

**THE REPUBLIC OF UGANDA  
IN THE HIGH COURT OF UGANDA AT KAMPALA  
[LAND DIVISION]**

**[CIVIL SUIT NO.3064 OF 2016]**

1. **SENGENDO YUDA TADEO**  
2. **NDAGIRE JUSTINE CHRISTINE**.....**PLAINTIFFS**  
*(Administrators of the estate of the late Ssebaggala Francis)*  
**VERSUS**

1. **KAWEESA DANIEL**  
2. **KISITU GODFREY**.....**DEFENDANTS**  
*(Administrators of the estate of the late Lubwama Martin Luther)*

**BEFORE: HON. MR. JUSTICE HENRY 1. KAWESA**

This suit was brought by the Plaintiffs against the Defendants claiming for:

1. A declaration that the Defendant's refusal to surrender the **land title for Block 3 14 Plot 2340** (*hereinafter the suit land*), **land situated at Buloba** is breach of contract and is unlawful.
2. An order for specific performance directing the Defendants to sign mutation and transfer forms in favour of the Plaintiffs and handover the title for transfer purposes.
3. General damages and exemplary damages.
4. A permanent injunction restraining the Defendants, their agents, servants and all others claiming under them from any other acts

of breach of contract as well as transferring or otherwise dealing in the suit land.

5. Costs of the suit.

6. Any other remedies that this Honourable Court may deem fit and just.

### **Plaintiffs' Claim**

That they are administrators of the estate of the late Ssebaggala Francis who was a lawful kibanja holder for land, part of which forms a substantial portion of the suit land. That in 2003, they entered into an agreement with the Defendants wherein they paid for a legal interest for their portion of their kibanja. That despite payment and agreement, the Defendants have refused to honour their agreement with them despite several demands, but have instead been trying to sell the suit land to several prospective purchasers with the intention of defeating the Plaintiffs' interest.

### **Defendants' Claim:      1<sup>st</sup> Defendant**

That he and other siblings had agreed to sell to the Plaintiffs' family the legal interest of a kibanja which they occupy at Ugshs. 1, 200,000/- (*shillings one million, two hundred thousand only*). That the Plaintiff's family only paid Shs. 460,000/- (*shillings four hundred and sixty thousand only*) and neglected to pay the balance of Ugshs.740,000/- (*shillings seven hundred and forty thousand only*). That it is actually the Plaintiffs' family that breached the agreement of sale when they failed to pay the balance; and that the Plaintiff can only obtain a certificate of title to their kibanja after they have finished payment,

their kibanja surveyed off and they pay requisite transfer fees and taxes.

## **2<sup>nd</sup> Defendant**

That the Defendants are registered as proprietors of the suit land. That the family of the Defendants indeed entered into an agreement with the Plaintiffs to acquire title for their kibanja but breached the terms therein. That they are still demanding the Plaintiffs a balance of Ugshs.670,000/- (*Uganda shillings six hundred seventy thousand only*).

That before the Defendants could fulfil their commitments, the Plaintiffs' family went ahead and sold part of their kibanja to a one Rwigyema and there have been ongoing wrangles over boundaries since that sale took place. That there have been attempts to settle the matter amicably but before the same could be done the Plaintiffs filed the instant suit.

That the Plaintiffs also went ahead to lodge a caveat on the suit land hence further curtailing negotiations. That the Defendants have always been willing to execute transfers in favour of the Plaintiffs but were awaiting the wrangles over their boundaries to be resolved and the payment of the balance.

## **Hearing of the Matter**

The parties failed to agree on the issues for determination. The joint scheduling memorandum on record is unsigned by the Defendants, and therefore does not count.

The Plaintiffs filed a separate scheduling memorandum in which they raised the following issues;

1. Whether the Plaintiffs are bonafide purchasers for value and therefore entitled to the transfer of the reversion.
2. Whether the agreement executed between the Plaintiffs and the Defendants for sale of the land and property comprised in Plot 2360 Block 314 Kampala, dated 9<sup>th</sup> March 2003 was valid and binding.
3. Whether if so, the agreement was breached, and by which party.
4. What remedies are available to the parties.

The Defendants also filed a separated scheduling memorandum in which they raised the following issues:

1. Whether the Plaintiffs have a cause of action against the Defendants.
2. Whether the Plaintiffs are entitled to the portion of land occupied by a one Rugyema Augustine formerly belonging to the late Nsobva Joseph.
2. Whether the Plaintiffs paid the entire purchase price for the portion of land they claim.
3. Whether the Plaintiffs are entitled to the remedies sought?

Having noted the variance of the issues raised, Court insisted and gave Counsel for the parties an opportunity to agree on the issues for resolution before trial. It was then that the Plaintiffs' Counsel alone raised the following issues:

1. Whether the Plaintiffs have a cause of action against the Defendants?

2. Whether the Plaintiffs still owe the Defendants any money for Block 3 14 Plot 2360?
3. Whether the Plaintiffs paid the entire purchase price for the portion of land they claim?
4. What remedies are available to the Plaintiffs?

The challenge of what issues are appropriate for resolution Court still persisted into Counsel's written submissions after trial, to the extent that Counsel for the Plaintiff almost deviated from the issues he earlier on raised in the scheduling memorandum; and yet the Defendants' Counsel raised two more issues in his submissions, that is;

1. Whether the suit is proper before this Court.
2. Whether the suit is barred by limitation.

Court thinks that the failure for Counsel to agree on the issues owes to their failure to properly theories on the respective cases of the parties. It is doubtable that they even accorded their pleadings any attention when thinking of the issues to frame, and yet that was crucial because parties are bound by their pleadings (0.6 r. 7 of the Civil Procedure Rules & Semalulu versus Nakitto High Court Civil Appeal No.4 of 2008). They, therefore, should have restricted their thoughts on issues to frame to the matters arising from pleadings.

The pleadings are clear. The Plaintiffs say that the purchased a legal interest from the Defendants in respect to a kibanja situated on the suit land registered in the Defendants' names. They also allege that they completed payment to the Defendants, but that despite that, they Defendants have failed to honour the terms of the agreement.

As for the Defendant; they both agree to have entered into an agreement of sale of a legal interest with the Plaintiffs. Their problem with the Plaintiffs, which allegedly occasioned their failure to honour the said agreement, is twofold. One is that the Plaintiffs failed to complete payment of the purchase price; and two is that there is a boundary dispute between the Plaintiffs and their adjacent neighbour, a one Rwegyema, which made it difficult for both parties to agree on the extent of what the Plaintiffs acquired for purposes of transfer of the legal interest.

The Defendants, particularly the 1<sup>st</sup> Defendant, already intimated the willingness to execute transfers in favour of the Plaintiffs once the aforesaid problem is sorted. The questions to determine should then involve complete payment of the purchase price, the size of the land the Plaintiffs are entitled to, and breach of agreement.

It is easy to understand the emergence of issues raising points of law even at a later stage of trial (since these can be raised at any time).

Such issues in this case are,

*(1) Whether the Plaintiffs have a cause of action against the Defendants,*

*(2) Whether the suit is proper before this Court, and;*

*(3) Whether the suit is barred by limitation.* But the rest of the issues clearly raise matters of fact some of which are uncontested.

In view of the above observations, Court agrees with Counsel for the Plaintiffs that it has power to reframe issues. As such, hereby acts pursuant to 0.15 r.5(1) of the Civil Procedure Rules, and raises the following issues for determination.

1. *Whether the Plaintiffs have a cause of action against the Defendants*
2. *Whether the suit is proper before this Court.*
3. *Whether the suit is barred by limitation.*
4. *Whether the Plaintiffs paid the entire purchase price for the portion of land they claim.*
5. *Whether the Plaintiffs are entitled to the portion of land occupied by a one  
Rugyema Augustine formerly belonging to the late Nsobya Joseph.*
6. *Whether if so, the agreement was breached, and by which party.*
7. *Whether the Plaintiffs are entitled to the remedies sought.*

Court shall take account of Counsel's submissions, where necessary, in resolving the issues raised.

### **Burden and Standard of Proof**

In the case of *Uganda Petroleum Co. Ltd versus Kampala City Council Civil Suit No.250 of 2005*, it was held that in civil cases the burden lies on the party who alleges to prove his or her case on the balance of probabilities. Additionally, it is also provided by Section 101(1) of the Evidence Act cap 6 provides that whoever desires 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.

In this case, the Plaintiffs bear the burden of proving the proposed issues on the balance of probabilities. In proof of the issues, the

Plaintiffs called five (5) witnesses. These are PW1; (Sendyose Godfrey Ssebaggala), PW2; (Salongo Isa Malunda), PW3; (Sengendo Yuda Tadeo), PW4; (Kisitu Gerald Ssebaggala), and PW5; (Ndagire Justine Christine).

The Defendants also called four witnesses to rebut the Plaintiffs' case. These are DW1 (Kawesa Daniel), DW2 (Semakula Abbas), DW3 (Banage Vernny Rugyema) and DW4 (Rwegyema Augustine).

### **Determination of Issues**

#### **Issue No.1:**

#### **Whether the Plaintiffs have a cause of action against the Defendants**

According to **Jeraj Shariff and Co. versus Chotai Fancy Stores (1960) EA 374 at 375**, the question of whether a plaint discloses a cause of action must be determined upon perusal of the plaint together with anything attached to it. In addition to this, the **Court in Tororo Cement Co. Ltd versus Frokina International Ltd SCCA No.2 of 2001** well stated that:

*“I would summarise the position as I see it by saying that (fa plaint show that the Plaintiff enjoyed a right, that that right has been violated and that the Defendant is liable, then, in my opinion, a cause of action has been disclosed and any omission or defect may be put right by amendment”.*

The above proposition is similar to another Court's observation in Auto Garage versus Motokov CA No.22 of 1971, a case cited by



Counsel for the Defendants. In that case Court stated that a plaint discloses a cause of action where it shows that the Plaintiff enjoyed a right, which right was violated by the Defendant.

Having looked at the plaint, the Court confirms that shows that the Plaintiffs enjoyed a right under an agreement of sale of land, and that this right was violated by the Defendants who, allegedly, failed to honour the terms of the said agreement about transferring to them legal interest of their kibanja. As such, Court concludes that the plaint discloses a cause of action against the Defendants, The first issue is thus answered in the affirmative.

## **Issue 2:**

Whether the suit is proper before this Court

### **Counsel for the Defendants' submissions**

Counsel for the Defendants submitted that the suit is not properly before Court on ground that the 2<sup>nd</sup> Defendant is not a party to the sale agreement. That under the doctrine of privity of contract, the Plaintiff could not sue the second Defendant. Further, that the Plaintiffs had no capacity to sue since they are not parties to the said sale agreement. That it would have been different if the legal interest in the suit land had been bought by the late Ssebaggala Francis, whose estate they (Plaintiffs) represent. That the proper person to sue would have been a one Kigozi Lubwama David and the cause of action would have been recovery of money had and received by Kityo Makubuya, Kaweesa Daniel, Bantubalamu, Nalumansi Margaret, and Nanteza Christina, and Lubwama Martin.

### **Counsel for the Plaintiffs' submissions**

In response, Counsel for the Plaintiffs argued that it is important to give effect to the contents of the sale agreement as it is and not for the parties to infer what is not therein. That the words of the agreement state that the family of Walusimbi Martin, wherein the beneficiaries as indicated, sold a legal reversionary interest to the family of the late Ssebaggala Francis and the money was paid by Kigozi Lubwama David on behalf of that family. That it would be erroneous to interpret that sale agreement by inserting in words that are not there yet it is clear. Counsel thus concluded that the family of the late Ssebaggala, through its administrators have capacity to sue and be sued as they did in this matter.

## **Resolution**

Court has perused the sale agreement in issue, which was admitted as PEXHI. The agreement reads that the family of the late Martin Makubuya Kityo Emmanuel, including Daniel Kawesa, Bantubalamu, Margaret Nalumansi, Nanteza Christina, and Lubwama Martin, has sold a legal interest in the suit land to the family of the late Ssebaggala Francis.

Kigozi Lubwama David paid the initial deposit of Ugshs.460,000/- (*Uganda Shillings four hundred sixty thousand only*) not for himself, but on behalf of the family of the late Ssebaggala Francis. The implication of this is that the legal interest was paid for by Kigozi Lubwama David, for the benefit of the estate of the late Ssebaggala Francis. That estate is now represented by the Plaintiffs, and they brought this suit in that capacity.

Further, the agreement also implies that the legal interest was sold by the aforestated persons collectively as an estate. The Defendants are

now the representatives of that estate. In that capacity, they admitted to selling a legal interest in the suit land to the Plaintiffs in their respective written statements of defence.

In view of the observations above, Court is unable to conceive that the suit is improperly before it. It is for this reason that it agrees with Counsel for the Plaintiffs that the Plaintiffs had capacity to sue, and that the Defendants were the right persons to be sued going by the contents of the sale agreement.

This issue is thus found in the affirmative.

### **Issue No.3:**

#### **Whether the suit is barred by limitation**

Court has reviewed the pleadings, evidence, and submissions of the parties on record as regards this issue.

#### **Counsel for the Defendants' submissions**

It has considered the submission of Counsel for the Defendant that the Plaintiffs' cause of action arose in 2003 when PEXHI was signed; and that since the suit was instituted in 2015, it was outside the limitation period of 6 years stipulated for enforcing a contract under Section 3(1) of the Limitation Act Cap.80.

#### **Counsel for the Defendants' submissions**

Court has also considered the submission of Counsel for the Plaintiffs that the cause of action arose in 2009 when the Plaintiffs allegedly made the last payment upon the Defendants. That as such, time started to run against the Plaintiffs in 2009 when they demanded for their certificate of title from the Defendants and the latter failed to

deliver the same. The Plaintiffs' Counsel also made further submissions which Court has considered, but shall not reproduce.

## Resolution

The evidence of the Plaintiff indicates that they completed payment for the legal interest in the suit land on the 11<sup>th</sup> of June 2009. *A copy of a receipt of acknowledgement of the said payment by the 1<sup>st</sup> Defendant was exhibited as PEXH2.*

Further, their evidence indicates that it is after making the said payment that they started demanding for their certificate of title from the Defendants. On the other hand, the evidence and defence of the Defendants is that the Plaintiffs were not entitled to claim a certificate of title from them until they completed payment. The 2<sup>nd</sup> Defendant also indicated in his written statement of defence that the parties tried to settle the matter amicably before the suit was instituted.

Considering the parties' evidence as a whole, it implies that the alleged breach of agreement occurred sometime after the 11<sup>th</sup> of June 2009. It cannot, therefore, be true, as Counsel for the Defendants submitted, that the cause of action arose in 2003. This suit was initially filed on the 14<sup>th</sup> of July 2015 at the High Court of Uganda at Nakawa. A strict count of time from 11<sup>th</sup> of June 2009 would put the suit about one month outside the 6 years' period for enforcing the agreement as stipulated under Section 3(1) of the Limitation Act Cap.80.

The above notwithstanding, this Court is unsure of the exact time when the alleged breach of the sale agreement occurred. With this in

mind, it shall give the Plaintiffs a benefit of the doubt that the suit was probably filed within 6 years' period.

Consequently, Court finds this issue in the negative.

#### **Issue No.4:**

Whether the Plaintiffs paid the entire purchase price for the portion of land they claim

#### **Plaintiffs' Evidence**

PW I testified that when his family and that of the Defendants agreed on the price of the legal interest as Ugshs.1,200,000/- (*one million two hundred thousand shillings only*), Ugshs.460,000/- (*four hundred and sixty thousand shillings only*) was paid first. That subsequent payments were made to a one Makubuya Enock and Kawesa Daniel in bits as and when they approached his family for money. That the said payments were undocumented considering that the two families were so close.

That he was personally tasked with the payment of the balance of the purchase price to the family of the Defendant's family, and that on several occasions, Makubuya Enock and Kaweesa Daniel would come to his place and pick money. That it's only on one occasion that he failed to pay money to Makubuya's son, Kisitu, when he was chased for school fees and his father sent him to him to pick money. That sometime in 2009, he was informed by his young brother Kisitu Gerald Ssebaggala that the entire purchase price had been paid to Kaweesa Daniel and that they would be getting a certificate of title.

PW3 and PW5 did state as PW I stated; and in addition to the already reproduced testimony PW4, a one Kisitu Gerald Ssebaggala, stated that on the 11<sup>th</sup> of June 2009, he received a phone call from Kaweesa Daniel (1<sup>st</sup> Defendant). That the call was about the balance of the purchase price. That he directed him to his work place where he came and agreed that the outstanding balance at the time to be Ugs.70,000/- (*seventy thousand shillings only*). That he paid the said money to Kaweesa Daniel and handed to him a piece of paper from his diary, which he wrote on his handwriting receipt of the said balance and signed thereafter. *A copy of the said receipt of acknowledgement of payment is what was exhibited as PEXH2.*

### **Defendants' Evidence**

The said Kawesa Daniel gave evidence as DW1, but he neither denied nor confirmed receipt of Ugshs.70,000/- from PW4 as final payment for the legal interest in the suit land. Not even the rest of the Defendants' witnesses rebutted this alleged fact of receipt of Ugshs.70,000/- from PW4 as final payment for the legal interest in the suit land.

### **Resolution**

*Court has looked at PEXH2. Its translated version reads:*

*I, Kaweesa Daniel of Serugoye have received the balance of the purchase price of the mailo interest from my brothers of the late Ssebaggala Francis. The balance had been seventy thousand (Ugshs.70,000/-) and Mr. Kisitu has given it to me.*

*Receiver, Kaweesa Daniel*

*Giver, Kisitu Gerald Ssebaggala*

*Signature*

Considering that the testimony of PW4 and PEXH2 were unrebutted, this Court concludes that it is more probable than not that the Plaintiffs paid the entire purchase price for the portion of land they claim. Consequently, it finds that the Plaintiffs have proved this issue on the balance of probabilities.

The issue is thus found in the affirmative.

**Issue No.5:**

Whether the Plaintiffs are entitled to the portion of land occupied by a one Rugyema Augustine formerly belonging to the late Nsoby Joseph

**Parties' Contentions**

The evidence of the Plaintiffs is that the registrable interest they bought from the Defendants measures approximately 5 acres. This is contested by the Defendants whose evidence is that the Plaintiffs claim more than they are entitled to, and that their claim includes land that belonged to a one late Nsoby Joseph.

The Plaintiffs admit that the late Nsoby Joseph is their kindred. They also admit that he lived on land which is adjacent to another portion of land in their possession. The portion of land possessed by the Plaintiffs is undisputed. What is disputed is one adjacent to their undisputed portion, and which allegedly belonged to their kindred, now possessed by a one Rugyema Augustine.

For the Plaintiffs, their evidence is that the disputed portion of land is part of the undisputed portion of land. That that disputed portion

of land has never been donated to Nsobya Joseph by their late father, Ssebaggala Francis, as the Defendants assert.

On the other hand, the Defendants' evidence is that the disputed portion of land does not form part of the estate of the land the late Ssebaggala Francis, which the Plaintiffs represent. That the disputed portion of land once belonged to late Ssebaggala Francis, but that he donated it to his son, the late Nsobya Joseph, who sold it to a one Semakula Abbas; (DW2) who also sold it to DW3 and DW4 (Banage Vernny Rwigyema and Rwigyema Augustine).

## **Resolution**

Court visited locus in quo and confirmed that disputed land is physically occupied by DW3 and DW4, who are not parties to this suit. That notwithstanding, Court recalls the principle that possession of land is prima facie evidence of ownership, which cannot be displaced by merely showing that the possession was not derived from any person with ownership (*Eastern Construction Co. versus National Trust Co. 119141 A.C. 197*). To displace such possession, the Plaintiffs must show a superior title than that of the person in possession.

Besides alleging that the disputed portion of land is part of their undisputed portion of land and that the disputed portion has never been donated to Nsobya Joseph, the Plaintiffs led no evidence of any superior title to the disputed land in order to displace DW3 and DW4's claim of ownership.

In the circumstances, therefore, Court finds that the Plaintiffs have not proved this issue on the balance of probability. As a consequence,



it finds that the Plaintiffs are not entitled to the portion of land occupied by a one Rugyema Augustine formerly belonging to the late Nsobya Joseph.

This issue is thus found in the negative.

#### **Issue No.6:**

Whether if so, the agreement was breached, and by which party

Breach of agreement involves the failure to fulfil obligations imposed by the terms of the agreement (*United Building Services Ltd versus Yafesi Muzira t/a Quickest Builders & co Ltd H.C.C.S. No.154 of 2005*).

In this case, the obligation not fulfilled by the Defendants is the failure to sign mutation and transfer forms in favour of the Plaintiffs. But as Court has established, there was a boundary dispute which made it difficult for the parties to tell the extent of the legal interest the Plaintiffs were entitled to. This is probably the overall cause as to why the Defendants could not perform their obligation under the agreement. They should, therefore, not be condemned given the circumstances of the case. For that reason, Court finds that there was no breach of agreement by the Defendants.

In view of the finding in issue 4, Court also finds that there was no breach of agreement by the Plaintiffs—no failure to complete payment under the agreement.

This issue is thus found in the negative.

#### **Issue No.7:**

Whether the Plaintiffs are entitled to the remedies sought

The Plaintiffs sought several remedies which Court did not allow in view of the findings above. The Court only allowed those listed here below:

### **An order for specific performance**

Considering the finding on issue 4, this Court deems it fit to grant this remedy. Accordingly, an order of specific performance is hereby issued directing the Defendants to specifically perform their obligation under an agreement with the Plaintiffs dated 9<sup>th</sup> March 2003, by signing a mutation and transfer forms in favour of the Plaintiffs and handover the title to the Plaintiffs for land **in Block 314 Plot 2340 at Buloba** for transfer purposes.

### **General damages**

It is trite law that general damages are awarded at a Court's discretion; and that a party is entitled to them even without proof (*See Stroms versus Hutchinson [1905]; A.C 515, and Kibimba Rice Co. Ltd versus Umar Salim [1992] V KALR 17*).

Court is cognizant of the fact that general damages are not awarded to punish the guilty party, but to restore the innocent party in a position he or she would be without the wrong. Counsel for the Plaintiffs properly stated that the loss and injury suffered by the Plaintiff owing to the Defendants' conduct ought to be taken into account in determining the quantum of damages, in addition to other factors such as the value of the subject matter, and the nature of wrong. Counsel for the Plaintiffs cited the case of *Acire versus May Ann Engom 119921 IV KALR 142* to that effect.

In this case, the wrongful act to complain of and which ought to guide Court in determining general damages should be that of the Defendants' denial that the Plaintiffs completed payment. It is natural to presume that the Plaintiffs were unsettled by that denial. They should therefore be awarded general damages.

That said, Court considers that the injury occasioned to the Plaintiffs was minimal given the circumstances of the case. Additionally, the value of the subject matter is not that high, and nature of wrong not so grave. Considering all this, Court awards the Plaintiffs Ugshs.500, 000/- (*shillings five hundred thousand only*) as general damages to the Plaintiffs.

### **Exemplary Damages**

Counsel for the Plaintiffs made submissions in respect to this remedy, but Court is certain that the principles he relied on apply to substantial or aggravated damages.

The principles for exemplary damages as stated by the *Supreme Court* in **Fredrick J.K Zaabwe versus Orient Bank Ltd and 5 Others S.C.C.A. No.4 of 2006**, are that they are only awarded to:

- (1) Where there is an oppressive, arbitrary or unconstitutional action by the servants of the government, and;
- (2) Where the Defendant's conduct was calculated to procure him some benefit, not necessarily financial, at the expense of the Plaintiff; or where they are permitted by an Act.

In this case, Court believes that the Defendants' denial that the Plaintiffs completed payment was calculated to procure them some benefit at the expense of the Plaintiffs. As such, this Court awards

the Plaintiffs Ushs. 1,500, 000/- (*shillings one million, five hundred thousand only*) as exemplary damages.

### **Permanent Injunction**

Considering the finding on issue 4, this Court deems it fit to grant this remedy as well. For that reason, a permanent injunction is hereby issued restraining the Defendants, their agents, servants and all others claiming under them from breaching a sale of land agreement dated 9<sup>th</sup> March 2009, as well as transferring or otherwise dealing with the Plaintiffs' portion of land situated on **land comprised in Block 314 Plot 2340 at Buloba**.

Half of the costs for this suit are awarded to the Plaintiffs.

I So Order.

.....  
Henry I. Kawesa  
**JUDGE**

21/4/2022

Right of Appeal explained.

Delivered at Kampala this day 21<sup>st</sup> day of April 2022.

In the Presence of:

1. Apollo Kwesiga for the Plaintiff.
2. Defendants; not represented.

Court:

Matter is for Judgment.

Judgement delivered in the presence of the parties above.

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Henry I. Kawesa

**JUDGE**

21/4/2022

21/4/2022:

Apollo Kwesiga for the Plaintiff.

Defendants not represented.

Court:

Matter is for judgment.

Judgment delivered in the presence of all the parties above.

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Henry I. Kawesa  
**JUDGE**

21/4/2022