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THE REPUBLIC OF UGANDA

IN THE COURT OF APPEAL OF UGANDA AT KAMPALA

CIVIL APPEAL NO. 81 OF 2012

(Arising from High Court Civil Suit No. 23 OF 2009)

THE REGISTERED TRUSTEES OF

10 **FORT PORTAL CATHOLIC DIOCESE:..... APPELLANT**

VERSUS

KAVUMA ISAAC (Administrator of the

estate of the late Mrs. Halima Wakaabu):..... RESPONDENT

CORAM: HON. MR. JUSTICE F.M.S EGONDA NTENDE, JA

15 **HON. MR. JUSTICE BARISHAKI CHEBORION, JA**

HON. LADY. JUSTICE PERCY NIGHT TUHAISE, JA

JUDGMENT OF CHEBORION BARISHAKI, JA

INTRODUCTION

20 This appeal was initially filed in this Court as Civil Appeal No. 81 of 2012 in the names of The Registered Trustees of Fort Portal V Mrs. Halima Wakabu. Following the demise of the respondent, she was substituted with Kavuma Isaac, the Administrator of her Estate.

5 **BACKGROUND**

The appeal arises from the judgment of Alfonse Chigamoy Owiny-Dollo, J (as he then was) delivered on the 30th day of April, 2012 in which he gave judgment in favor of the respondent and made the following declarations and orders:

- 10 1. A declaration that the plaintiff (now respondent) is the lawful equitable owner of the suit property
2. An order directing the Registrar of Titles to cancel the certificate of title for the suit land, comprised in Freehold Register Volume 659 Folio 7 (LWFP 6347 otherwise known as Plot No.2 Lugard close at Kagote), registered in the name of the Defendant (now appellant).
- 15 3. An order of permanent injunction hereby issues, restraining the defendant (now appellant) and its agents from in any way interfering with the plaintiff's (respondent) possession and quiet enjoyment of the suit property.
- 20 4. The plaintiff (respondent) is awarded costs of the suit which shall attract interest at Court rate from the date of judgment.

The plaintiff (the respondent herein) sued the defendant Board of Trustees (Appellant herein) seeking a declaration that she was the lawful owner of land situate at West Division, Fort Portal Municipality, now comprised in freehold certificate Register Volume 659 Folio 7 (LWFP 6347 hereinafter the suit property) and registered in the names of the appellant, cancellation of that title, eviction order, general and exemplary damages for trespass, permanent injunction and

5 costs of the suit. The respondent alleged that the appellant fraudulently acquired the suit property when it had knowledge of her proprietary interest in it.

The appellant denied all the adverse claims the respondent made against it contending that it was lawfully allocated the suit property comprised in Freehold Register Volume 659 Folio, otherwise known as Plot 2 Lugard Close at Kagote by
10 the Kabarole District Land Board when it was available for such allocation, with the respondent having no legal or equitable claim thereto.

Being dissatisfied with the judgment of the lower Court, the appellant appealed to this Court on the following grounds;

1. *That the learned trial Judge erred in law and fact when he held that the
15 plaintiff now respondent was a lawful equitable owner of the suit land.*
2. *That the learned trial Judge erred in law and fact when he found that the defendant/appellant had obtained registration of the suit property through fraud.*
3. *That the learned trial Judge erred in law and fact when he failed to find that
20 the plaintiff/respondent had sold the suit land to a third party at the time the appellant obtained registration thereof.*
4. *That the learned trial Judge erred in law and fact when he failed to find that the plaintiff/ respondent did not accept the offer of the suit property so that it was available to be leased to the appellant/ defendant.*

25 At the hearing of the appeal, Mr. Ladislaus Rwakafuzi appeared for the appellant while the respondent was represented by Mr. Enock Kugonza.

5 Counsel for the appellant prayed that Court adopts his scheduling notes and written submissions in the lower Court. In highlighting his submissions, he argued that the respondent made an application for an offer of land and the same was offered to her in Fort Portal Municipality. On attaining the said land, the respondent sold a portion of it to a one Silvano in 1996 at an agreed fee. The said
10 Silvano made a deposit but did not effect a full payment. In 2004, the respondent acquired a land title excluding the portion she had sold to Silvano because he had already put some developments on that portion. He added that the surveyors found these developments and concluded that the said portion was not available for leasing out as there was already an interest on it.

15 Counsel further submitted that Silvano sold his interest to the appellant but the respondent claimed that the land still belonged to her since Silvano had not paid the full purchase price. In Civil Suit No.11 of 2006, Chief Magistrates Court at Fort Portal, the trial Magistrate found that the respondent was only entitled to damages for Silvano's delay in payment of the full purchase price. That
20 notwithstanding, the Dioceses went ahead and processed a title.

Counsel added that the trial Judge found that since the respondent had been allocated this portion, it had been surveyed and she still had an equitable interest in that land. That the said land was therefore not available for the diocese to own and it was wrongly included in the duplicate certificate of title for
25 the diocese. Counsel further submitted that the said allocation plan against which the respondent herein claims interest is not a title itself. He submitted

5 that when a person is allocated land and a sketch plan is drawn, the said sketch becomes an estimate and an offer is only available as far as the land is available. Counsel submitted that it was wrong for the learned trial Judge to find that there was an equitable interest which persisted yet the respondent had already sold her interest to one Asaba Silvano who also sold the same to the appellant herein. 10 He further submitted that these events occurred before 1998 when the Public Lands Act was still in operation and under Rule 7 (1) (c) of that Act, every offer made by the controlling authority was conditioned upon acceptance of the offer by the applicant within a specified period or within one month. Counsel added that in the instant case, when an offer was given to the respondent, she did not 15 accept it. Counsel added that for that reason the respondent was not in possession of the said land and she therefore could not have had any interest because an offer alone does not confer interest in itself. Counsel relied on ***Adeodata Kekitiinwa V Edmund Wakida (2004) KALR***, where a lease had been granted to the plaintiff by KCC. The land was never developed, the lease 20 expired and Court found that it had been given to the defendant.

In reply, Mr. Kugonza, counsel for the respondent submitted that the respondent refunded the shillings 8 Million to Asaba Silvano which he had paid as part payment for the piece of land that the respondent had sold to him. Counsel further submitted that the respondent had been allocated the suit land which 25 was used for school buildings to wit Green Circle School, Fort Portal and she went ahead to survey the land, only to find that a small part of the said land had

5 been recently encroached on by one Asaba Silvano with whom she had sued in the Chief Magistrates Court of Fort Portal vide Civil Suit No.11 of 2006.

Counsel further testified that Asaba Silvano purported to sell the disputed plot to the appellant and in April 2008, the appellant had acquired a freehold title over the suit land. Counsel added that the disputed land as well as the entire
10 land was allocated to the respondent way back in 1995 and the respondent had up to date been in possession. Counsel further submitted that following the dispute with Asaba Silvano, the respondent had taken back her land and was utilizing the suit land as a netball pitch for girls of Green Circle School, which belongs to the respondent.

15 In rejoinder, counsel for the appellant submitted that the learned trial Judge found that the respondent had paid premium for the land in 2004 and because of that she had an interest in the suit land which she passed to Asaba Silvano which interest the appellant purchased.

I shall resolve grounds 1, 3 and 4 together as they are interrelated followed by
20 ground 2 to be resolved independently.

I have studied the record of Appeal, the judgment of the lower Court and the conferencing notes of the parties. I have also considered the submissions of counsel for both parties and the authorities that were availed to Court.

The duty of this Court as the first appellate Court is to re-appraise the evidence
25 adduced at trial and make its own inferences on all issues of law and fact. See Rule 30(1) of the Judicature (Court of Appeal Rules) Directions, SI 13-10.

5 The above position has been reiterated in a number of cases but for purposes of
this Appeal, I shall refer to **Father Nasensio Begumisa & 3 Others V. Eric
Tibebaga, Supreme Court Civil Appeal No. 17 of 2002**, where it was held that
*“the duty of the first appellate Court is to subject the evidence adduced at the trial
to a fresh and exhaustive reappraisal, scrutiny and then decide whether or not the
10 learned trial judge came to correct conclusions, and if not then this Court is entitled
to reach its own conclusions”*.

On grounds 1, 3 and 4 of the appeal, the learned trial Judge is faulted for finding
that the respondent was a lawful equitable owner of the suit land, for failure to
find that the respondent had sold the suit land to a third party at the time the
15 appellant obtained registration thereof and further for failure to find that the
respondent did not accept the offer of the suit property so it was available to be
leased to the appellant.

Counsel for the appellant submitted that the learned trial Judge found that the
respondent had paid premium for the land in 2004 and because of that she had
20 an interest in the suit land. According to counsel, the respondent’s interest had
already passed to one Asaba Silvano from whom the appellant purchased the
suit land from.

While replying to the above submission, counsel for the respondent submitted
that the respondent refunded the shillings 8 Million to Asaba Silvano which he
25 had paid as part payment for the piece of land that the respondent had sold him
and that the respondent had been allocated the suit land which was used for
school buildings and when she tried to survey it, she found that a small part had

5 been recently encroached on by one Asaba Silvano with whom she had sued in
the Chief Magistrates Court of Fort Portal vide Civil Suit No.11 of 2006.

In dealing with this issue, the learned trial Judge held as follows;

10 *“It is therefore clear that upon payment of the premium and the ground rent
levied by the controlling authority, the plaintiff duly acquired proprietary
interest in the land she was allocated; and all that remained was the
processing of the registered title for it. However, since for some technical
reason, part of the land had to be excised out after she had already paid
premium and ground rent for, she still had equitable interest in the portion
excised out of the land originally allocated to her, and was entitled to acquire
15 a separate title for the portion excised out.”*

PW1, Halima Nakivumbi Wakabu testified that in 1995, she made an application
to Fort Portal Municipal Council for land which she was allocated and built a
school. That the land measured 134 metres by 78 metres and the allocation was
signed by the Town Clerk. She prepared the site and structural plans which were
20 approved by the Town Clerk and the Town Engineer on 25th May, 1999. The
approved land measured 134.5 metres by 70 metres by 90 metres by 46.8
metres. It was still not surveyed and this was the entire land before it was
divided. After paying premium, the land was surveyed around 1995 and was
found that part of it had been encroached by her neighbour Asaba Silvano. The
25 encroachment measured about 40 metres by 26 metres. She was approached by
Silvano who requested her to allow him retain the land he had encroached on.
PW1 accepted and sold to him that portion and sale was documented. However,

5 Silvano failed to complete the purchase price and PW1 decided to refund his deposit which Silvano refused to take back claiming for 15,000,000 Million which he claimed was the value of the land by then.

The above evidence was corroborated by the evidence of DW1, Peter Alinda, who during cross examination testified that the respondent had paid premium in
10 respect of the land that had been allocated to her and this included the suit land. The premium was paid on 20th September, 1995 and 27th September, 1995 to Fort Portal Municipal Council, the Controlling/ Allocating Authority then.

Indeed, Exh PE1, an application for a town plot by the respondent dated 19th July, 1995 and addressed to the Chief Planner, Department of Physical Planning,
15 Ministry of Lands, Housing and Physical Planning indicated that the applicant (Mrs. Halima Nakivumbi Wakabu) had on several occasions inquired about the availability of the land on which she wanted to construct a Nursery School and the purpose of the letter was to seek planning advice in respect of the land applied.

20 It is clear from the record that on 22nd August, 1995, the respondent was under Min. No. G.P.C 35/015 (0.5) allocated an unsurveyed plot. She was to pay premium of 2,200,000/= and rental tax of 220,000 for a term of 5 years to be extended to 49 years. An allocation letter written to her by the on the same day. A copy of the letter was exhibited as Exh PE3 (a) and PE3 (b). Thereafter, she
25 paid premium and there are receipts on record showing payment of premium dated 20th September, 1995 and 27th September, 1995.

5 I therefore agree with the learned trial Judge that upon payment of the premium and ground rent levied by the controlling authority, the respondent duly acquired proprietary interest in the land.

As to whether the respondent had sold the suit land to a third party at the time the appellant obtained registration of it, counsel for the appellant submitted that
10 on attaining the said land, the respondent sold a portion of it to a one Silvano in 1996 at an agreed fee. The said Silvano made a deposit but did not make a full payment. In 2004, the respondent acquired a land title excluding a portion she had sold to Silvano because he had already put some developments on that portion.

15 The respondent testified that after paying premium, a survey was carried out in 1995 and which found that part of the land had been encroached on by her neighbour Asaba Silvano who requested her to allow him retain the encroached on part which she accepted and sold it to him. This sale was documented. She added that Silvano failed to complete the purchase price and she decided to
20 refund his deposit which Silvano refused to take back and instead claimed for 15,000,000 Million saying the value of the land had risen. The said sale agreement to Silvano stated that;

*"I Nakivumbi Wakaabu, have received one million Uganda Shillings (1,000,000/=) as part payment for a piece of land located at plot No.1
25 Rwenzori Road in Asaba Selevano's compound. The plot size is 40.03M X 26.28MX 46M and it has three sides. This plot has been sold at Two Million (2,000,000/=) and there is a balance of shs 1,000,000/= remaining which*

5 *shall be payable in one month's time from today (4/1/1997) upon which I shall prepare the final agreement."*

The learned trial Judge found that when Asaba paid a deposit to the respondent for the suit land (exhibits PE5 (a) and PE5 (b), he acquired only an equitable interest in it while the respondent retained legal interest therein. He could only
10 process a title thereto in his name upon clearance by the respondent who was known to the controlling authority as the allocatee with an equitable interest therein.

The Supreme Court in ***Ismail Jaffer Allibhai & 2Ors V Nandlal Harjivan Karia & Anor Civil Appeal No. 53 of 1995***, Order JSC, citing with approval a
15 text from ***The Law of Real Property by R.E Megarry and H.W.R Wade, 3rd Edition at page 582 stated that:***

*"Upon payment of a deposit, property passes to the purchaser who acquires an equitable proprietary interest in it enforceable against third parties; while on the other hand, the legal title remains with the vendor who becomes a
20 trustee holding the property in trust for the purchaser, until the final payment when the legal title passes to the purchaser."*

I find that Asaba Silvano having failed to complete the purchase price as indicated in the sale agreement and refused to accept to be refunded the deposit he had made, the respondent remained with the legal title. Therefore, the Asaba
25 Silvano had nothing to sell to the appellant.

5 Counsel for the appellant submitted that although the respondent was allocated a town plot by Fort Portal Municipal Council in 1995, she did not accept the offer which was a requirement under the Public Lands Act.

DW1, Alinda Peter testified that from his record, the suit land was not allocated to Asaba silvano hence he sold to the appellant land which was not his. He
10 however added that when the suit plot was allocated to the appellant, it was available for allocation.

I have looked at the different correspondences and note that by a letter dated 19th July, 1995, addressed to the Chief Planner, Mid-Western, Department of Physical Planning, the respondent applied for a town plot on which to construct
15 a nursery school. On 22nd August, 1995, she was allocated an unsurveyed plot on Kaija Road between Campsite and Asaba's area. On 24th August, 1995, she was offered a Lease. According to CW1, Alfred Itorot Ochen, Senior Staff Surveyor Kabarole at the time of allocation testified that the land allocated to the respondent was surveyed in February 1996, plotted in Lands Office Fort Portal
20 and forwarded to the Commissioner Surveys & Mapping.

Exhibit "C" and Exhibit "D" attached to the plaint are receipts from Fort Portal Municipal Council reflecting the ground rent and premium paid by the respondent regarding the land allocated to her.

CW1, Alfred Itorot Ochen, a Land Surveyor testified that he wrote a letter to the
25 Commissioner Surveys on 14th August, 2002 to adjust an earlier survey. The earlier survey had been done in February 1996 for the plaintiff and had been plotted in Lands Office Fort Portal and later sent to Surveys and Mapping

5 Entebbe. He added that in 2002, Asaba lodged a complaint that the survey report sent to Entebbe included land in which he had an interest. Since there was a dispute and yet the respondent wanted a title for her land, he advised the respondent to leave out the portion of land in dispute and get the title for the an undisputed portion until the portion in dispute was sorted out. The respondent
10 agreed and CW1 wrote a letter on 14th August 2002 to the Commissioner Surveys and Mapping withdrawing the earlier survey report. Further that the land left out was therefore subject of dispute which had to be settled between Asaba, Halima and the Council (Controlling Authority).

From the evidence of CW1, Alfred Itorot Ochen, it means that the respondent
15 was prevented from acquiring the land title due to the existing conflict between Asaba Silvano and herself.

I do not agree with counsel for the appellant's submission that when an offer was given to the respondent, she did not accept it. In counsel's view, to accept an offer meant to do a survey of the land and acquire a title and sign a lease
20 agreement but from 1995 when the respondent was given the offer, she did not acquire a land title until 2004.

According to the evidence on record, the respondent was granted a lease offer in 1995 which she accepted. The land was surveyed in February 1996. She could not acquire a land title for the part of the land that was in dispute for the reasons
25 advanced above.

Therefore, grounds 1, 3 and 4 of the appeal fail.

5 On ground 2, the learned trial Judge is faulted for finding that the appellant had obtained registration of the suit property through fraud.

Counsel for the appellant submitted that the appellant bought the land free of any encumbrance and therefore the land was available for the municipal to give it to the appellant. That the appellant only acquired the suit land after the
10 magistrate had resolved the conflict between the respondent and one Asaba Silvano. According to counsel, the respondent had not proved fraud in order to defeat the appellant's title.

The learned trial Judge listed the following 4 salient instances of notice the appellant had of the respondent's interest in the suit property which he
15 considered in determining whether there was fraud on the part of the appellant in its acquisition of the suit property;

*“First, the knowledge Fr. George Ahairwe (DW2) who, by his own revelation, was personally involved in the acquisition of the suit land for the defendant, admitted that he had knowledge of the plaintiff and Asaba being in Court
20 over the suit land. This was a serious caveat which should have stopped him in his track at the very outset from dealing in the suit property; as it should have been obvious to him that it would certainly be contested.*

*Second, was Fr. George Ahairwe's knowledge that the Sisters' purchase of the suit property from Asaba had been frustrated, and the sisters were
25 actively involved in the payment into Court by Asaba in the suit between Asaba and the plaintiff.*

5 *Third, is the Sister's involvement with the RDC to notify the plaintiff that they had the title to the suit property and their subsequent involvement with the police in seeking to fence off the suit land; which irresistibly point to the Sisters as being either agents of the defendant at the time of acquiring the title to the suit property or as the ultimate beneficial owners.*

10 *Fourth, is the sisters' knowledge, as neighbours of the plaintiff, of her having physical possession of the suit property and her being in Court with a third party over it; which should have restrained their hands in any adverse dealing with it."*

The Supreme Court in the case of ***Fredrick Zaabwe V Orient Bank & Others***
15 ***SCCA No. 04 of 2006***, relying on Black's Law Dictionary 6th Ed. at page 660, defined fraud to mean the intentional perversion of the truth by a person for the purpose of inducing 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 a matter or fact whether by words or by conduct, by false or misleading
20 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 legal injury.

Further in ***Kampala Bottlers Ltd V Damanico (U) Ltd, SCCA No.22 of 1992***,
Court held that fraud must be strictly proved, the burden being heavier than one
on balance of probabilities generally applied in civil matters. It was held further
25 that the party must prove that the fraud was attributed to the transferee. It must be attributable either directly or by necessary implication, that is; the transferee

5 must be guilty of some fraudulent act or must have known of such act by somebody else and taken advantage of such act.

Section 176 (c) of the **RTA** accords protection to a registered proprietor on registered land from ejectment except on grounds of the fraud attributable to the registered proprietor.

10 PW1, Halima Nakivumbi Wakabu, testified that when the suit land reverted back to her after Asaba Silvano had failed to honor the sale agreement, the school started using it as a girl's play ground in 2006. She fenced it off and silvano reported her to the District Land Tribunal where the Magistrate found that he had not paid the balance and he was ordered to pay a penalty. PW1 appealed to
15 the High Court and he was ordered to pay damages. She added that she applied for a stay of execution in Court which was granted and the money that Asaba Silvano paid to Court was refunded to him by Court in the presence of Sister Goretta Kabakali.

PW1 further testified that she later got a call from the Resident District
20 Commissioner Kabarole in August 2009, she went to his office and he showed her the land title of the appellant and she was told that the land belonged to the appellant. Two days later, armed men and other individuals including sister Goretta Kabakali came to fence off the playground. They were prevented from doing so by the respondent. Later people armed with bows and arrows came,
25 fenced off the land with barbed wire and started digging and planting bananas there. She added that when she was notified about the appellant's title in the

5 RDC's office, she was shocked because the matter involving the suit land was still on appeal before Court and Sister Goretti Kabakali was a witness when Court refunded money to Asaba.

DW2, Fr. George Ahairwe testified that they were aware that Asaba was in Court with the respondent over the land but they were informed by the Land Board that none of the two owned the land. He added that they were not aware that the respondent claimed the land and she was not utilizing the land when they processed the title to it.

During cross-examination, DW2 testified that the secretary to the Land Board showed them receipts where the respondent had paid premium for plot 6 Kaija Road and nobody told them that the respondent had paid premium for the land that included the suit land. He added that before 2008, he had gone to the suit property and he knew it as property belonging to Asaba Silvano and they were aware that Asaba was in Court with the respondent.

From the evidence above, I have no doubt that by the time the appellant got registered on the freehold title for the suit land on 28th August, 2008, they were aware of the respondent's interest in the suit land but still went ahead to purchase the same.

In ***John Katarikawe V William Katwiremu & Anor (1977) HCB 187***, Court held that if a purchaser, despite knowledge of the occupation of the land under a contract of sale, proceeds with a transfer of the title in his name in order to defraud the occupier, this would be evidence of fraud. Similarly, in ***UP & TC V***

5 **Abraham Katumba [1997] IV KALR 103**, it was held that as the law now stands, a person who purchases an estate which he knows to be in occupation and use of another other than the vendor without carrying out the due inquiries from the persons in occupation and use commits fraud. Further citing **Taylor V Stibbert [1803 - 13] ALL ER 432**, the court held that the failure to make
10 reasonable inquiries of the persons in possession and use of land or the purchaser's ignorance or negligence to do so formed particulars of fraud.

I agree with the learned trial Judge that the appellant through DW2, Fr. George Ahairwe and the Sisters had full knowledge that the respondent was in physical possession of the suit property at the material time.

15 The learned trial Judge disregarded the testimony of DW2, Fr. George Ahairwe that the appellant acquired the suit property upon the assurance by the Land Board that the respondent had not paid premium for the suit property and further, his denial of the respondent's being in possession when the appellant processed the contested title. He further concluded that the respondent had
20 proved to the satisfaction of Court that the appellant acquired the suit property with full knowledge of her vested interest in it and this amounted to a fraudulent acquisition. I agree with the learned trial Judge's findings and have no reason to depart from the same.


Ground 2 of the appeal fails.

25 In the result, the appeal fails and is dismissed. I agree with the learned trial Judge's declarations and orders that;

- 5 1. The respondent is the lawful equitable owner of the suit property.
2. The Registrar of Titles is directed to cancel the certificate of title for the suit land comprised in Freehold Register Volume 659 Folio 7 (LWFP 6347 otherwise known as Plot No.2 Lugard Close at Kagote), registered in the name of the appellant.
- 10 3. An order of permanent injunction hereby issues, restraining the appellant and its agents from interfering with the respondent's possession and quiet enjoyment of the suit property.
4. The respondent is awarded costs of the suit which shall attract interest at Court rate from the date of judgment.

15 **I so order**

Dated this 24th day of Jan 2020



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HON. MR. JUSTICE CHEBORION BARISHAKI

20

JUSTICE OF APPEAL

THE REPUBLIC OF UGANDA
IN THE COURT OF APPEAL OF UGANDA AT KAMPALA
CIVIL APPEAL NO. 81 OF 2012

(Arising from High Court Civil Suit No. 23 of 2009)

**The Registered Trustees of Fort
Portal Catholic Diocese Appellant**

Versus

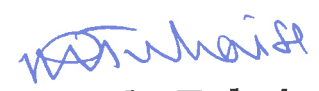
**Kavuma Isaac (Administrator of the
estate of the late Mrs. Halima Wakabu..... Respondent**

Coram: Egonda-Ntende, Barishaki Cheborion & Tuhaise, JJA.

Judgment of Percy Night Tuhaise, JA

I have had the benefit of reading in draft the judgment of my brother Cheborion Barishaki, JA. I agree with his analysis of evidence, decisions and conclusion that this appeal has no merit and should consequently be dismissed with costs.

Dated at Kampala this 24th day of Jan..... 2020.


**Percy Night Tuhaise
Justice of Appeal**

THE REPUBLIC OF UGANDA
IN THE COURT OF APPEAL OF UGANDA AT KAMPALA

[*Coram: Egonda-Ntende, Barishaki Cheborion, Tuhaise, JJA*]

Civil Appeal No. 81 of 2012

(Arising from High Court Civil Suit No. 23 of 2012)

BETWEEN

The Registered Trustees of Fort
Portal Catholic Diocese } =====Appellant

AND

Kavuma Isaac (Administrator of
the Estate of the Late Mrs Harima Wakaabu) ===== Respondent

*(On appeal from the Judgment of the High Court (Alfonse C Owiny-Dollo, J.)
delivered on the 30th April 2012 at Fort Portal)*

JUDGMENT OF FREDRICK EGONDA-NTENDE, JA

- [1] I have had the benefit of reading in draft the judgment of my brother, Barishaki Cheborion, JA. I agree that this appeal has no merit.
- [2] As Tuhaise, JA, agrees this appeal is dismissed with costs here and below.

Signed, dated and delivered at Kampala this 24th day of Jan 2020


Fredrick Egonda-Ntende
Justice of Appeal