for the Council meeting set for 8/12/2003, he had gone to see his doctor, an appointment he had made earlier and which he could not reschedule.

From the evidence on record, although the appellant refers to the meeting of 29/10/2003 and the notes sent to the respondent on 25/11/2003 as hearings, there is nothing to indicate that these were meant to be disciplinary hearing. Neither were the notes alleged to have been sent to the respondent on 25/11/2003 indicated to be part of a formal disciplinary hearing. That leaves only the invitation to the meeting of the Administrative Council of 8/12/2009. The defence witnesses DW1, DW3, and DW5, testified that at this meeting, the respondent was expected to defend himself against allegations of reporting to school drunk. The plaintiff sent his regret on the 8/12/2003 citing the reason that he was due to see his doctor. There is nothing on record to show that this was a scam, or that he was asked to produce medical proof to the Council. Failure by the respondent to apply for sick leave or to present medical bills for refund do not negate the possibility that the respondent did see the doctor as he alleged. There is nothing to indicate that he was asked to provide evidence that he had seen his doctor.

Despite his absence on the 8/12/2003, the respondent was not given another chance to defend himself before termination. He only received his letter of termination. Article 42 of the Constitution of the Republic of Uganda makes the right to a fair hearing constitutional.

I find that the decision to terminate the respondent without affording him a chance to defend himself was void and unlawful. I cannot fault the findings of the trial Magistrate in this respect.

The next issue is whether general damages ought to have been awarded. In ***Central Bank of Kenya Vs Nkabu [2002] 1 EA 34 (CAK)*** it was held that when the contract of employment is terminated by giving notice according to the contract, damages should be restricted to the period of the notice. See also ***Ombaya Vs Gailey and Roberts Ltd. [1974] EA 522.***

In the present case, the respondent testified that according to the Seventh Day Adventist Regulations, period of the notice should have been 2 months. These regulations don't

appear to be the record. The trial Magistrate found that in absence of a clear provision, 2 months pay in lieu of notice would be adequate in this case. The appellant submitted that 1 month was adequate since the respondent had worked for less than 5 years.

It was held in ***Okori Vs UEB HCCS No. 472 of 1980*** that it is a well established principle that where the contract of service is for an indefinite period, there is an implied right to terminate the contract by reasonable notice given to the party at any time. It was further held that it is trite law that a master may terminate the contract with his servant any time and for any reason.

The Court of Appeal also held in ***Eng. Pascal Gakyalo Vs Civil Aviation Authority CCACA No. 60 of 2006*** that even where the appellant's services were wrongfully terminated on ground of the respondent's failure to observe rules of natural justice, ***audi alteram partem***, he would only be entitled to damages equivalent` to the salary he would have earned for the period of the notice.

This court is bound by the above decision of the Court of Appeal. The answer to the second issue, therefore, is that the trial Magistrate was wrong in awarding damages other than what she considered to be the equivalent of the reasonable notice, which she found to be 2 months.

General and exemplary damages have been awarded in some cases of unlawful dismissal where it has been found that the dismissal was actuated by malice or maladministration See ***Murgani Vs Kenya Revenue Authority HCCS 1139/2002*** where a passage from **Wade's Administrative Law 9th Edition at page 78** was quoted as follows:

> ***"……. Public authorities or offices may be liable in damages for malicious, deliberate or injurious wrongdoing. There is thus a tort which has been called misfeasance in public office, and which includes malicious abuse of power, deliberate mal-administration and perhaps also other unlawful acts causing injury".***

In the present case, the respondent had pleaded malice under paragraph 10 of his plaint as follows:

> ***"The plaintiff shall aver and contend that the termination was malicious in that he has neither appeared in class nor in the school compound when he is drunk as alleged"***

The court already found that there was evidence which was not destroyed through cross examination of DW1, DW2, DW3, and DW5 that the plaintiff had reported to work drunk. No malicious abuse of power has been proved on the part of the appellant's officials, though malice was alleged. General damages on that account would therefore not arise.

The next issue is whether the trial Magistrate had the pecuniary jurisdiction to award Shs. 10 million damages. It is a fact that she had the jurisdiction to award the same, the Grade I Magistrate's jurisdiction having been raised to Shs. 20 million as pointed out by the respondent in his submissions. The only point to consider would have been whether the amount was excessive under the circumstances. However, I have ruled that the general damages of Shs. 10 million was wrongly awarded.

The last issue is whether costs were awardable to the respondent when:

a) No notice of intention to sue by the respondent was communicated to the appellant; and

b) The appellant had always been willing to pay the respondent's terminal benefits only that the respondent did not collect them.

In this respect, the learned trial Magistrate found as follows on page 7 of the judgement:

"It is also true that the plaintiff did not get his terminal benefits as he claims he was tossed around by the Cashier a fact not denied by the defendant. So he is entitled to them because before he brought the present suit, the defendant had not bothered to ask him to account for the monies DW5 alleged was advanced to the plaintiff.

I do believe the plaintiff that the said advances were deducted from his salary as the documents imply so and no other evidence was brought to prove the contrary".

DW3 and DW5 (Bursar and Accountant) did testify that the respondent had taken advances for different reasons amounting to Shs. 1.6 million, and by the time he was terminated he had not made the required accountabilities. The defence witnesses tendered in exhibits No. D1, D2, D3, D4, D5, D6, D7, D8 and D9 in support of this. In my view, the burden at this point shifted to the respondent to prove through cross-examination that he had accounted for the said advances. This he did not do. If he had evidence, it was not too late to ask court to be allowed to produce it. In accordance with the termination letter, he was asked to settle his accounts with the school. This was therefore not new as indicated by the trial Magistrate. There is no evidence on record justifying the trial Magistrate's finding that the said advances were deducted from the respondent's salary. Neither is there evidence that the respondent went to the appellant to collect his benefits and he was tossed around as found by the trial magistrate. Since the respondent asserted this so he ought to have proved it. On the other hand, DW3 and DW5 testified that the respondent had never gone to the appellant for the benefits. They were the officials of the appellant responsible for passing the payment, after due reconciliation of accounts.

On the question of notice of intention to sue not being served or the appellant, this was indeed not brought out during the hearing in the lower court. The plaint was clear under paragraph 10 that Notice of Intention to sue was served. It was not denied in the Written

Statement of Defence. However, I have now found that the respondent was only entitled to general damages equivalent to the reasonable notice that was due to him, which the trial Magistrate found to be 2 months. There was no evidence that the respondent had gone to pick up his terminal benefits which were granted in the letter. There is no indication that he ever contested the amount offered by the appellant in lieu of notice till he came to court. Neither is there evidence on record that the appellant had refused to pay the terminal benefits, despite reminder as averred in paragraph 8 of the plaint. He was not entitled to costs. The interest was also, therefore, not applicable.

In conclusion, the appeal is allowed and the decision and orders of the Luwero Magistrates Grade 1 Court in Civil Suit No. 013 of 2004 in the judgment passed on 27/5/2008 are hereby set aside, apart from the payment of 2 months notice in lieu of notice and the other terminal benefits. On the question of the costs here and in the court below, since the suit in the lower court was not completely unmeritorious basing on the fact that the appellant did not follow principles of natural justice before terminating the respondent's services, I order that each party will bear their own costs here and in the court below.

It is so ordered.

Elizabeth Musoke
JUDGE
15/06/2009

15/6/2009

Dr. James Akampumuza - for the appellant represented by Mr. Misusera Mugumya, Secretary to Board of Governors and Headmaster of Bugema Secondary School.
Respondent is not in court, neither is his advocate.
Imelda Naggayi, Court Clerk

The ruling was read in court in the presence of the above.

Elizabeth Musoke
JUDGE
15/6/2009