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THE REPUBLIC OF UGANDA
IN THE HIGH COURT OF UGANDA AT KAMPALA
(LAND DIVISION)
CIVIL SUIT NO. 279 OF 2009

10 **MAWEJJE MIKE JOSEPH ::::::::::::::::::::::::::::::::::: PLAINTIFF**

VERSUS

1. EMMANUEL MULONDO

2. JOHN B. KATENDE ::::::::::::::::::::::::::::::::::: DEFENDANTS

3. FILOMERA NABATANZI

15 **BEFORE: HON. MR. JUSTICE BASHAIJA K. ANDREW**

J U D G M E N T:

Mawejje Mike Joseph (*hereinafter referred to as the “plaintiff”*) brought this suit against Emmanuel Mulondo, John B Katende, and Filomera Nabatanzi (*hereinafter referred to as the 1st, 2nd, and 3rd “defendants” respectively*) seeking an order of removal of the defendants’ caveat on his land comprised in Kibuga Block 21 Plot 533 land at Busega (*hereinafter referred to as the “suit land”*) a declaration that the plaintiff is the lawful proprietor of the suit land, that he lawfully acquired an interest and later lawfully got the interest registered in his name with right to peacefully and quietly enjoy the same, a permanent injunction restraining the defendants, their agents, assignees transferees in title or any person claiming an interest similar to that of the defendants from interfering with the plaintiff’s quiet enjoyment of the suit land, general damages, and costs of the suit.

Background:

The plaintiff is the registered proprietor of the suit land comprised in Kibuga Block 21, Plot 533 land at Kibuye. He claims to derive equitable interest thereon from his mother, the 3rd defendant who gave it to him after she had obtained the same as her share in the estate of the late Benedicto

Katende. The plaintiff subsequently acquired a legal interest from his grandmother Apolina Mbawadde Katende after the plaintiff's maternal aunt, Margret Namugayi together with the said Apolina Mbawadde Katende obtained letters of administration for the estate of the late Benedicto Katende.

35 In 1991, Apolina Mbawadde Katende in her capacity as co-proprietor and co-administrator of the estate of the late Benedicto Katende divested her interest to the plaintiff. Together with the interest he had got from his mother the plaintiff took possession and began to put up developments by constructing a residential home thereon.

In 1995, the administrators of the estate of the late Benedicto Katende subdivided the land and
40 created Plot 533 out of Block 21, Plot 221 and gave it to the plaintiff in fulfillment of the wishes of the plaintiff's mother and grandmother. In a dramatic turn of events, however, the defendants lodged a caveat on the suit land challenging the interest that had been given to the plaintiff, and also sought to impeach the entire interest of the plaintiff. In particular, the 3rd defendant reneged on her position after fourteen years prompting the plaintiff to institute the
45 instant suit for the removal of a caveat and the other remedies.

The defendants filed a defence and denied the plaintiff's allegations and entire claim. The 1st and 3rd defendants also filed counterclaimants seeking, inter alia, for orders of the cancellation of the plaintiff's certificate of title. The 3rd defendant specifically alleged fraud against the plaintiff for transferring and having registered the suit land into his name.

50 Parties held a joint scheduling conference and the following were the agreed facts;

1. *The plaintiff is a son to the 3rd defendant*
2. *The 2nd defendant and the 3rd defendant are son and daughter of the late Benedicto Katende.*

3. *The 1st defendant is a son to the 2nd defendant*

55 4. *The plaintiff and 1st defendant are grandsons of the late Benedicto Katende*

5. *Land comprised in Busega Block 21 Plot 211 was at all material times registered into the names of Benedicto Katende and Apolina Mbawadde as tenants in common with equal shares.*

6. *In 1998 Benedicto Katende passed away consequent to which Apolina Katende Mbawadde (wife and co-proprietor of the suit land) together with Margaret Namugayi (daughter) applied and were granted letters of administration in respect of the estate of the late Benedicto Katende vide Mengo Magistrate's Court Administration Cause 119 of 1989.*

7. *In May, 2009, the defendants lodged a caveat on the suit land.*

The following issues were agreed upon for court's determination;

65 1. ***Whether the registration of the suit land in the names of the plaintiff was lawful.***

2. ***Whether the plaintiff is a beneficiary to the estate of the late Benedicto Katende and also the estate of the late Apolina Katende.***

3. ***Whether the 3rd defendant and the late Apolina Katende Mbawadde gifted the suit land to the plaintiff.***

70 4. ***Whether Plot 533 encroaches on the 1st defendant's Kibanja.***

5. ***Whether the defendants' registration of the caveat on the suit land is justified and lawful.***

6. ***Whether the counterclaimants are entitled to the remedies prayed for.***

7. ***Whether the defendants are entitled to the remedies prayed for in the respective counter claims.***

Resolution of the issues:

Issue No.1: Whether the registration of the suit land in the name of the plaintiff was lawful.

This issue essentially arises from counterclaim wherein the defendants allege that the plaintiff got registered on the suit land unlawfully. The issue primarily seeks to investigate the process

80 leading up to the registration of the plaintiff on the suit land.

The 3rd defendant avers that she only allowed the plaintiff to construct a small house on a small portion of the suit land but did not donate the land to the plaintiff. For his part, the 1st defendant avers that Margaret Namugayi, mother to the plaintiff, connived with the plaintiff and unlawfully made subdivision of the suit land creating Plot 533 without the knowledge and consent of the

85 beneficiaries. The 1st defendant avers that Plot 533 encroaches on the Kibanja which the 1st defendant was given by his grandmother Apolonia Mbawadde Katende.

It needs to be observed at the outset that although the 3rd defendant also pleaded fraud and particularized it as against the plaintiff, no issue regarding fraud was framed for court's determination. Specifically no evidence was led to prove the particulars of the alleged fraud. The

90 logical presumption therefore is that the 3rd defendant abandoned her claim based on fraud altogether.

Regarding the registration of the plaintiff on the suit land, although it is not an agreed fact, it is not contested that the plaintiff is currently the registered proprietor of the suit land, having been registered on 22/03/1995 vide *Instrument No. KLA172102*. According to the certificate of title

95 *Exhibit P2*, the plaintiff's registration is the immediate one after that of Apolonia Katende Mbawadde his paternal grandmother and Margaret Namugayi who were co - administrators of the estate of late Benedict Katende having obtained latters of probate *Exhibit P1*. Benedict Katende was originally the owner as a joint tenant in equal shares with Apolonia Katende Mbawadde.

100 The plaintiff's case is that his registration was lawfully done; the transfer deeds having been duly executed with consent of Apolonia Katende Mbawadde and Margaret Namugayi the legal representatives of the estate of the late Benedicto Katende. That the two duly signed the transfer instruments in his favor. As proof the plaintiff adduced in evidence the application to be registered on the suit land as administrators *Exhibit P6*, mutation form *Exhibit P4*, transfer form
105 *Exhibit P5*, and the consent to transfer form *Exhibit P7*. The plaintiff contends that these documents demonstrate that his registration fully complied with the stipulated procedure under the Registration of Titles Act, Cap 230 (RTA).

Premised on the plaintiff's evidence Mr. Sempala submitted that section 56 RTA, provides that possession of a certificate of title is conclusive evidence of ownership. Further, that under section
110 64 (*supra*) the estate of a registered person is paramount and his or her title cannot be impeached unless there is any fraud or proof of fraud. Mr. Sempala also relied on the case of ***Ddungu vs. Mark Goodman & Another, CACA NO. 38 of 2009*** and submitted that court is not supposed to go outside or behind the registration unless there is evidence of fraud which according to the plaintiff was not brought up by the defendants.

115 The defendants, on the other hand, contend that the actual acquisition of the suit land by the plaintiff itself was unlawful. That as such it cannot form a basis for proper registration of the plaintiff on the suit land in his name. The defendants denied that the plaintiff is at all a beneficiary to the estate of the late Benedicto Katende. They also denied that the 3rd defendant ever gifted the suit land to the plaintiff or that the plaintiff was ever given a registerable interest
120 or any interest by Apolonia Katende Mbawadde in the portion of land belonging to the 3rd defendant or any other land.

The defendants further contend that the late Benedict Katende left a Will. That according to the Will the land was to be shared among his children whom he named and they do not include the plaintiff. That he is therefore, not a beneficiary in the estate and could not have got any portion
125 of the land as such. The defendants also dispute the plaintiff's claim that he was ever gifted part of the land by his mother.

In support of their case, Mr. Kabayo Alex counsel for the defendants cited *Halsbury's Laws of England 4th Edition Volume 20 at page 2, paragraph 1*, which defines a gift as a transfer of any property from one person to another gratuitously while the donor is alive and not in expectation
130 of death. Further, that a gift may be made by deed or other instrument in writing by delivering and by declaration of trust which is the equitable equivalent of a gift. That in order for a gift to be valid, the donor must have done everything which according to the nature of the property comprised in the gift was necessary to be done by him in order to transfer the property and which it was in his power to do. Counsel also relied on the case of ***Namugambe Balopera & Others vs.***
135 ***Fredrick Njuki & Another HCT-CS-241- 2013*** where it was held that a gift of land can be made by a deed between the donor and the donee or under the donor's hand and must be delivered as a deed by the donor or a person authorized to do so on his behalf. That it must be signed by the donor in the presence of a witness who attests to the signature. In short, there must be a donative intention and actual and constructive delivery and there must be acceptance by the donee.

140 Mr. Kabayo submitted that in the instant case, the property in question is land, and that all the transfer forms were signed by Namugayi and Apolonia Mbawadde. That although the testimony of PW1 Namugayi tends to show that the transfer was made by them as administrators of the estate of the late Benedicto Katende, the transfer form does not indicate that. Further, that the consent also does not refer to Nabatanzi. That the only document in the whole transaction that

145 indicates knowledge of Nabatanzi the 3rd defendant in processing the title is the mutation form, but that the rest of the documents are executed by Apolonia Mbawadde and Namugayi Margret; and not the 3rd defendant.

Further, that even for the Kibanja or the equitable interest in issue, save for the plaintiff's occupation of the same, there is no deed to the effect that it was given to the plaintiff and as such
150 there was no gift of land to the plaintiff. That it also means that that the plaintiff was never given a registrable interest by Apolonia Mbawadde in the portion of land of the 3rd defendant.

Counsel maintained that the role of Apolonia Mbawadde and Margret Namugayi was that of administrators of the estate of the late Benedicto Katende. That at the time of transferring, the legal interest in that property was supposed to be transferred to the 3rd defendant and not the
155 plaintiff. That there is no any evidence showing authorization by the 3rd defendant to the administrators to transfer her interest directly to the plaintiff.

After carefully evaluating the evidence as a whole on this issue and the law applicable, the inevitable logical inference drawn is that the plaintiff properly obtained the suit land and lawfully acquired registration on it. The plaintiff adduced cogent documentary and oral evidence and that
160 of his witnesses which clearly shows that he obtained the suit land from Apolonia Mbawadde his grandmother and Margaret Namugayi his mother. Whereas Margaret Namugayi gave the plaintiff her share of land in the estate of her late father, Apolonia Mbawadde gave a portion to the plaintiff in her own right as a co – owner of land originally comprised in Plot 221. At that point and in that capacity she did not require making reference to any of the beneficiaries of the
165 estate since upon the death of late Benedicto Katende his share in the land devolved automatically in Apolonia Mbawadde. The latter could only seek letters of administration to deal

with the rest of the of late Benedicto Katende's estate but not his share in the land as that was already legally taken care of.

It is also evident that both administrators of the estate of the late Benedicto Katende signed transfers in favor of the plaintiff for the two portions each had given him. As administrators, they were duly clothed with the necessary legal authority to do so. Section 192 of The Succession Act, Cap 163 provides that;

“Letters of administration entitle the administrator to all rights belonging to the intestate as effectually as if the administration has been granted at the moment after his or her death.”

Having obtained registration, the plaintiff became the duly registered proprietor of the suit land and was accorded protection under the law. The Torren system of land holding which was introduced Uganda by the 1900 Agreement and which has since been followed; emphasizes the principle of indefeasibility of a certificate of title of a registered proprietor. That principle is encapsulated in section 59 RTA to the effect that possession of a certificate of title is conclusive evidence of ownership of land described therein. The provision was interpreted in the case of ***Ddungu vs. Marc Widmer & Anor (Civil Appeal No. 38 of 2009) [2012] UGHC 253 November 2012***) that a certificate of title is conclusive evidence ownership.

The other bedrock of the system is found under section 64 (supra). The provision also recognizes the estate of a registered proprietor as paramount except in cases of fraud. Furthermore, section 176 (c) (supra) protects the registered proprietor against ejectment except on grounds of fraud. This position was also reaffirmed by the Supreme Court in the case of ***J.L. Okello vs. Uganda National Examinations Board, SCCA No. 12 of 1987***, where it was held, at page 11 of the judgment, that for one to impeach a title of registered proprietor, he or she must show that it was

190 tainted with fraud. The Court found that evidence of fraud had not been tendered and the standard of proof for fraud was not met.

Clearly, therefore, the cross – cutting feature in all these provision is that except only for fraud, a registered proprietor's title cannot be impeached. As earlier observed in this judgment, the 3rd defendant who pleaded fraud and set out the alleged particulars of fraud in her counterclaim
195 made no issue out of the same. She also led no evidence to prove the alleged particulars of fraud. She was thus deemed to have abandoned her claim based on fraud. That leaves the respective counterclaims of 1st and 3rd defendants only premised on the alleged unlawful registration of the plaintiff.

Again at the risk of repetition, it has been shown that there was nothing unlawful in the
200 registration of the plaintiff who dully complied with provisions of the RTA as to registration. The testimony of PW1 Margret Namugayi and the plaintiff, PW2, shows that the plaintiff was given an equitable interest in portion of the land by the 3rd defendant, which he developed. That portion not being big enough for his needs, the plaintiff approached his grandmother Apolonia Mbawadde who added him another small portion out of the entire estate. The combined portions
205 are what came to constitute Plot 533 the suit land. According to *Exhibit P2 A* and *P2B* minutes of a family meeting for the late Benedicto Katende held on 17/09/2006, which was attended by the 1st and the 3rd defendants, it is clearly shown that the 3rd defendant acknowledged having given the plaintiff a plot of land. This evidence is reinforced in document made by Apolonia Mbawadde dated 10/08/1992 addressed to “*Family and relatives of the Late B. Katende*”. She
210 clearly stated therein that the plaintiff's mother gave her portion of the land to her son where he constructed a residential house. The relevant extract states as follows;

“My daughters who are named above are free to develop the land as they wish but not to sell....Namugayi built in her portion and Mawejje has built in his mother, Nalongo’s portion...”

215 Clearly, the portion which was the share of the 3rd defendant was given to the plaintiff by the 3rd defendant herself. This clarifies the point that the 3rd defendant willingly gave out as a gift her portion to the plaintiff.

It is also observed that the plaintiff acquired the suit land and developed it since 1991. He got registered thereon in 2005. This was well over 14 years from the time when he acquired and
220 occupied the suit land. For all that time the defendants were acutely alive to the fact of his occupation. Nevertheless, it was not until 25/05/2009 when they choose to lodge a caveat, *Exhibit D3*, on the plaintiff’s title for the reasons stated in the statutory declaration accompanying the caveat which I will address later in *Issue No.5*.

Much as there is no law that precludes the defendants from lodging a caveat due to passage of
225 time, it cannot be lost on any one that the defendants’ conduct in that regard is consistent with their shifting of positions from what had actually obtained all along on the ground. It is particularly a glaring reminder of a change of mind by the 3rd defendant. After she had duly signed transfers to the plaintiff, she turned around and claimed that she only allowed him to construct a small house on a small portion of the land but never gave him any part thereof; a
230 claim that is not borne out by any evidence at all. If anything it is contradicted especially in documentary evidence showing that she actually gave land to the plaintiff. Evidence further strongly demonstrates that the plaintiff’s registration was lawful as the transfer deeds were duly executed with the consent of the legal representatives of the estate of the late Benedicto Katende. *Issue No.1* is accordingly answered in the affirmative.

235 ***Issue No.2: Whether the plaintiff is a beneficiary to the estate of the late Benedicto Katende and the late Apolonia Mbawadde Katende.***

The subtle undertones of this particular issue stem from the Kaganda culture that the plaintiff being of a matrilineal line in relation to the estate is culturally considered an “outsider” who ought not to partake in the inheritance of the patrilineal lineage. To that extent, I entirely agree
240 with submissions of counsel for the plaintiff that the issue is not important as the plaintiff in any case acquired the suit land in a different capacity.

The defendants solely premise on a Will of the late Katende in which he named his children. The defendants contend that the plaintiff is not among the named children and hence he was not entitled as a beneficiary to the estate.

245 However, the plaintiff testified that he stayed with his grandparents the late Benedicto Katende and Apolonia Mbawadde since he was at the age of one year in 1961 when he was brought to the estate. He stated that he has since depended on the grandparents for all his needs, educational, medical and other necessities of life until the death of the grandparents. This evidence was not challenged or denied by any of the defendants.

250 Apart from the above, it should be emphasized that it is not solely upon a Will that the issue of whether one is or is not a beneficiary to an estate is determined. In addition, it also a question of legal construction. Section 2 (g) (ii) of the Succession Act (supra) defines a “dependent relative” to include;

***“... a parent, a brother or sister, a grandparent or grandchild who, on the date of the
255 deceased’s death, was wholly or substantially dependent on the deceased for the provision of the ordinary necessities of life suitable to a person of his or her station;..”***

Evidence in the instant case shows since childhood, the plaintiff was wholly and substantially a dependent relative on estate even as at the time Benedicto Katende died. The plaintiff used to obtain fees, feeding, and accommodation from his grandparents. To that extent the plaintiff
260 would qualify as a beneficiary of that estate. *Issue No.2* is answered in the affirmative.

Issue No.3: Whether the 3rd defendant and the late Apolina Katende Mbawadde gifted the suit land to the plaintiff.

This issue was largely resolved under *Issue No.1*. Evidence was led in *Exhibit P2(a) and P2(b)*, of the minutes of a family meeting wherein the 3rd defendant signed stating that she gave her
265 portion of the land to the plaintiff. *Exhibit P1* copy of the grant of letter of probate and *Exhibit P5* the transfer form, *Exhibit P7* the consent form and *Exhibit P11* a document by Mbawadde addressed specifically to family members and relatives, have already been discussed. They show that the two legal representatives to the estate of late Benedicto Katende gave their portions each to the plaintiff. Subsequently when the late Apolonia Mbawadde signed a transfer form in his
270 favor, the plaintiff converted his equitable interest in the portions into legal interest and got registered as proprietor of Plot 533.

The defendants deny that Apolonia Mbawadde ever gave any portion of land to the plaintiff. They seem also to question her authority in having done that. Mr. Kabayo in his submissions actually argued that the two needed authorization of Nabatanzi to transfer her portion to the
275 plaintiff because the plaintiff was not among the person who was named in the Will to benefit from the land. That neither Apolonia Mbawadde nor Margret Namugayi had any authority to pass a registerable interest of Nabatanzi to the plaintiff.

The above propositions by the defendants appear to be based on a misunderstanding of the capacity in which Apolonia Mabawadde gave out the impugned portion of land to the plaintiff.

280 The crux of the matter is that in the whole scheme of things Apolonia Mbawadde was vested with several capacities in which she could lawfully give out land. She was a co- owner in equal shares with her late husband. This is clear from details of registration on the certificate of title *Exhibit P2*. She therefore owned the land in Plot 221 in her own capacity. She was also a beneficiary to the estate of her late husband Benedicto Katende. In that capacity she could also
285 give out land. She also became the registered proprietor of part of her late husband's estate in the land by virtue of letters of probate *Exhibit P1* for the estate of the late Benedicto Katende. Mbawadde therefore had all the necessary legal authority over the land in all the capacities and could give a portion thereof to the plaintiff. *Issue No. 3* is answered in the affirmative.

Issue No.4: Whether Plot 533 encroaches on the 1st defendant's Kibanja.

290 The onus of proving whether the suit land encroaches on the 1st defendant's Kibanja is on the 1st defendant who alleged the encroachment. To do so he needed to bring evidence showing the demarcations, dimensions, and the extent of his Kibanja and to demonstrate that the plaintiff's title encroaches on it. Merely using the phrase "encroachment" in a superfluous manner would not suffice.

295 The 1st defendant did not bring any cogent evidence showing the clear demarcations or extent of his Kibanja to prove the extent of the encroachment, if any. He only called evidence of a surveyor DW2, Joyce Gunze Habasa, who presented a survey report only showing that there were errors in the measurements that were used but that the totality of the evidence was that by using the measurements that appear on the title, the acreage or the size of that portion of land
300 would include part of the 1st defendant's backyard and the access road. This is what the 1st defendant called "encroachment".

The 1st defendant further stated that he has never given the access road to the plaintiff, and that save for the land within the perimeter wall that he constructed around his home, the plaintiff owned no other land outside that. The defendant contended that since the title extends outside the
305 perimeter wall, it would be to encroach on the property of the 1st defendant and 2nd defendant which is currently comprised in Plot 1027.

Premised on that evidence Mr. Kabayo submitted that indeed there was encroachment arising out of the title. That the land that the plaintiff was given or alleges was given by the 3rd defendant lies within the perimeter wall fence. That the plaintiff's title that extends beyond the perimeter
310 and that the portion which was indicated in the survey report is the extent on which the plaintiff encroaches on the 1st defendant's Kibanja.

The plaintiff vehemently denied having encroached on the 1st and 2nd defendants' land. He contended that the alleged encroachment does not arise because the land was a lawful subdivision of the mother plot of land. That the survey and demarcation of the suit land in
315 possession of the plaintiff was done in the presence of the administrators of the estate of the late Benedicto Katende, and that any error was rectified.

After carefully appraising the record, it was noted that this particular issue had been raised in the initial stages of the trial. Attempts were made to settle the matter and the parties went on the land each one with a surveyor. Apparently the errors that were in measurements were rectified;
320 which renders the issue overtaken by events.

The above notwithstanding, the 1st defendant who had the burden to prove the demarcations and the extent of his Kibanja and to demonstrate that the plaintiff's land encroaches on it did not discharge that burden. Other than merely using the phrase "encroachment", he did not bring evidence of the clear demarcations and dimensions of his Kibanja. No document of any kind was

325 adduced in evidence to show the extent of the 1st defendant's Kibanja. It would therefore be over presumptuous for court to find that the registered land encroaches on a Kibanja whose demarcations and dimensions are not known. *Issue No. 4* is answered in the negative.

Issue No.5: Whether the defendant's registration of the caveat on the suit land is justified and lawful.

330 Under section 139 (1) RTA, a caveat may be lodged on land by any beneficiary or other person claiming any estate or interest in land under the operation of the Act, forbidding the registration of any person as transferee or proprietor of and of any instrument affecting that estate or interest until after notice of the intended registration or dealing is given to the caveator, or unless the instrument is expressed to be subject to the claim of the caveator or unless the caveator consents
335 in writing to the registration.

Clearly, for one to lodge a caveat, the person must have a legal or equitable right of claim in the estate and there must be justifiable reasons for doing so. In *Exhibit P8*, a copy of the caveat and the supporting statutory declaration, the main reason assigned is that the plaintiff is not a beneficiary of the estate of the late Benedicto Katende and that he ought not to have obtained the
340 suit land. The resolution of *Issue No.2* has already put to rest that particular question and there is no need to repeat the same issue. It remains to determine whether the reasons assigned for lodging a caveat on the plaintiff's land title were, in the circumstances, justified.

From their respective testimonies, the grounds given in the caveat remained unsupported. There was no evidence proving that the subdivision of the land was unlawful. The 3rd defendant though
345 unfortunately now deceased, left documents clearly showing that she gave her portion to the plaintiff. The 2nd defendant Mr. Katende categorically stated in his evidence that he has no interest on the portion occupied by the plaintiff. That leaves only the 1st defendant in contention.

The evidence further shows that the 1st defendant and the plaintiff are both grandchildren of the late Benedicto Katende. It is in fact one of the agreed facts in the scheduling memorandum.

350 Therefore, it would be quite erroneous of the 1st defendant to assume that he has more rights of a grandson than the plaintiff. There is no justification in law that would entitle the 1st defendant to lodge a caveat on the land.

Issue No.6: Whether the counterclaimants are entitled to the remedies prayed for.

The counterclaimants failed to prove their respective counterclaims, which are dismissed with
355 cost. Counsel for the plaintiff also raised the issue of the counterclaims being time barred. Suffice it to note that the issue does not arise in the circumstances of this case in which they premised their cause of action, inter alia, on trespass which is a continuing tort.

The plaintiff has proved his case to the required standard. Judgment is entered in his favour. Except for the remedy of general damages for which he did not adduce evidence in support of,
360 the plaintiff is granted all the other reliefs prayed for as follows;

- 1. An order doth issue removing the defendants' caveat on the plaintiff's land comprised in Kibuga Block 21 Plot 533 land at Busega.***
- 2. The plaintiff is the lawful proprietor of all that piece of land comprised in Kibuga Block 21 Plot 533 land at Busega.***
- 365 ***3. The plaintiff properly acquired an interest and lawfully got the interest registered in the suit land in his name.***
- 4. A permanent injunction doth issue restraining the defendants, their agents, assignees, transferees in title or any person claiming an interest similar to that of the defendants from interfering with the plaintiff's quiet enjoyment of the suit land.***

370 5. *The plaintiff is awarded costs of the main suit and of the respective counterclaims of*
the 1st and 3rd defendants.

BASHAIJA K. ANDREW
JUDGE
27/04/2017

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Mr. Kaketo Denis with David Sempala Counsel for the plaintiff present.

Plaintiff present.

Mr. Godfrey Court Clerk present.

380 Court: Judgment read in open Court.

BASHAIJA K. ANDREW
JUDGE
27/04/2017

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