

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

CIVIL SUIT NO. 93 OF 2009

JOHN SSEMAKULA ::: PLAINTIFF

VERSUS

POPE JOHN PAUL VI SOCIAL CLUB LTD. ::::::::::::::: DEFENDANT

BEFORE: HON. MR. JUSTICE RUBBY AWERI OPIO

JUDGMENT

Background:

The Plaintiff who is the grandson of the Late Erisa Ssemakula Makona Magoba, filed Civil Suit No. 1010 of 2001 claiming that he was the lawful owner of land comprised in **Kibuga Block 16 Plot 42** situate at Rubaga. The Plaintiff claimed that the suit land was registered in the name of his grandfather, the late Erisa Ssemakula Makona Magoba who by the time of his death in 1979 had bequeathed by will the said land to eight (8) of his children including Charles Ssemakula, the father of the Plaintiff. However Charles Ssemakula was killed in the 1980s. The Plaintiff being the son of the deceased, obtained Letters of Administration after becoming of age in 2001. However, during the chaos of 1980s in Kampala (Panda Gari Operations) especially in Rubaga after the attack of Lubiri Barracks of the rebels, the titles in the names of Erisa Ssemakula Makona Magoba got lost while the family took refuge elsewhere. It later

transpired that Pope John Paul VI Social Club bought the said land on 26th May, 1983. The above facts were discovered when the Plaintiff applied for a special certificate of title upon realising that the said certificate of title was irretrievably lost and could not be traced. That was when it was discovered that the title had been purportedly transferred and registered in the Defendant's name on 20th March, 1983.

The Defendant contended inter alia, that it purchased the suit property on 22/4/1983 from Erisa Ssemakula Magoba who duly signed transfer forms in its favour and got registered on 26th May, 1983. That immediately thereafter the Defendant took possession. The Defendant further contended that they were bonafide purchaser for value without notice.

Before the trial of the suit commenced, Counsel for the Defendant raised a preliminary objection that the suit was barred by limitation, it having been bought after more than twelve (12) years. The suit was dismissed upon upholding the said preliminary objection.

Subsequently the Plaintiff having filed Civil Suit No. 420 of 2003 seeking cancellation of the Defendant's transfer and certificate for title of registration of the Plaintiff on title as administrator of estate of his grandfather. Again Counsel for the Defendant raised a preliminary objection to the effect that the suit was resjudicata. The court upheld the objection and dismissed the suit.

The Plaintiff then appealed to the Court of Appeal which held inter alia that the rule of resjudicata was not applicable in the case because the plaint was rejected for being time barred by law but that did not stop the Plaintiff from presenting a fresh plaint which he did. The matter was submitted back to the High Court for a retrial. Hence this trial.

Issues for determination:

- (1) Whether the late Erisa Semakula Makona Magoba transferred the suit land to the Defendant or whether he had died by the time of the alleged transfer.*
- (2) Whether the Defendant fraudulently acquired and transferred the said land or whether it was a bonafide purchaser for value.*
- (3) Whether the matter is time barred.*
- (4) Remedies available to the parties.*

Burden of proof:

Section 101 of the evidence Act Cap 6, provides as follows:-

- (1) Whoever desires any Court to give judgment as to any legal right or liability dependent on the existence of facts which (s)he 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.

In the instant case therefore the burden of proof is on the Plaintiff to prove the above issues.

In order to fulfil the above obligations, the plaintiff adduced the evidence from seven witnesses. The Defendant relied on the evidence of two witnesses.

John Ssemakula Pw₁ testified inter alia that he was 33 years old son of the late Charles Ssemakula and grandson of the late Erisa Semakula Makona Magoba. He testified that his grandfather died on 10/1/1979 according to the deceased death certificate (**exhibit P₁**). He testified that his father Charles Ssemakula died in 1982 without getting Letters of Administration for the estate of Erisa Semakula Makona Magoba. After the death of his father Charles Ssemakula, he obtained Letters of Administration to the estate of his grandfather Erisa Ssemakula Makona Magoba in 2001 (**exhibit P₃**). He further stated that his grandfather had bequeathed land of one acre and one decimal to Charles Ssemakula. He tendered a certified copy of the will as **exhibit P₄**. The said piece of land was at Kayanja Triangle Zone. A copy of its title was marked **exhibit P₅**. He testified that the original copy of the above title got lost in 1994. He testified that when he was made heir to the estate of the late Erisa Ssemakula Makona Magoba was when he started looking for the property of the late Erisa and it was at that point that he discovered that the title was lost. Thereafter he applied for Letters of Administration of the estate which was granted to him. He testified that he saw transfer forms indicating that his late grandfather had sold and transferred the suit land in 1983 and yet the grandfather died in 1979. That he was told by his uncles which included Kyezza, Galiwango, Golomola, Kiyega that his grandfather never sold the suit land. It was his conclusion that the said transfer was fraudulent because it was purportedly done when the late Erisa Ssemakula Makona Magoba had long died. He denied the signature purported to be that of the late Erisa Ssemakula Makona Magoba. He stated that the deceased used to sign as Erisa Ssemakula Makona Magoba and not as Erisa Ssemakula Magoba as indicated in the transfer forms.

Bibiyan Namubiru Pw₂ testified that she was 91 years old and that the late Erisa Ssemakula was her neighbour in Rubaga. She stated that the late Erisa

never sold the suit land. She stated that Advocate Mpungu used to live behind the home of the late Erisa Ssemakula. She concluded that the land in question is still vacant up to now.

Pw₃ Golomola Yakobo a younger brother to Erisa Ssemakula Makona Magoba testified that he was born in 1933. He testified that he knew Erisa's family and that Erisa had a land near the Kabaka's Lake. He testified that he used to live with his brother Erisa when he was still young. Erisa died in 1979 and his elder son, Charles Ssemakula inherited the property but was later murdered in 1982 in Rubaga Cathedral during Obote II insurgency. After the death of Charles Ssemakula, John Ssemakula (Plaintiff) took over the estate. He stated that he never heard of Erisa selling the land in Rubaga to anybody.

Pw₄ Galiwango Nelson 70 years old retired geologists testified that he was born and used to live in Rubaga until 1982 when he shifted to Namataba. That he knew the late Erisa Ssemakula Makona Magoba who was a step brother to his grandfather. The two used to live next to each other. He testified that their home was adjacent to the home of Erisa, and it was the road which separated them. That, Erisa died in 1979. He testified that Erisa could not have sold the land because he died and left all his children and family still living there until 1982 when they fled the area because of insecurity during the Obote II turbulence. When peace returned to the area, they went back and rehabilitated their home. That was when he heard that Erisa had sold the suit land to the Defendant. He testified that after the death of Erisa, it should have been Charles Ssemakula to sell the suit land but he died in 1982 before the purported sale was done in 1983. He admitted that he knew lawyer Mpungu because he had his home near the home of Erisa. He stated that Erisa could not have sold the land in 1983 because he died in 1979. He concluded that the Defendant Club was about 200 metres or so from where they were staying and its members used to

interact with neighbours and therefore knew about the interest of the deceased Erisa Ssemakula on the land.

PW₅ Apollo Mutesasira Ntawaa, a Government Analyst testified that he examined signatures on the documents used for transferring and registering the suit property in the names of the Defendant on the one hand and specimen signatures submitted to him by the Plaintiff on the other hand. He testified that the questioned document was a transfer of land instrument dated 22nd April 1983, from Erisa Ssemakula Makona Magoba to Pope Paul VI Social Club Limited marked (**Exhibit P₅**). There was also another document bearing undisputed writings/names on original notice of withdrawal dated 13th January 1950 marked (**Exhibit P₆**). The writings and names were marked E₁ and E₂. He analysed the above documents and established that the sample writing/names Erisa S. Magoba marked E₁ on the questioned document was not written by the Erisa S. M. Magoba on the unquestioned document exhibit P₆ marked E₂ meaning that Erisa Ssemakula who wrote exhibit P₆ in 1950s did not write or sign the transfer form exhibit P₅. He stated that time and pen can bring differences. However the differences in exhibit P₅ and P₆ were major and therefore time and pen did not affect them so much. He concluded that the person who wrote exhibit P₆ the 1950s document which was not disputed as signature of the late Erisa Ssemakula Makona Magoba was not the one who signed exhibit P₅ the transfer form meaning that exhibit P₅ was forged.

Pw₆ Mukiibi Godfrey 48 years old testified that the Plaintiff was the son of his brother. That his father was Erisa Ssemakula who died in 1979 leaving land and a house at Rubaga. That they were eight children.

(1) Charles Ssemakula (died in 1982)

(2) Ruyombya (died in 1999)

(3) Joyce Babwendi (died in 1990)

(4) Cissy Nabatanzi

(5) Kyazze

(6) Kisambwe (died 1990)

(7) Ssekaleza (died 1986)

(8) Mukiibi Godfrey

He testified that their father left Charles Ssemakula as heir to look after the family land at Rubaga. When Charles Ssemakula died in 1982 John Ssemakula was left as heir. Because of the insurgency in the area people fled but returned in the 1990s. Later he learnt that the Defendant was claiming the family land at Rubaga.

Pw₇ Patrick Galiwango 37 years old testified that in the 1980s they were staying in Rubaga within their neighbourhood he knew Mzee Magoba Erisa, Julian, Kaiso and Mr. Mpungu the lawyer. He knew Advocate Mpungu very well as he was a partner of Lawyer Balikuddembe. Erisa was their neighbour and Mzee in the village and he died in 1979. That Erisa had a home at Rubaga and Charles Ssemakula remained at that home up to about 1982 when he was killed. That during the war of liberation all of them fled and were sheltered in Pope Paul Community Centre before going to other places. **Pw₇** also testified that he was a Local Council Chairman of the area. That the current dispute first came to the attention of the Local Council when one of the sons of Erisa called James Kyazze came complaining that the Defendant's agents had removed their crops from their land. They wrote to the Defendant stopping them from interfering with the land. Damiano Lubega the Defendant's Chairman and Ssenyondo as Secretary went to their office saying that the land was theirs but did not go with any documents showing their ownership. Later, they forwarded the matter and told the parties to go to court of law to resolve their dispute over

the land. He concluded that Erisa never sold that land because his children remained there whereby during registration in 1989 and 2000 James Kyazze was registered as a resident on the land.

Defence Evidence:

Dw₁ Andrew Ben Sengooba 73 years old testified that he was an advocate of the Courts of Judicature since 1963. He has been a member of the Defendant Club which is a registered company under the Companies Act as a Company Limited by guarantee. That the same was incorporated either in 1979 or 1980. He stated that he was the 1st Chairman of the Club where he served for eleven (11) years. He stated that the Defendant bought the disputed land in 1983. The vendor was Makona Magoba and the purchaser was the Defendant as indicated on the transfer form dated 22/4/1983 (**exhibit P₅**). He stated that he signed on behalf of the Defendant as Chairman and Christopher Iga also signed as one of the Directors. Prior to the transaction, he did not know the vendor. At that time, the Defendant was renting somewhere near the disputed land. The Defendant decided to buy land to put up its own premises to avoid costs of renting. The members of the Club passed words of the intention of buying land for the Club. Later a land broker called Junju Kamulari approached the management that someone was selling his land. Junju introduced the vendor who was known as Erisa Ssemakula makona Magoba. Erisa was in Prisons uniform. He met Erisa at the Club premises in the presence of Iga Christopher, Kamuntu the Club manger, Edward Kiwanuka Ssekandi the Assistant Secretary, Mr. Balikuddembe the Club lawyer. Erisa had title to the property and showed them the same. The title was in his names and there was no encumbrance. Erisa took them to view the land which was five minutes' walk from the Club. They liked the site because it was on the main road and was empty save for a dilapidated old house. Erisa told them that the house was his although it was

spoilt. From there they started negotiations. The Defendant directed lawyer Balikuddembe to do a search and reported that there was no encumbrance. They negotiated the prices and agreed at Shs.300,000/= and concluded the transaction by signing the transfer forms. They got the title from the vendor and the Defendant got registered on the title in 1983. They started developing the Plot. They graded the site and bought building materials, stones and sand, etc. They started looking for money for starting construction work. An Architect made a plan for the Club House. However in 2001 someone laid a claim that the land was his. He stated that the land was about 300 metres from the Club and it could be seen from the Club premises. He stated that the documents were drawn by Mpungu & Balikuddembe Advocates. He stated that Mpungu was living about 400 metres from the club premises. He concluded that they took building materials to the site in 1980s and no one challenged their possession of the suit land.

Dw₂ Joseph Bikokwa Mbaziira Balikuddembe 69 years old, a practising advocate for the last 42 years, testified that he knew the Defendant Club as a member of the Club. He was Vice-chairman of the Club between 1982 – 1985 when the Chairman was Ben Sengooba. The Club is a social Club incorporated and limited by guarantee and does not declare dividends. In 1982 the Club decided to acquire land which they got in 1983 through a broker called Junjju Kamulari. Junjju introduced the vendor to the Club in his presence. The vendor was called Erisa Ssemakula Makona Magoba. The vendor was in Uganda Prisons uniform. The man was in late 40s or early 50s. The first contact was at the Club but later they moved to the site which was near the Club. The land had a dilapidated house which was not habitated at that time and the place was bushy. They negotiated the price and the vendor and Club officials agreed on Ug. Shs. 300,000/=. The Club instructed him to ascertain ownership of the land and proceed to ensure that payment were effected and transfers executed in the

names of the Club. He personally carried out the search in the Land Office in Kampala and ascertained that the land in question was registered in the names of Erisa Ssemakula Makona Magoba. After complete assurance that the property was free from encumbrance he made arrangements to pay the vendor and have the transaction completed. He asked the vendor to identify himself and he produced Prisons department Identity Card. His names were Erisa Ssemakula Makona Magoba. After that, he paid the vendor Shs.300,000/= and he signed transfer forms in his presence and he witnessed the vendor's signature. From there he asked the Club officials Mr. Sengooba and Iga (Chairman and Treasurer respectively) to put the Seal of the Club and witness the fixing of the Seal by signing as Club officials. After registering the land they were in possession and no one challenged them until in the 1990s.

He stated that after completing the legal part of transaction, the Club officials were happy and started clearing the land and some buildings materials were bought and put on the land which constituted effective occupation by the Club. There were no objections when all those were taking place. He emphasized that the Club officials and members were highly dignified people which included Members of Parliament, senior civil servants, etc. The 1st Chairman was Member of Parliament and well known lawyer in the country. The 2nd chairman was a well known lawyer Kayondo followed by Engineer John Baptist Walusimbi, now the Katikiro of Buganda. The other chairman was Damiano Lubega (former Member of Parliament and lawyer), followed by Prince Gerald Kayondo, a well known business man in Kampala. The current chairman was Professor Joseph Mukiibi who had been the Director of NARO and worked for United Nations. He testified that the Club did not commit any fraud because they dealt with a person who was and proved to be Erisa Ssemakula Makona Magoba. They searched and confirmed that name with the Land Registry. He stated that the Club officials had nothing to gain from fraud as it was made up

of only honourable people. He stated that Lawyer Mpungu lived near the land in question about 600 yards from the Club house. He concluded that between 1980 – 1986 people were living peacefully in Rubaga, save when the Lubiri Barracks was attacked when Government soldiers followed the rebels and in the process created insecurity but it was short lived. He concluded that they bought the land bona fide without any notice of fraud.

Resolution of Issues:

Issue No. 1: Whether Erisa Ssemakula Makona Magoba transferred the suit land to the Defendant or whether he had died by the time of the alleged transfer.

The Plaintiff testified that his grandfather Erisa ssemakula Makona Magoba died on 10th January 1979. He tendered a certified copy of death certificate (**exhibit P₁**) and copy of the will left by the deceased (**exhibit P₄**). It was the contention of the Plaintiff that since Erisa died in 1979 he could not sign transfer forms in 1983.

The Plaintiff's evidence was corroborated by Bibiyana Namubiru Pw₂, who was Erisa's neighbour; Golomola Yacobo Pw₃ who was a brother of Erisa, Galiwango Nelson Pw₄, grandson of Erisa and Mukiibi Godfrey Pw₆ (Plaintiff's nephew) and Patrick Galiwango Pw₇ Erisa neighbour. All the above witnesses testified that Erisa died in 1979.

It was the contention of the Defendant that it was Erisa Ssemakula Makona Magoba who transferred the land into the Defendant's names. Ben Sengoba Dw₁ testified that Erisa Ssemakula Makona Magoba was introduced to them

as the vendor and he met them in person dressed in Prison uniform and with Prisons Department Identity Card.

The death certificate and copy of the will clearly established that Erisa Ssemakula Makona Magoba died on 1st January 1979. The Plaintiff's witnesses who were either close relatives or close neighbours of the late Erisa emphatically stated that Erisa died in 1979 leaving his son Charles Ssemakula as his heir. Charles Ssemakula unfortunately died in 1982 when he was gunned down during the Obote II insurgency. Therefore Erisa who signed the 1983 transfer forms could not have been Erisa who was the Plaintiff's grandfather who died in 1979.

Issue No. 2: Whether the Defendant fraudulently acquired and transferred the said land or whether the Defendant is a bonafide purchaser for value.

Under Section 64 (1) of the Registration of Titles Act title of a registered proprietor is indefeasible except in case of fraud. It is to be noted that fraud which must be proved to invalidate a registered title must be the fraud of the person whose title is designed to impeach. Hence in **Kampala Bottlers Limited v Damanico (U) Limited Wambuzi CJ** (as he then was) said 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 must be guilty of some fraudulent act or must have known of such act by somebody else and taken advantage of such act.”

In **Zebiya Ndagire v Leo Kasujja [1974] HCB 153** court held that:

“The land transfer from or certificate contained a forgery of the signature of the Plaintiff as vendor and the transfer of the land to the defendant was obtained by fraud, consequently the pre-printed transfer and relevant re-entry in the Registry book were void against the defendant.”

As far as a bonafide purchaser for value is concerned the case in point is **Hannington Njuki v William Nyanzi HCCS 434 of 1996.**

He or she must prove the following, that

(1) S/he holds a certificate of title;

(2) S/he purchased the property in good faith;

(3) S/he purchased for valuable consideration;

(4) S/he was without notice of any fraud;

(5) that s/he was not a party to the fraud.

In **Oliver v Hainton)1892) CHD 264** it was held that gross negligence in proof of lack of good faith.

Lastly, in **Simon Kato Bugoba v Samuel Kigozi & Mayanja Mbabali [2007] 1 HCB 122.**

“Bonafide purchaser is one without notice of fraud and without intent to wrongfully acquire property. A bonafide purchaser acquires good title irrespective of the vendor’s defective title. The Defendant knew or had

cause to know that the 1st Defendant was not the right person to sell the land in view of the Plaintiff's interest in it.”

In the instant case it is not disputed that the Defendant was registered on the title. However, there are some issues how the Defendant got registered on the title. The Plaintiff adduced evidence that the deceased Erisa Ssemakula Makona Magoba died in 1979 and therefore could not sell the land in dispute in 1983. The contention of the Defendant was that they dealt with Erisa Ssemakula Makona Magoba who was introduced to them by one Junjju Kamulari who was an estate agent. However, the Defendant failed to produce a Sale agreement although they produced transfer form. The two documents sale agreement and transfer forms are two distinct documents and perform different functions. Sale comes before transfer can be done. Therefore the procedure of purchase was defective to that extent.

Secondly, the manner in which the vendor was identified was suspicious. While Ssengooba Dw₁ stated that the vendor came in prisons uniform and could not ask him for his Identify Card, Mr. Joseph Balikuddembe Dw₂ testified that the vendor Erisa Ssemakula Makona Magoba came in Prisons uniform with Identity Card which he presented before them. The identity of the vendor was fundamental to the transaction. From the contradictions in the defence evidence it is apparent that the Defendant did not confirm proper identity of the vendor. Another leakage in the transaction was the manner in which the search was carried in a casual manner without a search report. That negligence meant that there was lack of good faith: See **Oliver v Hainton (Supra)**.

Another aspect of the case was that Mr. Mpungu who was residing just a few metres from the suit land did not participate in investigating the owner of the

land. Mr. Mpungu was residing behind the suit land and must have known constructive owner of the land in question and must have known of his death in 1979 however unpopular the late Erisa was. There is a saying that when a King dies you don't drum to summon people. Indeed when a human being dies he becomes a king whatever his station in life. So villagers would flow to attend the funeral.

In the instant case Mpungu as one of the Club members and a close neighbour to Erisa should have known of his death as the real owner of the suit land on behalf of other Club members and should have warned the Defendant not to deal with an impostor. Moreover the transaction was sealed in his firm with Dw₂ Joseph Balikuddembe. The club itself was so closed to the suit land (5 minutes' walking distance) which should have made them find out the real proprietor in detail, they being a family of great citizens of this country. I believe there was a problem with the transaction as confirmed by Apollo Mutesasira Ntawaa Pw₅ who analysed the handwriting and established further that the late Erisa never even signed the transfer form in favour of the Defendant. My fear is further buttressed by the Defendant's conduct of keeping Mpungu totally out of the transaction and yet he was key to the identity of the vendor. That conduct was not an act of good faith.

Issue No. 3: Whether the suit is barred by limitation.

Limitation of causes of action is governed by the Limitation Act Cap Laws of Uganda. The general principle of law is that there is a limitation period during which an action may be brought, thereafter the potential Plaintiff is stopped from bringing an action. Different causes of action have different limitation periods.

The basic reason for the limitation period is that potential Defendant should not have to live with the risk of legal action indefinitely if for one reason or another a potential Plaintiff does not pursue his or her remedy. On the other hand an old cause of action is likely to go stale and difficult to try.

It must be appreciated that limitation is stiff necked. Statutes of limitation are in their nature and indeed purpose strict and inflexible enactments. Their ultimate purpose is interest *“republicae ut sit finisutum”* meaning that litigation shall be automatically shifted after a fixed length of time irrespective of the merits of a particular case. This was the holding in **Hulton v Sutton Steam Laundry (1946) 1 KB 1, 81.**

Limitation action for recovery of land is provided under **Section 5 of the Limitation Act Cap 80** which provides as follows:-

“No action shall be brought by any person to recover any land after the expiration of twelve years from the date on which the right of action accrued to him or her or if it first accrued to some person through whom he or she claims to that person.”

There are however exceptions to the above general rule. It is grounded in **Section 25 of the Limitation Act** which provides that:

Where in the case of an action for which a period of limitation is prescribed by this act, either

(a) the action is based upon the fraud of the defendant or his or her agent or of any person through whom he or she claims or his or her agent.

(b) the right of action is concealed by fraud of any such person as is mentioned in paragraph (a) of this Section or

(c) the action is for relief from the consequences of a mistake, the period of limitation shall not begin to run until the Plaintiff has discovered the fraud or the mistake or could with reasonable diligence have discovered.”

In **George William Joga v Ashy Musoke Bagirawo [1977] HCB 68** the court held that according to **Section 26 (now 25) of the Limitation Act**, the limitation period begins to run after the discovery of fraud and since in the instant case, fraud was discovered in 1969, the instant case was not time barred.

See also: **David Mukisa & another vs Christine Nakalanzi & Another [1993] V KALR 5.**

The Plaintiff in the instant case pleaded and led evidence that he discovered the fraud in 1994 when he was 18 years old and when his uncles and aunties gave him power to run the estate. That was when he started tracing the property of the deceased as a person in charge of the estate. However he could not file any suit to recover the property until he was 21 years old after getting Letters of Administration.

The Defendant in its defence contended that they took possession of the suit property in 1983 and started developing the same by grading the site and pouring .building materials like sand and stones. That, while doing all those, no one challenged them. In their opinion the cause of action arose in 1983.

From the evidence on record I am satisfied that the cause of action arose in 1994 when the Plaintiff discovered the fraud. Therefore time started running in 1994 and therefore, the suit was filed within the limitation period. It is also true that the Plaintiff was under disability. The contention of the Defendant that the beneficiaries sat on their right for so long does not hold any merit because the responsibility over the estate was vested upon the Plaintiff in good faith. The Plaintiff cannot therefore be blamed for the acts of other beneficiaries for their lack of interest in the estate. All in all it is my finding that the suit is not time barred. I therefore answer the above issue in favour of the Plaintiff.

Issue No. 4: Remedies available.

The Plaintiff prayed for judgment against the Defendant for:

- (i) A declaration for cancellation of the Defendant's transfer and certificate of title.*
- (ii) A declaration that the Plaintiff is entitled to be registered on the Certificate of title as the administrator of the estate of Erisa Ssemakula Makona Magoba.*
- (iii) General damages.*
- (iv) Costs of the suit.*

From the conclusions I have arrived at on the a foregoing issues, the Plaintiff is entitled to prayer (i), (ii) and (iv). However there is not sufficient material

-for the award of general damages. Judgment is accordingly awarded in the above terms.

HON. MR. RUBBY AWERI OPIO
JUDGE
19/12/2011

19/12/2011

Mr. Omongole present for Plaintiff.

Mr. Francis Katarwa present for the Defendant.

Lwanga Charles present for Defendant.

Plaintiff in Court.

HON. MR. JUSTICE RUBBY AWERI OPIO
JUDGE
19/12/2011

