

THE REPUBLIC OF UGANDA
IN THE HIGH COURT OF UGANDA AT MASAKA
CIVIL SUIT NO. 063 OF 2014

RIVER OF LIFE CHURCH LIMITED PLAINTIFF

VERSUS

SIRAJE BUGEMBE DEFENDANT

Before; Hon. Lady Justice Victoria Nakintu Nkwanga Katamba

JUDGMENT

The Plaintiff, River of Life Church Limited brought this suit against the Defendant, Siraje Bugembe on a claim for trespass seeking general damages, an eviction order and a permanent injunction against further trespass.

The Plaintiff's claim is that it is the registered proprietor for land comprised in Buddu Block 325 Plot 1743 approximately 10.11 hectares at Nyendo/Kitovu Estate having purchased the land from the executors of the estate of the late Joseph Kasibante. In 2013, the Defendant bought a piece of land comprised in Buddu Block 325 Plot 1719 near the Plaintiff's land and since then has been straying onto the Plaintiff's land committing acts of trespass. The Defendant has set up a motor rally track across the Plaintiff's land and periodically hosts motor rally races causing acts of trespass on the Plaintiff's land.

In his amended Written Statement of Defence, the Defendant denied the claim and averred that at the time of the purchase of the suit land by the Plaintiff, he was already occupying a *kibanja* on the Plaintiff's land which he inherited from his father Juma Kasibante Mukudde (brother to the late Joseph Kasibante) and holds letters of administration for his estate. The Plaintiff grew up on the *kibanja* with his siblings and he used to rear cattle and goats thereon from 1997 and planted eucalyptus and pine trees thereon in 2005 and 2013 respectively. In 2009, he agreed with motor sportsmen and women to construct a Motor circuit on the *kibanja* which they did and sports activities have been held thereon since. The sale and purchase of the suit land by the Plaintiff

was null and void since the Defendant was not given the first option to purchase being a kibanja holder thereon.

The Defendant brought a counter claim for trespass and malicious damage to property in which he claims that the Plaintiff's leadership cut down the Defendant's forest in 2014 which amounts to trespass. The late Joseph Kasibante acknowledged in his Will dated 25/7/1984 that some of his relatives including the late Juma Kasibante had kibanja interests on the suit land and this was further acknowledged by Maweje Deo the only surviving biological son to the late Joseph Kasibante vide affidavit dated 16th February, 2010. The Counter-claimant has enjoyed possession of the *kibanja* since 1997 and the counter-defendants encroached and trespassed thereon and destroyed his trees of 2, 3, and 10 years. The administrators of the estate of the late Joseph Kasibante had no authority to sell since they had already filed an inventory and returned their Grant by 22/3/2000. The sale was null and void for having not granted the counter-claimant his right for the first option to purchase his *kibanja* interest since both the vendor and purchaser were aware of his interest. The administrators were sued successfully for mismanagement of the estate vide Civil Suit No. 37 of 2008. The counter-claimant prayed for a declaration that he is a lawful and bonafide occupant/*Kibanja* holder on the land comprised in Buddu Block 325 Plot 1743 at Nyendo, declaration that the counter-defendant trespassed on his *Kibanja* and maliciously damaged his property, a permanent injunction against further trespass, compensatory and general damages.

In the reply to the Amended written statement of defence and counterclaim, the Plaintiff denied the claim and averred that the Counterclaimant/Defendant has never owned any *kibanja* interest on the suit land before 2012. Further, that he has no locus to base his claim on the administration of the estate of the late Joseph Kasibante and he cannot rely on the judgment to which he was not a party.

The Parties agreed to the following issues in their joint scheduling memorandum;

1. Whether the Plaintiff was fraudulently sold and or registered as the Proprietor of the land comprised in Buddu Block 325 Plot 1743
2. Whether the defendant holds a Kibanja interest on the suit land;
3. Whether the Plaintiff trespassed on the Defendant's Kibanja interest
4. What remedies are available to the Parties;

Plaintiff's case;

PW1 Wanjala David Nyongesa gave evidence that the Trustees of the Plaintiff purchased the suit land comprised in Buddu Block 325 Plot 1743 formerly 1592. The land was surveyed and found to be approximately 10.11 hectares. The suit land was bought at Shs. 125,000,000/= and the Plaintiff was registered onto the land on 16.3.12. In 2013, the Defendant acquired a piece of land comprised in Plot 1719 neighboring the Plaintiff and periodically hosts Motor Rally competitions which rallies have caused the fans and spectators to trespass on the Plaintiff's land. Prior to buying the land, they conducted a search from the people around and found that the whole land was vacant and belonged to the estate of Mukudde. They got information from counsel Lwanga that Simeone Bwanika and Lutakome were executors in 2009-2010. They purchased 25 acres on Block 325 Plot 1592.

PW2 Simeone Lutakome the only surviving executor for the estate of the late Joseph Kasibante stated that in 1998, the executors allowed Pastor Duncan Kibaya to occupy and utilize an open and undeveloped parcel of land at Nyendo hill where he established a church and worshipping centre. In 2006, Duncan Kibaya under the Plaintiff expressed interest in buying part of the land then known as Plot 1592 Buddu Block 325. The land was subdivided into Plots 1716, 1718, 1719 and 1743 with the executors as registered proprietors on 07.07.2011. Plot 1743 approximately 10.11 hectares was sold to the Plaintiff and transfer forms were executed on the 11th day of October, 2011. The Plaintiffs are bona fide purchasers of the land. He further stated that by letter dated 30th November, 2012, they had authorized a one Kavuma to use the land for a one day Motor cross event. He also stated that he does not know the Defendant and that there is no person called Juma Kasibante Mukudde. He does not know Nyansio Lule. The land under administration was a large stretch of land at Nyendo and the status of occupants whether kibanja holders or squatters or trespassers could not be ascertained. He does not know where the Defendant's kibanja is. He does not know where the Plaintiff's church is and he did not visit the land at the time of the sale but simply relied on the report of the surveyors.

That was the Plaintiff's case.

DW1 Siraje Bugembe, the Defendant, stated in his evidence that he is the rightful owner of a Kibanja on Plot 1743 having acquired it in 1997 as a gift intervivos from his father, the late Juma Kasibante Mukudde, and has been in occupation of the same to date. The relatives were

exempted from paying Busuulu and the Kibanja boarders another Kibanja which bears their family graveyards. He planted eucalyptus and pine trees and also constructed a permanent house thereon. The Plaintiff's agents encroached on his land on the 20th day of May, 2014 and the criminal matter was referred for determination by civil suit. He owns a kibanja on the land and as such cannot be evicted as a trespasser. The Kibanja in dispute measures about 4 acres. His father gave him documents of ownership BS2 and BS10. There is an ancestral shrine on the Kibanja.

DW2 Bugembe Medi stated that he has been the LC1 Chairperson of Kasaana, Misaali, Masaka District where the suit Kibanja is located since 2001. He affirmed that the Defendant is the kibanja holder on the suit land having acquired the same as a gift *intervivos* from his father, the late Juma Kasibante Mukudde. DW2's grandfather Alozio Kaggwa and the Defendant's grandfather, Abed Mukudde lived in the same village on Nyansio Lule's land and it is where they were both buried. He confirmed that the Defendant started using the kibanja in 1997 during his father's lifetime by running a ranch. By the time the Plaintiff got proprietorship of the suit land, the Defendant was already in possession of the suit *kibanja* part of which he used as a motor rally field and it had pine and eucalyptus trees.

It was also his evidence that the kibanja belongs to the Defendant and that its boundaries are Kyakuwangaza in the east side, his elder brother the late Ahmed Kabanda to the west, Sadiq Kigongo to the south and the Kampala road to the north. The portion in dispute is about 2.5 acres.

DW3 Kavuma Fulgensio stated that in 2009, he got interested in organizing a car and bikes rally and Ssepiriyeno Bwanika gave him the land/venue which he held as a trustee. The land had kibanja holders including the Defendant. One Sadik agreed to give him his land but the Plaintiff refused. He also met with Lutakoome who allowed him to use the land for a fee which he paid. He paid the tenants 1M for the eucalyptus trees that were on the land and whenever he had a rally, he would give the tenants some money for use of their kibanja. He refused to partner with one Lutaaya John a member of the Plaintiff church and Lutaaya later obtained a title to the land and proceeded to destroy all the equipment DW3 had set up. He contacted the Defendant about the destruction and the Defendant told him that he had reported the matter.

That was the Defendant's case.

The court conducted locus in quo on the 19th day of April, 2021, at which PW1 stated that the Plaintiff bought 25 acres on both sides of the road in Misaali Village under Misaali LC1. He stated that the structures that exist on the land were set up by the Defendant and his siblings.

DW1 showed the court the boundaries of the kibanja in dispute and where the house that was demolished was. He also showed court the eucalyptus trees that remained and the shrine behind a house with a green roof.

Court observed that the boundaries described by DW2 were objected to by many residents. DW2 showed court the shrine on the land belonging to the Mbogo Clan which is headed by the Defendant. In the court's sketch drawn at the locus this shrine is not within the boundaries of the disputed land.

Both Parties filed written submissions.

Counsel for the Plaintiff submitted that the Plaintiffs have proved to be bonafide purchasers without notice as they adduced evidence to show that they purchased the suit land which was on top of the hill and vacant, and paid consideration for the same. Counsel further argued that the Defendant cannot claim to be a lawful owner of the kibanja based on the Busuulu and Envujjo Law as there was no evidence of payment of busuulu and the size of the land exceeded 3 acres. The Defendant did not adduce evidence of payment of nominal ground rent under Sections 31(3) and 33(5) of the Land Act which was determined by The Land (Annual Nominal (Ground Rent) Regulations 2011, Statutory Instrument No. 55 of 2011.

Counsel for the Defendant relied on the letter dated 27th September, 2008 to argue that the executors of the estate of the late Joseph Kasibante Mukudde were aware of the Defendant's kibanja interest before the Plaintiff purchase the suit land. That the Defendant's description of the land together with kibanja agrees with the donation agreement dated 5th April 1931. Counsel further submitted that the evidence of PW1 and PW2 was contradictory as to whether there were occupants on the land or not at the time of the purchase and these depicted that the Plaintiff's evidence is untruthful. Counsel argued that the Defendant is a lawful occupant according to Section 29 (1) a) of the Land Act having come onto the land with the consent of the registered owner.

It was also Counsel's argument that the Defendant was not given the first option to purchase and as such the executors intended to defeat his rights as a kibanja holder. The Defendant was in lawful occupancy of his kibanja at the time of the purchase and the Plaintiff was determined to defeat his interests which amounts to fraud. Entry onto the and when the Defendant was in ownership and occupation amounted to trespass. Counsel prayed for compensation of Ugx. 70,000,000/= for the destruction of property, general damages of Ugx. 300,000,000/= and costs of the suit.

Court's determination;

Issue one; Whether the Plaintiff was fraudulently sold and or registered as the Proprietor of the land comprised in Buddu Block 325 Plot 1743.

Counsel for the Plaintiff argued that the Plaintiff is a bonafide purchaser for value without notice of fraud having purchased the suit land which was on top of the hill and vacant and paid consideration for the same.

The term "***fraud***" was given judicial interpretation by the Supreme Court in ***Fredrick J.K Zaabwe vs. Orient Bank & Others, SCCA No.4 of 2006***, per Katureebe JSC (as he then was), as;

"...Anything calculated to deceive, whether by single act or combination, or by suppression of truth, or suggestion of what is false, whether it is by direct falsehood ... a generic term embracing all multifarious means which human ingenuity can devise, and which are resorted to by one individual to get advantage over another by false suggestions or by suppression of truth....and an unfair way by which another is cheated, As distinguished from negligence, it is always positive, intentional. It involves all acts.... involving breach of a legal duty or equitable duty resulting in damage to another."

In the earlier decision, the court in ***David Seijaaka vs. Rebecca Musoke, Civil Appeal No. 12 of 1985*** adopted more or less similar definition of "***fraud***" in ***Black Law Dictionary 6th Edition***, at page 660, as;

"A generic term embracing all multifarious means which humans ingenuity can devise and which are resorted to by one individual to get advantage of another by false suggestions or by

suppression of the truth and includes all surprise, trick cunning, dissembling and any other way by which another is cheated.”

In ***Kampala Bottlers Ltd vs. Damanico (U) Ltd, SCCA No.22 of 1992***, it was held that fraud must be particularly pleaded and strictly proved, the burden being heavier than one on balance of probabilities generally applied in civil matters. It was held further held that;

“The party must prove that the fraud was attributed to the transferee. It must be attributable either directly or by necessary implication, that is; the transferee must be guilty of some fraudulent act or must have known of such act by somebody else and taken advantage of such act.”

Section 59 of the Registration of Titles Act Cap 230 provides that certificate of title is conclusive evidence of title and Section 64(1) provides that the estate of the registered proprietor is paramount and of priority against all interests or other estates of any other person in registered land. However, certificate of title can be impeached for fraud as per Section 167 of the Registration of Titles Act.

The Plaintiff’s claim is that the suit land was purchased following due diligence of a search which was conducted by duly instructed surveyors and that at the time of the purchase, the land was vacant and since they purchased from the executors of the estate, there was no fraud attributed to the Plaintiff as the buyer.

PW1Wanjala David testified that a search was conducted prior to purchasing the suit land and the Plaintiff appointed Ntambi John Baptist of the East African Consultant Surveyors & Valuers to conduct the survey and inspection of the land. Further that a one Duncan Kibaya was hired to make a video of the land for fundraising purposes. PW2 Lutakoome stated that the search was conducted by surveyors and the transaction was concluded relying on the survey report. I must note that the said survey report was not adduced in evidence to verify and authenticate the Plaintiff’s evidence as to the due diligence conducted.

However, from the evidence, it is clear that the Plaintiff’s trustees took steps to ascertain the status of the suit land prior to the purchase.

The Defendant argues that the Executors had no right to sell the land since they had already returned the Grant of Letters of Administration and filed an inventory of the court. I have established that an inventory was filed on the 29/3/2000 wherein it was stated that part of the land was not distributed and it was left for the heir Richard Kityo Kasibante Ngundu. I have also observed a letter on the record dated 27/9/2008 from PW2 Counsel Lutakome one of the executors of the estate in which he stated that the parcels which were not distributed were still under the care of the trustees of the estate for the benefit of the heir. I have observed that the receipts of purchase are from the trustees of the estate.

This evidence shows that part of the estate was still under the care and management of the trustees for the heir and therefore they had power to deal in the estate for the benefit of the beneficiaries. The Defendant's claim that the administrators had no power to deal in the estate after filing an inventory therefore does not stand.

Fraud must be attributed to the transferee as per the case of *Kampala Bottlers Vs. Damanico (Supra)* and the Plaintiff cannot be found to be fraudulent if at the time of the purchase, he had no knowledge of the fraud or the lack of authority to sell the land by the vendors. The certificate of title to the suit land was at the 7.7.11 registered to the executors of the estate of the late Joseph Kasibante and since the certificate of title is conclusive evidence of title (Section 59), I find that no fraud is attributed to the Plaintiff for the purchase and transfer of the suit land.

Issue two, Whether the defendant holds a Kibanja interest on the suit land;

The Defendant's case is that he obtained a kibanja on the Plaintiff's land as a gift inter vivos from his late father, Juma Kasibante in 1997 and that originally belonged to the late Makumbi Abed a brother to Nyansio and that the relatives were exempted from paying Busuulu for it. To rebut his claim, the Plaintiff claims that the Defendant came onto the land after the Plaintiff had purchased the same and Counsel for the Plaintiff argued that the Defendant cannot claim a kibanja interest in the suit land without evidence of payment of Busuulu and considering that the kibanja exceeded three acres contrary to what was stipulated in the Busulu and Envujjo Law of 1928.

Counsel for the Plaintiff contends that the Defendant is a lawful occupant on the suit kibanja having obtained the kibanja from his relatives who entered on the same with consent from the registered owners.

A *gift inter vivos* is defined in ***Black's Law Dictionary 8th Edition at page 710*** as;

“...a gift of personal property made during the donor's life time and delivered to the donee with the intention of irrevocably surrendering control over the property.”

The law, as it relates to the issue of gifts *intervivos*, is well established. In the case of ***Joy Mukobe vs. Willy Wambuwu HCCA No. 55 of 2005 (cited in Trustees, Kampala Archdiocese v Nabitete Nnume Mixed Co-operative Farm Limited (Civil Suit-2000/1559) [2017] UGHCLD 4 (14 June 2017)*** relying on other decided cases, the court held that;

*“...for a gift *intervivos* to take irrevocable roots, the donor must intend to give the gift, the donor must deliver the property, and the donee must accept the gift.”*

The Plaintiff testified that he received the land as a gift from his father, the late Juma Kasibante. This evidence was corroborated by DW2 who has been the LC1 Chairperson of the area where the land is situate since 2001. The Defendant further adduced evidence of a document (BS2a) dated 5-4-1931 relating to donation of the suit kibanja by one Nyansio Lule giving the Kibanja to one Yowana, who later became Abed Makumbi, the Defendant's grandfather.

This evidence was challenged in cross examination and counsel for the Plaintiff argued that the document was not authentic since the type writing used was not in existence at the time the document was made in 1931. I have taken note of Counsel's dispute to the agreement. However, no substantial evidence was adduced to prove that the kind of typewriter used was not in existent anywhere in Uganda at the time. His assertion is not substantiated by evidence, and I will consider the evidence contained in the Defendant's document dated 5-4-1931.

Counsel sought to challenge the Defendant's interest on the basis that there is no evidence of payment of busuulu. The donation further confirms the Defendant's evidence that relatives did not pay Busuulu and in particular, since the kibanja had been donated by Nyansio Lule as a gift *intervivos*, there was no need to pay Busuulu in accordance with the Busuulu and Envujjo law.

I also have to note that the size of the land claimed by the Defendant is not ascertained. Throughout his evidence, the Defendant did not clearly tell court the size of his kibanja. He stated in his evidence that his kibanja exceeds 10 acres and that he estimated that in 2017. The document donating a kibanja to his grandfather did not specify the size of the land. The entire land belonging to the estate of the late Nyansio Lule is vast land as was observed at the locus visit and therefore it can be assumed that there were bibanja holders thereon. The court therefore has to answer the question as to whether the Defendant's kibanja was on Plot 1743 when the Plaintiff purchased the suit land.

PW2 in his evidence confirmed that there were bibanja holders and occupants on plot 1592 although their number and interests could not be ascertained.

Evidence of the Defendant in BS10 shows that the late Joseph Kasibante recognized that there were bibanja holders on his land at Nyendo, where the suit land is located, and this disputed the Plaintiff's evidence that there were no bibanja holders on the land and that the same was vacant.

In the letter dated 27/9/2008, PW2 wrote to several persons alleged to be trespassers on the late Joseph Kasibante's land including the Defendant's father requiring them to vacate. The Defendant's father responded by letter dated 29/9/2008 stating that he had a legitimate claim having acquired his kibanja as an ancient donation. The Plaintiff did not adduce any evidence to dispute these claims and challenge this evidence. PW2 stated that he did not know the late Juma Kasibante or the late Abed Makudde. It is clear from the evidence that PW2 was simply one of the executors and not a family member and further, as executor, he did not have knowledge of the other relatives to the late Joseph Kasibante although he recognized his brothers having bibanja interests on his land, in his Will.

In his evidence the Defendant stated that he has been using the land since 1997 as a ranch, and he planted eucalyptus and pine trees thereon. The Defendant adduced an affidavit of Maweje Deo, son to the late Joseph Kasibante in which he stated that the Defendant has a legitimate claim to a kibanja on the suit land.

The document dated 5-4-1931 of the donation from which the Defendant derives ownership shows that the land that was donated to the Defendant's grandfather had his home and was from Kyakuwangaaza Bulungi Bwa Nsi to the road heading towards Nkole and Kampala. The

Defendant in his witness statement stated that he has a permanent residential home on the land and eucalyptus and pine trees which he put up in 2005. He however retracted his evidence in cross examination and stated that it was a mistake and that he has pine trees on the land of about one and a half years and that the land has an ancestral home.

The court conducted a locus in quo visit and established that the pine trees on the land do not appear old enough to have been planted before 2011 when the Plaintiff purchased the land. Furthermore, it was clearly observed that there is no ancestral shrine on the land in dispute and it is on the adjacent land.

I therefore find from the evidence adduced that indeed the Defendant owns a kibanja in Nyendo-Kitovu given to him as a gift inter vivos by his father. This is the kibanja contained in the document dated 5-4-1931. It is the kibanja as described in that document from Kyakuwangaza bulungi bwa nsi to the road to Nkole and Kampala. It is the kibanja according to the said document with Yowana(Abed) Makumbi's home. The suit land as seen and described by the parties at the locus in quo does not have any old structures. It does not have a shrine. The other evidence adduced by the Defendant that he has trees on the kibanja which was further relied on in the report by the State House Department of Lands to hold that the Defendant has a valid kibanja on the land is inconsistent with proving that he has been on the land before 2000 when the Plaintiff purchased the suit land. The Defendant himself testified that the trees were about one and a half years old in 2014. Court also observed when it visited the locus in quo that the trees could not have been any older than ten years. Also, the existence of trees planted by the Defendant on land does not confirm validity of a kibanja interest on that land.

The Plaintiff does not dispute that the defendant owns a kibanja in the area however the land in dispute does not host the ancestral shrine as observed at the locus in quo. I take note that the evidence of DW 2 Bugembe Medi the area LC1 Chairperson was inconsistent and heavily disputed at the locus in quo visit. He stated in his earlier evidence that the kibanja measures 25 acres then he stated at locus that it is 10 acres. He also stated that there is a shrine on the land in dispute and then pointed at a shrine on adjacent land.

Furthermore, DW3 Kavuma Fulgensio stated in his evidence that when he came onto the land to set up motor rally tracks, he was introduced to the different kibanja holders and he would pay them to use the land. He stated that the church did not allow him to use their land, however, it

was also his evidence that a one Bwanika told him to pay the money to Lutakome, the registered proprietor. This evidence supports the Plaintiff's case that the land where motor rally tracks were set up belongs to the Plaintiff. This is because at the time when the motor rally tracks were set up in 2009, the only parcel of land that was left undistributed was in the hands of the trustees for the estate of the late Joseph Kasibante which land was later sold to the Plaintiff.

DW3's evidence further proves that the Defendant also has a kibanja interest in the area since it was his evidence that some of the kibanja holders that he paid included the late Juma's sons. Therefore, it is not in dispute that the Defendant holds a kibanja in the area and part of the land that formerly belonged to the late Nyansio, although the evidence adduced supports the Plaintiff's claim that the Defendant's kibanja is not situate on Plot 1743, the Plaintiff's land.

Section 101 of the Evidence Act requires whoever alleges the existence of a fact to prove that fact. The Plaintiff has adduced sufficient evidence to prove that at the time of the purchase, a search was conducted and it was established that the suit land was vacant. The evidence of the Defendant that he has a kibanja on the Plaintiff's land is insufficient as he has not adduced any reliable evidence of usage, occupation or ascertaining the location of the kibanja he acquired from his fore fathers. It is not in dispute that the Defendant has a kibanja on the land that formerly belonged to the estate of the late Nyansio. However, this court finds that his kibanja is not situate on the Plaintiff's land as there is no evidence to prove as such.

It is therefore this court's finding that the Defendant does not hold a kibanja interest on the Plaintiff's land.

Issue three; Whether the Plaintiff trespassed on the Defendant's Kibanja interest

The law on trespass to land was clearly stated in the case of ***Justine E.M.N. Lutaaya vs. Stirling Civil Engineering Company Civil Appeal No. 11 of 2002 (SC)***. In that case, Mulenga JSC held:

"Trespass to land occurs when a person makes an unauthorised entry upon land, and thereby interferes, or portends to interfere, with another person's lawful possession of that land. Needless to say, the tort of trespass to land is committed, not against the land, but against the person who is in actual or constructive possession of the land."

Having found that the Defendant does not have a valid kibanja interest on the Plaintiff's land, I find that his acts of using the Plaintiff's land for motor rally tracks amount to trespass.

Issue four; What remedies are available to the Parties;

Since the Defendants have failed to prove that the Plaintiff trespassed on their kibanja as I have found that they do not have a valid kibanja interest on the suit land, the Defendant's counter-claim is hereby dismissed.

The Plaintiff prayed for general damages for trespass and counsel for the Plaintiff in his submissions prayed for general damages to the tune of Shs. 50,000,000/=.

It is now trite that general damages are at the discretion of the court and are intended to place the injured party in the same position in monetary terms as he would have been had the act complained of not taken place. *See Phillip vs. Ward [1956] I AU ER 874.*

The Plaintiffs did not adduce any evidence to prove that they were using the suit land for any purpose and I find that they were complicit in rendering the land open for trespass. For that matter I will award general damages of Shs. 5,000,000/= for the inconveniences suffered by the Plaintiffs in trying to protect their interest ever since the Defendant started using the land for his Motor Rally tracks and planted pine trees thereon.

Judgment is hereby entered for the Plaintiff as follows;

1. The Defendant is hereby ordered to immediately vacate the Plaintiff's land;
2. A permanent injunction is hereby issued directing the Defendant and his agents from further acts of trespass on the Plaintiff's land.
3. Costs of the suit are awarded to the Plaintiff.

I so order.

Dated at Masaka this 3rd day of December, 2021

Signed;



Victoria Nakintu Nkwanga Katamba - Judge