

Defence did not appear at the hearing and adduced no evidence to controvert the evidence of the second plaintiff. Court accepts the said evidence

However the sum claimed in the plaint is shs 7,500,000/= and not shs 8,000,000/= testified to by the second plaintiff. It is the claim of shs 7,500,000/= that was served upon the defendant and not shs 8,000,000/=. The Plaint was never amended. The plaintiffs are bound by their pleadings.

No evidence was given as to the claim for general damages. None are thus awarded.

Judgment is therefore entered for both plaintiffs against the defendant for shs 7,500,000/= being the unrefunded balance of the purchase price money paid by the plaintiffs to the defendant for a tractor that was never supplied.

As the tractor, if supplied, was going to be used for commercial agriculture purposes, according to the evidence of the second plaintiff, it is only fair that the plaintiffs are awarded interest at the commercial rate of 22% p.a. on the sum of shs 7,500,000/=. It is so ordered. The said interest is to run from 1st December, 2005, when the tractor was to be supplied, till payment in full.

The plaintiffs are awarded the costs of the suit.

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Remmy K. Kasule

Judge

28th November, 2008