THE REPUBLIC OF UGANDA

IN THE HIGH COURT OF UGANDA AT KAMPALA

LAND DIVISION

CIVIL SUIT NO. 397 OF 2011

1. **BETTY KITYO SEMPANDA**
2. **JOHN KIVUMI**
3. **MOSES MUKIIBI**

(Administrators of the estate of the late G. Ssemakula Sempanda) :::::::::::::::::::::::::::::::::::: **PLAINTIFFS**

VERSUS

1. **U-TURN SERVICES LTD** :::::::::::::::::::::::::::::::::::: **DEFENDANTS**
2. **EDGAR MUTAMBA KAZARWE**

Before: Lady Justice Alexandra Nkonge Rugadya

JUDGMENT

Introduction:

The plaintiffs are the administrators of the estate of late G. Semakula Sempanda.They filed this suit seeking orders for cancellation of the certificate of title for land comprised in ***Kibuga Block 16, plot 1055 at Mengo*** *(suit land);* and reinstate with the names of the late Geoffrey Semakula Sempanda; general damages; and costs of the suit.

Background:

This suit was originally filed by the late Semakula Sempanda on 18th October, 2011. Upon his death, the plaintiffs under ***MA No. 841 of 2014*** sought an order which was granted on 30th

April, 2015 allowing them to have their names joined, substituting the deceased as plaintiffs. An amended plaint was filed in court on 7th May, 2015.

It is the plaintiff's case that in December, 2007, the late Sempanda Semakula who was in need of money borrowed a sum of ***Ugx 14,000,000/-*** *(shillings fourteen million only)* from the 1st defendant.

He deposited with it his certificate of title for the suit land as security for the loan. That the 1st defendant company was represented in this transaction by the 2nd defendant as its managing director.

Furthermore, that the 2nd defendant insisted on signing an agreement indicting that the late Sempanda Semakula was selling the suit property instead of the loan agreement as a way to compel the late Sempanda Semakula to repay the loan.

The late Sempanda Semakula who was in need of money grudgingly agreed to sign the said agreement after being assured by the 2nd defendant that when the loan is fully repaid; that the said agreement would be cancelled; and that the late Sempanda Semakula would be given back his certificate of title.

The plaintiffs further claimed that the late Sempanda Semakula had repaid the loan. However because the 2nd defendant had a fraudulent intent to deprive him of his land, he kept on abnormally and illegally increasing the amount of money to be repaid and in total a sum of ***Ugx. 43,000,000/= (shillings forty three million shillings)*** had been paid in a transaction which they to challenge as fraudulent.

When the late Sempanda Semakula demanded for the return of the certificate of title, the 2nd defendant refused to release it. The deceased discovered later that the 2nd defendant had fraudulently transferred and caused a transfer of the suit land into his names.

It was also the plaintiffs' contention that the deceased had not purchased the said land but that rather the certificate of title had been deposited with the 2nd defendant as security for money lent out the had borrowed from the 1st defendant.

In their WSD filed on the 7th December, 2016 the defendants denied the allegation of fraudulent transfer of the suit land into the 2nd defendant's name, contending that the certificate of title had been lawfully obtained, as the deceased plaintiff had freely signed all the necessary transfer instruments and as such registered the land into the 2nd defendant's names.

Attempts were made by the parties to settle the matter but these attempts did not yield any results.

Representation:

The plaintiffs were represented by ***M/s Kangaho & Co. Advocates***, while the defendants were represented by ***M/s Rem Advocates.***

Issues:

At the scheduling, the following issues were agreed upon by the parties.

1. ***Whether the suit property was pledged as security for a loan advanced to the late Godfrey Semakula Sempanda;***

2. ***Whether the defendants fraudulently transferred the certificate of title of the land comprised in Kibuga Block 16, plot 1055 at Mengo into his names.***

3. ***Remedies available.***

Resolution of issues:

Issue 1: Whether the suit property was pledged as security for a loan advanced to the late Semakula Sempanda:

The plaintiffs relied on the evidence of two witnesses: John Kivumu the second plaintiff, a son of the late Semakula Sempanda and one of the administrators of his estate who testified as ***Pw1***. His paternal uncle, Mr. Jackson Katende Semakula testified as ***Pw2.***

Pw1 in his testimony stated that in December 2007, the late Semakula Sempanda together with his brother Semakula Jackson had a business venture and were in dire need of money requiring them to raise some money.

They had approached the defendants who advanced them the sum of ***Ugx 14,000,000/=,*** repayable as a loan. Given that his late father was busy at times, he would send his brother to make the loan repayments to the defendants.

That the 2nd defendant as the managing director of the 1st defendant company however in order to ensure repayment of the loan, insisted that the agreement would indicate that the late was selling the suit property to him.

According to him it had been agreed between the two that this was a loan agreement. The deceased thus also entered into the transaction on the understanding that his title would be released as soon as he had paid the money in full, which he had done.

The defendants on their part however claimed that the transaction was between the 2nd defendant and the deceased, purely as a sale transaction that had no lending aspect to it. The defendants therefore refuted the plaintiffs' assertion that the deceased had pledged the certificate of title for the suit land merely as security, claiming that he had bought the same at a cash consideration of ***Ugx 20,000,000/- (Twenty Million Shillings Only)***.

Analysis of the evidence:

Pw1 presented a copy of the letters of administration, ***PExh 3***, proof that letters of administration had been granted to the plaintiffs *vide:* ***AC No. 922 of 2012*** over his father's estate. His testimony confirmed by that of ***Pw2*** was that this was joint business venture where the two brothers urgently needed to raise money and that it was him ***(Pw2)*** who had paid the money to the defendants as shown by the receipts, which were tendered in court as ***PExh 1(a)- PExh 1 (d)).***

Counsel for the defendants however submitted that the plaintiffs attempt to allege that the late Semakula Sempanda had jointly borrowed money with Jackson Semakula was a departure from their pleadings.

That such departure could only be made by way of amendment. He referred to ***Interfreight Forwarders Ltd Vs East African Development Bank SCCA No. 33 of 1992 and Order 0.6 rule 7 CPR.***

With all due respect however whether or not this was a joint venture was not the issue in this matter. The main focus for attention in the view of this court was simply whether or not there had been any binding agreement between the deceased and the 2nd defendant and if there was, whether or not it was to be regarded as a sale agreement or simply an agreement for a loan advancement.

Counsel for the plaintiff made reference to the decision made in ***Wakanyira George Versus Ben Kavuya and 2 Others Civil Appeal No. 36 of 2010,*** where the Court of Appeal was faced with almost similar facts and the same issue of whether the transaction was a sale or a loan. The Court of Appeal noted that for a valid contract to exist, the intention to create legal relations must be manifested.

Section 10(1) of the Contracts Act, 2010 defines a contract as an agreement made with the free consent of the parties with capacity to contract for lawful consideration and with a lawful object with the intention to be legally bound. The same principles apply now as they did in 2008 when the said transaction is said to have occurred.

The 2nd defendant, just like the late Sempanda no doubt had the capacity to enter into a contract and make the transfer in respect to the suit land and for as long as there was consideration and consent of the parties obtained with a free will, the contract would create binding relations.

There ought to be suuficient demonstration that the deceased had intended to sell his land and not merely to avail it as security for the loan he took from the 2nd defendants to meet his urgent needs.

The plaintiffs' argued that there was no consideration involved or received by the late Sempanda; the parties never agreed to the same thing, and therefore no meeting of the minds took place on the issue of sale and transfer of the suit property.

That the documents signed by the late Sempanda Semakula in relation to the suit property were only meant to serve as security for the loan, should he have failed to repay the loan. That since he had later fully paid the money together with the unconscionable interests to a tune of ***Ugx. 43,000,000/-,*** the transfer of the land to the defendants had been fraudulent

The said defendant claimed however in *paragraph 5 (a)* of the WSD, that the entire transaction had been between the deceased and himself and that upon receiving the said amount the late Sempanda Semakula had freely and willingly and signed for him all the necessary transfer instruments, upon which the transfer of the suit land into his names was effected by the Land Registry.

He presented in court a copy of the certificate of title for the suit land, tendered in as ***DExh 1***, which indicates that he got registered onto the title on 5th August, 2008. A search certificate ***(PExh 2)*** dated 20th July, 2010 confirmed the change in proprietorship.

Furthermore under *paragraph 8* of his WSD that the 1st defendant had lent out money to one Jackson Semakula also known as Semakula Katende Jackson ***(Pw2)*** though in a separate transaction. The said Jackson Semakula had duly paid back the loan, as per the receipts exhibited in court by the plaintiffs.

By virtue of ***section 101 (1) of Evidence Act, Cap. 6,*** whoever desires court to give judgment to any legal right or liability depending on the existence of any facts he/she asserts must prove that those facts exist.***(George William Kakoma v Attorney General [2010] HCB 1 at page 78).***

The burden of proof lies therefore in general lies with the plaintiffs who as in this case have the duty to furnish evidence whose level of probity is such that a reasonable man, might hold more probable the conclusion which they contend, on a balance of probabilities. ***(Sebuliba vs***

Cooperative Bank Ltd. [1982] HCB 130; Oketha vs Attorney General Civil Suit No. 0069 of 2004).

Pw1 testified during cross examination that he did not attach to his pleadings a copy of the alleged loan agreement between his father, the late Semakula and the 1st defendant and that he did not witness it. According to the defendants however, that was confirmation that no such loan agreement as alleged by the plaintiffs existed.

Counsel for the defendants also submitted that from the evidence the plaintiffs had therefore failed to adduce any instruments different from what the deceased had presented to him, upon purchase of the property.

It also came out clearly that neither ***Pw1*** nor ***Pw2*** had been parties or witnesses to the said transaction which according to the defendants implied that such evidence was hearsay and therefore inadmissible.

Thus save for the oral evidence of ***Pw1*** and ***Pw2***, there was no such written contract presented by the plaintiffs to prove that any such loan agreement had been made between the deceased and the 2nd defendant, how much was involved, period of recovery; interest payable; and when.

The plaintiffs' source of information on the nature of the transaction was therefore what the two witnesses were made to believe by the deceased himself who had filed this suit prior to his death challenging the defendants' actions.

The plaintiffs also presented four separate receipts to prove that the deceased had fully paid the amounts due and owing and that the defendants therefore had no more interest in the suit land. Each of these receipts had been issued by the 1st defendant company.

PExh 1(a) is dated 23rd March, 2008 and money had been received from Semakula Jackson who testified as ***Pw2***. This was a receipt for ***Ugx 8,000,000/= (shillings eight million only)*** claimed to have been paid by the deceased through his brother, ***Pw2***, to the said company.

PExh1 (B) is dated 2nd October, 2008 also received on behalf of the 1st defendant company from Semakula Sempanda the deceased, jointly with ***Pw2,*** for a sum of ***Ugx 5,000,000/= (shillings five million)***. It indicated an outstanding amount of ***Ugx 20,000,000/=.*** It was also for the repayment of a loan.

PExh1 (C), dated 19th December, 2008 for an amount of ***Ugx 10,000,000/= (shillings ten million)*** was paid to the same company. It indicated that there was still an outstanding balance of ***Ugx 19,000,000/=.***

PExh1 (D), dated 13th September, 2018 was a sum of ***Ugx 20,000,000/=*** paid back to the defendant company. The receipt had been made in the names of ***Pw2***. It showed that there was an outstanding amount ***of Ugx 25,000,000/=.***

He who alleges must prove. Within the spirit of ***section 102 of the Evidence Act, Cap. 6***, the burden of proof would lie on that person who would fail if no evidence at all were given on either side.

Under ***section 103 of the same Act***, a person who wishes to rely on particular facts must prove the existence of those facts. It is noted that indeed the plaintiffs had no agreement to prove that a loan had been advanced to the deceased.

On his part the 2nd defendant who claimed to have been a party in the transaction and in whose possession were all the documents relevant to this case, had the duty to produce them, to satisfy court that the transaction had been a sale entered into by the deceased, on his own volition and that he had freely released the title to him to effect the transfer.

He also had to prove the existence and/or validity of the sale agreement. It was in his interest to prove the agreed terms and conditions, so as to rule out any possibility as alluded to by the plaintiffs that he had compelled the deceased to sign a loan agreement disguised as a sale agreement, against the deceased's wishes and better judgment. He had no documents to that effect and besides, other than himself, he had no witnesses to confirm that the transaction was what it was, purely a sale agreement.

The presentation of the documents within his custody, in the event that they did exist, with all due respect, would not require a specific order of this court. It would be at his instance without any prompting by the plaintiffs since he wished this court to believe in the existence of a sale transaction. Unless there was something he was trying to hide.

In the view of this court, it was not appropriate for the defendants to allege that this was a sale agreement and then sit back and wait for the plaintiffs to prove that it was not. The burden therefore had to shift from the plaintiffs to the defendants to prove that the 2nd defendant had rightly acquired the title following a lawful sale transaction and that this was not a loan agreement.

The alleged transaction between the 1st defendant and ***Pw2***, though not directly relevant to this suit also therefore became one of the relevant facts in this case. It is for that reason that the 2nd defendant had to present all such evidence related to the concluded transaction with ***Pw2***, and in respect of which the receipts ***PExh1(a) - PExh 1(b)*** were alleged to have been issued by his company.

On the issue of receipts, the 2nd defendant did not deny the fact that they had been issued by his company. However, in explaining to court why they had been issued, he claimed that Semakula Jackson ***(Pw2)*** had borrowed ***Ug x. 32,000,000/= (thirty two million shillings)*** from the 1st defendant repayable with a 2% interest. Furthermore that he obtained a top up of ***Ugx. 8,600,000/- (Eight million six hundred thousand shillings)*** thus making a total of ***Ugx. 42,600,000/= (forty two million six hundred thousand shillings).***

However when asked why the receipts were showing a total sum of ***Ugx. 43,000,000/=*** instead of ***Ugx. 42,600,000/=, Dw1*** told court that the additional amount had been for the survey. He however could not explain why the survey had been necessary in respect of this kind of transaction where the loan had been secured, not by a land title but (as the defendants wanted court to believe), by four different cheques.

As duly noted by counsel for the plaintiffs, among the relevant documents which therefore had to be presented were the four post-dated cheques and the loan agreement entered between the 1st defendant company and Jackson Semakula ***(Pw2)***. They were not even listed in the summary of evidence or feature among the documents which he sought to rely on during scheduling.

He had no details for the actual bank where the cheques were to be cashed. He could not explain why the alleged interest of 2% p.a he charged against that loan did not tally with the figures as presented on the receipts.

The 2nd defendant also failed to properly explain why the receipt dated 2nd October, 2008 had been issued in the joint names of the deceased and his brother yet according to him, it was only ***Pw2*** paying back his loan.

Most importantly and striking to this court, was the fact that the 2nd defendant had refuted the claim that between him and the deceased they had entered into a money lending transaction.

However, looking at the JSM endorsed by his counsel, it was an agreed fact, the only agreed fact in fact, that a loan facility had been extended to the deceased. Whether by error, deceit, design or strategy, the 2nd defendant however shifted goal posts maintaining in his testimony that it was a sale transaction.

This court also takes judicial notice that in money lending business the common practice is for the borrower to present security for the money borrowed and for the lender to make him sign that he has sold to him the property presented as security.

Such practice rather unsettling, did not necessarily make the transaction valid as quite often the intentions of the lender would not be the intentions of the borrower. Put differently, more often

than not a proprietor who takes up a loan and pledges his or her property as security often has no such intentions of selling it.

In the Court of Appeal decision relied on by counsel for the plaintiffs, ***Wakanyira George Versus Ben Kavuya and 2 Others (supra)*** which is almost on all fours with the present case, the Court had this to say:

> ***In the absence of evidence that the parties intended to be bound contractually to the sale and transfer court should be reluctant in deciding that the executed documents formed the basis of the contractual relationship. The exigencies of everyday life such as the need for money to pay medical bills, school fees which cause temporally disposition make it most unlikely that either party contemplated that one was legally bound to confer transfer of such security.***

The Court of Appeal in that case while alive to the fact that there was no loan agreement existing on the record (not any different in this case), admitted that a sale agreement had been signed (though not witnessed by the person who was alleged to have done so) and transfer forms executed, concluded that the appellant never intended to enter into a legal contract of the sale of his properties.

In short therefore, the parties never agreed to the same thing. There was no meeting of the minds between the two parties. The above arguments suitably apply to those in the present suit, thus making it more likely than not that the deceased entered into a loose arrangement for a loan, but nothing like a transaction for the sale of his property.

In *paragraph 7* of the WSD, the 2nd defendant pleaded that he was in the business of money lending. It was also an admitted fact under the JSM as earlier noted, that the deceased had borrowed money from the defendant.

Money lending transactions are duly governed by law. A money lender is required to put every aspect of the transaction including the interest payable in writing, for transparency. Counsel for the defendants referred to ***sections 91 and 92 of the Evidence Act, Cap 6*** to the effect that once there is a contract reduced in writing no oral evidence is to be admitted as between the parties for the purpose of varying, contradicting, adding or subtracting from its terms. Those specific provisions did not apply in this case since there was no written contract.

Since the 2nd defendant claimed to have been a party to the agreement and it is also an agreed position that a loan facility was extended to the deceased, one therefore wonders why the said transaction was not reduced into writing and in the event that it did exist, why it was not exhibited in court.

By virtue of ***section 6 of the Money Lenders Act, Cap. 273*** no contract for the repayment by a borrower of money lent to him or her or to any agent on his or her behalf by a money lender or for the payment by him or her of interest on money so lent, and no security given by the borrower or by any such agent in respect of any such contract shall be enforceable *unless a note or memorandum in writing of the contract is made and signed personally by the borrower, and unless a copy of the note or memorandum is delivered or sent to the borrower within seven days of the making of the contract.*

Furthermore, no such contract or security is enforceable if it is proved that the note or memorandum was lent before the security was given. No such note was presented to court in this instant case.

The contract must contain all the terms of the engagement and in particular, the date on which the loan is made, the amount of the principal of the loan, and either the interest charged on the loan expressed in terms of a rate percent per year, or the rate percent per year represented by the interest charged as calculated in accordance with the provisions of the schedule to the Act.

By virtue of ***section 7*** thereof, such contract shall be illegal insofar as it provides directly or indirectly for the payment of compound interest or for the rate or amount of interest being increased by reason of any default in the payment of sum due under the contract.

Under ***section 8*** the details of the interest payable and date the loan was made, the amount of the principal of the loan and rate percent per year of interest charged must be supplied to the borrower as well as every sum due to the money lender and date upon which it will become due.

In ***sections 9 and 10,*** **a** money lenders is also required to give receipts and keep records of the receipt for every payment made on account of a loan or of interest on the loan. He or she must therefore also be ready to produce the records and statement of account when required to do so by court.

Where the moneylender fails to comply with any of the requirements of this section he/she is not entitled to enforce any claim in respect of any transaction in relation to which the default shall have been made. Non-compliance therefore attracts imprisonment or a fine.

It is now settled law that once a contract is valid, it automatically creates reciprocal rights and obligations between the parties thereto and when a document containing contractual terms is signed, then in the absence of fraud, or misrepresentation the party signing it is bound by its terms. (***See: William Kasozi versus DFCU Bank Ltd High Court Civil Suit No. 1326 of 2000).***

Given the above principles which need no further elaboration, the 2nd defendant who was under obligation to show that the transaction had been made in good faith and in accordance with the terms and conditions as spelt out in the agreement acted in disregard of the above provisions, and obtained an unfair advantage for himself arising out of an unwritten and invalid contract.

If the 2nd defendant had been transparent and truthful in his testimony, two separate agreements would have been produced in court, one for the sale and transfer of the suit land in his names executed by the deceased; and the other one for the loan facility to ***Pw2***, in a bid to show that these were indeed two separate transactions between him and two different individuals . He did not.

If it was a loan facility as I am led to think it was, then the above provisions of the ***Money Lending Act*** as cited were mandatory and therefore binding to the defendants. The defendants acted in violation of those provisions.

He failed to produce any evidence to prove that the late Sempanda Semakula intended to be bound contractually to the sale and transfer. The transfer of the suit land therefore into the 2nd defendant's names was in total disregard of the parties' understanding and inconsistent with what had originally been intended. There was no meeting of the mind.

In response to ***issue No. 1*** therefore, it was more probable than not that the title to the suit land had been pledged as security for a loan advanced to the late Godfrey Semakula Sempanda, which he had fully paid back.

Issue No. 2: Whether the defendants fraudulently transferred the suit property into the 2nd defendant's names

This issue has been addressed in part.

As noted earlier it is settled law under ***section 101 of the Evidence Act, Cap 6*** that whoever desires any court to give judgment as to any legal right or liability dependent on the existence of facts which he or she asserts must prove that those facts exist.

The particulars of fraud as pleaded against the 2nd defendant and his company were that the defendants caused the transfer of the suit land into their names, well knowing that they had not purchased the said land.

They maintained rather that the certificate of title had been deposited with them as security for money lent out to him by the 1st defendant company, allegations which had been denied but which this court found to be tenable.

Fraud was defined in the case of ***Kampala Boarders Ltd Vs Damanics (U) Ltd SCCA No. 22 of 1992*** as an act of dishonest dealing in land. It must be attributed to the transferee. In ***Fredrick Zaabwe Versus Orient Bank and Others SCCA No. 4 of 2006*** fraud was also defined as the intentional perversion of the truth by a person for the purpose including another in reliance upon it to part with some valuable thing belonging to him or her or to surrender a legal right.

It is a false representation of fact whether by words or by conduct by false or misleading allegations or concealment of that which deceives and it is intended to deceive another so that he or she shall act upon it to his or her injury. (***See: Elizabeth Nanteza vs Dr. Anthony Konde Civil Suit No. 391 OF 20***10).

The arrangement between the deceased and the 2nd defendant in this suit was a relationship based on trust that the title deposited as security would be released as soon as he had paid the money in full. The deceased repaid that money through his brother, ***Pw2***. The defendants however retained the title and did so without an honest claim of right.

The deceased was compelled to sign transfer instruments instead of a loan agreement and it is was for that reason that he had filed this suit. It is therefore the finding by this court that the 2nd defendant had illegally converted the title into his names and in the process betrayed the trust of the rightful owner.

This was an element of fraud which this court could not afford to ignore.

Section 59 of the Registration of Titles Act, Cap 230 is to the effect that a title of a registered proprietor of land is indefeasible, except in instances of fraud. It is trite law that in the absence of proven fraud attributed to the transferee, it is conclusive evidence of ownership.

Fraud in this case was specifically pleaded and proved against the defendants. Without such evidence of sale this court cannot perceive how the deceased could have given up his title to the defendants, save only as security. There was a lack of transparency in this entire equation.

The 2nd defendants' acted with impunity, his sole objective having been to extort unconscionable and excessive sums of money from the deceased who was one of his clients. He sought to gain unfair advantage and benefits as against the deceased thus unlawfully depriving him of his property.

The claim therefore that the 2nd defendant had lawfully obtained registration as proprietor of the suit land on the 5th August, 2008 and that the land had no encumbrances was devoid of merit.

In response to the issue as to whether the defendants had fraudulently transferred the suit property into the 2nd defendant's names, the answer is also in the affirmative.

Issue No. 3. What are the remedies available to the parties?

The plaintiffs seek among others orders/declarations:

a). directing a cancellation of the certificate of title for land comprised in Kibuga Block 16 Plot 1055 at Mengo.

b). directing that the plaintiffs as administrators of the estate of the late Sempanda Semakula be reinstated on the certificate of title for the suit land.

c). General damages.

d). Costs of the suit.

General damages.

Damages are the direct probable consequence of the act complained of. They are presumed by law to arise naturally in the normal course of things. In the case of ***Assist (U) Ltd versus Italian Asphall and Haulage & Anor, HCCS No. 1291 of 1999 at 35*** it was held that such could be loss of profit, physical inconvenience, mental distress pain and suffering.

In ***Haji Asumani Mutekanga Versus Equator Growers (U) Ltd SCCA No. 7 of 1995, Order JSC (RIP),*** court held that; with regard to proof, general damages in a breach of contract are what a court (or jury) may award when the court cannot point out any measure by which they are not to be assessed except in the opinion and judgment of a reasonable man".

From the pleadings and evidence of the plaintiffs, it is clear that they suffered damages, financial loss psychological apprehension and inconvenience as a result of the defendants' acts, which amounted to fraud.

The 2nd defendant's fraudulent acquisition of the suit land greatly inconvenienced and prejudiced the plaintiffs as well as the rest of the beneficiaries to the estate of the late Semakula Sempanda. The prayer that this court reinstates the plaintiffs in the position they would have been but for the acts of the defendants, would therefore be justified. Since the plaintiffs left the determination of the quantum of damages to this court, court would consider ***Ugx 60,000,000/=*** as a fair amount.

Section 177 of the Registration of titles Act Cap 230 empowers this court to direct the Commissioner for Land registration to cancel any certificate of title obtained through fraud.

The plaintiffs, having proved to the required standard that the 2nd defendant had fraudulently procured his registration onto the certificate of title of land comprised in ***Kibuga Block 16, Plot 1055 at Mengo***, are accordingly entitled to the following orders:

1. ***an order cancelling the 2nd defendant's name from the title for the land comprised in Kibuga Block 16, plot No.1055, Mengo and replacing the same with the administrators of the estate of the late G. Semakula Sempanda;***

2. ***General damages of Ugx 60,000,000/=, with interest payable at 20% p.a payable from the date of delivering this judgment till payment is made in full.***

3. ***Costs of this suit.***

Alexandra Nkonge Rugadya

Judge

18th May, 2022.

Delivered through email

18/5/2022