

THE REPUBLIC OF UGANDA
IN THE HIGH COURT OF UGANDA AT KABALE
LAND CIVIL SUIT NO. 0053 OF 2015
SEFO TUMWESIGYE -----PLAINTIFFS

5

VS

1. VANGIRISTA BAGANUTENGYERA
2. MUTEGEGYEKI BERNARD.....DEFENDANTS

10 **Before: Hon. Lady Justice Olive Kazaarwe Mukwaya**

JUDGMENT

The Plaintiff, Sefo Tumwesigye sued the defendants; Vangirista Baganutengyera and Mutegyeki Bernard seeking the following orders;

1. A declaration that suit land located in Nyakabugo Cell, Bukinda Sub County Kabale District is property of the estate of the late Petero Mubonehe.
2. An eviction order to issue against the 2nd Defendant.
3. A permanent injunction restraining the Defendants or their agents from re-entering the said suit land.
4. General damages.
- 20 5. Costs of the suit.

Plaintiff's case

Ms. Sefo Tumwesigye, PW1, testified that she and her six (6) siblings were beneficiaries to the estate of their later father, Petero Mubonehe who died intestate in 1994. In 1998, during a family meeting, the Plaintiff was appointed heir and

administrator of the deceased's estate. PW1 learnt that the 1st Defendant, her sister-in-law had colluded with PW1's brother, Telesphoro Tibategyeza, one Enid Kiconco, a girl friend to PW1's deceased brother, to sell the deceased's land to the 2nd Defendant. PW1 testified that the land contained the family burial ground on which brothers,
 5 sisters and their mother were buried. Prior to the sale, Ms. Tumwesigye had issued radio announcements, advising all intended purchasers of the suit land to desist from buying or selling it without the consent of the Plaintiff as administrator to the deceased's estate. Receipts were admitted into evidence and marked Exb.P.3.

It was the Plaintiff's contention that neither the 1st Defendant or her brother,
 10 Telesphoro had rights to sell the land. As family land, comprising the estate of the deceased, it could only be sold upon the consent of all or majority of the family members. The Plaintiff reported the purported sale to the Chairman LC 1, Byampaka Fedelis and to the Police but the matter was not resolved. PW2, Terekiforo Tibategyeza and PW3, Beatrice Ekyenserisiima, were called as witnesses for the
 15 Plaintiff. They each corroborated the Plaintiff's testimony. PW2 regretted his role in selling the land to the 2nd Defendant.

Ms. Tumwesigye seeks nullification of the sale agreements to enable the suit land, which is family land to revert back to the family. At the locus visit on the 19th March 2020, she pointed out the family land, which included her late mother's house, a
 20 plantation, a grave yard and some trees on a hill.

Defendants' Case

DW 1 Vangirista Bagamutengyera testified that she was the widow to the late Emmanuel Bagamutengyera. The plaintiff is her sister in law. DW1 told this court that when she got married to her husband, in 1975, the two were given a marriage gift
 25 by her husband's parents, the late Petero Mubonehe and the late Baburata Magdalene. It was a piece of land, where the two built their matrimonial home and raised their

children. DW1 testified that she enjoyed quiet enjoyment on the land for 30 years. Over the years, the couple purchased some more land from Zaverio Zinkurature, Tigahaga Stanley, Kabuganda and Philip Bagashasha, to add to the marriage gift.

It was DW1's testimony that in 1998, her mother in law distributed her estate amongst
5 her children and DW1 and her husband did not get any part of it since they had already received the marriage gift and it was therefore not subject to that distribution.

In 2010, DW1's husband, Emmanuel Bagamutengyera died. She decided to sell their land and move elsewhere. DW1 offered to sell the land to her in-laws, including the Plaintiff, but they claimed they had no money. She later sold the land to the DW2 in
10 2012. At the locus visit, DW1 pointed out the house and the portion around it which she used to utilize, which comprised the land she sold to DW2. DW1 clarified that the portion she sold, did not comprise the burial grounds of her late husband's family which were situated below the suit land. At the locus visit, DW1 indicated the part she had sold and it was several feet above the burial ground which had three graves.

15 DW2, Bernard Mutegyeki, testified that he purchased the land from DW1 after carrying out due diligence. He was informed that she had occupied the property for 30 years without any disturbance from her late husband's family. Further, he purchased another piece of land from Terekiforo Tibategyeza (PW2), who had inherited the same from his mother, the late Baburata Magdalene. He added that the radio
20 announcements came after he had made the purchases. DW2 was emphatic that the burial grounds did not form part of the land he purchased.

DW3, Birungi Gerald, testified that DW1 was his sister in law and the 2nd Defendant lived in the same Ward as he did. He was familiar with the suit land. DW1 and her husband had occupied part of it with no superior claim. DW3 owned the land next to
25 the suit land having acquired it from his late father, Lazaro Magurukane in 1994. The

Plaintiff was also known to him as the daughter of the late Petero Mubonehe. DW3 testified that he witnessed the sale between the defendants.

DW4, James Muhwezi aged 33 years old, testified that the 1st Defendant was his mother. The Plaintiff was his Aunt and he had lived with her in Kampala for some time. DW4 testified that he was born on the land in dispute and saw both his parents occupy and control it as their personal property. His father passed on in 2010 and his mother sold the land to the 2nd Defendant and they migrated to Kazo District where they currently live.

DW5, Dinavensi Musinguzi and DW6 Ntungwa Silver who are a sister in law and neighbour to the 1st Defendant, both testified that they knew the portion of the suit land as the property of the 1st Defendant who had been in effective occupation of it with her husband, uninterrupted, until she sold it to the 2nd Defendant.

Locus visit was conducted on the 19th March 2020.

Both Counsel filed final submissions in this matter.

Issues

- 1. Whether the suit land comprised the estate of the late Petero Mubonehe?**
- 2. Whether the sale of the suit land to the 2nd Defendant was lawful?**
- 3. What remedies were available to the parties?**

RESOLUTION

1. Whether the suit land comprised the estate of the late Petero Mubonehe?

Mr. Petero Mubonehe died intestate in 1994. On the 6th September 2016, the Plaintiff, his daughter, was granted Letters of Administration to his estate by his Hw Kagoda Samuel Ntende Moses, Chief Magistrate, Kabale.

The suit land

The suit land is customary land and appears to have three descriptions. In the Plaint which was filed on the 24th November 2015, it is described as; *land comprised in Nyakabugo Cell, Bukinda Sub County Kabale District*. However, Counsel to the parties and the documents Exb. P.4 and Exb. P.5, refer to the land as; *Kakatunda Village, Bukinda Sub County Kabale*. In the distribution deed, annexed to the Plaint as ‘B’ and admitted into evidence as Exb. D.1, the land is situated at; *Nyakiharo, Kakatunda, Nyabirerema*. No witness was called to clarify on this. Thankfully, at the locus visit, the geographical location of the suit land was not disputed by the parties. It is situated in Kakatunda village. There are two parts comprising the suit land. The first part being the land sold by the 1st Defendant, Ms. Vangirista Bagamutengyera and the second part which was sold by Mr. Telesphoro Tibategyeza.

First Part of the Suit Land

As to whether, the first part of the suit land formed part of the estate of the late Petero Mubonehe, in the evidence in Chief, the Plaintiff testified that that land was inherited by her late elder brother, Emmanuel Bagamutengyera from their parents; the late Petero Mubonehe and his wife the late Magdalena Baburata. It was a marriage gift and therefore as the Plaintiff was concerned, the 1st Defendant had no right to sell it, since it was family land.

Later, under cross- examination, the Plaintiff told this court that it was not a marriage gift after all. The marriage gift was situated across the family land on a hill called Rwentobo. As far as the Plaintiff knew, her elder brother and the 1st Defendant had used it for cultivation and sold it later on in order to purchase the pieces of land they subsequently acquired around the suit land. The Plaintiff explained that the 1st Defendant approached her for a place to stay since she had starting having children. According to the Plaintiff, her elder brother and the 1st Defendant were living in her mother’s house at the time.

The Plaintiff agreed to buy some iron sheets for the 1st Defendant and allowed her to build a house on Magdalena Baburata's land. This is the first part of the suit land that the 1st Defendant sold off. The Plaintiff described this part of the suit land as 'communal land belonging to her deceased's father, Petero Mubonehe's six wives'.

5 This is why it was not contained in the Plaintiff's mother, Magdalena Baburata's distribution of her property in 1998. As Administrator of her late father's estate on behalf of her surviving siblings, the Plaintiff wanted the property back.

The 1st Defendant did not deny the sale of the land to the 2nd Defendant. She stated that it was a marriage gift and she had been resident on the land for 30 years before
10 she made the decision to sell the land and migrate with her family to Kazo, Kiruhura District. The sale of land agreement, Exb. D.2 indicates that the 1st Defendant did not sell the land in her own individual capacity it reads;

'I, Mrs. Vangirista Bagamutengyera in collaboration with Nkwasiwe and my family sell land comprised in three pieces/strips...'

15 It goes on to state;

'There is land below James Muhwezi at Bwamazika. This is also included in the sale.'

James Muhwezi is the 1st Defendant's son, DW3. He testified that the land in question, was given to him as a customary token when his father, Emmanuel Bagamutengyera died.

20 The Plaintiff testified that she was not concerned with all the pieces of land under the agreement, but only the land which her brother inherited from her parents. The same house where the 1st Defendant had lived with her children throughout her married life.

Magdalena Baburata's Distribution Deed- 1998

The Plaintiff testified that her father the late Petero Mubonehe was a polygamist with
25 6 wives. One of them was the Plaintiff's mother, Magdalena. Her witnesses, PW2,

Telesphoro Tibategyeza and PW3 Ekyenserisiima, who are both her siblings, however testified that he had three wives, including their mother. According to PW2, each wife had her own property. The Plaintiff testified that the deceased visited his wives on a two- day rotational basis. The late, Petero Mubonehe died in 1994.

- 5 Exb. D1, is a distribution deed prepared by Magdalena Baburata in 1998. According to PW1, PW2 and the 1st Defendant, she called a meeting of her children and distributed her property amongst them. It opens as follows:

‘I Magdalena Baburata Mubonehe have called my children to show them how I have distributed my properties...’

- 10 It would appear that this was a mother distributing property among her children. The distribution list excluded the 1st Defendant’s husband, Emmanuel Bagamutengyera. The Plaintiff stated that this exclusion was because he had got ‘his share’. A perusal of the document indicates that the late Emmanuel Bagamutengyera was first on the list as being in attendance when the distribution was made, but he was not a
15 beneficiary. Paragraph 2 reads:

‘A piece of land at the bottom of the house which borders with Emmanuel Bagamutengyera on top was bequeathed to Beatrice Ekyensirisiima by her Aunt, the late Tereza Bakeihahwenki. That remains Beatrice’s.’

- The distribution deed bears the address, Nyakihar, Kakatunda, Nyabirerema. In her
20 Plaintiff, the Plaintiff avers in Paragraph 4(d) that the 1st Defendant’s husband was given ‘another’ piece of land near and adjacent to the suit land. This was under his mother’s distribution deed. Exb. D.1 does not support this averment.

In Paragraph 4(g) of the Plaintiff, this Court finds perhaps the nearest most concise description of the ownership of the suit land, when the Plaintiff avers that;

That Suit land in particular had never been distributed by the Plaintiff's mother and therefore had remained as estate of Plaintiff's mother.

Further, PW3 in her testimony also testifies that the suit land is not the 1st Defendant's house but it is the burial ground and the land on which the eucalyptus trees are
 5 planted. Having described the suit land as she did in the Plaint, it is not clear why the Plaintiff went on to claim that the suit land comprised the undistributed estate of her late father, Petero Mubonehe.

Exb. D1, the distribution deed upon which she herself relied, made no such assertion.

It pertained to the estate of Magdalena Baburata in her own right. PW2, Beatrice
 10 Ekyensirisiima testified that she was present in 1998 when the Plaintiff was named heir to the late Petero Mubonehe and administrator to his estate. However, no minutes to this particular meeting were tendered in Court. While the Plaintiff's position as executor of her mother's distribution deed of 1998 is expressly stated in Exb. D1, there is no similar document with regard to her father's estate. And yet, apparently,
 15 both meetings took place in 1998.

The visit to locus vividly demonstrated that the wishes of Magdalena Baburata had been respected and carried out. By the Plaintiff's own admission, she and her sisters occupied the banana plantation referred to under Paragraph 3 of the deed. Further, the burial ground held the remains of the late Magdalena Baburata and two of her
 20 children. The late Petero Mubonehe is not buried anywhere near the suit land.

In a study commissioned by the Food and Agriculture Organisation of the United Nations on the 'Customary norms, religious beliefs and social practices that influence gender-differentiated land rights', it was observed that;

*Despite the mostly patriarchal structure of Uganda, several ethnic groups practice
 25 matrilineal land inheritance. These include the Acholi, Kigezi, Lango and Alur.* (See, www.fao.org last visited on the 16th June 2020)

The suit land is located in Kigezi. This Court finds that the late Magdalena exercised her matrilineal land inheritance rights in the distribution deed of 1998. This was during her lifetime. The Plaintiff is the named executor of the distribution deed.

5 The Plaintiff testified that her father's five wives used to come to the back of Magdalena's land to cultivate part of the suit land. PW2, her brother, testified that their father had three wives and each had their own property. He added that two wives; Felista Kirandaza and Keihaga sold their property and left between 1999-2000. The third wife was their mother, Magdalena Baburata who remained on the land. There was a contradiction in the testimonies of the witnesses for the plaintiff on
10 the number of wives the late Petero Mubonehe had.

Further, the plaintiff claimed that her elder brother, Emmanuel Bagamutengyera, had no land of his own, on the suit land. However, her own witness, PW2 testified that, Emmanuel Bagamutengyera's wife, 1st Defendant's, former home was adjacent to his mother- Magdalena Baburata's home. PW3 on the other hand, testified that
15 Emmanuel Bagamutengyera built a house 'at home' and carried out cultivation on Rwentobo Hill. This witness further added that it was not the 1st Defendant's house which was in dispute, but the family burial ground and the land which had the eucalyptus trees. These were not minor contradictions in the plaintiff's witnesses' testimonies.

20 When Court visited the locus in quo, the house in which the 1st Defendant used to live with her late husband, Emmanuel Bagamutengyera, was still standing. It was a permanent abode and had clearly been standing for a long time. In her distribution deed, the late Magdalena did not mention the house. She referred to all land and structures on the land, but was silent on the house. The 1st Defendant clarified that this
25 was because, Emmanuel Bagamutengyera, her husband, was already in possession of his share.

I agree with Counsel for the Defendants that the Plaintiff demonstrated that she was an inconsistent witness. She departed from her evidence in chief when she claimed
 5 that the land which had been occupied by her brother and the 1st Defendant was not a marriage gift and yet her two witnesses, agreed that it was. PW1 departed from her pleadings when she testified that her brother had only been allowed to utilize that part of the suit land, with her permission, but that it was family land and yet the distribution deed, which she herself annexed to her Plaint, indicates that Emmanuel
 10 Bagamutengyera owned land which he had received prior to the date of distribution.

Additionally, the plaintiff testified that the disputed sales of land had included the family burial ground which was factually not true. The locus visit indicated that the burial ground was in the plantation which she herself had ownership over.

Finally, the plaintiff told this Court that the sales had rendered her and her six siblings
 15 homeless, and yet she and her sisters were in full possession of the land their mother had bequeathed them in their individual right, under the distribution deed.

These were inconsistencies that pointed to deliberate untruthfulness on the part of the Plaintiff. It was therefore not safe for this Court to rely on her sole testimony about her father's wives utilizing the 'undistributed part of the suit land.'

20 **Missing Inventory for the Estate of the Late Petero Mubonehe**

The Plaintiff has been in possession of Letters of Administration to the late Peter Mubonehe's estate since 2016. As far as this Court can ascertain from the evidence adduced by the parties, no inventory has ever been filed by the Plaintiff to give an estimate of the property in the deceased's possession prior to his demise.

25 S.278(1) of the Succession Act Cap 162 provides as follows;

278. *Inventory and account.*

(1) *An executor or administrator shall, within six months from the grant of probate or letters of administration, or within such further time as the court which granted the probate or letters may from time to time appoint, exhibit in that court an inventory*
 5 *containing a full and true estimate of all the property in possession, and all the credits, and also all the debts owing by any person to which the executor or administrator is entitled in that character; and shall in like manner within one year from the grant, or within such further time as the court may from time to time appoint, exhibit an account of the estate, showing the assets which have come to his or her*
 10 *hands, and the manner in which they have been applied or disposed of.*

An inventory justifies the possession of the Letters of Administration. It is evidence, that there is property to administer on the deceased's behalf. It is proof that Court has not inadvertently armed anyone with tools for a fishing expedition into the properties of the deceased which may or may not be existent. An inventory is a mandatory
 15 requirement which must be honoured by the Administrators/ Executors of the deceased's estate within the stated period. The Plaintiff did not file an inventory after she was issued with Letters of Administration to her deceased father's estate. This in itself, points to her uncertainty about whether there was indeed property to undistributed property for her to administer out of her late father's estate or not.

20 Counsel for the plaintiff, in his submissions, spent a considerable amount of time in his final submissions on this point, however, I am satisfied, going by the evidence on court record that there was no undistributed property comprising the estate of the Late Petero Mubonehe. A portion of the suit land was the land given to Emmanuel Bagamutengyera by his parents upon marriage to his wife, the 1st Defendant. This
 25 court also finds that the residual part of the suit land is situated on the property of the late Magdalena Baburata Mubonehe situate in Nyakiharo, Kakakunda, Nyabireme. She was married to the late Petero Mubonehe who had other wives and who

predeceased her and died intestate. The wives each had their own property. In 1998 Magdalena Baburata distributed her property among her children, including the plaintiff, while she was alive.

The plaintiff, as the named executor of the late Baburata's distribution deed, ought instead to have obtained Letters of Administration to her late mother's estate, if there was in fact undistributed land to administer.

Second Part of the Suit Land

Under paragraph 6 of his evidence in chief, PW2, Telesphoro Tibategyeza testified that less than a month after the 1st Defendant had sold off the family land and moved to Kazo, the 2nd Defendant approached him with a proposal to sell off the remaining piece of land, '*since the biggest portion had been sold off by the 1st Defendant...*'. PW2 added that since he was not in his proper state of mind, he went ahead and sold the land to the 2nd Defendant.

The sale of land agreement dated 10th February 2012 was tendered into evidence through the 2nd Defendant who did not deny the sale. The date on the agreement indicates that the sale took place on the same day that the 1st Defendant sold the land to the 2nd Defendant. It was therefore not true, that PW2 waited a month or so before he sold land to the 2nd Defendant. The transactions took place on the same day.

Counsel for the Plaintiff invited this Court to take note of the haste of the transactions and that they pointed to a fraudulent intent of the 2nd Defendant. In reply, Counsel for the Defendants submitted that the Plaintiff had not pleaded fraud and there no legal prohibition against transactions of this nature being concluded on the same day.

A perusal of the Plaintiff does indicate that fraud was not pleaded. The raising of this argument in his submissions, constituted a departure in pleadings. Parties are bound by their pleadings. See...

For some reason, it was important for PW2 to indicate that there was a time lapse between the two transactions when in fact there was none. Be that as it may, he ultimately distanced himself from the transaction on the ground that the property he sold was not his to sale. In effect, he acknowledged his lack of capacity to contract, since he was not the actual owner of the second part of the suit land.

S. 2 of The Contracts Act No.7 of 2010 defines a 'contract' as follows;

'contract means an agreement enforceable by law as defined in s.10'

S.10 provides that;

(1) A contract is an agreement made with the free consent of parties with capacity to contract, for lawful consideration and with lawful object, with the intention to be legally bound.

S.13 provides for the free consent of parties to contract as follows;

Consent of parties to a contract is taken to be free where it is not caused by; (a) Coercion; b) undue influence, as defined in section 14; c) fraud, as defined in section 15; d) misrepresentation; or e) mistake; subject to sections 17 and 18.

According to PW2 he was not in the right frame of mind when he entered into the sale of land agreement with the 2nd Defendant. While the 2nd Defendant testified that it was PW2 who made the offer to sale, this Court finds that this was highly unlikely. PW2 admitted his weaknesses. He drunk a lot. He was fully aware that he did not own any more land on the family property, since he had disposed of his share much earlier. After a few drinks, he affixed his signature to the agreement.

Exb. D.3, the agreement, does not indicate the acreage of the land being sold. It was described by its boundaries. However, the consideration, a paltry UGX. 1,100,000/= (One million one hundred thousand shillings) was paid to PW2. When loosely compared to the UGX 30,000,000/= the 2nd Defendant paid to the 1st Defendant for

three pieces of land in the same area on the same day, it was a ridiculously low price. The 2nd Defendant testified that he only purchased PW2's share of his mother's inheritance. However, PW2 himself told his Court that he demolished his late mother's house on the 2nd Defendant's instructions. This

- 5 PW2 testified that he was willing to refund the monies received from the sale to the 2nd Defendant.

This court finds that the sale agreement, Exb.D.3, between PW2 Telesphoro Tibategyeza and the 2nd Defendant, Mutegyeki Bernard was unlawful since PW2 did not have the authority to sell.

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3.Remedies available to Parties

a. Remedies under the sale between the 1st Defendant and the 2nd Defendant

- 15 The 1st Defendant is the undisputed widow to the late Emmanuel Bagamutengyera. He died intestate. A perusal of the sale agreement, Exb.D2, indicates that there are two vendors. The 1st Defendant and her son DW4, James Muhwezi. The agreement speaks of three distinct pieces of land and a fourth piece. The marriage gift, which would meet the definition of the principal residential holding of the late Emmanuel Bagamutengyera is one of the pieces of land. See s.26 of the Succession Act.

- 20 For over 30 years, the 1st Defendant called this house a home and raised her children in it. After her mother- in law died in 2011, she sought to shift to another place. A move which was well within her rights and endorsed by her family. She understood from the distribution in 1998 that the house and the land around it, belonged to herself and her late husband. No one had ever disputed her claim over the property, not even
25 the family matriarch, her mother-in law, the late Magdalena Baburata.

Article 31(2) of the Constitution provides that;

‘Parliament shall make appropriate laws for the protection of the rights of widows and widowers to inherit the property of their deceased spouses... ‘

In the case of Ebiju & Anor V Echodu (Civil Appeal No. 43 of 2012)[2015]

5 UGHCCD 122(17 December 2015), Lady Justice Wolayo, held that, *with respect to customary tenure, although section 27 of the Land Act Cap 227 as amended permits the taking of decisions in accordance with customs, traditions and practices of the concerned community, such decision must not deny women access to ownership, occupation or use.*

10 The learned Justice relied further held that; *Article 32(2) of the Constitution which prohibits customs, cultures and traditions that are against the dignity, interests or welfare of women. Article 5 of the Convention of on the Elimination of All Forms of Discrimination Against Women (CEDAW) which affirms the same principle when it urges States to modify social and cultural patterns of conduct of men and women with*
 15 *a view to achieving elimination of prejudices, customary and other practices which are based on the idea of inferiority or superiority of either of the sexes.*

Justice Wolayo added that; *‘a custom that denies widows proprietary rights in land held under customary tenure is discriminatory.’*

I am persuaded by the progressive arguments of the learned Justice.

20 Article 31(1) (b) of the Constitution provides that a man and a woman are entitled to equal rights at, and during marriage and its dissolution. It follows therefore that the 1st Defendant was a beneficiary of the marriage gift just as her husband was. She therefore enjoyed the same proprietary rights in the marriage gift as her late husband did. Court finds that upon his death, the 1st defendant exercised her proprietary right to
 25 sell the land.

This position was not disputed by PW3, Ekyenserisiima Beatrice, the 70year old sister in law to the 1st defendant. She agreed that the house and the land immediately surrounding it belonged to the 1st Defendant.

5 I must state at this point that the Plaintiff and her sisters were all land owners by virtue of inheritance of land from their late mother, Magdalena Baburata. This was in itself demonstration that women have the right to own and inherit land.

This Court finds that the 1st Defendant was the rightful owner, of the first part of the suit land, having been a co-beneficiary of the marriage gift given to her late husband Emmanuel Bagamutengyera. She was well within her rights to sell the land having
10 received consent from her children who ordinarily derived sustenance from the land in accordance with section 39 of the Land Act.

b. Remedies concerning the sale between Telesphoro Tibategyeza and the 2nd Defendant.

This Court has already found that the sale was unlawful. The sale is hereby revoked
15 and the suit land reverts back to the estate of the late Magdalena Baburata.

c. Costs

On the issue of costs, as there is no clear successful party in this suit, each party shall therefore bear its own costs.

It is hereby ordered as follows:

- 20
1. The two parts of the suit land do not form the estate of the Late Petero Mubonehe.
 2. The sale of the first part of the suit land by the 1st Defendant, Ms. Vangirista Bagamutengyera to the 2nd Defendant Bernard Mutegyeki, was lawful.

3. The sale of the second part of the suit land by Telesphoro Tibategyeza to the 2nd Defendant was unlawful and is declared null and void. This part of the suit land reverts to the estate of the late Magdalena Baburata.
4. Each party shall bear its own costs.

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Olive Kazaarwe Mukwaya

Judge

10 25th June 2020

Representation:

Plaintiff: Mr. Joseph Katongole -M/S Katongole, Yiga, & Masane, Advocates

Defendants: Mr. Godwin Masereka M/S Beitwenda & Co. Advocates

Delivered by email to the parties on the 25th June 2020

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