

THE REPUBLIC OF UGANDA
IN THE HIGH COURT OF UGANDA AT KAMPALA
CIVIL DIVISION
MISC. APP. NO. 555 OF 2018
ARISING FROM MISC. APP. NO. 153 OF 2016
ARISING FROM MISC. APP. NO. 192 OF 2000
ARISING FROM CIVIL SUIT NO. 207 OF 1993

1. TUMWIJUKYE MPIRIRWE
2. BUSINGE NOAH
3. BABIGUMIRA JENNIFER
4. MUHEREZA ABEL
5. BANUHIGA HILLARY
6. ALIHO JUTUS APPLICANTS
7. SERESTINI NGABIRANO
8. DAVID TINFAYO
9. SAN KURINAMANYIRE
10. MILTON BAMPABURA
11. BENON BUTERE

VERSUS

1. LT. COL. KABAREEBE DAVID
2. KAGABA JOSHUA
3. MILTON TWEHANGANE
4. KATURA ONESMUS RESPONDENTS

AND

1. M/S BASHASHA & CO. ADVOCATES
2. M/S TWINOMUGISHA SHOKORO & CO. ADVOCATES
3. M/S SEBANJA ABUBAKARI ADVOCATES
4. M/S MUKIIBI KYEYUNE & CO. ADVOCATES

5. **M/S DIDAS NKURUZIZA & CO. ADVOCATES**
6. **M/S NYANZI, KIBONEKA AND MBABAZI ADVOCATES**
7. **M/S MUSHABE, MUNUNGU & CO. ADVOCATES**
8. **M/S NEWMARK ADVOCATES**
9. **M/S DAVANTI UNION LTD**
10. **MR. PIUS KWESIGA :::::::::::::::::::::::::::::::::::::: INTERESETED PARTIES**
11. **MR. HENRY MAKMOT**
12. **MR. MUGISHA NICODEMUS**
13. **MR. AMON BAHUMWIRE**
14. **MR. MICHAEL MAWANDA**

BEFORE: LADY JUSTICE LYDIA MUGAMBE

RULING

a) Introduction

1. The Applicants filed this application under sections 26 (3), 38(f) and 98 of the Civil Procedure Act, section 33 of the Judicature Act and Order 52 rule 1 of the Civil Procedure Rules seeking orders and declarations that:
 - i. The 1st, 2nd, 3rd, 4th and 6th Applicants are the lawful, elected, duly registered and certified by the Uganda Registration Services Bureau (herein after URSB) as members of the central executive committee of Mpokya Evictees & Court Compensation Beneficiaries Association Ltd (herein after MECCABEA) formed by and representing all the beneficiaries of Misc. app. 192 of 2000 arising from HCCS No. 207 of 1993 and the consequential certificates of order against government.
 - ii. The consent order in Misc. application No. 688 of 2016 entered on 15th November 2016 by some of the parties herein be implemented by way of verifying the true identities and funders of the suit and through their respective representatives and/or attorneys be paid the proceeds of the certificate of order against

government dated 18th May 2016 arising from Misc. application No. 192 of 2000 of Ug. Shs. 20,251,814, 400 (Uganda Shillings Twenty Billion Two Hundred Fifty One Million Eight Hundred Fourteen Thousand Four Hundred).

- iii. The revised register of beneficiaries and their funders filed with URSB as at 9th May 2018 reflecting MECCABEA's members be approved as the true verifiable list of the beneficiaries and funders of the suits arising from HCCS No. 207 of 1993 as registered by the late Benon Turyamureeba.
- iv. The consent order in Misc. application No. 192 of 2000 arising from HCCS No. 207 of 1993 executed between the 1st, 2nd, 3rd and 6th interested parties and the late Benon Turyamureeba the lawful attorney of the beneficiaries be declared valid and proportionate payments be accordingly made to the said law firms together with M/s. Nangumya & Co. A dvocates appointed by MECCABEA.
- v. The 5th interested party be declared the lawful appointed collection agent for the sums due under the decree in HCCS No. 207 of 1993 who shall pay to the beneficiaries thereof as agreed in the consent order dated 15th November 2016 and/or as determined by this court.
- vi. The 10th, 11th, 12th, 13th and 14th interested parties as funders of various activities of MECCABEA be paid proportionately as agreed in the consent order of 15th November 2016 and any other binding company resolutions.
- vii. Respondents be declared as entitled to compensation as registered beneficiaries of the decree in HCCS No. 207 of 1993 and/or as attorneys of the registered lawful beneficiaries/funders verifiable in MECCABEA register.
- viii. 1st, 2nd, 3rd, 4th, 5th and 6th Applicants are the lawful representatives of the registered members of MECCABEA and are entitled to receive the compensation monies and effect payments to the respective beneficiaries thereof.
- ix. Costs of the application be provided.

2. The Applicants were represented by Ms. Faridah Ikyimana of M/s. Geoffrey Nangumya & Co. Advocates, the Respondents and the 7th interested party were jointly represented by Mr. Gureme Mushabe and Mr. Kenneth Munungu of M/s. Mushabe, Munungu & Co. Advocates, Mr. Mpumirwe Abraham represented the first interested party and Mr. Owen Murangira of M/s. Owen Murangira & Co. Advocates represented himself as an interested party.
3. The application was supported by the affidavit of Mr. Businge Noah a beneficiary of the decree in HCCS No. 207 of 1993 and an elected secretary of the central executive committee of MECCABEA. The grounds are briefly that the 1st to 6th Applicants are the elected central executive committee and attorneys of MECCABEA. That the register of the beneficiaries and their funders was filed with URSB on 9th November 2018 reflecting the company records of the true members of the company as the approved list of beneficiaries and funders. That the consent order executed between the 1st, 2nd, 3rd and 6th interested parties and the late Benon Turyamureeba is valid and proportionate payments should be made to the said firms accordingly by the appointed collector.
4. Mr. Businge further deponed that the 5th interested party has been appointed as the agreed collection agent of the sums due under the decree in HCCS No. 207 of 1993. The 10th, 11th, 12th, 13th and 14th interested parties are funders of various activities of MECCABEA who ought to be paid proportionately as agreed in the consent of 11th November 2016 and any other binding appointment letters and company resolutions. That the Respondents are entitled to compensation as registered beneficiaries of the decree in HCCS No. 207 of 1993 as representatives and/or attorneys of the lawful beneficiaries in the MECCABEA register and that it is just, fair and equitable that this application is allowed.
5. The Respondents opposed the application. The first Respondent deponed that he, the 2nd and 3rd Respondents are donees of powers of attorney to represent the 1,097 judgment creditors in Misc. app 192 of 2000. That MECCABEA is a fraudulent scheme to cheat the judgment creditors of the fruits of their judgment and that the previous amounts were misappropriated by the late Benon Turyamureeba under the guise of running MECCABEA activities. That the judgment creditors are only 1,097 yet membership of MECCABEA is 1,870. That claimants

1, 096 -1,870 on the Applicants' annexure C are strangers to the suit fronted for purposes of defrauding the judgment creditors. That through their fraudulent scheme of MECCABEA, the Applicants have positioned themselves to take 61% of the decretal sum and leave the judgment creditors with only 39%. That M/s Didas Nkuruziza & Co. Advocates has since withdrawn from this matter and they appointed M/s. Mushabe, Munungu & Co. Advocates to collect the decretal amounts from Attorney General and only pay it out after a thorough verification exercise conducted by the local authorities of the area.

6. The fourth Respondent deponed that he is an attorney with powers to represent 600 members of Bugangaizi Settlers Rehabilitation and Development Association (BUSEREDA). That none of the Applicants have received any valid and/or lawful powers of attorney from members of BUSEREDA and that numbers 1095 to 1870 of the alleged beneficiaries in the revised register of members as at 9th May 2018 are people who are not party to the suit but were inserted therein with the intent to defraud the true beneficiaries. That the late Turyamureeba defrauded the beneficiaries to the extent that the President of Uganda ordered for his investigation, arrest and prosecution for embezzlement but he died before this was done. That the alleged agreements and/or undertaking executed by Benon were executed fraudulently to the detriment of the beneficiaries. Further that since M/s. Nkuruziza & Co. Advocates withdrew from the role of a collection agent, they appointed M/s. Mushabe, Munungu & Co. Advocates to be the collection firm to receive the decretal sums from government.
7. The first interested party opposed this application through the affidavit of Ms. Joan Namanya an advocate of the High court practicing with the first Respondent. She deponed that the application is a sham, untenable in law, an abuse of court process only intended to interfere with the execution in Misc. app No. 192 of 2000 and should be dismissed. That the instructions given to the first interested party dated 28th October 2003 and 10th December 2003 are still valid and have never been withdrawn. That in 2003, Benon Turyamureeba entered into an agreement with the government that all payments should be made through Mulenga & Karemera Advocates (now Didas Nkuruzinza & Co. Advocates) for onward transmission to the beneficiaries which is still binding and should be adopted by this court.

That the beneficiaries have not appointed any other attorney at all and that to allege that the register of the beneficiaries of the decree in HCCS No. 2017 of 1993 registered with URSB under MECCABEA is a true representation of true beneficiaries is false, illegal, fraudulent and a misrepresentation. Ms. Namanya prayed that court orders for payment through M/s. Didas Nkurunziza & Co. Advocates.

8. The 7th interested party also opposed the application through the affidavit of Mr. Kenneth G Munungu a partner with M/s. Mushabe, Munungu & Co. advocates. He deponed that their law firm received instructions in 2009 to represent 606 judgment creditors which they have executed through various miscellaneous applications. The law firm also represented all judgment creditors in Misc. app 318 of 2016 wherein they secured a mandamus order on 20th April 2018. That whatever alleged agreements and/or undertaking by Benon Turyamureeba were entered fraudulently and to the detriment of the intended beneficiaries' interest and prayed that the application is dismissed with costs.
9. The Applicants filed two affidavits in rejoinder. One by Mr. Businge Noah and the other by Mr. Kurinamanyire Sam who is a judgment creditor. They deponed that the powers of attorney presented by the Respondents are full of forged signatures and most of the persons mentioned have never been beneficiaries of the decree all of whom registered under MECCABEA. That the 1097 judgment creditors whom the Respondents purport to represent are members of MECCABEA and the Respondents have never been elected to represent the beneficiaries. That a number of persons listed in the powers of attorney including Mr. Kurinamanyire have denied giving powers of attorney to the Respondents as their signatures were given under mistaken belief for purposes of receiving compensation which were later attached to powers of attorney without their knowledge.
10. That the beneficiaries learnt of these powers of attorney on 5th February 2019 while in court and have since revoked the same. That Uganda police has commenced investigations into the powers of attorney and the Respondents have no power and authority to handle any claims for the members of MECCABEA. That M/s. Mushabe and Munungu Advocates is an adverse party who has challenged MECCABEA's status since 2006 and can't be seen as a neutral

party to fairly distribute the compensation and that parties have signed a consent agreeing to Didas Nkuruzinza as a neutral debt collector and there is no reason to suddenly change.

11. Mr. Wanyama Kodoli a State Attorney deponed an affidavit on behalf of the Attorney General who was joined to this application by this court as a necessary party for purposes of its effective disposal. Mr. Wanyama in his affidavit detailed the court history of the Mpokya claimants.
12. Owen Murangira of M/s Owen Murangira & Co. Advocates claims that they were instructed and represented the former attorney the late Turyamureeba Benon in court and also carried out research. As such they are entitled to payment of their remuneration fees.
13. Although there are many interested parties, only the 1st, 5th, 7th and M/s. Owen Mulangira filed pleadings and/or correspondences in this application. M/s Didas Nkurunziza & Co. Advocates in their statement filed on 20th February 2019 stated that they are not a party to this application and were not added as interested parties with their consent or at their behest. They also stated that they were not able to act in this matter on behalf of the Plaintiffs any further due to lack of coherent and lawful instructions. They explained that their instructions ended with the death of Benon Turyamureeba and have no fresh instructions from the beneficiaries or their new attorneys after his death.

b) Analysis

i. Who to pay

14. I have considered all the pleadings and submissions of the parties. Some parties contend that the second and final instalment payment which was the subject of the mandamus application No. 318 of 2016 and Misc. app. No. 192 of 2000 should be paid to M/s. Didas Nkurunziza and Co. Advocates. Others claim the payment should be through M/s. Mushabe Munungu and Co. Advocates. It is not disputed that Didas Nkurunziza & Co. Advocates was the collecting agent of the Mpokya victims at the time the first instalment was paid. However

although this law firm filed the mandamus application, the claimants were initially represented by both Mr. Nkurunziza of this law firm and Mr. Mushabe of M/s. Mushabe Munungu & Co. Advocates. Mr. Mushabe prosecuted the mandamus application at the hearing as the claimants' lawyer and is their lawyer in this application. There was no dispute about Mr. Mushabe representing the Applicants until the mandamus orders were secured for payment of this balance. By this time M/s. Nkurunziza and Co. Advocates were not coming to court. Mr. Mushabe continued to represent the claimants and there is no satisfactory evidence that they withdrew instructions from his law firm at any one time. Moreover, some of the beneficiaries of the suit money are disagreed on their second instalment money being paid through M/s. Nkurunziza and Co. Advocates and in line with this refused to sign a proposed memorandum to this effect.

15. I get the impression that at the time of payment, the claimants are being confused by different people who want their money to be received through them or persons they can comfortably influence. Nonetheless in all fairness, M/s. Mushabe, Munungu & Co. Advocates are the lawyers who have represented these claimants through the mandamus application and at this time when the second instalment is to be paid. Moreover, there is a concern from some of the claimants that when the first instalment was paid through M/s. Nkurunziza and Co. Advocates, they did not receive their payment; that Benon Turyamureeba fraudulently deprived the genuine claimants of their money. In these circumstances, I see no justifiable reason why the claimants whose money is being paid by virtue of a successful mandamus application should not be paid through M/s. Mushabe, Munungu & Co. Advocates who represented them for the mandamus application. They are the lawyers of the claimants at this material time. I cannot subject the claimants to previous agreements for purposes of receiving their money especially where their attorney- Turyamureeba is said to have entered some fraudulently to deprive the legitimate claimants of their monies. As claimants it is within their rights to change lawyers even if only for purposes of payment.

16. It is also important to note that in the 20 February 2019 statement of M/s. Didas Nkurunziza and Co. Advocates on being added as the 5th interested party, this law firm explained that this addition was not on their consent or at its behest. They also explained that they had earlier

been instructed to act on behalf of the Applicants by Benon Turyamrureeba who died in early 2016 and have never received new instructions from the claimants or any duly instructed agent of theirs. (See paragraph 6). In paragraph 10, they explained that they are not able to act on behalf of the plaintiffs any further and will not accept to receive any money from the government of Uganda in this matter unless this court directs so.

17. Even in annexure A dated 7th September 2016 to the Respondent's written submissions, M/s. Nkurunziza and Co. Advocates stated the above position and were unequivocal in responding to M/s. Bashasha and Co. Advocates. In the last paragraph they unequivocally stated that they have withdrawn from representing the claimants and by copy of this letter informed the Attorney General, Solicitor General, Secretary to the treasury, M/s. Newmark Advocates, M/s. Mushabe, Munugu & Co. Advocates, M/s Geoffrey Nangumya & Co. Advocates, M/s. Twinomugisha Shokolo & Co. Advocates, M/s. Sebanja & Co. Advocates, Major David Kabareebe and Mr. Joshua Kagaba. Going by this letter, this would mean that M/s Nkurunziza and Co. Advocates on their own volition withdrew from the case as at 7th September 2016. This left M/s. Mushabe, Munungu & Co. Advocates as the only lawyers for the claimants.

18. It cannot be that a law firm ably and successfully represents its clients with no complaint, then some people come up to challenge payment being made through the said law firm at the time of payment. It would be grossly unfair and unprofessional. This court has no notice of any other lawyers for the claimants and in these circumstances, sees no reason why the claimants' money should not be paid through M/s Mushabe Munungu and Co. Advocates.

ii. Powers of attorney

19. The powers of Attorney, annexure A obtained by the 1st, 2nd and 3rd Respondents with the signatures of the 1083 donors look authentic and proper on their face. They have a duty stamp and are certified as registered in the registry of documents as at 13th June 2018. I take them as valid. In the said powers of attorney, the three are appointed as the lawful attorneys to represent the claimants in matters touching their compensation from government in Misc.

application No. 192 of 2000 arising from civil suit No. 2017 of 1993 and any matter that may arise stemming from the cause of action in Misc. app No. 192 of 2000. They are a result of abatement of powers of attorney previously granted to Benon Turyamureemba which lapsed upon his death.

20. Mr. Kurinamanyire San swore an affidavit in rejoinder saying that the donors denied giving these powers of attorney to the Respondents as the signatures were given under mistaken belief for purposes of being paid and were later attached on the powers of attorney without their knowledge. This court considers that there was no mistaken identity. It is true that the powers of attorney were obtained by the three donees to ensure that the balance payment to the donors by government was paid. The Applicants claim that the police is investigating these powers of attorney but produce no scintilla of evidence for these police investigations for the court's satisfaction.

21. The Applicants produce annexure G/C as a revocation of the powers of attorney to the Respondents. While on the face of it the revocation looks authentic, they are not signed by all the donors. Moreover the revocation includes signatures of donors who are not on the original list. Of the 1097 undisputed original Mpokya claimants, a total of 702 did not sign the alleged revocation. Out of the 773 funders included in the revocation a total of 458 did not sign this revocation. For others there is a thumb print with no indication of which hand it is. In these circumstances, even if I considered the revocation as valid (which I do not) it cannot be said to be a revocation in respect of all the donors who gave powers of attorney to the three donees.

22. This court takes the view that at the time of payment, different persons are misrepresenting to different groups of the legitimate claimants and in the process creating divisions amongst them and turning some members amongst their attorneys. As a result of this confusion, we have powers of attorney and a revocation. Unknown to the claimants, the persons confusing them are only looking for ways to get portions of their money through deceit and misrepresentations.

23. One wonders why these conflicts were not there before the mandamus application was granted and became rife only once the court directed that the claimants balance money be paid. Considering the three donees instructed M/s. Mushabe, Munungu & Co. Advocates before court granted the award and given they have proper powers of attorney, this court considers that they rightfully acquired the powers of attorney in issue. I have no basis to say that their powers of attorney are fraudulent. I find that the Respondents are the lawful attorneys and representatives of the Mpokya claimants at this material time and are entitled to receive (through their lawyers M/s. Mushabe Munungu & Co. Advocates) the second instalment of the compensation money and effect payment to the respective beneficiaries either directly or through lawyers of choice.

iii. MECCABEA

24. The Applicants present that any payment of the claimants' money must be through MECCABEA representatives. MECCABEA is a creature that includes persons or funders who were never part of the original Mpokya claimants. The Respondents' powers of attorney were not from MECCABEA but from the 1083 claimants in the Mpokya case. So it is not clear why the Applicants adduce a revocation of powers of attorney from MECCABEA. In any event, even if MECCABEA was considered to be properly involved, not all the original members who formed MECCABEA signed the revocation as explained above.

25. At the oral hearing counsel for the Applicants tried to argue that MECCABEA gave powers of attorney to Mr. Aliho Justus- the son of the late Benon Turyamureeba. Without the individual members signing the powers of attorney, such alleged powers cannot be valid. Moreover, there's no company resolution to the effect that MECCABEA had appointed the said Aliho Justus as the attorney. In all events, as the attorney Mr Turyamureeba died, the powers of attorney he held died with could. His son- Mr. Aliho could not inherit them, they aren't hereditary.

26. But there is something more intriguing about MECCABEA. MECCABEA was created around 2002/2003. This was after the 1097 Mpokya claimants got judgment in civil suit 207

of 1993. The claims in court in that suit or the mandamus had nothing to do with MECCABEA. Many of the 1097 claimants in the Mpokya cases dispute having authorized the creation of MECCABEA to include alleged funders and others to lay a claim on their awards in the Mpokya cases.

27. It can also be easily inferred that MECCABEA was created through tricks, fraud and deceit as a way to steal part of the legitimate claim awarded to the Mpokya claimants. That it was registered with URSB does not entitle MECCABEA including the alleged funders to lay a claim on the Mpokya claimants money which is proceeds from a suit the said funders were not party.

28. Such agreements of remuneration of funders from the proceeds of the judgement are typical champerty agreements that are illegal and unenforceable. I also do not take lightly, but rather consider strongly the Respondents' contention that as their attorney, Mr. Benon Turyamureeba entered into fraudulent agreements to the detriment of the beneficiaries. A holder of powers of attorney has a duty to act in the best interests and on the direction of the donors of the said power.

29. He cannot act to the prejudice of the donors just because he holds the powers of attorney. He cannot take advantage of his position to defraud the donors. Whatever he does in fraud and deceit can be successfully challenged as illegal and unenforceable. In this case, it is unfathomable that Mr. Turyamureeba was acting legally and in the best interests of the donors when he bound most of the claimants' first instalment monies in illegal and mainly unenforceable agreements. The donors must be protected from such outright fraudulent transactions. In the circumstances of this case, I am therefore disinclined to authorize the payment of any part of the suit claim which is for the Mpokya claimants to MECCABEA or through its attorneys or agents.

iv. Champerty and maintenance

30. Champerty is defined in Halsbury's Laws of England third volume at page 41 to mean "maintenance of an action in consideration of a promise to give the maintainer a share in the

subject matter or proceeds thereof (r). Unlike other kinds of maintenance, champerty is not excused by blood relationship (s).”

31. In **Shell (U) Ltd & Ors v. Rock Petroleum (U) Ltd Misc. App No. 645 of 2010 (No. 2)**

Justice Irene Mulyagonja Kakooza defined maintenance as “the rendering by one person, improperly, of assistance to another in prosecuting or defending proceedings in which the person so rendering assistance has no legitimate interest. {Oliver LJ. In **Trendtex Trading Corp v. Crédit Suisse [1980] 3 All ER 721, at 749**}. It is "a taking in hand, a bearing up or upholding of quarrels or sides, to the disturbance of the common right (Curzon Dictionary of Law). Champerty is merely an aggravated form of maintenance and is constituted by an agreement between the maintainer and the maintained for the division of the proceeds of the suit (**Trendtex Trading Corp v. Crédit Suisse, supra**). Among lay persons, this is known as “buying into someone else's lawsuit.” (See also **Giles v Thompson [1993] 3 All ER 321, at 329**). Champerty has also been described as “sharing in or dividing the spoils of litigation.”

32. On appeal arising from the decision of Justice Irene Mulyagonja, the Supreme Court in **Shell (U) Ltd & Ors v. Muwema & Mugerwa Advocates & Solicitors & Anor Civil Appeal No. 02 of 2013**

confirmed the above principle of law. Justice C.N.B Kitumba who wrote the lead judgment explained thus: “I have considered the argument by counsel and the authorities quoted by counsel on champerty and maintenance. The law prohibiting such practices by advocates has been codified in the Advocates Act and the Regulations made there under. Mr. Byenkya’s argument that because we have a strong legal system these two are no longer offences is, with respect, not correct. Champerty and maintenance are against public policy. In **Re Treppca Mines Ltd (1962) 3 ALL ER 351, Lord Denning** said that: “the reason why common law condemns champerty is because of the abuses to which it may give rise. The common law fears that the champertous maintainer might be tempted, for his own personal gain, to inflame the damages, to suppress evidence, or even to suborn witnesses.”

33. Justice Kitumba further stated that “in the case of **Mkono & Co. Advocates v. J W Ladwa (supra)** the doctrines are still applicable in Tanzania under the reception clause notwithstanding the fact that even in the country of their origin they have undergone some

changes... The argument by counsel for the 1st Respondent that champerty and maintenance doctrines are not relevant any more to our legal jurisprudence because of statute law and the strong civil justice system is not plausible. Champerty and maintenance doctrines have been codified in the Advocates Act. It is now not only a matter of common law, but also statute law protecting the public. This court must also take into account the level of civic education of the general population and the numerous complaints made by lay people against Advocates' malpractices.”

34. With this background and alive to the facts of this case, this court considers that so many illegal champerty and maintenance agreements were entered into regarding the suit monies. All these were aimed at unfairly stealing portions of the legitimate claimants' compensation award. Because they are illegal these have to be avoided. The legitimate original 1097 Mpokya claimants need to be protected from them. However, any other lawful claimants not being Mpokya victims who were not settled as part of the first installment payment should be verified.

c) Conclusion

35. Based on all the above this court considers that this application was brought in bad faith, is frivolous and is dismissed with the following orders and declarations;

- i. The suit money shall be paid to the Mpokya claimants through M/s. Mushabe, Munungu & Co. Advocates who are their lawyers at this material time.
- ii. Once received, some of this money shall be released for the verification process of the 1097 Mpokya claimants.
- iii. The verification process of the rightful claimants shall be made within a maximum of one month on receipt of the money and prior to paying the claimants.
- iv. The verification process will determine the original Mpokya claimants or their agents or successors and how much each is entitled to. This verification shall be carried out by the office of the Auditor General, Police, LCs of the area and other relevant officials.

- v. Any other persons claiming including lawyers should present their claims to the Auditor General for verification and payment.
- vi. While paying out, all illegal champerty and maintenance agreements should be avoided.
- vii. Once full payments are made, accountability for the payments should be furnished in court in all events not later than three months from today.
- viii. The Applicants shall pay costs of this application to the Respondents and the interested parties.

I so order.

Lydia Mugambe.
Judge.
21st March 2019.