

THE REPUBLIC OF UGANDA
IN THE HIGH COURT OF UGANDA AT KAMPALA.

CIVIL DIVISION

CIVILS SUIT NO.261 OF 2010

BEST KEMIGISHA ::: PLAINTIFF

Versus

BOB KASANGO

T/A HALL & PARTNERS ADVOCATES ::::::::::::::::::::::: DEFENDANT

BEFORE: HON. MR. JUSTICE STEPHEN MUSOTA

JUDGMENT:

The plaintiff filed this suit against the defendant seeking to recover;

- a) Payment of UGX.3,831,050,000/= (Three Billion Eight Hundred Thirty one million fifty thousand shillings only) being monies paid to her through the defendant but never remitted to her by the defendant.

- b) Interest on (a) above at court's rate from the time of accrual till full payment.

- c) Costs of the suit.

The facts of the case according to the amended plaint are that;

- i) The plaintiff instructed the defendant to collect monies due to her from the Ministry of Lands, Housing and Urban Development Ministry of Justice and Constitutional Affairs as well as from the Ministry of Gender, Labour and Social Development.

- ii) That the plaintiff by letter dated 31st March 2008 referenced QM/MOJ/AG/08 which was copied to the defendant notified the Attorney General that all monies due to her from Government be paid to her through her Lawyers; now the defendant.

- iii) That a total amount of UGX.4,551,050,000/= (Four billion Five Hundred fifty one million fifty thousand) was paid to the plaintiff by the Government through the defendant for various land transactions between the plaintiff and the Government of Uganda.
- iv) That by letter dated 25th November 2008 the Ministry of Lands notified the defendant that it had effected payment of UGX.3,358,619,000/= on his Bank Account. That by letter dated 13th March 2009 the Ministry of Lands notified the defendant that it had effected payment of UGX.12,431,000/= (twelve million four hundred thirty one thousand shillings only) on his Bank Account being the remaining balance.
- v) That by letter dated 16th May 2011, the Ministry of Justice and Constitutional Affairs clarified to the plaintiff's Lawyers that a total amount of UGX.1,180,000,000/= (one billion one Hundred eighty million shillings) owed to her by the Ministry was duly paid to her through her Lawyers trading as Hall & Partners, in two instalments of UGX.180,000,000 and UGX.1,000,000,000/=.
- vi) That the defendant made a total deposit of UGX.720,000,000/= (seven Hundred twenty million shillings only) to the plaintiff from monies collected from the Government.
- vii) That on or around 19th February 2010, the plaintiff through her new Lawyers Kasirye, Byaruhanga & Co. Advocates notified the Ministry of Lands, Housing and Urban Development of her monies due to her.
- viii) That by letter dated 22nd June 2010, the Ministry of Lands, Housing & Urban Development clarified that all monies due to the plaintiff by the Ministry were paid to her through her Lawyers (Hall & Partners, Advocates) Bank Accounts.
- ix) That in the letter dated 22nd June 2010 indicated that on or around 25th November 2008 Ministry of Lands informed the defendant that they still owed the plaintiff UGX.1,355,878,250 for which the Government denied.

- x) That on the 26th August 2010, the defendant made an undertaking to pay UGX.2,000,000,000/= (Two billion shillings) by 31st day of August 2010 but all in vain. That despite numerous demands and reminders to the defendant to clear his debts, he has neglected to make good on payment of his debts.

On the other hand, the defendants in their written statement of defence denied every allegation and briefly averred that;

- i) The defendant paid the plaintiff in excess of UGX.2,825,694,000/= and USD.10,500 directly and to third parties on behalf of the plaintiff and in pursuance of the plaintiff's instructions.
- ii) The defendant also avers that he has fully paid the plaintiff all the monies due to her less the Professional Legal Fees agreed upon under deed and that was deducted by the defendant in accordance with the terms of the said retainer deeds.
- iii) That paragraph 4 (i) is admitted to the extent that the defendant made the said undertaking but the defendant denies that it was made freely or that he is indebted to the plaintiff in the sum indicated in the said undertaking or at all.
- iv) The defendant admits that he executed the undertaking referred to in the paragraph 4(i) of the statement of claim but avers that the said undertaking was procured by the undue influence and duress exerted upon the defendant by the plaintiff and her Lawyers and while the defendant was in detention in an ungazetted place.
- v) The defendant contends that the plaintiff received the monies due to her for the purchase of a house from the Government of Uganda and the defendant shall at the trial prove by documentary and oral evidence that such monies were paid to the plaintiff.

The defendant raised a counter claim and stated that this court should make a declaration that;

1. The said undertaking was made under duress under undue influence and is illegal and ought to be set aside.
2. The defendant by counter-claim further avers that the plaintiff is indebted to him in the sum of UGX.176,120,000 being monies advanced at several times to the plaintiff by the defendant under oral agreement.
3. That at different times and in the course of the defendant's representation of the plaintiff and while the plaintiff and the defendant still had a good friendly and working relationship the plaintiff on several occasions and at different times orally requested and the defendant agreed to lend the plaintiff certain sums of money which the plaintiff agreed to pay back.
4. That the plaintiff has not paid the defendant all or any of the monies and the same remains due and owing to the defendant from the plaintiff. The defendant counterclaims that payment in full of the above mentioned sums should be made with interest and costs of this counter claim.

A brief history of this case is that the plaintiff first appointed Kasirye Byaruhanga & Co. Advocates to recover the money from the defendant. However the defendant started accusing Byaruhanga William of carrying out a personal vendetta. Kasirye Byaruhanga & Co. Advocates then recused themselves from the case and Birungyi Barata & Associates took over the conduct of the matter.

It is now counsel for the plaintiff's assertion that they did not participate at the Scheduling Conference and the plaintiff's counsel framed their own issues. However this court will be guided by the issues as raised at the Scheduling Conference, since an Advocate who takes over a case does so as it is at the time of take over. The following issues were framed for court's determination;

- i) **Whether the defendant remitted all monies paid to him by the Ministry of Lands on behalf of the plaintiff to the plaintiff.**

ii) Whether the defendant legally paid himself as per the alleged Retainer Agreement.

iii) What remedies are available to the parties.

Both counsel filed written submissions. Initially Birungyi Barata & Associates filed a plaint claiming UGX.2,651,050,000 but it was later established that the total claim Bob Kasango owed against Queen mother was UGX.3,831,050,000/= hence an amended plaint was filed.

From the plaintiff's testimony and submissions of learned counsel for the plaintiff, the plaintiff received only UGX.1,020,000,000/= and this was not challenged by cross examination in this court. That in her witness statement the plaintiff admits having received UGX.1,020,000,000/= from the defendant which is bigger than the claim in the amended plaint by UGX.300,000,000/= being the amount deposited on her DFCU account by the defendant on 16/01/2009.

That the plaintiff told court that the defendant never informed her whenever Government paid him or whenever he paid into her bank accounts.

Counsel for the plaintiff stated that as regards UGX.85,000,000/= allegedly paid to Jaffer for the Land Cruiser, the defendant relies on his Bank Statements and Statutory Declaration but the declaration has no link to the plaintiff and the compensation money.

That the defendant said he paid Jaffer for the Vehicle on 13th/01/2009 but paragraphs 5 and 6 of declaration say King Oyo bought the vehicle on 5/12/2008. That these are different dates and different amounts for the same vehicle. Further, the defendant did not call Jaffer as a witness nor did he cross examine the plaintiff on it in this court or even in the criminal court and the declaration itself states King Oyo as buyer paid cash for the same vehicle. Further, that the defendant did not call Jaffer as a witness nor did he cross-examine the plaintiff on it in this court or even in the Criminal Court and the declaration itself states King Oyo as the buyer paid cash for the same vehicle. That therefore there is no basis for this court to link the plaintiff to justify the defendant's failure to remit UGX.85,000,000/= to the plaintiff.

As regards UGX.1,100,000,000/=, counsel for the plaintiff asserted that when the defendant showed it to her in the Criminal Trial she denied it but the onus is on the defendant to prove the plaintiff signed it. That the defendant strongly claims the Criminal Court wrongly recorded him about delivering the money to her in Muyenga and withdrawing from his Dollar Account at Crane Bank. Having attempted to transfer UGX.875,000,000/= to the plaintiff on 22/12/2008 without telling her but recalling it two days later on 24/2/2008 the defendant attempted to tailor an unfitting accountability by way of an acknowledgement albeit unsuccessfully.

On the other hand, the defendant's counsel in his submissions stated that the total amount of Uganda shillings paid by him and received by or for the plaintiff and proven by the above documentary evidence is UGX.3,130,694,000/= and USD.15,500 (equivalent to UGX.38,750,000/=) making a total of UGX.3,169,444,000/=. That the total amount of money received by him for and on behalf of the plaintiff from the Government of Uganda was UGX. 4,551,050,000/=.

Counsel stated that the defendant properly executed two Retainer Agreements with the plaintiff in respect of instructions to recover the above sums of money. The Retainer Fees under the said agreements was a total of UGX.1,600,000,000/= being 35% of the total amount recovered.

That the amount of money due from him to the plaintiff is therefore UGX.4,551,050,000/=,UGX.1,600,000,000/=, GX.2,951,050,000/=.

The defendant's counsel stated that the plaintiff learnt of UGX.300m deposited by him onto the plaintiff's DFCU Bank from Buganda Road Court. This was in 2015 when the money was deposited in January 2009 and when the plaintiff withdrew and used the money as is reflected in the narrative on her DFCU Bank Statement.

That Exhibit P10 which is allegedly a narrative of her DFCU Bank Account Statement contains no narrative of her DFCU Bank Account Statement which contains the deposit of UGX.300m by him. It was not until he formally wrote to DFCU Bank and they replied that the plaintiff was stranded with her denial. Counsel invited the court to note that Exhibit P10 is not a certified copy of the statement and was only meant to hood wink the court and make a non-existent claim against the defendant.

The defendant also stated that the plaintiff was introduced by the defendant to the DFCU Loan Department and that the UGX.300m that the defendant deposited onto her account had nothing to do with a loan on her Bank Account. That UGX. 300m did not form part of the loan.

Further counsel for the defendant states that Exhibit P11 was tendered in by the plaintiff and the inconsistencies that are pointed out go to show that the attempt to avoid acknowledging the payment of UGX.80,000,000/= to Abdalla Jaffer was an afterthought and that was not well thought through.

That King Oyo is not party to the suit and besides by 2007 he was still a minor and could not possibly have had UGX.85m to pay the said Abdalla Jaffer. Counsel also posed a question that why wasn't Abdalla Jaffer called in court to testify rather than relying only on the Statutory Declaration when he operates his business within the Jurisdiction of this court.

As regards Retainer Agreements, counsel for the defendant asserted that the defendant has made various applications that the documents including the Retainer Agreements and Exhibit D27 whose originals were taken by the police as shown by the search certificate be returned but all in vain. That to that extent, the contents are properly admitted in evidence as secondary evidence for which notice to produce was given to the adverse party.

Having considered the lengthy submissions of both counsel, these issues will be resolved in the order they were set out. In resolving these issues, I agree with the observation made by His Lordship Eldad Mwangusya who was the first to hear this matter until 2012 that;

“This is not a case for trial but one for calculators”

I still hold the same view because the matter is concerned with hefty sums of money which must be articulately calculated to come to a fair conclusion.

Issue I: *Whether the defendant remitted all monies paid to him by the Ministry of lands on behalf of the plaintiff to the plaintiff:*

The evidence as presented to this court shows that the plaintiff engaged Hall and Partners Advocates through Mr. Bob Kasango now the defendant to recover compensations of a sum

of UGX.4,500,000,000/= (Shillings Four billion and five hundred million only) offered to her by the Government of Uganda for land that Government had acquired from her.

On 24th November 2008, UGX.3,358,619,000= (shillings three billion three hundred and fifty eight million and six hundred and nineteen thousand only) was remitted onto Barclays Bank U Ltd on account number 0341467136 belonging to M/s Hall and Partners Advocates.

On 12th March 2009, an additional UGX.12,431 000/= (twelve million four hundred and thirty one thousand only) was remitted onto account number 0341467136 via EFT No. 1493295. On 14th December 2007, a sum of UGX.180,000,000/= (one hundred and eighty billion shillings) was remitted unto an account belonging to Hall and partners Advocates.

On 28th December 2008, a sum of UGX.1,000,000,000/= (one billion shillings) was remitted unto the same account. The relevant remittances are found in Exhibits P1, P2, P3 and P9.

That a total amount of UGX.4,551,050,000/= (Four Billion Five Hundred Fifty One Million Fifty Thousand) was paid to the plaintiff by the Government through the defendant for various land transactions between the plaintiff and the Government of Uganda.

Unknown to the complainant that all monies owing from the Government had been paid through account No. 0341467136 belonging to Hall and partners, the complainant authorised the law firm of Kasirye, Byaruhanga & Co. Advocates to recover the outstanding monies.

That by letter dated 16th May 2011, the ministry of Justice and Constitutional Affairs clarified to the plaintiff's lawyers that a total amount of UGX.1,180,000,0000/= (one billion one Hundred eighty million shillings) owed to her by the Ministry was duly paid to her through her lawyers trading as Hall & Partners.

That in the letter dated 22nd June 2010 indicated that on or around 25th November 2008 Ministry of Lands informed the defendant that they still owed the plaintiff UGX.1,355,878,250 for which the Government denied.

The plaintiff acknowledged that the defendant remitted UGX.1,000,000,000 on 4th December 2008 and UGX.620,000,000/= on 6th January 2009 unto her account but never made any further payment of the balance. What is in dispute in this suit is the balance of UGX.3,831,050,000/=.

In a defence statement on oath, the defendant informed court that the plaintiff hired him on Retainer under two Retainer Agreements at an agreed fee of UGX.600,000,000/= and UGX.1,000,000,000/= and he retained this money as his legal fees.

In his written statement of defence (paragraph 5) the defendant claimed to have paid UGX.2,825,694,000/= and USD.10,500 and also makes a counter claim for UUGX. 232,000,000/= and USD. 52,000.

In his submissions, counsel for the defendant further explains that the total amount received from the Government is UGX.4,551,050,000/= and excluding Instruction Fees of UGX.1,600,000,000, it amounts to a sum of UGX 2,951,050,000/= that was due and payable by the defendant to the plaintiff.

Counsel states that the amount received and paid to the plaintiff and as proven by documentary evidence is UGX.3,169,444,000= to and for the benefit of the plaintiff upon her instructions.

My duty is to establish whether the defendant remitted sums which the plaintiff denies having received.

As regards UGX. 85,000,000 allegedly paid to Jaffer for the Land Cruiser by the defendant, the record has Exhibit P11 which is a Statutory Declaration to show that King Oyo paid

UGX. 85, 000,000/= for the land cruiser. Counsel for the defendant has argued that King Oyo is not a party to the suit and besides by 2007 he was still a minor and could not possibly have had UGX. 85,000,000/= to pay the said Abdalla Jaffer.

I do not agree with counsel for the defendant's submission because being a King, he had different entitlements including money which he could use to acquire such a car. However, it is noticeable that the Statutory Declaration alluded to is not supported by any receipt or Sale Agreement to show the transaction between King Oyo and Abdalla Jaffer. This court cannot rely on the Statutory Declaration only.

I am more on a balance of probabilities convinced that the defendant made a transfer of UGX.80m to Abdalla Jaffer on 13/01/2009 for the purchase of this vehicle as proved by Exhibit D24 because as stated in the Statutory Declaration King Oyo bought a vehicle worth about the same amount the defendant transferred to Abdalla Jaffer. It is my finding that the defendant remitted a sum of UGX.80m to the defendant through a third party called Abdallah Jaffer.

As regard the UGX.1,100,000,000 allegedly paid by the defendant to the plaintiff, the defendant brought Exhibit 27 which is a photocopy to show that he paid the above sum in cash to the plaintiff. He however says that the original copy of Exhibit D27 was taken from the defendant's office together with several other documents by the police.

However, i have noticed some inconsistencies in the defendants testimony because in his evidence in chief and cross examination, the defendant stated that he paid the plaintiff at home in Munyonyo yet in the Criminal Court Exhibit 'D28' page 68 last 2 lines he claims to have paid her at her home in Muyenga.

Furthermore, the defendant stated in cross examination in this court that he had dollars which he exchanged in Crane Bank and took cash to the plaintiff in Munyonyo but in the Criminal Court Exhibit D28 page 68 lines 2 it shows that he withdrew the money from Crane Bank from his dollar account.

These are major inconsistencies which go to the root of the matter and hence waters down the defendants evidence of Exhibit D27. The defendant has failed to prove that that Exhibit D27

is not a forgery. I will thus conclude that the defendant never paid the plaintiff a sum of UGX 1,100,000,000 as Exhibit D27 shows.

As regards the alleged loan of UGX.750,000,000 from the defendant to the plaintiff through Haks Express Limited for the purchase of plaintiff's Munyonyo residence, the defendant claims that this payment is buttressed by Exhibits D6, D7, D8, D9 and D10. That under Exhibit D6 which is the Sale Agreement for the house, the defendant claims he paid to the representatives of the Seller, the sum of UGX.50m in cash from Barclays Bank Garden City . That Under Exhibits D7 and D8 he transferred the sum of UGX.500m to the Seller's Bank Account in Bank of Baroda on 12th April 2008.

That under Exhibits D9 and D10 the defendant transferred the sum of UGX.200m to the same Seller's Bank Account with Bank of Baroda on 19th April and the total amount paid to the Seller under the Sale Agreement and for the benefit of the plaintiff is UGX 750m.

On the other hand, the plaintiff states that she gave the defendant UGX.290,000,000= cash down and she was not challenged in cross examination.

The plaintiff stated that evidence shows that she borrowed UGX.300 m from DFCU on 25/08/2008 out of which she says the balance of UGX.160,000,000= was paid for the Munyonyo house while UGX.140m was credited on her DFCU account.

Concerning this issue, the defendant has tendered in Exhibit D6, which is the Sale Agreement where he was acting as an agent to purchase a house in Munyonyo worth UGX.750m on behalf of the plaintiff. This is further supported by Exhibits D7, D8 and D9 showing transfer of the money.

I have however observed that the Sale Agreement is between Haks Express Ltd and Kemigisha Best (Plaintiff) acting through Bob Kasango (defendant) as an agent and yet Exhibits D7 and D 9 show that the money was transferred from the defendant's account to HABA GROUP (U) Ltd which is a separate and distinct company from Haks Express Ltd.

If the defendant had entered into a Sale Agreement for the purchase of the house with Haks Express Ltd, why then did he pay Haba group (U) Ltd? There is no letter authorising Haba

Group (U) Ltd to receive money on behalf of Haks Express Ltd on the record. This points to the fact that the Sale Agreement could be a forgery.

On the other hand, the plaintiff has attached Exhibits 'D15' to show that she got a loan of UGX.300,000,000/= from DFCU Bank although she does not show what the money was used for. The plaintiff also states that she gave the defendant UGX.290,000,000= cash down to purchase the Munyonyo house and this evidence was never challenged although she does not provide evidence for this, it is more probable that she gave that money.

Since the defendant has failed to prove that he remitted money to Haks Express Ltd for the purchase of the Munyonyo house but instead remitted it to Haba Group (U) Ltd, it is my finding that the plaintiff never received the sum of UGX.750,000,000/= from the defendant.

In regard to 500,000,000/= from Ministry of Gender, the plaintiff stated that indeed UGX.500,000,000/= was paid by Gender to a purported Joint Account No.1011632 opened and operated by the defendant. That Exhibits 'P19' and 'P20' show that out of the Gender money the defendant transferred UGX.143,000,000/= to himself.

According to the evidence on file, Exhibit 'P15' shows that a sum of UGX.500,000,000/= was deposited on a joint account of Bob Kasango and Best Kemigisha in the Financial Year 2007/2008. Exhibit 'P20' shows that the defendant transferred a sum of UGX.143,000,000/= to himself since the Bank mandate showed that either party would sign. It thus follows that the defendant paid himself from the money the plaintiff had received from the Ministry of Gender.

In respect of Retainer Agreements worth UGX.1,600,000,000/=, in her submissions the plaintiff denies ever entering any agreement with the defendant. She stated that;

“I never made an agreement with him for the retention of any fees from my payment. I demand that he shows the letter of authority and he gives me the agreement for fees. She further stated thatI never signed a Retainer Agreement. These are not my signatures. I never signed their agreement. I never signed for the UGX.I billion as a fee and these are not my signatures. I signed for UGX.600 million as your fees.”

Counsel for the plaintiff also stated that by not calling the Notary Public who attested to due execution of the agreement, the defendant failed to discharge the burden.

It is observed that there are so many inconsistencies in regard to the defendant's testimony in regard to this issue. In the testimony of the defendant on page 67 lines 5-6 of Exhibit 'D28', he stated that both agreements were signed at Kabira Country Club but in cross examination he said that the agreement for UGX.1billion was signed in Munyonyo while the one of UGX.600,000,000/= was signed in the evening at Kabira Club.

Furthermore, the defendant in evidence in chief stated that he signed the two agreements before the Notary Public but in cross examination he said the plaintiff signed the agreement of UGX.1bn in the absence of Notary Public.

As stated by counsel for the plaintiff, the plaintiff signed for fees of UGX.1bn in the absence of a Notary Public which contravenes the mandatory provisions of S.51 (1) (c) of the Advocates Act. It is also noticeable that both agreements were not sent to and registered by the Law Council.

When the Law Council was asked to clarify whether the defendant had deposited this agreement in ID3, the Law Council replied that the agreements were never deposited with them.

The defendant tendered in duplicate copies of these agreements and stated that the police took the originals from his office and all efforts to secure the originals have been in vain.

In his submissions, the defendant's counsel states that the Retainer Agreements were executed on the same day i.e. the first of UGX.600m in the morning at the residence of the plaintiff then in Naguru and the second of UGX.1 billion at Kabira Country Club Lounge on the evening of the same day in the presence of the plaintiff.

One wonders why both agreements were not signed at the same time and in the same place. The defendant does not give any reason why the Retainer Agreements were not signed in the same place and at the same time.

It is my finding that the defendant has failed to prove that the plaintiff signed the Retainer Agreements of 1.6 billion and the inconsistencies in the defendant's testimony depict that the above Retainer Agreements were a forgery and illegally made.

Issue II: Whether the defendant legally paid himself as per the alleged Retainer Agreement?

In the Retainer Agreements exhibited as D20, Section 3 provides that the client shall pay the firm Uganda shillings one Billion (UGX.1,000,000,000=) only of the total payments received from Government of Uganda, such sum being deductible from the source. The second agreement also provides that the client shall pay the firm UGX.600,000,000/= such sum being deductible from the source.

This implied that according to the above agreements, the defendant law firm would deduct the Retainer Fees from the account as and when it came in from the Government of Uganda.

However, it has been established that the defendant failed to prove that the plaintiff signed both Retainer Agreements, and both agreements were not made before a Notary Public contrary to section 51 (1) (c) of the Advocates Act and were also not deposited with the Law Council contrary to section 51 (1) (c) of the Advocates . Therefore, the contents of the agreement are also not admitted as truth.

The defendant was not therefore legally entitled to retain a sum of UGX.1,600,000,000 as Retainer Fees.

Issue III: Whether the plaintiff owes the defendant any money as claimed in the counterclaim?

Having found as above and having carefully analysed the evidence as a whole, I am unable to find that the plaintiff owes the defendant any money. The counter claim has not been proved. It is dismissed.

Issue IV: What remedies are available for the parties?

The plaintiff made a claim of a sum of UGX.3,831,050,000/= from the defendant. The plaintiff admitted receiving UGX.1,020,000,000/= (one billion twenty million only) from the defendant although she had pleaded UGX.720,000,000/=. Exhibit D5 shows that the defendant made a cash payment of UGX.75, 000, 000/= (seventy five million) to the plaintiff's account at DFCU and this brings the total of undisputed payments received by the plaintiff to UGX.1,095,000,000/=. That so far out of UGX.4,551,050,000/= the defendant is indebted to the plaintiff in the sum of UGX.3,456,050,000/=.

It must be remembered that this court also found that the defendant made a transfer of UGX.80m to Abdalla Jaffer for the purchase of the vehicle as proved by Exhibit D24.

If this sum of UGX.80,000,000/= is deducted from the sum of UGX.3,456,050,000/= the money that is due and owing to the plaintiff is UGX.3,376,050,000/=. The defendant is therefore ordered to pay a sum of UGX 3,376,050,000/= to the plaintiff.

It is also ordered that interest at court rate will be paid on the decretal sum from the time of judgment until full payment. The plaintiff is also ordered to pay costs of the suit to the plaintiff.

The counter claim is dismissed with no order as to costs.

Stephen Musota

J U D G E

02.03.2017

02/03/2017:-

Mr. Oundo David Wandera for the plaintiff, Best Kemigisha.

Plaintiff represented by her Personal Assistant Johathan among others.

None for the defendant.

Milton for Clerk.

Mr. Oundo:-

The matter is for judgment.

Court:-

Judgment read and delivered.

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AJIJI ALEX MACKAY
DEPUTY REGISTRAR

02/03/2017