

THE REPUBLIC OF UGANDA
IN THE HIGH COURT OF UGANDA AT KAMPALA
LAND DIVISION
CIVIL SUIT NO. 499 OF 2006

**LAMECH
MUWANGA**

**MUKEEZE
PLAINTIFF**

VERSUS

1. JOWERIA KULUSTINA NALUBEGA NASSANGA

2. ESTHER NASSUNA

3. JOSEPH KABUUZA BOSSA

4. REGISTRAR OF TITLES
..... DEFENDANTS

Hon. Lady Justice Monica K. Mugenyi

JUDGMENT

On 6th April 1986 the plaintiff, Lamech Mukeeze Muwanga, purchased a two (2) acre piece of land that was part of a larger parcel of land comprised in Kyadondo Block 196 plot 225 at Komamboga (hereinafter referred to as the suit land) from the first defendant, Joweria Nalubega Nassanga. Although he took possession of the said land, the plaintiff did not obtain legal ownership thereof. Unknown to him, the second defendant (the plaintiff's estranged wife) approached the first defendant and persuaded her to transfer the same piece of land to her. The second defendant subsequently procured the sub-division of the suit land into plots 790 and 791, and later transferred plot 790 to her nephew, the third defendant. The plaintiff seeks the revocation of the second and third defendants' certificates of title on account of fraud. Both defendants deny being party to any fraud. Whereas the second defendant contended that the suit land was transferred to her during the subsistence of their marriage, with the full knowledge and

approval of the plaintiff; it is the third defendant's contention that he duly purchased plot 790 from the registered proprietor thereof, was a bonafide purchaser for value and the plaintiff had no right of claim against him.

The claim against the first defendant was withdrawn on 11th November 2013. This court has not seen any indication on record that the case against the fourth defendant was similarly withdrawn, the plaintiff's submissions to the contrary notwithstanding. It would appear that the fourth defendant simply did not file a defence in this matter. Consequently, the case against that office shall be determined within the precincts of Order 9 rule 10 of the Civil Procedure Rules (CPR). On the other hand, despite her representation throughout these proceedings by Mr. Roscoe Ssozi, learned counsel for the third defendant; the second defendant did not adduce any evidence at trial nor were any submissions made on her behalf. Scheduling in this matter was partially done vide an undated scheduling memorandum endorsed by the plaintiff, and the second and third defendants; and concluded by a scheduling conference before my sister Magezi J. on 16th October 2008. The parties framed only 1 substantive issue, that is: ***whether or not there was fraud on the part of any of the defendants***. As mandated under Order 15 rule 5(1) of the CPR, I would frame an additional issue, to wit: ***what remedies are available to the parties***.

The issue of fraud was pleaded and particulars thereof stated in paragraph 8 of the plaint as follows:

- i. The first defendant agreed to a transfer of the suit land to the second defendant whereas she was neither the purchaser nor the beneficial owner thereof.
- ii. The first defendant agreed to the transfer of the suit land with a view to defeating the plaintiff's unregistered interest therein.
- iii. The second defendant's inconsistent use of the plaintiff's surname with a view to misleading the unsuspecting public, whereas she had no legal basis to its usage.
- iv. The fourth defendant issued certificates of title in respect of plots 790 and 791, the said inconsistencies notwithstanding.

The plaintiff (PW1) testified that on 6th April 1986 he bought 2 acres of land described as Block 196 plot 225 at Komamboga, Kyadondo from the first defendant. He testified that he sent Ushs. 5,500,000/= to his brother for that purpose. It would appear that the consideration that was eventually paid for the land was Ushs. 5,200,000/=. A copy of the sale agreement to

that effect was tendered in evidence as exhibit P1. It was the witness' evidence that the first defendant executed transfer forms in his favour dated 6th April 1986 but he delayed to effect the transfer of the land to himself; when he sought to do so in 2006 he discovered that, unknown to him, the second defendant had secured a title to the land and subdivided it into two plots (plots 790 and 791), and the second and third defendants were the registered proprietors of plots 791 and 790 respectively. It was PW1's evidence that the suit land was not included amongst matrimonial property that was distributed between himself and the second defendant pursuant to divorce proceedings in a US (United States) court. The witness further testified that he was now in possession of the suit land. Under cross examination, he explained that on 6th April 1986 he had bought 6 acres of land, that is, a 2 acre piece of suit land from the first defendant, as well as 4 acres of land described as Block 196 plot 1001 from a one Teopista Nagadya. He further clarified that he did give the second defendant and their children a house situated on the latter piece of land, that is, the 4 acre piece of land comprised in Block 196 plot 1001 in Komamboga. A document to that effect dated 18th September 1993 was admitted on the record as Exhibit D1.

PW2 corroborated PW1's testimony, confirming that on 6th April 1986 she did sell him 6 acres of land, 2 acres of which belonged to her and 4 acres to her grandmother - Teopista Nagadya. She identified her signature on a sale agreement of the same date and clarified that at the execution of the said agreement the plaintiff was represented by a one Mr. Kiragga, his father-in-law, who paid the purchase price, retained the sale agreement and signed transfer form(s) on behalf of the plaintiff. The witness did also testify that some time in 1995 the second defendant, her mother - Mrs. Kiragga, and her brother - a one Kiwuuma misinformed her that the plaintiff wished to parcel out a piece of the land that he had bought from her previously and had sent them to secure her endorsement of another transfer form for that purpose. It was her evidence that she believed the trio had indeed been sent by the plaintiff particularly when she saw Mrs. Kiragga, the plaintiff's mother-in-law, so she obliged, endorsed a transfer form they had come with and handed them the certificate of title in respect of the suit land. Under cross examination PW2 clarified that she had sold the suit land to the plaintiff in the presence of Mrs. Kiragga although the latter did not endorse the sale agreement.

In turn, PW3 attested to having undertaken a search in respect of the suit land in 2006 and discovered that it had been sub-divided into plots 544 and

545. PW2 was the registered proprietor of plot 545 while plot 544 had been further sub-divided into plots 790 and 791, with the third and second defendants as their respective proprietors. Certified copies of the titles to plots 790 and 791 were admitted on the record as Exhibit P3, while an Area Schedule depicting the sub-division of plot 544 into plots 790 and 791 was admitted as Exhibit P4. Under cross examination PW3 clarified that originally plot 225 comprised of 4 acres, 2 acres of which were sold to the plaintiff vide exhibit P1 and constitute the present suit land. He further clarified that the 4 acres that constituted plot 225 had been sub-divided by the first defendant into plots 544 and 545 to reflect the said sale, plot 544 reverting to the plaintiff while she retained the residual plot 545. The witness further clarified that the plaintiff first became aware of the alleged fraud in 2005 after he (PW3) undertook the search and discovered the sub-division of plot 544 into plots 790 and 791, and the registered proprietorship thereof.

Conversely, for the defence the third defendant testified that he was the duly registered proprietor of the land comprised in Block 196 plot 790 having purchased the same from the second defendant in February 2001. His proprietorship of plot 790 is borne out by a certificate of title to that effect that was admitted on the record as Exhibit P3. DW1 further testified that prior to purchasing the said plot he had clarified its ownership with the second defendant, categorically stated that he knew the land physically at the time he bought it and, affirmed that he knew his grandfather (Charles Kiragga) to have had an incomplete house on the said land. He identified a photograph of the said incomplete house at ring beam level and it was admitted on the record as Exhibit D2. The witness further testified that he purchased the land at USD \$ 5,000 vide a sale agreement dated 11th February 2001, but was unable to produce the original agreement in evidence. It was DW1's evidence that he got to know of the plaintiff's claim to the same piece of land when he sought to develop it and the plaintiff continually removed his building materials. He thereupon sought confirmation from the second defendant as to whether she did in fact own the land she had sold him, and got requisite confirmation vide a document from the plaintiff to the second defendant purportedly giving her the land in question, as well as a certificate of title that reflected her proprietary interest in the said land. The document in reference and dated 18th September 1993 was admitted in evidence as Exhibit D1. The witness stated that he was not in possession of the property owing to continuous threats from the plaintiff. Under cross examination DW1 testified that as at

16th September 1996 he believed the plot he later purchased (plot 790) was owned by Charles Kiragga. The witness further testified that the incomplete house structure depicted in Exhibit D2 was situated on that plot. He subsequently contradicted himself and asserted that the incomplete structure was on plot 791 not 790. Further, DW1 did concede that the sale agreement by which he purportedly purchased plot 790 from the second defendant did not specify the plot number of the land he bought and at the time he purchased the land it had not yet been demarcated into plots 790 and 791, but the second defendant had verbally informed him that she was selling him the plot with no house on it. The witness further testified that the second defendant was the registered proprietor of plot 791 although the plaintiff was in possession thereof; before contradicting himself yet again by initially stating that it was plot 791 that was sold to him, but subsequently stating that plot 791 was registered in the names of the second defendant. DW1 further contradicted himself as to whether he saw the letter purportedly giving the second defendant the suit land before or after he had purchased his portion thereof. In re-examination he clarified that the incomplete structure was on the plot that was retained by the second defendant and that he knew that her father was the one constructing the house but did not know who owned it. The witness confirmed that he saw the letter purportedly gifting the suit land to the second defendant after he had had placed construction materials on his portion thereof, and clarified that the second defendant's relatives were in occupation of her portion of the suit land but there was nobody in possession of his portion.

However, the third defendant's purported clarifications in re-examination were inconsistent with the evidence of DW2. The latter witness testified that there was a garden and an incomplete structure on the third defendant's land, which garden was being tilled by the second defendant's relatives. He thus contradicted the third defendant's assertion that the incomplete structure was on the second defendant's land and his own portion was unoccupied. Under cross examination DW2 then contradicted himself when, contrary to his evidence in chief, he testified that there was a toilet and incomplete building at foundation level on the disputed land (plot 544) but there was nobody in occupation of the said land. This piece of evidence is also inconsistent with Exhibit D2 and the third defendant's evidence that the only incomplete building was at ring beam, not foundation, level. DW2 admitted to not knowing whether plots 790 and 791 were demarcated from plot 544; but purported to interpret a 'print'

attached to the title in respect of plot 790 to reinforce his assertion that some of the buildings were on the third defendant's land.

Be that as it may, for present purposes, the crux of the matter is whether or not the second and third defendant's legal interests in the suit land were tapered with fraud. Section 59 of the Registration of Titles Act (RTA) does stipulate that a certificate of title is conclusive evidence of ownership and its indefeasibility cannot be impeached on account of any informality or irregularity in the process leading up to its issuance. However, section 176(c) of the same Act (RTA) does mandate an action to impeach the indefeasibility of a registered proprietor's interest in land on account of the deprivation of another person's interest in the same land by fraud. For ease of reference I reproduce the said legal provision below:

“No action of ejectment or other action for the recovery of any land shall lie or be sustained against the person registered as proprietor under this Act, except in any of the following cases—

(c) the case of a person deprived of any land by fraud as against the person registered as proprietor of that land through fraud or as against a person deriving otherwise than as a transferee bona fide for value from or through a person so registered through fraud.”

Fraud has *inter alia* been defined as ‘**a generic term embracing all multifarious means which human ingenuity can devise, and which are resorted to by one individual to get advantage over another by false suggestions or suppression of the truth and includes all surprise, trick, cunning, dissembling and any unfair way by which another is cheated.**’ See **Zaabwe vs Orient Bank & 5 Others Civil Appeal No. 4 of 2006**. This includes any dishonest dealing in land or sharp practice intended to deprive a person of an interest in land. See **Kampala Land Board & Another vs. Venansio Babweyaka & Others Civil Appeal No. 2 of 2007**.

In the instant case PW2 attested to the second defendant having misled her into executing transfer forms in her favour, as well as giving her the title to the suit premises under the pretext by the said defendant of having been sent by her husband, the plaintiff. It was her evidence that seeing that the second defendant was accompanied by her mother, Mrs. Kiragga, she found no reason to disbelieve her. PW2 attested to the said Mrs. Kiragga having been present when Mr. Kiragga purchased the suit property on behalf of

their son-in-law so it is reasonable to conclude that the presence of Mrs. Kiragga was indeed a source of re-assurance to her. PW2's evidence was cogent and credible. It did substantially support the plaintiff's contention that the second defendant's interest in the suit land had been acquired by misrepresentation on the said defendant's part. The defence sought to counter PW2's evidence with that of DW1, the third defendant, as well as the documentary evidence in Exhibit D1. In that regard, DW1 testified that the suit land had been gifted to the second defendant by the plaintiff vide a document dated 18th September 1993 that was admitted on the record as Exhibit D1. I have carefully scrutinised the document in question. It is written in Luganda and no attempt was made by the defence to avail this court with an English translation thereof as by law required. Be that as it may, it is a short document that is very simply written and did indeed offer the gift of a house to the second defendant and 2 children. It did not specify which piece of land the said house was situated on, simply describing it as the plaintiff and second defendant's house at Komamboga. In the main body of the document reference is further made to a house that Mr. and Mrs. Kiragga (the second defendant's parents) helped the couple build. On his part, the plaintiff did acknowledge having authored Exhibit D2 but attested to the house in reference therein being a house on Block 196 plot 1001 at Komamboga, and not the present suit land.

It was argued by learned counsel for the second and third defendants that the only piece of land on record on which a house exists was that which was depicted in Exhibit D2 therefore, in the absence of evidence to the contrary, it was logical to conclude that it was the property that had been gifted to the second defendant. With respect, I am unable to agree with this position. The issue of which house was given to the second defendant is a question of fact that should be supported by sufficient evidence, and not conjecture or supposition. Section 103 of the Evidence Act places the onus of proof of any particular fact on that party who 'wishes the court to believe in its existence'. The duty prescribed under this legal provision is to be distinguished from the general burden of proof that is placed on a plaintiff or any party that initiates a suit or proceedings and would fail in its quest for judgment if no evidence were adduced by either party. *See section 102 of the same Act.*

In the present case the plaintiff initiated the present action *inter alia* alleging fraud in the second defendant's acquisition of legal interest in the suit premises. It was his evidence that he had never authorised the transfer of his equitable interest in the said premises to the said defendant nor did

she execute or, otherwise, act upon the said transfer with his knowledge or approval. The plaintiff's evidence was materially corroborated by the testimony of PW2 as highlighted above. The plaintiff thus *prima facie* discharged the onus on him to prove the allegation of fraud in this case. Subject to his satisfying the standard of proof for fraud, in the absence of cogent evidence by the defence that sufficiently discredited the plaintiff's case, the plaintiff would be deemed to have discharged his burden of proof. The defence, on the other hand, contested the plaintiff's case and contended that he did give the suit land to the second defendant as a gift. In my considered view, the duty to prove that particular fact of the gift would be on the defence given that it was the party that wished this court to believe in its existence. Therefore, whereas the general burden of proof of the present case rests with the plaintiff under sections 101 and 102 of the Evidence Act, the evidential burden on the issue of the gift does lie with the defence under section 103 of the said Act.

I have carefully considered the evidence adduced by the defence in that regard. Exhibit D1 does not, in my judgment, sufficiently prove that the suit land was gifted to the second defendant. First and foremost, that fact is not explicitly stated in the said document. Secondly, the gift in reference in that document is a house not an incomplete structure as depicted in Exhibit D2. I find it highly improbable that the plaintiff could have made reference of a gift of 'a house' when in fact he meant the old, incomplete structure that this court observed in Exhibit D2. It seems to me to be most plausible that the house in reference in Exhibit D1 was situated on an entirely different piece of land. I would, therefore, reject the defence contention that the plaintiff gave the suit land to the second defendant as a gift. Consequently, considering the well corroborated evidence of the plaintiff and PW2 on this issue, I am satisfied that the second defendant did secure legal interest in the suit property by falsely purporting to have been acting on behalf of the plaintiff, whereas not.

Learned defence counsel referred this court to the definition of fraud in the case of **Kampala District Land Board & Chemical Distributors vs. National Housing & Construction Corporation Civil Appeal No. 2 of 2004** in support of his argument that in order to prove his case the present plaintiff must establish, first, that he was possessed of an equitable interest in the suit land; secondly, that the defendants had knowledge of the existence of that interest, and finally, that they procured registration purposely to defeat that existing interest. The definition in that case is reproduced below for ease of reference:

“If a person procures registration to defeat an existing unregistered interest on the part of another person, of which he is proved to have knowledge, then such a person is guilty of fraud.”

With utmost respect, I am inclined to disagree with this restrictive approach to the definition of fraud. The definition of fraud cannot of necessity be given a narrow interpretation neither can it be exhaustively addressed in any one case. Considering the (dis)ingenuity of mankind to circumvent restrictive, constrained approaches to such a broad term; a restrictive approach to the question of fraud could unwittingly court potential absurdities in the administration of land justice. Indeed more recent case law on the definition of fraud does support this view. As cited earlier in this judgment, in **Zaabwe vs Orient Bank & 5 Others Civil Appeal No. 4 of 2006** the Supreme Court defined the term ‘fraud’ as follows:

‘A generic term embracing all multifarious means which human ingenuity can devise, and which are resorted to by one individual to get advantage over another by false suggestions or suppression of the truth and includes all surprise, trick, cunning, dissembling and any unfair way by which another is cheated.’

Similarly, in **Kampala District Land Board & Another vs. Venansio Babweyaka & Others Civil Appeal No.2 of 2007** the same court restated the definition of fraud to broadly include ***‘dishonest dealing in land or sharp practice intended to deprive a person of interest in land, including unregistered interest.’***

I do most respectfully agree with the foregoing broad definitions. It seems abundantly clear to me that engineering an interest in land by such misrepresentation, trickery and deceit as was on display in the present case most certainly depicts multifarious, dishonest means of dealing in land and, therefore, constitutes fraud. In the result, I find that the second defendant’s acquisition of legal interest in the suit property was tainted with fraud.

I now turn to a consideration of whether or not the third defendant’s legal interest in the suit land was similarly tainted with fraud. The third defendant did contend in his defence that he was a *bonafide* purchaser for value. Such a defence is acknowledged under section 176(c) of the RTA and was addressed in the case of **Assets Co. Ltd vs. Mere Roihi & Others (1905) AC 176 at 210** (House of Lords) as follows:

“It appears to their lordships that the fraud which must be proved in order to invalidate the title of a registered purchaser for value must be brought home to the person whose registered title is impeached or to his agents. Fraud by persons from whom he claims does not affect him unless knowledge of it is brought home to him.”

It is well established law that in cases where the said defence is raised, while the burden of proving the case lies with the plaintiff, the onus of establishing the defence of a *bonafide* purchaser lies with the person that sets up such defence. See **David Sejjaka Nalima vs. Rebecca Musoke Civil Appeal No. 12 of 1985 (CA)**. In the instant case, therefore, there is a duty on the plaintiff to bring fraud home to the third defendant, whether as proven against the second defendant or at all; or bring home to him knowledge of the fraud that has been established against the second defendant. Conversely, there is a duty on the third defendant to prove that he was indeed a *bonafide* purchaser for value.

I have carefully scrutinised the evidence on record. The pertinent evidence in respect of the plaintiff's allegation of fraud was adduced by PW3. His evidence did establish that PW2 was responsible for the sub-division of plot 225 into plots 544 and 545. I cannot fault this sub-division as it resonates with the spirit of the sale agreement of 6th April 1986, as well as the evidence of PW1 that he only purchased 2 acres from PW2's larger piece of land. PW2 was, therefore, right to carve the said 2 acres out of her land as plot 544 and retain plot 545. Be that as it may, PW3 did also attest to unauthorised dealings in respect of the suit land, plot 544, as borne out by Exhibits P3 (certificates of title) and P4 (an Area Schedule). The Area Schedule did establish that the suit land (plot 544) had been sub-divided into plots 790 and 791, while the 2 titles exhibited in Exhibit P3 established that the said plots were owned by the third and second defendants respectively. In that regard, one title revealed the second defendant as having assumed proprietorship of plot 544 from PW1 on 11th September 1995, while the second title established that the third defendant had assumed proprietorship of plot 790 from the second defendant on 24th January 2001. This court observes that the third defendant's interest in the plot 790 was registered prior to his purported purchase of the said land on 11th February 2001. This would suggest that the said defendant derived his interest in the plot 790 from the second defendant prior to purportedly purchasing it. It also negates the third defendant's evidence that prior to purchasing the said plot he had clarified its ownership with the second

defendant, or that at the time he purchased the plot the suit land had not yet been demarcated into plots 790 and 791. Exhibits P3 and P4 quite conclusively prove that by the time the third defendant purchased plot 790 in February 2001 the said plot had been demarcated from plot 544 and the ownership thereof lay quite comfortably with him! He most certainly was a beneficiary of the second defendant's fraud well before he purported to purchase the land in issue. Therefore, the defence of the third defendant having been a *bonafide* purchaser for value cannot be sustained. I so hold.

It seems to me, then, that this court is faced with a case where the plaintiff alleges fraud against a third defendant that inexplicably derived title from a second defendant whose interest was registered with proven fraud. This is clearly borne out by Exhibit P3. Section 176(c) of the RTA provides that an action may lie and be sustained against a person, such as the third defendant herein, who derives legal title from a person registered through fraud. Accordingly, having found that the third defendant derived his title in plot 790 from the second defendant, and given that the second defendant has been adjudged herein to have registered her interest in plot 544 through fraud; it does follow that the reversionary interest acquired by the third defendant was similarly tainted by fraud. I so hold.

Before I take leave of this matter, I wish to briefly address the discrepancies in the plaintiff's evidence that was raised by learned counsel for the defence. The question of how much land PW2 sold to the plaintiff was quite clearly explained by the said witness and corroborated by PW3. PW2 testified that she sold 2 acres of land to the plaintiff, while PW3 testified that the 2 acres sold to the plaintiff were part of a larger 4-acre piece of land described as Block 196 plot 225; hence the subsequent subdivision of plot 225 into plots 544 and 545. PW3 did also attest to the insertion of the date of the sale on Exhibit P2 and explained the circumstances under which this was done. This would explain the said transfer form having borne the subdivided plot 544. Finally, on the question of the alleged disparity in the consideration, the evidence depicts the plaintiff as having sent his brother Ushs. 5,500,000/= for the purchase of the suit land while the actual consideration paid by a one Charles Kiragga was Ushs. 5,200,000/=. I would not read much inconsistency into this as it is quite probable that the people acting on his behalf negotiated a lesser purchase price. This would not negate the validity of the said agreement.

I now revert to a consideration of the remedies available to the plaintiff. Section 176 of RTA provides for the cancellation of a certificate of title

obtained by fraud. This court has found that the second and third defendants' claims to plots 790 and 791 were tainted by fraud. It has also found that the said plots were sub-divided from plot 544, the suit land. I would, therefore, grant the prayer for cancellation of both defendants' titles, as well as the attendant declaration and permanent injunction as prayed by the plaintiff. With regard to the award of general and exemplary damages sought, this court is guided by the following dicta in **Obongo vs. Kisumu Council (1971) EA 91 at 96** as cited with approval in **Zaabwe vs Orient Bank & 5 Others** (supra):

“It is well established that when damages are at large and a court is making a general award, it may take into account factors such as malice or arrogance on the part of the defendant and this injury suffered by the plaintiff, as, for example, by causing him humiliation or distress. Damages enhanced on account of such aggravation are regarded as still being essentially compensatory in nature.”

The court then explained exemplary damages as follows:

“On the other hand, exemplary damages are completely outside the field of compensation and, although the benefit goes to the person who was wronged, their objective is entirely punitive.”

The circumstances under which exemplary damages may be awarded were also clarified as follows:

“First, where there is oppressive, arbitrary or unconstitutional action by the servants of the government and, secondly, where the defendant's conduct was calculated to procure him some benefit, not necessarily financial, at the expense of the plaintiff.”

In the matter before this court, the plaintiff did certainly suffer the inconvenience of travelling back and forth from the USA to attend this trial. I do take this into account as I consider an appropriately compensatory award of general damages. I do also take into account the fact that the second defendant did not attempt to defend her actions at the trial thus sparing the plaintiff further distress. In my view, her conduct does mitigate against an award of exemplary damages against her. Although the same cannot be said of the third defendant, given his youthful age, I would

exercise my judicial discretion against an award of exemplary damages that might unduly cripple him financially.

In the final result, judgment is entered for the plaintiff with the following orders:

1. A declaratory order doth issue that the plaintiff is vested with incontrovertible equitable interests in the property comprised in Block 196 plots 790 and 791 at Kyadondo.
2. An order doth issue for the cancellation of the title deeds in respect of Block 196 plots 790 and 791 Kyadondo (the suit land) that is registered in the names of Kabuuza Joseph Bossa and Esther Nassuna respectively.
3. A permanent injunction doth issue restraining the said Kabuuza Joseph Bossa and Esther Nassuna (the third and second defendants herein); their agents, servants or employees, or anyone acting on their behalf, from entering, utilising, selling or otherwise interfering with the plaintiff's exclusive enjoyment, development or use of the Block 196 plots 790 and 791 at Kyadondo (the suit land).
4. General damages are hereby awarded in the sum of Ushs. 20,000,000/= payable jointly and severally by the defendants at 8% interest from the date hereof until payment in full.
5. Cost of the suit are hereby awarded to the plaintiff.

I so order.

Monica K. Mugenyi
Judge

30th September 2014