

THE REPUBLIC OF UGANDA
IN THE HIGH COURT OF UGANDA AT KAMPALA
CIVIL SUIT NO. 144 OF 2007

KIIRYA HILLARY ::::::::::::::::::::::::::::::::::::::

PLAINTIFF

VERSUS

1. The New Vision Printing
& Publishing Company Limited ::::::::::::::
2. The Editor in Chief New Vision

DEFENDANTS

BEFORE: HON. JUSTICE REMMY K. KASULE

JUDGMENT

The Plaintiff instituted this suit against both defendants seeking general damages arising out of a libel and for unlawful and unfair dismissal.

Both defendants denied liability, contending that the plaintiff was never defamed as alleged or at all, and that they were justified in the action taken against the plaintiff. Defendants asserted that the publication the subject of the suit, was factual, not malicious and was within their right to publish.

At scheduling, the facts that: plaintiff was a freelance Journalist and worked for the first defendant, as such, for six (6) years, including the period when the cause of action arose, and that the defendants published of the plaintiff a notice, exhibit P1, in the New Vision of 31.01.07, were admitted.

The issues framed are:-

1. Whether the relationship between the plaintiff and defendant amounted to a contract of employment.
2. Whether the plaintiff as a freelance reporter was an employee of the defendants.
3. Whether the discontinuation of the plaintiff's services by the defendants amounted to lawful termination of the working relationship between the plaintiff and defendants.
4. Whether the Notice, Exhibit P1, is defamatory of the plaintiff.
5. What are the remedies available to the parties.

The plaintiff testified and called three (3) other witnesses in support of his case. The defendant called only one witness.

The facts of the case, from the evidence adduced before court, are that the plaintiff was a freelance journalist with the New Vision newspaper since November, 2000. As such freelance Journalist, the Plaintiff would look for news worth information, put it in form of articles, submit the same to the editorial staff of the defendants, who, would decide, in their wisdom, to publish or not to publish any of the articles in the New Vision newspaper.

At first, when plaintiff had just started as a freelance journalist with the defendants, he was provided by the defendants with transport, and writing materials, while and when, in the field. He was also allowed to use the defendants' premises, computers and rest room facilities, for purpose of preparing his articles before submitting them to the editors of the defendants. Later, this policy changed, in that the plaintiff, like other freelance journalists, with the New Vision, Newspaper, were made to pay for their own transport, writing materials, as well as for utilization of the defendants' premises, computers and rest room facilities.

The relationship between the plaintiff and the defendants was such that, every month, the plaintiff would submit articles to the defendants who would publish those articles they found newsworthy in the New Vision newspaper.

At the end of every month the defendants would pay the plaintiff a sum of money for the articles submitted and published, less, by way of deductions, whatever the plaintiff owed to the defendants in respect of the items he was supposed to pay for in that particular month.

Apart from being issued with an identification card, to the effect that the plaintiff was a freelance Journalist with the New Vision newspaper, there was no appointment letter, or any other written contract of employment executed between the plaintiff and the defendants. The only written document governing the relationship of plaintiff and defendants was the one titled, **“Terms and Conditions governing Freelance Reporters”** signed by plaintiff on 09.12.03, tendered in evidence as Exhibit D1.

On 29.01.07 the plaintiff was terminated as a freelance journalist with the defendants’ newspaper, the New Vision. The termination was effected by the defendants’ Deputy Editor-in-Chief, by way of an internal memo issued to the plaintiff: Exhibit P2.

The reason for termination of the plaintiff, according to the memo, is that the plaintiff had filed a story for the “Monitor” newspaper using the New Vision facilities. The version of the story had been published verbatim on page 5 of the Monitor newspaper. By so acting, the defendants had regarded the plaintiff, as having acted in a dishonest manner, thus warranting his termination.

According to plaintiff, on the very day the termination was made known to him, that is 29.01.07, he wrote to the second defendant offering an explanation: exhibit P4. In the explanation, plaintiff stated that the source of his story on the subject matter of the article in question, was different, and not, the Monitor Website story. It was in the course of searching for more detailed information about his story that he had come across the article on the same subject, on the Monitor Website. He had used the document only, as a working document, and not the actual article he intended to file with the New Vision newspaper.

Plaintiff, in his written explanation, further asserted that he had not been given any hearing before being terminated and he requested the second defendant to intervene in the matter.

The Plaintiff handed his written explanation, exhibit P4, to the receptionist, of the first defendant, to pass on to the second defendant.

On 31.01.07, the defendants published of the plaintiff, in The New Vision newspaper, his photograph and, under it in broad print, the **words:-**

“NOTICE The above named person Mr. Hillary Kiirya is no longer a free-lance Journalist for The New Vision. He is not authorized to represent The New Vision in any way or transact any business on behalf of the company. Whoever deals with him on matters relating to The New Vision does so at his/her own risk.

MANAGEMENT

The New Vision: Uganda’s leading Daily”

The publication is quarter page in size, the plaintiff’s photograph is coloured, the word **“Notice”** is in very broad heavy print. The names **“Mr. Hillary Kiirya”** are also given extra highlight. So is the word **“Management.”** The whole publication is placed upon a yellow back ground, while the words are captioned in a light yellow background. The set up is such that the publication has much prominence in appearance. It was tendered in evidence as Exhibit P1A.

The first issue is whether the relationship between the plaintiff and defendant amounted to a contract of employment.

The evidence of the plaintiff and that of the only defence witness: John Kakande, defendant’s news editor, is agreed that the working relationship between the plaintiff and the defendants was such that the plaintiff would, as a freelance journalist, prepare and

write articles, submit them to the defendants, who, if they found the articles newsworthy, would publish them in their newspaper, The New Vision. The defendants would then pay the plaintiff for each article so published. The payment was being made at the end of the month.

The defendants issued an identity card to the plaintiff to the effect that he was a freelance journalist with The New Vision. The identity card was to enable the plaintiff have access, as a freelance journalist to events, premises and people, for purposes of his work, as a freelance journalist, attached to The New Vision.

The relationship existing between the plaintiff and the defendants allowed the plaintiff to use the defendants' premises, computers, communication technology such as internet and rest room facilities, but at a cost, payable by the plaintiff. At the end of every month the cost of the use of these facilities, would be deducted by defendants from what was due to the plaintiff. He would then be paid the net balance.

The defendants never determined for the plaintiff how and where he carried out his work, the hours of his work or for whom else he worked. Defendants did not exercise the day today control over the plaintiff; and did not direct him as to what tasks he was to perform. Plaintiff filed his own tax returns, independent of the defendants, and did not participate in the National Social Security Fund contributions, or for that matter, in any other pension scheme of the defendants, as was the case with the other employees.

As a matter of law it has to be appreciated that a contract of service is different from a contract for service. In a contract of service the employer has direct control over the employee, who, in consideration of some remuneration from the employer, undertakes to provide work and skill as demanded by the employer who is the master. The master determines when, where and if necessary, how such work and skill is to be provided by the employee.

In **Simmons Vs Health Laundry Co. [1910] 1 KB 543 at pp 549 and 550:** Fletcher Moulton, L.J. observed that:-

“The greater the direct control exercised over the person rendering the services by the person contracting for them, the stronger the grounds for holding it to be a contract of service, similarly the greater the independence of such control the greater that the possibility that the services rendered are of a nature of a professional service and that the contract is not one of services.”

The Employment Act No.6 of 2006 Section 2 thereof, defines a contract of service as one, whether oral or in writing, express or implied, where one agrees, in return for remuneration, to work for an employer. The Act defines an employee as one who has entered into a contract of service.

Applying the law, as analysed above, to the facts of this case, this court answers the first issue to the effect that the relationship between the plaintiff and defendants did not amount to a contract of service in sense that the defendants did not exercise control over plaintiff as he carried out his work. The true relationship between the plaintiff and defendant was that the plaintiff was selling, and the defendants were buying the plaintiff's articles, that the defendants found newsworthy to publish in their paper, at an agreed upon fee per article, payable monthly at the end of the month.

The second issue is whether the plaintiff as a freelance reporter, was an employee of the defendants.

This court having appreciated the nature of the law and the facts of this case finds that the relationship that existed between the plaintiff and the defendants is one that was for services and not of services. The plaintiff offered his services, as a freelance journalist, of searching for, preparing and writing newsworthy articles which he would submit to the defendants.

The defendants in their turn, and in their wisdom and discretion, would choose which articles to publish. Once they made such a choice, then they would pay a fee to the plaintiff for such articles. By reason of this relationship, the plaintiff was accredited as a freelance journalist of The New Vision, by being issued with an identity card. At a cost to him, plaintiff was also availed use of the premises and some facilities of the defendants by way of facilitation.

The answer to the second issue therefore is that, as a freelance reporter, the plaintiff sold his services and his articles to the defendants, amongst others, by way of earning a living. His relationship with the defendants was not under an employment contract of services.

The third issue is, whether the discontinuation of the plaintiff's services by the defendants, amounted to, lawful termination of the working relationship, between the plaintiff and defendants.

It is not denied by the defendants that a working relationship existed between the plaintiff and The New Vision newspaper establishment. The plaintiff was accredited by the newspaper as one of its freelance reporters. He was issued with an identity card to that effect. So the public, and other third parties, dealt with the plaintiff on the basis that, he was a freelance journalist, accredited to The New Vision newspaper. By reason of the relationship, plaintiff had access, even though at his cost, to the use of the defendants' premises and the already stated facilities.

The defendants, on their part, also at a cost, had access to the plaintiff's articles and the opportunity to publish them, once they determined them to be newsworthy.

The fact that this relationship, did not amount to an employment contract of service, as already held in answer to the first and second issues, did not, and does not mean, that the parties, or anyone of them to the relationship, was at liberty to act contrary to the law with regard to it.

The plaintiff pleaded in paragraph 6(d) of the plaint, that the defendants did not give him an opportunity to be heard, before terminating the said working relationship.

In his evidence, the plaintiff stated that on 29.01.07 he reported to defendants' premises, for the daily morning head storming session meeting in the Conference room, that is attended by journalists attached to The New Vision newspaper. As the meeting was about to begin, Mr. Felix Osike, the week's sitting editor, told the plaintiff that, he – plaintiff –, was not to attend the meeting, as he had something to explain to the editor-in-Chief. Plaintiff proceeded to the newsroom, where the deputy news editor, Ms Hellen Mukiibi, told him, that the deputy editor-in-chief, wanted to see him. Plaintiff proceeded to the office of the deputy editor-in-Chief Ms Barbara Kaija, who presented to him a copy of the Monitor Newspaper and a computer generated print out. She requested the plaintiff, to look at both the newspaper and the print out. Plaintiff inquired of her, as to what was wrong with the two documents upon which Ms Barbara Kaija is then stated to have retorted:-

“Can't you see for yourself? You are even ashamed. You are guilty.”

On inquiring of what he, (plaintiff) was guilty of, Ms Barbara Kaija is said to have told the plaintiff not to make her shout at him, to attract attention of other people. She then demanded of the plaintiff to surrender to her the first defendant's identity and electronic cards. Plaintiff complied. Ms Barbara Kaija then called one Jonathan Angura, an employee of the defendants, to escort the plaintiff out of the defendants' premises. Ms Babra Kaija said to Jonathan Angura -:

“...help me to lead this man out of these premises. If you find any problem, do not hesitate to call me back.”

As he was being led away, plaintiff was told by Ms Kaija, that the defendants' editorial Committee, was to sit on 29.01.07 to determine the plaintiff's case; and that, if the plaintiff was wanted, he would be called back.

Plaintiff, in his evidence, denied receipt from the defendants of the internal memo dated 29.01.07 from Barbara Kaija, Exhibit P2, to the effect that plaintiff had been discontinued from reporting for The New Vision, because he had filed a story for the Monitor using the New Vision facilities. This internal Memo, according to plaintiff, had not been addressed to him and he only got it from a colleague after his working relationship with the defendants had been terminated.

As of 29.01.07, when he was being led away from the office of Ms Barbara Kaija, plaintiff considered what had happened as a suspension, subject to a decision to be taken by the defendants' editorial board.

On being escorted out of the defendants' premises, on the very day of 29.01.07, the plaintiff appealed in writing, Exhibit P4, to the second defendant, seeking for intervention in the matter, as the Deputy Editor-in-chief, had, without telling him what wrong he had done and without giving him due hearing, withdrawn the Identity and Access cards from him.

From 29.01.07, Plaintiff was never contacted or responded to in any way by the defendants until the 31.01.07, when defendants published his picture on page 14 of The New Vision of that day: Exhibit P1(b).

DW1, Mr. John Kakande, acknowledged that the defendants have an established system, whereby Journalists attached to the paper, who act contrary to the ethics of the profession of Journalism, are disciplined. The witness did not state that the plaintiff was subjected to this established disciplinary system of the defendants. There was no evidence, at all, from the defendants, as to whether the editorial board of the defendants dealt with the case against the plaintiff and with what result.

The defendants adduced no evidence, to refute the assertion of the plaintiff that he was never made aware of the charge against him for him to respond to by way of defence.

Defendants also, did not avail any evidence that any opportunity was availed to the plaintiff, to be heard; and was actually heard in defence.

The right to be heard is a fundamental one. It is a cardinal rule of natural justice expressed in the Latin maxim: **AUDI ALTERAM PARTEM**: meaning: **“Hear the other side.”** It is a right that is even ingrained in some of our traditional justice systems in Uganda. Amongst the Baganda, for example, this cardinal rule of natural justice is expressed in the saying: **“Tosala gwa Kawala nga tonawulira gwa Kalenzi”** meaning: in a dispute between a girl and a boy, the judge must not decide the case, after hearing the version of the girl, only before hearing that of the boy.

The Supreme Court of Uganda, in **Supreme Court Civil Appeal No.3 of 1996: KAMURASI CHARLES VS. ACCORD PROPERTIES LIMITED & ANOTHER**, has held this rule to be so cardinal that it embraces the whole notion of fair procedure and due process. A decision arrived at in breach of the rule is void absolutely and of no consequence at all. See also: **MATOVU & 2 OTHERS VS. SSEVIRI & ANOTHER [1979] HCB 174.**

This court comes to the conclusion that the defendants in terminating the working relationship that existed between them and the plaintiff denied the plaintiff of knowing the exact allegations against him that he had to answer and also failed to offer an opportunity to the plaintiff to be heard. Plaintiff actually was never heard in defence.

The answer to the third issue is that the discontinuation by the Defendants of the working relationship that existed between the plaintiff, as a freelance Journalist, and the defendants, as ones who, at a fee, were regularly taking some of his articles that were newsworthy, amounted to an unlawful termination.

The fourth issue is whether the Notice, Exhibit P1, is defamatory of the plaintiff.

A defamatory statement is one, which injures the reputation of the person to whom it refers, by lowering that person's reputation, in the eyes of right thinking members of society generally. As a result of the statement, the person affected, may be regarded with feelings of hatred, contempt, ridicule, fear, dislike and of no esteem. An attack on the moral character of someone, attributing to that person some form of disgraceful conduct, such as, crime, dishonesty or cruelty is to defame that person: See: **Geoffrey Ssejjoba Vs. Rev. Patrick Rwabigonji [1977] HCB 37.**

A statement is also defamatory if it amounts to a reflection upon the fitness or capacity of the plaintiff, in the plaintiff's profession or trade or other undertaking.

The test, whether or not, a statement is defamatory, is an objective one, in that, it is the standard of an ordinary, right thinking member of society that is used. It is thus no defence, for the defendant to assert that the statement was not intended to be defamatory or that the same was made by way of a joke: See: **SALMOND ON THE LAW OF TORTS: 25th Edition: 1969 London: Sweet & Maxwell, pg 181.**

Where the words of the statement complained of, are defamatory in their natural and ordinary meaning, the plaintiff needs only to prove their publication. The defendant then has the onus, to prove that, given the circumstances in which the words were used or from the manner of their publication, the said words are not defamatory. See: **J.H. Ntabgoba Vs. The Editor-in-Chief of the New Vision Newspaper & Anor: H.C.C.S No.113 of 2003; unreported.**

In this case, what the plaintiff complains of as having defamed him is the coloured quarter size picture of him, with the words under it. The words are a notice to the general public that the plaintiff is no longer a freelance journalist for the New Vision; and as such, is not authorized to represent the paper, in any way, or transact business on behalf of the first defendant company. Whoever would deal with the plaintiff on matters relating to the New Vision would do so at his/her own risk.

The evidence of the plaintiff is that, he was shocked by the size and colour of the notice and the words that whoever dealt with him would do so at his/her own risk. He wondered what offence he had committed. He felt that his entire career as a journalist had been put to an end; as in journalism, the public means a lot as information is sourced from them. The defendants had not disclosed in the publication any reasons justifying the publication of the picture and Notice to the general public. It was left to the reader of the publication to make his/her conclusions.

According to plaintiff's witness, Kenneth Kitariko, PW3, he, concluded on seeing and reading the publication, that the plaintiff was a risky person to deal with, as he was a cheat, fraudulent and a liar. These must have been the reasons why the defendants found it fit and necessary to warn the public of such a bad plaintiff's character, by publishing the publication.

For the defence, DW1 John Kakande; testified that the publication, the subject of the suit, was necessary because as the plaintiff had done work for the New Vision newspaper, members of the public had come to know him as working for that paper. It was therefore necessary to inform the same public, of the termination of the working relationship so that those people who had dealt with the plaintiff would be aware that the plaintiff no longer worked with the newspaper. According to this witness, there was no falsehood in the publication, the same being factual in that it simply stated the cessation of the relationship between the plaintiff and the New Vision newspaper.

According to this witness, the publication, in not disclosing why the relationship had been terminated, was an exercise of prudence on the part of the defendants, not to damage the reputation of the plaintiff. The witness did not know whether, before the publication or thereafter, the plaintiff ever held himself out as a freelance journalist of The New Vision, after the termination of the working relationship.

As already, found and held by this court, in respect of the third issue, the termination of the working relationship between the plaintiff and defendant was unlawful. It therefore

follows that the publication of the termination of that relationship was based, and was the result of the said unlawful termination.

The natural and ordinary meaning court attaches to the publication is that, as a matter of public importance, the public was being notified that the plaintiff was no longer, in spite of his, i.e. plaintiff's attempting to do so, a freelance Journalist for the New Vision. The impression of "**a matter of public importance**" is brought out by the very bold print of the word "**NOTICE**". The words "**is no longer**" in the publication connote the impression that the plaintiff, in spite of being stopped to be a freelance Journalist with The New Vision newspaper, attempted to carry himself as such. Hence the need to publicly notify the public. The words in the publication:-

"He is not authorized to represent The New Vision in any way or transact any business on behalf of the company",

in their natural and ordinary meaning and to the ordinary person, are capable, and actually bring out the impression that the plaintiff, in spite of his knowing as a fact, that he is no longer a freelance journalist with the New Vision newspaper, is capable of or has actually presented himself, in some ways, or transacted some business, with other unknowing people, purportedly on behalf of the first defendant company.

The ending words of the publication:

"Who ever deals with him on matters relating to the New Vision does so at his/her own risk"

portrays the plaintiff, as some one, who in spite of being aware that, he is no longer a freelance journalist with The New Vision, was capable of; and had actually presented himself, as a freelance journalist attached to the New Vision, to others, in matters relating to the New Vision, for personal gain, or otherwise. He was thus a risk to the public by reason of such false representation.

There was no evidence, at all, from the defendants to the effect that after the plaintiff had been told that he was no longer a freelance journalist attached to the New Vision, and had had the identity and access cards withdrawn from him, he continued to hold himself out as a freelance Journalist with The New Vision. There was also no evidence, from the defendants, of what matters relating to The New Vision the plaintiff attempted or actually transacted after the cessation of the working relationship between him and the defendants.

Court, also observes, that the use application and set up of the colours, in the whole publication, the placing of the well articulated photograph of the plaintiff, the very bold print given to the word **“Notice”**, the special highlighting of the names **“Mr. Hillary Kiirya”** and the word **“Management”** as well as the inclusion at the bottom of the publication the words;

**“The New Vision
Uganda’s Leading Daily”**

in prominent, sharp, red and black colours; and in bold print, as well as the quarter size of the publication, all go to show that the defendants took extra steps, to prominently portray, and thus bring to the attention of the readers of the paper and the public at large, the prominence of the publication.

This court therefore, comes to the conclusion that the publication complained of defamed the plaintiff. He was portrayed in the publication as carrying himself out, or attempting to do so, as a freelance journalist attached to the New Vision newspaper, when he knew he was no longer so attached to the New Vision.

Further, by, through the publication, warning the public from dealing with the plaintiff, in matters to do with The New Vision newspaper, and if any one did so, then it was at the risk of such a one, defendants portrayed the plaintiff as one whose moral character was questionable, untrustworthy, a liar, a cheat and a corrupt person.

Overall, the publication presented the plaintiff, as someone who had done a gross wrong as a freelance journalist with the New Vision, which wrong had been proved against him; and thus the working relationship had had to be terminated.

The answer to the fourth issue is that the Notice, Exhibit P1, is defamatory of the plaintiff.

The fifth issue is what are the remedies available to the parties? Having proved to the satisfaction of this Court, that he was defamed by the publication, plaintiff is entitled to general damages. The principle of law applicable is that:-

“The successful plaintiff in a defamation action is entitled to receive, as general compensation damages, such sum as will compensate him for the wrong he has suffered. That sum must compensate for the damage to his reputation, vindicate his good name, and take account of the distress, hurt and humiliation which the defamatory publication has caused.” See **JOHN VS MGM LTD [1996] ALLER 35 at 47**, applied by the High Court of Uganda in; **J.H. NTABGOBA VS. THE EDITOR IN CHIEF OF THE NEW VISION NEWSPAPER & ANOTHER: H.C.C.S NO.113/2003**.

In assessing damages in a case of defamation, court looks at the motive and conduct of the defendant. Where, the defendant is motivated by malice or spite; and defendant refuses to apologise after the plaintiff has complained of the falsity of the article and demanded for an apology, then such a conduct aggravates the damages.

The size of the circulation of the offending publication is another matter that court takes into consideration. Where the circulation is large, it is presumed that the injury is greater, as the publication reaches more people, than if it had a smaller or restricted circulation. The defamatory injury is thus presumed to be greater with a wide circulation. See:

**Major Godfrey Segawa Vs. The Editor, The Crusader Newspaper & Another:
H.C.C.S No.27 of 1992.**

In this particular case, the plaintiff was aged 29 years, as at the time of the publication. He had started work as a freelance journalist in November, 2000; after completing training as a journalist. He was thus, in the early years of his career as a journalist, at the time the publication was made.

As to the conduct of the defendants, both before and after the publication, the plaintiff was treated by them in a very callous manner. The deputy Editor-in-Chief, Ms Barbara Kaija, was the accuser, prosecutor, judge and executioner of the plaintiff: all in one. She had even to call an escort to lead the plaintiff out of the defendants' premises, when there was no resistance, at all, from plaintiff – when told to leave.

The plaintiff was not told the exact wrong he had done, and though told by Barbara Kaija, that the defendants' editorial board was going to deal with his case, and would be afforded a hearing, the defendants never did so. Defendants also adduced no evidence, denying receipt of the plaintiff's handwritten communication dated 29.01.07, whereby the plaintiff, called upon the second defendant to intervene in the matter, as he, plaintiff, was being condemned unheard. Defendants, offered no evidence as to why, they did not make any reaction to Plaintiff's said communication.

Equally, on seeing and reading the publication, the plaintiff instructed his lawyers, Alaka & Co. Advocates, who on 05.02.07 wrote to the second defendant, as per exhibit P3, complaining that, the allegations against the plaintiff were false, that the publication had gravely defamed the plaintiff, and demanded of the second defendant to publish a notice in the New Vision correcting the erroneous defamatory impression so created.

There was no evidence adduced by defendants, that the second defendant did not receive the said plaintiff's lawyers' letter, exhibit P3. Defendants also adduced no evidence as to

what action they took with regard to the demands contained in the said letter, Exhibit P3. Apparently the defendants totally ignored the letter.

As already observed, the defaming publication notice, was given prominence by the colour set up and application, letter paint selection and application and the almost quarter page size of the publication. The intention of all this was to give the publication prominence so that it does not escape the attention of the reader.

Court concludes, from all this, that the defendants acted with malice towards the plaintiff in respect of the whole matter of the defamatory publication.

As to circulation, the defendants themselves state at the bottom of the defamatory Notice that:-

“The New Vision

UGANDA’S LEADING DAILY”, thus confirming the fact that the newspaper leads other daily newspapers in Uganda, in circulation within Uganda. As the leading daily in Uganda, the paper is also read widely in East Africa and all over the world, including, but not limited, through its website: WWW.newvision.co.ug. Court thus finds that the defamatory publication was widely circulated through the wide circulation of the New Vision newspaper of 31.01.07.

It has been submitted for the plaintiff that a sum of Shs.70,000,000/= be awarded as general damages to the plaintiff. No authority was availed to court to support such an award. Court finds that sum to be too much on the high side. In the **J.H.NTABGOBA** case, (supra) the offending article alleged that the plaintiff, a Principal Judge and thus head of the High Court of the Courts of Judicature in Uganda, and ranked third in the hierarchy in the Uganda Judiciary, was deciding cases being influence by corruption. The newspaper concerned was, like in this case, the same New Vision newspaper. Hence the circulation was also wide in the Ntabgoba case. The plaintiff was awarded general damages of shs.30 million.

In the case of the plaintiff, his status of a freelance journalist of six (6) years standing is quite low compared to that of a Principal Judge in Uganda's Judiciary.

Taking all matters into consideration, this court is of the considered view that Shs.10,000,00/= is adequate compensation for the plaintiff. Accordingly Shs.10,000,000/= is awarded as general damages for the plaintiff jointly and or severally against the defendants.

In conclusion, Judgment is entered for the plaintiff in the sum of shs.10,000,000/= general damages jointly and/or severally against both defendants.

The sum of Shs.10,000,000/= shall carry interest at court rate from the date of judgment till payment in full.

The plaintiff is also awarded the costs of the suit jointly and/or severally against the defendants.

Remmy K. Kasule

Judge

28th August, 2009