THE REPUBLIC OF UGANDA

IN THE SUPREME COURT OF UGANDA AT KAMPALA

[CORAM: TUMWESIGYE; KISAAKYE; OPIO-AWERI; MWONDHA & TIBATEMWA-EKIRIKUBINZA, JJ.S.C.]

CIVIL APPEAL NO 03 OF 2016

BETWEEN

ALI SINGER ::] APPELLANT

AND

MARGARET NANKABIRWA ::] RESPONDENT

[Appeal from the Judgment of the Court of Appeal (Nshimye, Mwangusya & Buteera, JJA) dated 15th December 2015 in Civil Appeal No. 088 of 2010]

JUDGMENT OF DR. KISAAKYE, JSC

The appellant filed this appeal against the decision of the Court of Appeal which dismissed his appeal.

The background to this appeal is as follows. In 2005, Ali Singer, (hereinafter referred to as the appellant) filed High Court Civil Suit No. 787 of 2005 against Margaret Nankabirwa (hereinafter referred to as the respondent) seeking:

(i) 11,000,000/= Uganda Shillings, being his unpaid wages for work he did when the respondent was constructing her two houses in Kisenyi and Nsambya, respectively.

(ii) Interest at a rate of 23% per annum from December 1999 till payment in full;

(iii) Costs of the suit

(iv) Any other relief Court deems fit.

The appellant claimed in his suit that in 1993 or thereabout, the respondent contracted him to carry out some works at her two construction sites. He claimed that this work entailed securing porters and supervising them in the course of the construction; buying, securing and delivering building materials; and paying the construction workers upon receipt of their wages from the respondent.

The appellant further claimed that in consideration of his services, the respondent agreed to pay him 11, 000,000/= million shillings upon completion of the construction of her two houses. According to the appellant, the construction at both sites was completed in 1999.

In her defence, the respondent admitted that she hired the appellant to supervise the construction of her two houses, to purchase building materials and to secure her workers. However, she refuted the appellant's claim of 11, 000,000/= million shillings and contended that she paid him a daily wage, alongside her other workers for each day's work.

The High Court dismissed the appellant's suit. Dissatisfied with the Judgment of the High Court, the appellant filed Civil Appeal No. 088 of 2010 in the Court of Appeal. His appeal was also dismissed and each party was ordered to pay their respective costs.

The appellant then lodged a second appeal to this Court on the following grounds:

1. ***That the learned Justices committed an error when they considered the inconsistent evidence of DW2 who stated that ' appellant would declare out loudly that the balance was his for supervising the construction works' hence coming to a wrong conclusion.***

2. ***The learned Justices in their finding erred in fact when they concluded that the appellant brought no evidence to prove that indeed the money received only belonged to workers and excluded PW1.***

3. ***That on arriving at the decision, the learned Justices failed to disprove PW2's evidence as being material to the instant appeal hence reaching an erroneous decision.***

4. ***That the learned Justices reached an erroneous conclusion when they considered the wrong evidence of the respondent that DW1 used to pay the appellant per day 7,000/= which was increased to 10,000/= by the time the appellant left yet my evidence was substantive and clear on the record disproving this lie.***

5. ***That the learned Justices not only ignored the third ground but also neglected the fact that the respondent had failed to produce her husband in court.***

The appellant prayed to this Court to grant him the prayers he had sought in the High Court.

The appellant represented himself during the hearing of the appeal and argued his grounds of appeal separately. Kibedi Muzamilu represented the respondent and argued all the grounds together. Both parties filed written submissions.

Consideration of the grounds of Appeal

In considering this appeal, I will dispose of ground 3 first, followed by grounds 1, 2, 4 and 5 of appeal.

Ground 3 of Appeal

This ground was framed as follows:

> ***"That on arriving at the decision, the learned Justices failed to disprove PW2's evidence as being material to the instant appeal hence reaching an erroneous decision."***

The appellant faulted the learned Justices of Appeal for failing to properly evaluate his evidence and the evidence of PW2-Sunday Daniel to the effect that the parties had orally agreed that the respondent would pay 11,000,000/= million shillings to the appellant after the completion of her two houses.

The appellant contended that the learned Justices of Appeal failed to judiciously re-evaluate the evidence of PW2-Sunday Daniel concerning the negotiation and agreement by the respondent to pay 11,000,000/= million shillings to him. He contended that the Justices of Appeal

ignored his evidence which appears at pages 26 - 32 of the Record of Appeal.

The appellant also faulted the Court of Appeal for holding that the evidence of PW2-Sunday needed corroboration with regard to the terms of agreement agreed upon by the parties. He submitted that his evidence and that of PW2-Sunday corroborated each other as to the terms of payment and the period when the payment would be effected, which was after completion of the two buildings.

Relying on ***Sutton & Shannon on Contracts 7th Edition*** at page 54, the appellant submitted that it was up to the contracting parties to formulate the terms of the contract and not for the Court to do it for them. The appellant argued that all the law and the Court was concerned with was to ensure that the parties made the contract with reasonable certainty.

The appellant further faulted the learned Justices of Appeal for considering the evidence of Joseph Matovu, who was the second defendant's witness. He contended that Matovu was not present in 1993 when the parties entered into the contract and therefore his evidence was immaterial.

Furthermore, relying on section 10(b) of the Contract Act 2010, the appellant submitted that a contract may be oral or written, partly oral and partly written and may be implied from the conduct of the parties. On the basis of this law, he submitted that the oral contract he entered into with the respondent was legally binding on the parties.

Lastly, relying on section 133 of the Evidence Act, the appellant also faulted the learned Justices of Appeal for disregarding the evidence of PW2-Sunday, who was a credible witness to the oral contract he made with the respondent.

Counsel for the respondent on the other hand refuted the appellant's submissions. He contended that there was no basis for faulting the Court of Appeal for upholding the decision of the High Court. Counsel contended that the Court properly discharged its mandate of re-evaluating the evidence before the High Court, as is evident in their judgment.

Counsel submitted that the legal burden to prove the appellant's claim that the respondent ever agreed to pay the appellant 11,000,000/=

million shillings lay on the appellant. He further submitted that the Court having analyzed the evidence of the parties found that the respondent's version that the appellant was being paid on a daily basis along with other workers, was more consistent with the truth than the version of the appellant.

Counsel contended that the Judgment of the High Court was premised on three findings. The first one was that the appellant did not give Court a reasonable explanation as to why the appellant agreed to have his wages paid in 10 years' time when the buildings would have been completed, when all the other employees of the respondent were being paid on a daily basis.

Secondly, the Court found that the appellant failed to give an explanation why his demand letter dated 13th March 2003 did not mention the alleged indebtedness of the respondent to him of 11,000,000/= million shillings.

Thirdly, the Court found the evidence of DW2-Matovu that after paying the workers (who included DW2 himself), the appellant would every now and then say out loudly that the money he remained with was his payment, credible.

In conclusion, counsel for the respondent submitted that after re-evaluating the same evidence, the Court of Appeal had no basis for reversing the decision of the High Court. He prayed that this appeal be dismissed with costs to the respondent.

In rejoinder, the appellant contended and drew Court's attention to page 37 of the Record of Appeal where the respondent allegedly admitted that she had ever agreed to pay the plaintiff 11,000,000/= million shillings. The appellant prayed that this Court uses the above answer as proof that there was an agreement for the payment of 11,000,000/= million shillings after the completion of two sites.

Before I proceed to determine the merits of this ground, I note that the appellant relied on section 10(b) of the Contract Act 2010, which is not applicable to the present case. The appellant's alleged cause of action arose in 1999 and he filed his suit in 2005. This appeal is governed by the provisions of the repealed Contract Act, Cap 73 which was the law in existence at the time the suit was filed.

I will now proceed to consider the merits of this ground. It is not in contention that the parties entered into an oral agreement under which the respondent engaged the appellant to carry out some work for her on two construction sites. What is in dispute is whether the respondent ever agreed to pay the appellant 11,000,000/= million shillings for his services and whether the respondent owes him this money.

To prove that the respondent owed him 11,000,000/= million shillings, the appellant relied on his oral evidence and the evidence of PW2 Sunday. The learned Justices of Appeal in holding that the appellant had failed to prove that the respondent owed him this amount held as follows:

> ***"It was the appellant's submission that he negotiated and agreed with the respondent that he would be paid eleven million (Ug. Shillings 11,000,000/=) which was to be paid after the completion of the work. That the Engineer had estimated that it would take ten years...PW2's evidence related to the existence of an agreement between the appellant and the respondent. He stated that he was with the appellant when they were negotiating the payment and agreed on eleven million (11,000,000/=). During cross examination, he confirmed that the pay was meant for ten years after completion of the buildings...If it was true that the condition of payment was upon completion of the buildings, the respondent stated that the appellant left before the buildings were completed due to loss of building materials on site. How then can the appellant claim the money without fulfilling his part of a good supervisor. He should have come to equity with clean hands. The evidence of PW2 needed corroboration with regard to the terms of engagement that are claimed to have been agreed upon by the parties. The appellant should have brought extra evidence however minor like notes, or correspondences out of which Court would deduce the alleged terms of the agreement. We are not satisfied that on the burden of proof, the appellant proved the terms of the oral Agreement."***

With respect, I find that the learned Justices of Appeal erred when they held that PW2-Sunday's evidence required corroboration. Even though the Court found that PW2-Sunday's evidence was not cogent, there is

no requirement under the Evidence Act that the evidence of a supporting witness must be corroborated before the Court can rely on it. There was therefore no legal basis for the Court's holding that such evidence needed to be corroborated.

The above finding notwithstanding, I find that the learned Justices of Appeal properly re-evaluated the evidence of the appellant and the evidence of PW2-Sunday vis-à-vis the evidence of the respondent. Having done so, the learned Justices of Appeal came to the same conclusion as the trial Judge that the appellant had failed to prove his claim of 11,000,000/= million shillings.

Otherwise, I have found no merit in the rest of the appellant's arguments. The Court of Appeal, as a first appellate Court had a duty to re-evaluate the evidence and arrive at its own conclusion. The Court of Appeal can only be faulted in respect of how it carried out its duty.

It is evident from the Judgment of the Court of Appeal that the Court was not only aware of its duty as a first appellate Court but that it also properly exercised its duty in accordance with this court's decision in **Kifamunte Henry v. Uganda, Criminal Appeal No.10 of 1997.**

One of the fundamental principles of the law of evidence is that a party that asserts a particular fact must prove it. This is clearly provided for under section 101 of the Evidence Act which provides as follows:

> ***"(1) Whoever desires any Court to give judgment as to any legal right or liability dependant on the existence of facts which he or she asserts, must prove that those facts exist.***
>
> ***(2) When a person is bound to prove the existence of any fact, it is said that the burden of proof lies on that person."***

Section 102 emphasizes this duty and provides as follows:

> ***"The burden of proof in a suit or proceedings lies on that person who would fail if no evidence at all were given on either side."***

In this case, it was the appellant's responsibility to prove that the respondent owed him 11,000,000/= Shillings. The respondent tendered in two letters in Exhibits D1 and D2 with the consent of both parties. Exhibit D1 was a letter written by counsel for the respondent, while Exhibit D2 was a letter written by the appellant in response to the

letter. In the letter (exhibit D2), the appellant's lawyer listed different demands the appellant had as against the respondent, which did not include a demand of the sum of 11,000,000/= shillings.

It is inconceivable in my view that a party demanding such an ascertained sum of money from another can fail to include the figure in a letter listing his demands. The appellant did not give any plausible explanation for this omission. Furthermore, the appellant categorically stated in that letter that he has never demanded any money from the respondent.

Thus, in the absence of a plausible explanation why the appellant's demand letter on record did not refer to the contested sum of money, the learned Justices of Appeal were right to find that the respondent did not owe the appellant the claimed amount.

In line with our decision in ***Kananura Andrew Kansiime v. Richard H. Kaijuka, Civil Reference No. 15 of 2016***, the appellant is bound by his letter stating that he was not demanding any money from the respondent. In the absence of any other evidence to the contrary, this letter (Exhibit D2), which was not written on a "without prejudice" basis, extinguished the appellant's claim for 11,000,000/= shillings.

Lastly, the appellant in rejoinder prayed to this Court to find that the respondent had acknowledged that she owed him money when she stated at page 37 of the Record of Appeal that *'I have ever agreed to pay plaintiff 11 m'*. A review of the record shows that during cross examination, the respondent is quoted as testifying so. I however find the respondent's argument that the Court reporter missed the letter 'n' on the word 'ever' credible. Indeed, during her examination in chief, she had testified earlier that *'I have never agreed with plaintiff to pay him shs. 11,000,000/= for supervising construction of any buildings.'*

Besides, the whole evidence of the respondent and that of her witness on record shows that she was disputing the appellant's claim. I have therefore found no basis to agree with the appellant's contention that the quoted statement was an admission on the respondent's part.

I also note that the finding by the learned Justices of Appeal that the appellant was not owed 11,000,000/= shillings was also based on the fact that the appellant left before the buildings were completed as had been agreed.

A review of the record confirms that the appellant did not complete the construction at the Nsambya site. This is brought out from the fact that the appellant did not dispute the testimony of the respondent and DW2-Matovu who both testified that the construction in Nsambya was completed in 2001 long after the appellant had left. The fact that the appellant did not complete his work as per the terms of the contract would not extinguish his entitlement to any dues, if any, for the work he had already done. However, he could only legitimately claim a sum that was commensurate with the work he had done and not the alleged whole contractual sum of 11,000,000/= shillings.

I have found no merit in ground 3 of appeal. This ground therefore fails.

Ground 1 of Appeal

This ground was framed as follows:

> ***"The learned Justices committed an error when they considered the inconsistent evidence of DW2 who stated that the 'appellant would declare out loudly that the balance was his for supervising the construction works' hence coming to a wrong conclusion."***

The appellant contended that there were inconsistencies in the testimony of the respondent and DW2-Matovu about the number of workers at the construction sites and the frequency of the respondent's payments to the appellant.

The appellant further submitted that the respondent quoted different figures at different times of the number of workers at the sites, and that these numbers were at variance with the numbers that the respondent's witness, DW2-Matovu quoted.

With regard to frequency of the payments, the appellant submitted that whereas the respondent submitted that she used to pay the appellant on a daily basis, DW2-Matovu submitted that the respondent made payments every Saturday. He contended that these inconsistencies should have raised a red flag to the learned Justices of Appeal with respect to the payments that were allegedly made to him by the respondent.

The respondent did not make any submissions in respect of this issue.

A review of the Judgment of the Court of Appeal indeed shows that the learned Justices of Appeal found some inconsistencies relating to the days the respondent visited the sites. The learned Justices of Appeal found that whereas the respondent stated that she used to visit the site every after three days, DW2-Matovu stated that the respondent used to visit the site at least once a month.

Secondly, the learned Justices of Appeal also found another inconsistency in the reason advanced by the respondent for terminating the appellant's contract. The Court found that the respondent's testimony was that she terminated the appellant's contract because he used to steal building materials from the site, yet when she terminated the appellant, she gave another reason of not having funds to complete the buildings.

Having found that there were inconsistencies in the respondent's evidence, the learned Justices of Appeal dismissed the significance of these inconsistencies and concluded that they did not directly touch the issue at hand, which was whether the respondent agreed to pay 11,000,000/= shillings to the appellant after completing the buildings.

A review of the respondent's and DW2-Matovu's evidence indeed confirms there were inconsistencies in the respondent's evidence with regard to: (a) the number of porters on the sites; (b) the frequency of payments to the workers; (c) the frequency of the respondent's visit to the site; and (d) the reason advanced by the respondent for discontinuing the appellant's services. Be that as it may, I agree with the learned Justices of Appeal that the inconsistencies were irrelevant to the appellant's appeal because the critical issue of whether the respondent owed the amount claimed by the appellant did not depend on this evidence.

Similarly, the evidence of DW2-Matovu that the appellant could declare out loudly that the balance was his, was not relevant in determining whether the respondent agreed to pay the appellant 11,000,000/= shillings and whether she owed the appellant any money at the time she terminated the contract.

It is therefore my finding that although the inconsistencies in the respondent's evidence existed, these did not go to the main issue of whether the respondent owed the appellant 11,000,000/= shillings. I

therefore agree with the holding of the learned Justices of Appeal to the same effect. Ground 1 of appeal also fails.

Ground 2 of Appeal.

This ground was framed as follows:

> ***"The learned Justices in their finding erred in fact when they concluded that the appellant brought no evidence to prove that indeed the money received only belonged to workers and excluded PW1."***

The appellant contended that the learned Justices of Appeal erred when they reached their decision that the respondent did not owe him any money because she used to pay him alongside other workers who were working on her buildings. The appellant contended that he disbursed all the money he received as wages from the respondent to other workers and that he did not receive any payment out of the funds he received.

On the other hand, the respondent supported the findings of the Court of Appeal. She contended that the money she paid to the appellant was to cater for him and all the other workers.

The learned Justices of Appeal found that the appellant brought no evidence to prove that indeed the money he used to receive from the respondent was only for the payment of the other workers' wages and that his own dues were not covered.

Indeed, a perusal of the record of appeal confirms that although it was incumbent on the appellant to show how much money he received from the respondent for payment of wages and how much he actually paid out to the other workers, the appellant did not adduce this evidence before the Court.

The appellant relied on his oral evidence and that of Sunday Daniel, PW2. A perusal of the appellant's testimony shows that he admitted that indeed he used to receive payment from the respondent which he used to pay the porters and masons at a rate of 2000 shillings and 5000 shillings per day respectively.

He also testified that he was expecting to receive his payment of 11,000,000 shillings at the end of the construction. He further testified

that whenever he collected money from the defendant to pay the workers, he would sign in the book in which the respondent would write the sum given to him. This evidence was consistent with that of the respondent that she used to pay him money from time to time.

Similarly, PW2's testimony did not in any way prove how much the appellant received, how much he paid out and whether he remained with any balance thereafter to apply to his dues through out the entire period in question.

For the appellant to discharge his burden of proof with respect to his claim of 11,000,000/- shillings, he needed to have adduced evidence of the total amount of money he received from the respondent over the period he supervised the respondent's sites and how much he paid out to other workers. He did not adduce this evidence.

Against that background therefore, the learned Justices of Appeal cannot be faulted for finding that the appellant failed to prove that his own dues were not covered in the money he received from the respondent.

I would therefore dismiss ground 2 of appeal as well.

Ground 4 of Appeal

This ground was framed thus:

> ***"The learned Justices reached an erroneous conclusion when they considered the wrong evidence of the respondent that DW1 used to pay the appellant per day 7,000/= which was increased to 10,000/= by the time the appellant left, yet my evidence was substantive and clear on the record disproving this lie."***

The appellant contended that the learned Justices of Appeal erred when they considered the "wrong" evidence of the respondent to hold that the appellant was being paid a sum of 7,000/= shillings everyday which was later increased to 10,000/= shillings.

A review of the record shows that DW2-Matovu was not present from the inception of the contract. The learned Justices of Appeal should therefore have restricted their finding to the period from1997 to 1998 when DW2-Matovu was present and should not have considered the

earlier period from 1993 when the contract started up to 1997 when DW2 started working for the respondent. This notwithstanding, I find that this error did not prejudice the appellant's case because he did not adduce the required evidence to support his claim that the respondent owed him 11million Shillings.

Otherwise I have found no merit in the remainder of the appellant's contentions under this ground. It was not for the appellant to decide for the Court whether the respondent's evidence was wrong. That responsibility is vested in the Court of Appeal.

The Court of Appeal had a duty to re-evaluate the evidence on record. Indeed the Court went ahead and re-evaluated the evidence of the appellant vis-à-vis that of the respondent and believed the evidence of the respondent. The learned Justices of Appeal cannot therefore be faulted for re-evaluating the respondent's evidence and accepting it.

I have reviewed the record of appeal and have not found the substantive and clear evidence the appellant claims to have adduced to back his claim that he was owed 11 million shillings and that he was never paid.

I have therefore found no merit in this ground of appeal.

Ground 5 of Appeal

This ground was framed as follows:

> ***"The learned Justices not only ignored the third ground but also neglected the fact that the respondent had failed to produce her husband in Court."***

Under this ground, the appellant raises two issues. The first being the alleged failure by the learned Justices of Appeal to consider ground 3 of his appeal. Ground 3 concerned the respondent's failure to produce her husband in Court as a witness.

A review of the Judgment of the Court of Appeal shows that the learned Justices of Appeal considered his ground and concluded that *'it was not the duty of the respondent to produce her husband to testify against her.'* I have found no merit in the appellant's submission.

The second issue raised was the appellant's contention that the respondent was under a duty to call her husband as a witness to aid her defence and prove that he was around when the appellant was receiving the money from the respondent. The appellant further contended that the husband would have corroborated his evidence that the respondent did not pay him as she had claimed.

Section 133 of the Evidence Act provides as follows:

> ***"Subject to the provisions of any other law in force, no particular number of witnesses shall in any case be required for the proof of any fact."***

It is clear from the above provision that once a party determines the witnesses he or she needs to prove or disprove a fact, the opposite party or the Court cannot fault him or her for failing to call any other witness. The learned Justices cannot be faulted for upholding the legal position with respect to the respondent's witnesses.

If the appellant had wanted to call the respondent's husband to be his witness and to give evidence against his wife in support of the appellant's claims, it was incumbent upon him to request him to do so or to request the Court to summon him in accordance with the provisions of Order 16 rule 1 of the Civil Procedure Rules S.I. 71-1 which provides as follows:

> ***"At any time after the suit is instituted the parties may obtain, on application to the court or to such officer as it appoints for this purpose, summonses to persons whose attendance is required either to give evidence or to produce documents."***

The appellant did not exercise either option. I have found no merit in this ground and it also fails.

Costs

The appellant had prayed for costs and so had the respondent, who also prayed that this appeal be dismissed with costs. The appellant's appeal has failed and so does his prayer for costs.

Section 27 (2) of the Civil Procedure Act, Cap 71, Laws of Uganda provides that *'...the costs of any action, cause or other matter or issue shall follow the event unless the Court or Judge shall for good reason otherwise order.'* It would therefore follow that since the appellant's appeal has failed on all the grounds, he should be condemned in costs, unless the Court for sufficient cause orders otherwise.

The appellant represented himself in this Court. Secondly, as I noted earlier, the appellant's counsel at the High Court tendered in a letter that was fatal to the appellant's claim. This brings into question the quality of legal representation the appellant received when he was pursuing his High Court Civil Suit. Thirdly, the Record of Appeal shows that the parties had earlier had an intimate relationship and that they have a child between them.

Bearing in mind the above factors, I find that it would be in the best interest of parties and their child for each party to bear their respective costs in this appeal and in the Courts below. I would therefore make no order for costs.

I would accordingly dismiss this appeal and order each party to bear their respective costs in this Court and in the Courts below.

Dated at Kampala this ...7th..... day of November..... 2019.

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JUSTICE DR. ESTHER KISAAKYE
JUSTICE OF THE SUPREME COURT

THE REPUBLIC OF UGANDA

IN THE SUPREME COURT OF UGANDA

AT KAMPALA

(CORAM: TUMWESIGYE, KISAAKYE, OPIO-AWERI, MWONDHA, TIBATEMWA-EKIRIKUBINZA, JJ.SC)

CIVIL APPEAL NO: 03 OF 2016

BETWEEN

ALI SINGER :: APPELLANT

AND

MARGARET NANKABIRWA ::RESPONDENT

[Appeal from the Judgment of the Court of Appeal at Kampala (Nshimye, Mwangusya and Buteera JJA) dated 15th December, 2015, in Civil Appeal No. 088 of 2010]

JUDGMENT OF TUMWESIGYE, JSC

I have had an opportunity to read in draft the judgment of my learned sister, Hon. Justice Dr. Esther Kisaakye, JSC, and I agree with her that the appeal should be dismissed. I also agree that each party should bear their respective costs for the reasons she has given.

As all the other members of the court also agree, the appeal is dismissed and each party will bear their own costs in this court and in the courts below.

Dated at Kampala this 7th day of November 2019

Jotham Tumwesigye
JUSTICE OF THE SUPREME COURT

THE REPUBLIC OF UGANDA

IN THE SUPREME COURT OF UGANDA AT KAMPALA

[CORAM: TUMWESIGYE; KISAAKYE; OPIO-AWERI; MWONDHA; TIBATEMWA-EKIRIKUBINZA; JJSC.]

CIVIL APPEAL NO. 03 OF 2016

BETWEEN

ALI SINGER :: APPELLANT

AND

MARGARET NANKABIRWA:::::::::::::::::::::::::::: RESPONDENT

[Appeal from the judgment of the Court of Appeal by (Nshimye,Mwangusya and Buteera, JJA) at Kampala in Civil Appeal No.088 of 2010 dated 15th December, 2015.]

JUDGMENT OF PROF. TIBATEMWA-EKIRIKUBINZA, JSC.

I have had the benefit of reading in draft the Judgment of my learned sister, Hon. Justice Dr. E.Kitimbo Kisaakye, JSC and I agree with her analysis and conclusion as well as the Orders she has proposed.

Dated at Kampala this 7th day of November 2019.

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JUSTICE PROF. LILLIAN TIBATEMWA-EKIRIKUBINZA
JUSTICE OF THE SUPREME COURT

THE REPUBLIC OF UGANDA

IN THE SUPREME COURT OF UGANDA AT KAMPALA

Coram: Tumwesigye, Kisaakye, Opio- Aweri, Mwondha, Tibatemwa Ekirikubinza JJSC

CIVIL APPEAL NO. 03 OF 2016

BETWEEN

ALI SINGER.....APPELLANT

AND

MARGARET NANKABIRWA.....RESPONDENT

(Appeal from the judgment of the Court of Appeal of Uganda at Kampala by Nshimye, Mwangusya and Buteera JJA Civil Appeal No. 088 of 2010, dated 15th day of December 2015)

JUDGMENT OF MWONDHA JSC

I have had the benefit of reading in draft, the judgment of my learned sister Hon. Justice Dr. E. Kitimbo Kisaakye, JSC. I agree with her decision and orders as proposed.

Dated at Kampala this 7th day of November 2019.

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MWONDHA

JUSTICE OF THE SUPREME COURT

THE REPUBLIC OF UGANDA

IN THE SUPREME COURT OF UGANDA AT KAMPALA

(Coram: Tumwesigye; Kisaakye; Opio-Aweri; Faith Mwondha; Tibatemwa-Ekirikubinza; JJ.SC).

CIVIL APPEAL NO. 03 OF 2016

BETWEEN

ALI SINGER :::::::::::::::::::::::::::::::::::: APPELLANTS

AND

MARGARET NANKABIRWA:::::::::::::::::::::::::::::::::::: RESPONDENT

(Appeal from the Judgment and Order of Justices of the Court of Appeal of Uganda at Kampala, (Nshimye; Mwangusya & Buteera JJA) dated 15th December 2015 in Civil Appeal No. 88 of 2010)

JUDGMENT OF OPIO-AWERI, JSC

I have had the benefit of reading in draft the judgment of my learned sister, Hon. Justice Dr. Esther Kisaakye, JSC. I agree with her reasoning and decision that this appeal should be dismissed.

Dated at Kampala this 7th day of November 2019.

JUSTICE OPIO-AWERI,
JUSTICE OF THE SUPREME COURT.