

THE REPUBLIC OF UGANDA
IN THE HIGH COURT OF UGANDA AT KAMPALA
LAND DIVISION

CIVIL APPEAL NO. 46 OF 2016
(Arising from the Chief Magistrate's Court of Luwero at
Nakaseke-Kiwoko, Civil Suit No. 014 of 2016)

1. KAYONDO RONALD
2. KIWANUKA RODGERS
3. KISAKYE JESSICA ::::::::::::::::::::::::::::::::::: APPELLANTS

VERSUS

KASULE RONALD :::::::::::::::::::::::::::::::::::RESPONDENT

BEFORE HON. JUSTICE NAMANYA BERNARD

JUDGMENT

Introduction:

1. This is an appeal against the decision of the *learned Trial Magistrate Grade One, Nankya Winnie, Chief Magistrate's Court of Luwero at Nakaseke-Kiwoko*, delivered on the 25th April 2017, in which she decided the suit in favour of the respondent.
2. The background is that the respondent filed a suit against the appellants seeking the following reliefs: a permanent injunction from further trespass on Block 266 Plot 50 land at Lwanda



village (hereinafter “the suit land”); an eviction order and vacant possession; general damages; and costs of the suit. The learned Magistrate decided the suit in favour of the respondent, hence this appeal.

3. According to the *Plaint*, the facts that gave rise to the suit are that:
 1. The respondent is the administrator of the estate of the late Edimanda Kato and the registered proprietor of the suit land.
 2. The appellants trespassed on the suit land, and attempts to evict them were unsuccessful.
4. The appellants filed a *Written Statement of Defence (WSD) and Counter Claim* in which they refuted the respondent’s claims, and counter-claimed against the respondent. They alleged that, the respondent had fraudulently obtained registration, as a registered proprietor of the suit land, and prayed for orders that they are the rightful owners of the property; cancellation of the respondent’s certificate of title; permanent injunction; general damages; punitive and exemplary damages; costs of the suit; and interest.

Grounds of the appeal:

5. The appellants appealed to this Court on the following seven grounds:

1. The learned Trial Magistrate erred in law and fact, in holding that the respondent, was the rightful owner of the land, thus holding that the appellants are trespassers.
 2. The Trial Magistrate erred in law and fact, when she failed to properly evaluate the evidence on record filed by the appellants.
 3. The Trial Magistrate erred in law and fact, when she failed to consider fraud, particulars of fraud committed by the respondent, thereby reaching a wrong decision.
 4. The Trial Magistrate erred in law and fact, when she passed Judgment in favour of the respondent, without any due regard, and consideration to the submissions filed by the appellants, thereby occasioning a miscarriage of justice.
 5. The Trial Magistrate erred in law and fact, when she awarded UGX 9,167,500 as compensation for special damages, without specific proof of the special damages.
 6. The Trial Magistrate erred in law and fact, when she held that the appellants were cultivating on the neighbouring land, without conducting *locus in quo*, of the whole suit land.
 7. The Trial Magistrate erred in law and fact, when she held that the respondent was both in actual and legal possession of the land.
6. The appellants pray for the following orders:
1. That the appeal be allowed;

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2. The Judgment and Orders of the Trial Magistrate be set aside;
 3. The order as to costs against the appellants be set aside;
 4. The evidence furnished by the appellants during trial in the lower court be re-evaluated and considered;
 5. A declaration that the suit land belongs or forms part of the estate of the late Paul Kayemba in which the appellants have a direct beneficial interest;
 6. A declaration that the respondent is a trespasser, and his name on the certificate of title be cancelled;
 7. Costs of the appeal, and costs in the lower court, be awarded to the appellants.
7. The appellants were represented by *Ms. Berna Mutamba* of *M/s. Luganda, Ojok & Co Advocates* while the respondent was represented by *M/s. Sewankambo & Co Advocates*.
8. Both parties filed written submissions which I have considered.

Consideration and determination of the grounds of the appeal:

9. The role of the first appellate Court is to re-appraise the evidence, and subject it to fresh scrutiny, and draw its own decision, on issues of fact as well as of law (see the case of ***Mariam Nanteza & Others v. Nasani Rwamunono & Another, Court of Appeal Civil Appeal No. 28 of 2013***). I

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shall keep the above principle in mind while resolving the grounds of the appeal.

10. I will consider all seven grounds of the appeal together, since they are intertwined.

Removal of the caveat from the suit land:

11. I have perused the Judgment of the Trial Magistrate, and it does not consider and evaluate, evidence adduced by the appellants, on the caveat lodged by the late Paulo Kayemba on the suit land.
12. Counsel for the appellants referred this Court to Caveat Instrument No. BUK 40431 at *page 76 of the Record of Appeal*, lodged by the late Paulo Kayemba on Plots 38 and 39 Block 266 Bulemezi.
13. Caveat Instrument No. 40431 reads as follows:
"[...] Block No. 266 Plots 38, 39 [...] TAKE NOTICE that I Paulo Kayemba of Kibowa, Ssabaddu, Bulemezi claim an Estate as a purchaser of 10.50hs by virtue of an agreement dated 12/12/74 [...] in 25.10hs of the land registered in the name of Edimanda Kato [...]"
14. At pages 78 to 79 of the *Record of Appeal*, are certified copies of the original certificate of title of the suit land. The certificate of title for land comprised in Bulemezi Block 266 Plot 50, is in the

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name of respondent (Kasule Ronald). The incumbrance page of the title shows that the late Paulo Kayemba had lodged a caveat on the 12th December 1974 (Instrument No. BUK 40431), but the said caveat is cancelled on a date that is not indicated. The particulars indicate that the caveat was transferred to Plot 38. Again the date of transfer, and the reasons for the transfer, are not indicated.

15. **Section 145** of the **Registration of Titles Act (Cap 230)** ("**RTA**") provides that:

"When a caveat has been withdrawn under section 139, or has lapsed under section 140, or has otherwise ceased to affect the lands or any interest in the lands in respect of which it was originally lodged, the registrar shall cause the caveat to be removed from the Register Book and shall enter in the margin of the original entry of the caveat the date of that removal." (underlining is mine for emphasis).

16. The failure by the Registrar of Titles to enter the date of removal of the caveat, is a clear contravention of **Section 145** of the **RTA**.
17. Counsel for the appellants submitted that the caveat lodged on the suit land by Paulo Kayemba, was removed without notice to the caveator, in contravention of **Section 140(2)** of the **RTA**. Counsel for the respondent never addressed the issue of the

irregular removal of the caveat lodged by Paulo Kayemba on the suit land.

18. **Section 140** of the **RTA** provides that:

“(1) Upon the receipt of such caveat the registrar shall notify the receipt to the person against whose application to be registered as proprietor or, as the case may be, to the proprietor against whose title to deal with the estate or interest the caveat has been lodged; and that applicant or proprietor or any person claiming under any transfer or other instrument signed by the proprietor may, if he or she thinks fit, summon the caveator to attend before the court to show cause why the caveat should not be removed; and the court may, upon proof that the caveator has been summoned, make such order in the premises either ex parte or otherwise, and as to costs as to it seems fit.

(2) Except in the case of a caveat lodged by or on behalf of a beneficiary claiming under any will or settlement or by the registrar, every caveat lodged against a proprietor shall be deemed to have lapsed upon the expiration of sixty days after notice given to the caveator that the proprietor has applied for the removal of the caveat.

(3) A caveat shall not be renewed by or on behalf of the same person in respect of the same estate or interest, but if, before the expiration of the sixty days referred to in subsection (2) or such further period as is specified in any order made

under this section, the caveator or his or her agent appears before the court and gives such undertaking or security, or lodges such sum in court as the court considers sufficient to indemnify every person against any damage that may be sustained by reason of any disposition of the property being delayed, then and in such case the court may direct the registrar to delay registering any dealing with the land, lease or mortgage for a further period to be specified in such order, or may make such other order, and in either case such order as to costs as is just.” (underlining is mine for emphasis.

19. I have perused the evidence on record, and did not come across evidence to prove that notice of intention to remove the caveat, was given to the caveator, pursuant to **Section 140(2)** of the **RTA**.
20. The questions that must be answered are these – what is the legal implication of the failure by the Registrar of Titles to issue notice of the intended removal of the caveat to the caveator? How does such failure affect subsequent dealings in the land?
21. The case of **Emmy Tumwine & 6 Others v. Administrator General & Saul Kisiribombo Rumanda, Civil Suit No. 92 of 2010** (upheld by the *Court of Appeal* and the *Supreme Court of Uganda*) considered the legal implication of the failure to give

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notice to the caveator as required by **Section 140(2)** of the **RTA**, and came to the conclusion that this is evidence of fraudulent conduct. **Lady Justice Alexandra Nkonge Rugadya** held that:

"[...] it was a violation of section [140(2)] of the RTA, for the proprietor not to have notified the plaintiffs of the intended removal of the caveat. There was no formal application by the registered proprietor to have the caveat removed and no evidence that notification was made to the caveators before it was removed."

22. On appeal in the Supreme Court of Uganda (**Saul Kisiribombo Rumanda v. Emmy Tumwine & 6 Others, Civil Appeal No. 19 of 2018, Prof. Tibatemwa-Ekirikubinza, JSC** had this to say on the irregular removal of the caveat:

"It is also a fact on record that the caveat which had been lodged by the 1st and 2nd respondents to stop any person from dealing with the suit land was irregularly removed to facilitate the registration of the appellant as a proprietor. On the premise of this evidence, the appellant does not qualify as a bonafide purchaser without notice of fraud."

23. It should be noted that in the case of **Kisiribombo (supra)**, the registered proprietor (Kisiribombo) had been involved in fraudulent conduct in the irregular removal of the caveat,

including purchasing the land from an administrator, whose letters were found to have been a nullity, having been issued while another set of letters of administration, had already been issued to the Administrator General. It was not just the failure by the Registrar of Titles, to issue notice of intended removal of the caveat under **Section 140(2)** of the **RTA**, that led Court to conclude that his title was impeachable due to fraud. Court determined that fraudulent conduct was attributable to the purchaser (Kisiribombo).

24. In the case of **Kisiribombo (supra)**, evidence was adduced on the circumstances under which the caveat was irregularly removed, with the participation of the registered proprietor (Kisiribombo). **Lady Justice Alexandra Nkonge Rugadya** describes the evidence adduced on the irregular removal of the caveat as follows:

“What actually seems to have transpired was that on the 8th January 1987, the Chief Registrar of Titles wrote to the 2nd defendant [Kisiribombo] notifying him of a caveat dated 15th December, 1986 and indeed a copy was annexed. With Tibaruha as witness to the caveat and agent of the 1st defendant, the latter is deemed to have had full knowledge that there was a bar on all dealings in respect of the said land which had remained unresolved. In yet another move two years later, a hand written note attributed to one Francis X. Butagira on 29th

June, 1988 was sent to one Paul requesting him to assist Dr. Rumanda (2nd defendant) [Kisiribombo] to remove the caveat so that he [can] go ahead and have the title changed in his own names. Further yet, in another surprising encounter, a handwritten inquiry from the PS (Permanent Secretary) was made to J. Tibisasa for advice whether or not to remove the caveat [...]. (underlining is mine for emphasis).

25. The case of **Teopista Mugenze v. Pascal Byron Mugenze & 2 Others, Civil Suit No. 166 of 1992** also dealt with the question of removal of a caveat in contravention of **Section 140(2)** of the **RTA**. **Lady Justice Monica Mugenyi** had this say:

“[...] the removal of the caveat lodged by the plaintiff with blatant disregard for prescribed legal process did smirk of dishonest dealing in land. I do therefore find that the registration of the 2nd defendant’s interest was tainted with fraud. The question, then, is whether this fraud is attributable to the second defendant or his agents. The evidence on record is that the second defendant company was the beneficiary of the fraud underlying the removal of the caveat. It was registered on the title deed and subsequently transferred the same properties to Hajji Nsubuga. The sequence of events in that transaction was that the very same day that the caveat was removed (23rd

January 1992), the second defendant was registered as the proprietor of the properties. In fact, the said registration was effected by the very same instrument that vacated the caveat, instrument no. MSK 74241. It seems to me that the irregular removal of the caveat was not simply a case of an error or incompetence by land registry officials but, rather, a calculated, dishonest dealing in land most probably instigated by the second defendant for its fraudulent benefit. The said company thus was a party to the fraud."

26. The cases of **Kisiribombo (supra)** and **Mugenze (supra)**, describe the standard of evidence, required to attribute fraudulent conduct to the registered proprietor.
27. I will now summarise the position of the law in as far the facts of this case are concerned. **Sections 140(2) & (3)** of the **RTA** prescribes the legal process for the removal of the caveat. This legal process is designed to offer protection to a caveator's alleged interest in the land. Upon receiving a notice from the Registrar of Titles, informing him/her about the intended removal of the caveat, the caveator is at liberty to obtain a court order, to delay any dealing in the land. It follows then, that the failure to observe this prescribed legal process for the removal of the caveat, removes the protection offered to the caveator by the law. It is because of this, that courts have held that the

irregular removal of a caveat, amounts to fraudulent conduct. The certificate of title of a registered proprietor, who obtains registration following the illegal removal of a caveat, cannot be impeached unless it can be proved that this fraud is attributable to the registered proprietor. The onus is on the appellants, to prove fraud in the impugned land transaction, and attribute it to the registered proprietor.

28. I have considered the pleadings, and evaluated the evidence on record, and noted the following essential facts on the removal of the caveat:

1. Paulo Kayemba lodged a caveat on the suit land on the 12th December 1974 (Instrument No. 40431). According to certified copies obtained from the commissioner, land registration dated 30th December 2016, the caveat on Plot 50 was cancelled on a date that is not shown. The caveat was transferred to Plot 38 on a date that is not shown.
2. Paulo Kayemba lodged a caveat on Bulemezi Block 266 Plot 38 on 12th December 1974 (Instrument No. 40431). As of 30th December 2016, when certified copies were obtained from the commissioner, land registration, the caveat in respect of Plot 38 was still subsisting.
3. According to the notice of registration of the caveat appearing on *page 76* of the *Record of Appeal*, the late Paulo Kayemba, claims an interest in the land comprised in Bulemezi Block 266 Plots 38 & 39, as "*purchaser of*

10.50hs by virtue of an agreement dated 12/12/74 in 25.10hs of the land registered in the name of Edimanda Kato [...]."

29. I am satisfied that, on the basis of evidence on record, the caveat lodged by Paulo Kayemba on the suit land on the 12th December 1974 (Instrument No. 40431), was fraudulently removed. What remains to be addressed, is whether the fraudulent removal of the caveat, can be attributed to the respondent, so as to impeach his certificate of title.
30. The appellants adduced evidence to the effect that they were never informed of dealings on the land (see *page 64* of the *Record of Appeal*, the testimony of Kayondo Ronald).
31. In *paragraph 7(e)* of their *WSD and Counter Claim* (*pages 23 – 34* of the *Record of Appeal*), the appellants plead that:
"[...] the 1st counter defendant [respondent] fraudulently, illegally and unlawfully transferred the suit land into his names [...]"
32. The onus was on the appellants, to prove that the respondent procured registration of the land into his names fraudulently, and that the fraud is attributable to him. The burden of proof lay on the appellants to prove these allegations of fraud (see

Senkungu & 4 Ors v. Mukasa (Supreme Court Civil Appeal 17 of 2014) [2017] UGSC 14).

33. The appellants gave evidence on the fraudulent removal of the caveat. At *page 64* of the *Record of Appeal*, Kayondo Ronald testified that:

"[...] The [registrar] of titles together with the plaintiff fraudulently transferred the caveat on plot 39 to plot 38 which is only 5 acres [...]. We were never informed of the dealings on the land."

34. It is true that failure to give notice of intended removal of a caveat to a caveator, as required by **Section 140** of the **RTA**, amounts to fraud (see the cases of ***Kisiribombo (supra)*** and ***Mugenze (supra)***). However, as already stated above, the appellants must adduce evidence to attribute the fraud to the respondent, if his title is to be impeached.
35. The appellants must go further than merely proving the irregular removal of the caveat. For example, in the case of ***Kisiribombo (supra)***, evidence was adduced to prove that the registered proprietor had actively participated in the irregular removal of the caveat, to defeat the interest of the caveator. In the case of ***Mugenze (supra)***, evidence was adduced to prove that on the very day that the caveat was removed, without notice to the caveator, transfer of land was effected to the registered

proprietor, using the same instrument number that vacated the caveat.

36. The evidence in the instant case shows that the caveat was removed on a date that is not shown. There is no evidence as to the sequence of events. While the certificate of title (see *page 79* of the *Record of Appeal*), shows that the respondent became registered proprietor on the 25.4.2013 at 9:45 am (Instrument No. BUK 107576), the date of removal of the caveat is not shown, making it difficult to tell the sequence of events.
37. I have perused the record of proceedings, and did not find cogent evidence adduced by the appellants, to prove that the respondent was involved in the fraudulent removal of the caveat. The evidence by Kayondo Ronald falls far too short of the standard required, to attribute fraudulent conduct to the respondent.
38. The purpose of the caveat lodged by the late Paulo Kayemba in 1974 was to offer temporary protection to the appellants, after which, they should have asserted their interest, and had it regularised. It was not open to the caveator, to simply sit back, as caveats are not there to exist in perpetuity. This is the essence of the holding in the case of ***Eng Mee Yong v. V. Letchumanana s/o Velayutham [1980] AC 331*** where **Lord Diplock** had this to say on the temporary protection offered to the caveator:

"[...] the effect of entry of a caveat [...] is a grave curtailment of the rights of the proprietor, yet it can be imposed at the instance of anyone who makes a claim to title to the land, however baseless that claim may turn out to be [...] caveats are available in appropriate cases, for the interim protection of rights to title to land or registrable interest in land that are alleged by the caveator but not yet proved [...]".

39. The appellants did not adduce evidence on the steps that they took to regularise their alleged interest in the suit land. For example, in the case of ***Kisiribombo (supra)***, the beneficiaries of the estate of the deceased, had taken the initiative to lodge a caveat on the disputed land in their own right, as opposed to the instant case where the appellants (beneficiaries), are relying on a caveat lodged by the late Paulo Kayemba, many years ago, on 12th December 1974.

Locus in quo

40. Counsel for the appellants faulted the Trial Magistrate for failing to record her observations at the *locus in quo* (see page 70 of the *Record of Appeal*). ***The Chief Justice's Practice Direction No. 1 of 2007*** provides as follows:

"During the hearing of land disputes the court should take interest in visiting the locus in quo, and while there;

- (a) *Ensure that all the parties, their witnesses, and advocates (if any) are present.*
- (b) *Allow the parties and their witnesses to adduce evidence at the locus in quo.*
- (c) *Allow cross-examination by either party, or his/her counsel.*
- (d) *Record all proceedings at the locus in quo.*
- (e) *Record any observation, view, opinion or conclusion of the court, including drawing a sketch plan, if necessary."*

41. It is my finding that the *locus in quo* was not conducted in line with the directives of the *Chief Justice*, especially with regard to the requirement of recording proceedings and observations. For example, while the Judgment of the Trial Magistrate (*page 151 of the Record of Appeal*) states that during the *locus in quo*, no house was seen, that observation does not feature in observations recorded by the Trial Magistrate on *page 70 of the Record of Appeal*. However, the fact is, that the *locus in quo* was conducted on the 1st March 2017.

Purchase of the land by the appellants' late father:

42. Counsel for the appellants submitted that the late Paulo Kayemba purchased the suit land from the late Edimanda Kato. Counsel referred Court to the Discovery of Documents Order appearing on *page 45 of the Record of Appeal*. The order

required the Commissioner, Land Registration (Bukalasa) to produce the following documents: (a) certified copies of white pages of land comprised in Bulemezi Block 266 Plots 50, 38 and 39 Land at Lwanda and Nakaseta; (b) Instrument No. BUK 40431 and No. BUK 44658; (c) Purchase Agreement dated 12th December 1974 executed between Paulo Kayemba and Edimanda Kato; (d) Transfer Instruments in respect of the same.

43. Counsel for the appellants referred this Court to Caveat Instrument No. BUK 40431 at *page 76 of the Record of Appeal*, lodged by the late Paulo Kayemba on plots 38 and 39 Block 266. According to counsel, Plot 39 was later sub-divided, and became Plots 50 and 51. Counsel relied on the Area Schedule and Mutation Form (*page 77 of the Record of Appeal*) for the submission that Plot 39 was sub-divided, and became Plots 50 and 51. It is not clear from the evidence on record when the sub-division of Plot 39 took place.
44. Counsel for the appellants faulted the Trial Magistrate for failing, to consider and evaluate the particulars of the caveat, which according to counsel, prove that the late Paulo Kayemba purchased 10.50 Hectares on Block 266 Plot 39.
45. Counsel further faulted the Trial Magistrate for failing to consider, and evaluate evidence on the Mutation Form (*page 77 of the Record of Appeal*). According to counsel, the Mutation

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Form contains evidence that the late Paulo Kayemba purchased the suit land from Edimanda Kato.

46. Counsel for the respondent challenged the appellants for relying on a Mutation Form that was “...*neither signed by their father nor the plaintiff’s father.*”
47. I do not agree with counsel for the appellants, that the evidence on record proves that Paulo Kayemba purchased land from Edimanda Kato, because the said Mutation Form is in respect of Plots 38 and 39 Block 266, and not Plot 50. Secondly, while the name “Paulo Kayemba” appears on the Mutation Form, the name “Edimanda Kato” does not feature anywhere on the Mutation Form. Although counsel for the appellants argued that Plot 50 is a residue after sub-division of Plot 39, there is no evidence to that effect in the record of proceedings. The Area Schedule (*page 80 of the Record of Appeal*), was exhibited at the trial, but the appellants did not adduce evidence from a witness suitably qualified to testify on its contents.

Who has physical possession of the land?

48. Counsel for the appellants faulted the Trial Magistrate for holding that the respondent had both physical and legal possession of the suit land. In support of her arguments, counsel referred to *page 52 of the Record of Appeal*, where it was

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agreed during the scheduling conference, that the appellants are in possession of the suit land.

49. At *page 70* of the *Record of Appeal*, during the *locus in quo*, it was discovered that the appellants are in physical occupation of **only part of the land**. I am persuaded by the evidence gathered at the *locus in quo* that the respondent does not have physical possession of the entire chunk of land.
50. It was therefore, not entirely correct for the Trial Magistrate to conclude that the respondent is in full possession of the suit land.
51. I agree with evidence adduced by the respondent that the appellants trespassed on the suit land in 2011 (see *pages 11, 53, 54, 55 & 57* of the *Record of Appeal*), and their trespass prompted the respondent to file the suit that gave rise to this appeal.

Forgery of the respondent's certificate of title:

52. Counsel for the appellants faulted the Trial Magistrate for not considering evidence that the respondent's certificate of title is forged. It was counsel's argument, that because of remarkable differences between the title produced by the commissioner, land registration, and the one produced by the respondent, it proves that the respondent's title is forged. She pointed out the

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lack of incumbrances on the owner's copy as one such evidence of forgery.

53. I have perused the record of proceedings, and did not come across evidence adduced by the appellants on the forgery of the respondent's certificate of title. The differences pointed out by counsel on the two title deeds (i.e. the one produced by the land registry and the owner's copy), can be explained. It is understandable that entries on the original certificate of title kept by the Registrar of Titles do not necessarily have to match with those on the owner's copy. For example, while the original certificate of title kept by the Registrar of Titles would bear incumbrances lodged by third parties, these will not show on the owner's copy.

Trespass:

54. Counsel for the appellants faulted the Trial Magistrate for the finding that the appellants are trespassers on the suit land. Having found that the respondent is the rightful owner of the suit land, which I agree with, the Trial Magistrate was right in concluding that the appellants are trespassers on the suit land.

Special damages:

55. Counsel for the appellants faulted the Trial Magistrate for awarding special damages of UGX 9,167,500, and yet the

witnesses did not ask for it. According to *paragraph 6* of the *Plaint*, the respondent prayed for compensation of same amount. In his testimony at *page 53* of the *Record of Appeal*, the respondent gave evidence that his forest on the suit land was cut down by the appellants. *PW3 (Kibirige Ibrahim)* at *page 57* of the *Record of Appeal*, also testifies that the appellants cut down trees on the suit land.

56. It is my finding that the Trial Magistrate was right to award special damages of UGX 9,167,500.

Conclusion:

57. The Judgment of the Trial Magistrate (*page 152* of the *Record of Appeal*), states that:

"Certificate of title is proof of legal ownership of land. The defendants having failed to prove that the plaintiff's certificate of title was obtained fraudulently, the same cannot be impeached."

58. After carefully analysing the pleadings, evaluating the evidence on record, and applying the law, my conclusion is that the Trial Magistrate rightly came to the decision that the respondent is the rightful owner of the suit land.

59. Therefore, I uphold the Judgment of the *learned Trial Magistrate Grade One, Nankya Winnie, Chief Magistrate's Court of Luwero at Nakaseke-Kiwoko*, delivered on the 25th April 2017.

60. In the result, I **ORDER** as follows:

(a) This appeal is dismissed.

(b) The costs of this appeal, and in the lower Court, are awarded to the respondent.

I SO ORDER.



NAMANYA BERNARD

Ag. JUDGE

16th September 2022