

THE REPUBLIC OF UGANDA
IN THE HIGH COURT OF UGANDA AT KAMPALA
LAND DIVISION
CIVIL SUIT NO. 63 OF 2014

5 **JUMBE KIWE SEBUNYA:..... PLAINTIFF**

VERSUS

1. **MUKUYE ISAAC**
2. **KIKONYOGO JULIUS**
3. **KIZITO ADAM:.....DEFENDANTS**
- 10 4. **LOGIC REAL ESTATES & DEVELOPERS LTD**
5. **COMMISSIONER LAND REGISTRATION**

BEFORE: HON. MR. JUSTICE BASHAIJA K. ANDREW.

JUDGMENT.

15 Jumbe Kiwe Sebunya (*hereinafter referred to as the “plaintiff”*) brought this suit against Mukuye Isaac, Kikonyogo Jackson, Kizito Adam, Logic Real Estates & Developers Ltd., and the Commissioner for Land Registration (*hereinafter referred to as the “1st”, “2nd”, “3rd” “4th”, and “5th” defendants respectively*) jointly and severally, seeking a declaration that the he is the lawful proprietor of land comprised in Kyadondo Block 195, Plots 173 and 174 land at Kyanja, Nakawa
20 Division, Kampala (*herein referred to as the “suit land”*), an order directing the 5th defendant to cancel the registration of the 1st - 3rd defendants as proprietors of the suit land and to reinstate the plaintiff as registered proprietor of the suit land, an order directing the 5th defendant to cancel the registration of the 4th defendant as proprietor of the suit land and to reinstate the plaintiff as the registered proprietor of the suit land, a permanent injunction restraining the 1st – 4th defendants
25 whether by themselves, their agents or workmen from trespassing on the suit land, evicting the plaintiff therefrom, creating any registerable interest or other dealings in respect of the suit land or otherwise alienating or interfering with the plaintiff’s possession, use and registration of the

suit land, restraining the 5th defendant from alienating or registering any dealings whatsoever other than those created by or in favor of the plaintiff in respect of the suit land, general damages, costs, and interest thereon.

Background:

In 1962 Kezironi Nsubuga Kimaze Mukasa (*abbreviated as “Kezironi Nsubuga”*) owned the suit land as one piece of land registered as MRV 970, Folio 6 Plot 33. The land was later subdivided into Kyadondo Block 195 Plots 173 and 174. On 4/4/1963 under *Instrument KLA 37577*, Plot 173 was transferred to Isa Kiwe Sebunya, father to the plaintiff. On 9/6/1964 under *Instrument KLA 40249*, Plot 174 was also transferred to Isa Kiwe Sebunya. On 27/9/1987 under *Instrument KLA 131832*, Plot 173 was transferred to the plaintiff. On 27/9/1988, under *Instrument KLA 131833* Plot 174 was registered in the names of the plaintiff. He took possession and physical occupation, cultivated crops, planted trees, and constructed a wall fence around the suit land.

In May, 1992 the 1st - 3rd defendants lodged a complaint with Police against the plaintiff and his sister. They complained of malicious damage to property and trespass on the suit land by the plaintiff and his sister. Following the investigations, the Police in their preliminary report stated that that the suit land was registered fraudulently into the plaintiff’s names through conspiracy. They recommended that the accused persons be produced in court. It was also recommended that a copy of the report be given to the 5th defendant for attention and possible remedy to the complainants to have the suit land reinstated into the names of Kezironi Nsubuga. The Police further submitted the file reference to the State Attorney for legal advice on the way forward.

Acting on the preliminary report as part of her reasons, the 5th defendant, on 4/6/2013, cancelled the entry of the plaintiff and reinstated the names of Kezironi Nsubuga as proprietor of the suit land under *Instrument KLA 566962*. On the same day under *Instrument KLA 566963*, Plots 173 and 174 were transferred and registered into the names of the 1st – 3rd defendants as Administrators of the estate of the late Kezironi Nsubuga. On 23/7/2013 under *Instrument KLA 567927*, the 1st - 3rd defendants transferred Plots 173 to the 4th defendant.

On learning of these moves, the plaintiff through his lawyers wrote to the 5th defendant inquiring about the same, but got no response. He further made several attempts to search the register in

respect of the suit land at the Lands Registry but was told that the relevant titles were missing. It was not until much later that the plaintiff got to learn from the KCCA Zonal Titles Office that according to their computerized records, both plots had earlier been transferred into the names of the 1st - 3rd defendants as Administrators of the estate of the late Kezironi Nsubuga, and that they also transferred the same to the 4th defendant. The plaintiff contends that all these transactions were illegally and fraudulently done by the defendants in collusion to deprive him of his land.

The 1st - 3rd defendants filed a joint defence denying the plaintiff's claim. They averred that upon the suit land being registered in the names of Kezironi Nsubuga in 2013, it was transferred into their names as Administrators of his estate. That thereafter they sold the suit land to the 4th defendant. They maintained that the plaintiff's claim is baseless as his purported registration had since been cancelled by the 5th defendant upon discovery of errors committed in the issuance of the certificates of title for the suit land to the plaintiff's predecessor in title and later to the plaintiff.

The 1st - 3rd defendants further averred that the earlier transaction between Kezironi Nsubuga and Isa Kiwe Sebunya was a loan and not a sale transaction. That as such the mutation form creating the subdivisions of Plot 33 was a forgery. Also, that the plaintiff illegally obtained possession of the suit land after unlawfully evicting the late Kezironi Nsubuga's beneficiaries and demolishing their deceased grandfather's house thereon.

For his part the 4th defendant averred that he is a bona fide purchaser for value without notice of the fraud, if any, having purchased the suit property in good faith. That before purchasing the suit land he carried out a search at the Land Registry and did a physical inspection of the suit land. That his search showed that the suit land was registered in the names of the 1st - 3rd defendants as Administrators of the estate of the late Kezironi Nsubuga. Further, that after the purchase of the suit land he hired a gardener to slash the grass and keep the property tidy at regular intervals; which he has done undisturbed.

The 5th defendant did not file any defence. However, Ms. Sarah Kulata, the Commissioner for Land Registration, filed sworn witness statement in support of the other defendants' case. The

85 suit proceeded *ex parte* against the 5th defendant under provisions of Order 9 r.10 of the Civil Procedure Rules (CPR).

The plaintiff was represented by Mr. Peter M. Walubiri of *M/s Kwesigabo, Bamwine and Walubiri Advocates* while the 1st – 3rd by Mr. John Matovu of *M/s Matovu & Matovu Advocates*. The 4th defendant was represented by *M/s. Tumusiime, Kabega & Co. Advocates*. Counsel filed written submissions to argue the case and supplied court with authorities they relied on. I am
90 thankful to all of them for that.

At the scheduling of the case the following issues were agreed for determination;

1. ***Whether the 1st, 2nd, 3rd and the 4th defendants or any one of them got registered as proprietors of the suit land through fraud.***
2. ***Whether the plaintiff's late father, Isa Kiwe Sebunya, had a lawful interest in the suit land that he could have passed on his son, the plaintiff.***
3. ***What reliefs are available to the parties?***

Mr. John Matovu in his submissions raised some points of law, essentially relating to the *locus* of the plaintiff to bring this suit. He argued that the suit was misconceived as it is barred by Section 176 (c) of the Registration of Titles Act, Cap 230 (RTA). Secondly, that this court has no
100 jurisdiction to grant the orders under Section 177 RTA (*supra*) as the proceedings in this suit are barred.

I can only observe that Mr. Matovu had raised the same exact points earlier in the trial on 17/11/2015. Court rendered its opinion. As far those particular points now stand, this court is *functus officio* and cannot again pronounce itself on them. Any party dissatisfied with the
105 opinion of court was free to challenge it either on appeal or through review. The preliminary objections are therefore incompetent and dismissed with costs.

Resolution of issues:

Issue No.1: Whether the 1st, 2nd, 3rd and 4th defendants or any one of them got registered as proprietors of the suit land through fraud?

110 The law relating to fraud is well settled. The term “fraud” was defined in *Fredrick J.K Zaabwe vs. Orient Bank & Others, SCCA No.4 of 2006*, per Katureebe JSC (as he then was) as;

115 *“...Anything calculated to deceive, whether by single act or combination, or by suppression of truth, or suggestion of what is false, whether it is by direct falsehood ... 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 by suppression of truth....and an unfair way by which another is cheated,...As distinguished from negligence, it is always positive intentional. It involves all acts....involving breach of a legal duty or equitable duty resulting in damage to another.”*

120 The case of *David Sejjaaka vs. Rebecca Musoke, Civil Appeal No. 12 of 1985* adopted more or less similar definition of “fraud” in *Black Law Dictionary (6th Edition)* at page 660 as;

125 *“A generic term embracing all multifarious means which humans ingenuity can devise and which are resorted to by one individual to get advantage of another by false suggestions or by suppression of the truth and includes all surprise, trick cunning, dissembling and any other way by which another is cheated.”*

Further, in *Kampala Bottlers Ltd vs. Damanico (U) Ltd, SCCA No.22 of 1992*, it was held that fraud must be particularly pleaded and strictly proved, the burden being heavier than on a balance of probabilities generally applied in other ordinary civil cases. Further, that fraud must be attributable to the transferee who must have known of the fraud or participated in it or taken advantage of it.

130 In the instant case, the plaintiff’s claim is essentially premised on grounds of fraud and illegality. He sets out the particular of the alleged fraud in paragraph 17 of the plaint. In the first instance he states that the 1st – 3rd defendants well aware that he was the registered proprietor and in possession of the suit land, connived with the 5th defendant to transfer the suit land first to Kezironi Nsubuga and thereafter to themselves without notice to the plaintiff and without a signed transfer signed by the plaintiff. In the second instance he states that the 5th defendant illegally cancelled his registration without an instrument signed by him and without following

any known legal process. In the third instance the he states that the 4th defendant caused itself to be registered as proprietor of Plot 173 when it was aware that the suit land was occupied by the plaintiff, and without ascertaining his interest therein or obtaining a signed transfer from him.

The main thrust of the plaintiff's evidence as regards the particulars of fraud in the first instance is that the 1st - 3rd defendants were at all material times aware that he was the registered proprietor of the suit land. Further, that they contrived a scheme to have his registration cancelled by the 5th defendant. That this was clear from the 1st – 3rd defendants intentionally and falsely making a complaint to the 5th defendant that the plaintiff and his late father got registered on the suit land through conspiracy.

Indeed, the 5th defendant in her sworn but untested witness statement confirmed this fact. Also D/Sgt. Kyerituha Fabian confirmed that the 1st defendant made the complaint to Police on the same allegations. Apparently, the complaint the 1st – 3rd defendants leveled against the plaintiff and his sister were in respect to malicious damage to property and trespass. It is thus quite unclear as to how and why Police investigated other issues other than those supposedly reported to it that led to the cancellation of the plaintiff's registration on the suit land.

The above notwithstanding, the Police made preliminary report recommending that that the entry of Isa Kiwe Sebunya and the subsequent entry of plaintiff on the titles to the suit land was a conspiracy to defraud the owners who, according to Police, were the defendants. It is primarily on basis of the Police report that the 5th defendant claims to have cancelled the plaintiff's registration.

Exhibit D9, a "Notice of intention to effect changes in the Register", dated 21/12/2012 shows that the 5th defendant wrote to the plaintiff and his father. In the opening sentence it states as follows;

"I have received a Police preliminary report indicating that your entry on the above pieces of land was a conspiracy to defraud its true owners"

Without delving into the merits of the complaint, the substance of the Police report, and of the cancellation of the plaintiff's registration itself at this stage, it is clear enough that the action of the 5th defendant's action to cancel the plaintiff's registration appears to have been largely

informed by the complaint of 1st – 3rd defendants. It is thus called for to inquire into the basis of the 1st – 3rd defendants’ complaint and ultimately into the propriety of the 5th defendants actions.

The reading of the said preliminary report shows that the complaint the 1st defendant made to Police was that the plaintiff and his sister and some other persons had;

170 **“... forged documents and fraudulently transferred and sub-divided his land into Plots
173 and 174, trespassed and damaged his property on the land that was originally
175 comprised in Block 195 Plot 33 measuring ten acres at Kyanja”**

It is not suggested anywhere in the report that Kezironi Nsubuga did not sub-divide his land into Plots 173 and 174. There is also no evidence of the 1st - 3rd defendants which shows or tends to
180 show that Kezironi Nsubuga did not sell and transfer his land to Isa Kiwe Subunya.

The 1st defendant (DW4) who actually made the complaint to Police testified that he was only 40 years at the time of testifying in court. Therefore he could not competently testify on a sale transaction that occurred in way back in 1963. He was only able to confirm that their late father, who died in 2003, never at any one time stayed on the suit land. DW4 also conceded that he has
185 never seen the certificates of title for the suit land. He clarified that the source of all his information, which was the basis of his complaint to Police against the plaintiff, was his late father who told him that the suit land was theirs as it used to belong to their late grandfather. He added that his father, however, did not give him anything but some document bearing only the block and plot numbers.

190 The 3rd defendant (DW5) also gave evidence that their late grandfather told their late father that the suit land belonged to them. DW5 hastened to add that he was not privy to that discussion between his late father and grandfather about ownership of the suit land. He also stated that his brother, the 1st defendant, was the one who alone made a complaint against the plaintiff to some office which DW5 did not know of. For his part, the 2nd defendant did not testify in support of the averments attributed to him in the joint defence particularly those regarding the alleged fraud by the plaintiff and his father.

A careful evaluation shows that the 1st – 3rd defendants could not legitimately rely on such evidence to cause the 5th defendant to cancel the plaintiff’s registration. They knew or had reason

195 to know that the information they peddled to the Police and the 5th defendant against the plaintiff was concocted falsehoods and pure hearsay. They knew they had no genuine reason whatsoever to make such serious but false allegations other than ill motive to have the plaintiff's registration cancelled.

200 The 1st – 3rd defendants made the allegations against the plaintiff while were acutely alive to the fact that he was the lawfully registered proprietor. They knew that he was at all material times in possession and physical occupation and use of the suit land. Therefore it was in bad faith for them to have come up with such serious allegations to the Police and to 5th defendant. It only points to their deliberate scheme to defraud the plaintiff of the land.

205 Other evidence which fortifies the court's finding is in regard to the allegations of forgery against the plaintiff and his late father. DW1 Apollo Mutashwera Ntarirwa, a retired Government Forensic Analyst is the one witness who testified on the issue. He stated that he examined photocopies of the mutation form for Kyadondo Block FC 19642 Plot 33 dated of 21/12/1962; a land transfer form for Plot 173 dated 4/4/1965 from Kezironi Nsubuga to Isa Kiwe Sebunya; another transfer form for Kyadondo MRV 970 Folio 6 Plot 174 dated June, 1964 transferring land from Kezironi Nsubuga to Isa Kiwe Sebunya. DW1 was tasked to establish whether the
210 documents were signed by late Kezironi Nsubuga.

DW1 stated that he was availed with only one signature as a specimen sample on a photocopy document of shareholding of an unnamed co-operative society. He stated that he did not know where the specimen was obtained from or when it was made. He also could not tell whether it was written prior or subsequent to the questioned signatures on photocopy documents availed to
215 him. He stated that he asked for more specimen samples to make a more conclusive analysis and opinion, but none was availed to him. He asked for the originals but the person who brought the documents failed to avail them to him. DW1 maintained that he needed more specimens and originals for a more conclusive opinion. DW1 explained that photocopies pose peculiar difficulties to analyze and also have serious limitations. He stated that although he could make
220 analysis based on photocopies, he need originals and more specimen samples for a more conclusive opinion.

In light of this evidence, it is highly unlikely that DW1 could come up with a very reliable opinion that the mutation form was not signed by Kezironi Nsubuga or that it was forged; let alone by the plaintiff or his late father. The witness was evidently not comfortable having had to base his opinion solely on a photocopy document of unknown source bearing a lone signature as a specimen sample of an unknown author and when it was made, and of doubtful authenticity. DW1 noted that several factors, such as age, mental, and physical state of mind of the person could have affected the nature and manner he or she wrote the signature, and could also account for the variations in the signature. The witness seemed to express misgivings particularly on the alleged specimen sample on the photocopy document and generally having had to rely on purely photocopies supplied to him for examination. This in my view renders his opinion highly doubtful and the evidential value attached to it greatly diminished.

Regarding the transfer form in respect of Plot 173, DW1 concluded that it was “very likely” that the specimen writer wrote the questioned signature on the transfer form. This opinion contradicts rather than supports the averments of forgery. If indeed Kezironi Nsubuga “very likely” signed the transfer form for Plot 173 dated 4/4/1963 in favour of Isa Kiwe Sebunya, it would similarly not be “very unlikely” that he earlier had also signed the mutation form dated 21/12/1962 authorizing the sub-division of Plot 33. Otherwise it defeats any logic of him having had to sign a transfer for one of the Plots vide Plot 173 if there had been no prior sub-division of Plot 33. On that account alone, there was no evidence of forgery of the mutation form which could legitimately lead Police to recommend to the 5th defendant to take action.

In *Kimani vs. Republic [2000] EA 417 (CAK)* where court relied on the case of *Ndolo vs. Ndolo [1995] LLR 399 (CAK)* it was held that;

“...It is now trite law that while the courts must give proper respect to the opinions of experts, such opinions are not, as it were, binding on the courts and the courts must accept them. Such evidence must be considered along with all other available evidence, and if there is proper and cogent basis for rejecting the expert opinion, a court would be perfectly entitled to do so...”

This court adopts a similar stance as in the above case regarding the opinion of DW1 in this case and rejects the same.

The other evidence of the defendants' ownership of the suit land was adduced by DW8 Lubega Swalleh. While he asserted that late Kezironi Nsubuga was the owner of the suit land, he however, stated that the owner never showed him any documents relating to the suit land since DW8 was very young then. DW8 also did not know of any transactions relating to the suit land as Kezironi Nsubuga would not tell him about it. That to his knowledge Kezironi Nsubuga never reported any case relating to the ownership of the suit land. That even Kyanjo, the son to Kezironi Mukasa and the father to the 1st – 3rd defendants never reported any case to the LCs relating to ownership of the suit land.

I find this evidence at most worthless. There was no legitimate basis for the 1st – 3rd defendants to move Police to investigate their claims of ownership over the suit land, or the 5th defendant to cancel the plaintiff's registration. It was evidently a scheme by the 1st – 3rd defendants with the active connivance and support of the 5th defendant purposely to defraud the plaintiff of his land.

The 1st – 3rd defendants also raised the issue that the transaction between Kezironi Nsubuga and Isa Kiwe Sebunya was not a sale but a loan transaction. The same allegation prominently features in the Police report already referred to. However, it is noted that no other witness other than D/Sgt. Kyerituha B. Fabian (DW2) adduced evidence to support the allegations of a loan transaction.

The testimony of DW2, D/Sgt. Kyerituha, itself was basically a reflection of what he wrote in the police report. He stated that the suit land was originally one piece of 10 acres in MRV 910 Folio 6 belonging to Kezironi Nsubuga. That it was reduced by 4 acres under *Instrument 37577* and 6 acres remained for the owner whereby Isa Kiwe Sebunya had a claim of 4 acres under *Instrument 36814* dated 6/12/1962. DW2 opined that the claim "could have been a mortgage". The only reason DW2 assigned for that opinion was that the interest was cancelled under *Instrument 37577* dated 4/4/1963, and that other encumbrances; like that of His Majesty's Government, were also cancelled under the same instrument. DW2, however, stated that he never came across *Instrument 36814* during his investigations. He also never came across any proof of the alleged loan or mortgage, and as such he could not adduce any in evidence.

In my view, the evidence of DW2 and his conclusions in the Police report are quite baseless. They were merely his own suppositions and conjecture and not on any cogent evidence. Most

280 importantly, such findings could not have legitimately informed the 5th defendant to cancel the plaintiff's registration. But since she did, it meant that the 5th defendant got sucked in and became part of the grand scheme to defraud the plaintiff of his land.

Mr. Matovu argued that under Section 175 RTA the 5th defendant or any officer acting under her cannot be sued for the bona fide execution of work. Also, that the 1st- 3rd defendants cannot be
285 found to have been fraudulent because they got registered pursuant to Section 134 RTA by the 5th defendant acting in an official capacity after investigations by the Police and herself under Section 91 (1) Land Act (supra). In my view, that calls for an inquiry into whether the 5th defendant's actions were indeed bona fide and in accordance with her known statutory mandate.

As earlier stated the 5th defendant never filed a defence, but Ms. Sarah Kulata in her capacity as
290 Commissioner for Land Registration made a sworn witness statement in support of the other defendants' defence. She attached a "*Notice of Intention to Effect Changes in Register*" and also incorporated in her sworn witness statement a phrase from the Police report that the transaction between Kezironi Nsubuga and Issa Kiwe Sebunya was a loan. The relevant portion is as follows;

295 ***"Whereas a transaction between Isa Kiwe Sebunya and Kezironi Mukasa Nsubuga was a loan, you went ahead and transferred the land into your names and later into your son's name..."***

DW 11, Mr. Yusuf Kakelewe, a Registrar from the office of the 5th defendant, however, testified that the alleged loan transaction alluded to in the Police report had nothing to support it at all.
300 There were no receipts or other documents. To my mind, it is quite inconceivable that a loan or mortgage transaction of that nature would have no vital documents. This reinforces the earlier expressed view of this court that the purported loan /mortgage were merely a supposition or conjecture of DW2 Sgt. Kyerituha. Without any cogent proof that the transaction was a loan/mortgage, the only logical conclusion would be that it was a clear and straight sale
305 transaction. This is more so because of the transfers deeds *Exhibits P.9* and *P.10* respectively which were effectively registered.

310 In the notice addressed to the plaintiff and his father, Ms. Sarah Kulata claims to have based her actions solely on the recommendations in the Police preliminary report. On the other hand D/Sgt. Kyerituha (DW2) stated that after he made the report he sought advice from the State Attorney, who advised the parties, including the 5th defendant, to seek redress from a civil court as the case involved issues of land ownership.

315 It was therefore in bad faith that the 5th defendant proceeded to cancel the plaintiff's certificate against the advice of the State Attorney, if indeed she was acting on basis of the recommendations in the Police report. Even assuming that to be the case, a proper and diligent exercise of her statutory mandate ought to have led the 5th to the knowledge that there was no legal justification or reasonable basis for the cancellation. In fact it is not true that she followed the Police recommendations because in her sworn witness statement, the 5th defendant stated that she affected the cancellation pursuant to Section 91 of the Land Act (supra).It provides that;

320 ***“(1) Subject to the Registration of Titles Act, the registrar shall, without referring a matter to a court or a district land tribunal, have power to take such steps as are necessary to give effect to this Act, whether by endorsement or alteration or cancellation of certificates of title, the issue of fresh certificates of title or otherwise.”***

Subsection (2) provides that;

325 ***“(2) The registrar shall, where a certificate of title or instrument—***
(a) is issued in error;
(b) contains a misdescription of land or boundaries;
(c) contains an entry or endorsement made in error;
(d) contains an illegal endorsement;
(e) is illegally or wrongfully obtained; or
330 ***(f) is illegally or wrongfully retained, call for the duplicate certificate of title or instrument for cancellation, or correction or delivery to the proper party.”***

Section 91 (supra) replaced Section 69 of the RTA, Cap 205 (1964 Edition) which was repealed by Section 97 of the Land Act, No. 16 of 1998. Section 97 (supra) provides that;

335 ***“The Registration of Titles Act is amended by repealing section 69 and paragraph (a) of section 178.”***

Section 69 RTA (1964 Edition) (supra) which was repealed provided as follows;

340 ***“In case it appears to the satisfaction of the Registrar that any certificate of title or instrument has been issued in error or contains any misdescription of land or of boundaries, or that any entry or endorsement has been made in error or on any certificate or instrument, entry, or endorsement has been fraudulently or wrongfully obtained, or that any certificate of title or instrument is fraudulently or wrongfully retained, he may by writing require the person to whom such a document has been so issued or by whom it has been so obtained or is retained to deliver up the same for the purpose of being cancelled or corrected or given to the proper party, as the case requires; and, in case such a person refuses or neglects to comply with such a requisition, the Registrar may apply to the High Court to issue summons for such a person to appear before such Court and show cause why such certificate of title or instrument should not be delivered up for the purpose aforesaid; and if such a person when served with summons refuses or neglects to attend before such Court at the time therein appointed, it shall be lawful for the Court to issue a warrant authorizing and directing the person so summoned to be apprehended and brought before the High Court for examination.”*** (Underlined for emphasis)

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While the repealed Section 69 RTA (supra) gave the Registrar of Titles (now Commissioner for Land Registration) the power to cancel certificates of title and entries on grounds, inter alia, of fraud, the 1994 amendment intentionally left out the phrase “fraudulently” in the provision. The intention of the Legislature was purposely to remove cases involving fraud from the domain of those that the Commissioner for Land Registration could handle. As was held in the case of ***Fredrick J.K. Zaabwe vs. Orient Bank Ltd and others SCCA No. 4 of 2006*** an allegation of fraud needs to be fully and carefully inquired into since fraud is a serious matter. It must be particularly pleaded and strictly proved to the standard beyond a mere balance of probabilities as

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in ordinary civil cases. In *C.R. Patel vs. Commissioner for Land Registration & 2 Others, HCCS No. 87 of 2009*, it was held that such a standard of proof could not be properly attained in evidence casually raised before the Commissioner for Land Registration, and hence any allegation involving fraud has to be proved before a court of law.

365 In the instant case, it is sufficiently clear that the allegations that were made against the plaintiff transcended the realm of mere errors, misdescriptions or illegalities which the 5th defendant is mandated under Section 91(supra) to act upon. They were serious allegations involving fraud in the registration of the plaintiff and his predecessor in title, forgery of a mutation form and transfer instruments, conspiracy to defraud, among others. Such issues could only be determined
370 in a suit filed in a court under Section 176 (c) RTA. The 5th defendant's actions were therefore illegal and as such constituted the particulars of fraud.

It is also noted that the 5th defendant did not comply with the mandatory procedure set out in Section 91(8) (supra) before cancellation of a registered person's certificate of title can be effected. The unfailing requirement under the provision is that the person to be affected must be
375 accorded a fair hearing in accordance with principles of nature justice enshrined under Article 28(1) of the Constitution. The relevant portion of the subsection fully below;

“(8) In the exercise of any powers under this section, the registrar shall—

(a) give not less than twenty-one days' notice in the prescribed form to any party likely to be affected by any decision made under this section;

380 ***(b) provide an opportunity to be heard to any such party to whom a notice under paragraph (a) has been given;***

(c) conduct any such hearing in accordance with the rules of natural justice but subject to that duty, shall not be bound to comply with the rules of evidence applicable in a court of law;

385 ***(d) give reasons for any decision that he or she may make.”***

In her witness statement the 5th defendant mentioned “proof of postage” of the “notice of hearing” to the plaintiff and his father as *Annexure “SK.1”* but did not attached any cogent proof

390 of the same. Yusuf Kakerewe (DW11) from office of the 5th defendant promised to avail court with the original copy but never did so. Without such proof, it meant the plaintiff was never accorded any hearing pursuant to Section 91 (8) (supra) before his registration was cancelled.

In *Sharp vs. Welefield (1981) A.C 173* which was cited in *Re: Interdiction of Bukeni Fred, HCMA No. 139 of 1991* per Musoke – Kibuuka; and *Musinguzi Geoffrey vs. Kiruhura District Local Government, HCMA No. 193 of 2011*; it was held that where a judicial or administrative body in exercise of its judicial or quasi - judicial power makes a decision affecting the rights of a person contrary to the principles of natural justice, that decision cannot be left to stand. I would say the same of the 5th defendant’s decision to cancel the plaintiff’s registration.

400 *Exhibits P.15 and P.16* on court record are letters dated 19/6/2013, and 16/10/2013 respectively that were written by lawyers of the plaintiff to 5th defendant. The plaintiff sought to inquire from the 5th defendant about her actions in respect to the plaintiff’s certificate of title. There is no record of her response to the said lawyers. The 5th defendant cancelled the plaintiff’s title on 4/6/2013, under *Instrument KLA 566962* and registered the names of Kezironi Nsubuga using the same instrument number. That same day, she registered the 1st – 3rd defendants vide *Instrument KLA 566963* on the title as proprietor by virtue of Letters of Administration for the estate of Kezironi Nsubuga. Clearly, the 5th defendant took all these actions contrary the spirit and letter of Section 91(9) (10) and (11) of the Land Act (as amended). For ease of reference I quote the provisions fully below;

405 ***“(9) The registrar shall communicate his or her decision in writing to the parties and the committee.***

410 ***(10) Any party aggrieved by a decision or action of the registrar under this section may appeal to the district land tribunal within sixty days after the decision was communicated to that party.***

(11) Where the registrar has cancelled a certificate of title or an entry in the Register Book, a party in whose favour the cancellation is made shall not transfer the title until the expiry of the time within which an appeal may be lodged; and where an appeal is

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lodged against the cancellation, he or she shall not transfer the title until the determination of the appeal.”(Underlined for emphasis)

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In the instant case, under *Annexure SK.3* of her sworn witness statement, it shows that the 5th defendant effected transfer of Plot 174 to one Nurdin Batte on 30/7/2013, under *Instrument KLA 568147*, and Plot 173 to the 4th defendant under *Instrument KLA 567927* on 23/7/2013. The dates of transfer to the respective transferees in relation to the date the plaintiff’s registration was cancelled are very important. There is no evidence whatsoever that the 5th defendant communicated her decision to the plaintiff as the affected party as required by the mandatory provisions of Section 91(9) (*supra*).

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Also from the record, the 1st – 3rd defendants in whose favor the cancellation was made transferred the suit land to a third party contrary to provision of subsection(11)(*supra*) before the expiry of the time within which an appeal may be lodged; which is sixty days as provided under subsection (10) (*supra*). This invariably renders the actions of the 1st – 3rd, and 5th defendant illegal and hence the respective transfers to the respective transferees are void *ab initio*.

430

As regards the allegations of the fraud against the 4th defendant in paragraph 17(c) of the plaint, it is averred therein that it caused itself to be registered as proprietor of Plot 173 while well aware that the land was occupied by the plaintiff, and without ever ascertaining his interest therein. Further, that the 4th defendant never obtained a transfer form from the plaintiff.

435

The plaintiff adduced evidence showing that he was in possession and physical occupation of the suit land. That he cultivated crops, planted trees, and built wall fence around the whole of the suit land. He also had a house thereon and one John Kisegende was a caretaker of the suit land on behalf of the plaintiff. Further, that the caretaker died in January, 2013. This evidence was corroborated by testimonies of PW5, Hajat Sarah Sebunya, DW6, Mariam Nakabugo, and DW8, Lubega Swalleh. They all confirmed that John Kisegende died in January, 2013.

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For his part, DW3 Bob Kanabi, the director of the 4th defendant company stated that he personally visited the suit land several times and that on one such visit on 7/6/2013 he was accompanied by brokers and the 1st defendant. That on the third visit he went with one Innocent Mutabaruka his partner in the company. That the suit land was fenced with a brick wall fence

445 which enclosed both Plots 173 and 174. That they also found a two - roomed house in the enclosure occupied by one John Kisegende who told DW3 that he was a caretaker of the suit land on behalf of the family of Kezironi Nsubuga. DW3 got interested in both plots, but that he was told that Plot 174 had already been sold to Nurdin Batte who was nevertheless willing to sell it. That on that occasion DW3 walked entire length of the suit land, but he never came across any person other than John Kisegende whose name he did not know until when this case was filed in court. DW3 stated that he never asked the person he found on the suit land his name or talked to
450 him. That DW3 was told by his brother of the man's name.

After carefully evaluating the evidence on this point as a whole, it emerges quite distinctively that DW3 deliberately told lies to court or simply concealed the truth. It is on the firm evidence of PW4 Tereza Nampa, DW5 Hajat Sarah Sebunya, DW3 the 1st defendant, and DW6 Mariam Nakabugo that John Kisegende the caretaker of the suit land died way back in January, 2013.
455 Therefore, there was no way the DW3 could have seen or spoken with John Kisegende on the suit land on 7/6/2013.

DW3 further told lies that John Kisegende told him that he was the caretaker for the family of Kezironi Mukasa. Noting this lie of DW3, Counsel for the 4th defendant attempted to argue that it could have been a falsehood but that it was no evidence of fraud on part of the 4th defendant.
460 With great respect to Counsel, this was not an innocent lie as it goes to show that the 4th defendant entered into the transaction in respect of the suit land while aware of all material facts surrounding its ownership. It the reason as to why DW3 vainly attempted to put words in the mouth of a dead man John Kisegende by mentioning the name "Kezironi Nsubuga" to give the appearance that indeed the suit land had to do with Kezironi Nsubuga and that it was John
465 Kisegende who told him so. Far from that, the falsehood only served to show that the DW3 knew of the fraud and took advantage of it by actively participating in it. Therefore, the 4th defendant for whose benefit DW3 was acting does not qualify as a bona fide purchaser for value without notice of the fraud

In the case of *Amratlal Purshottam Bhimji & Another vs. Gian Singh Bhabhra & 3 others*,
470 *HCCS No. 239 of 2009* it was held that;

“A bona fide purchaser is one who buys property for value without notice of another’s claim to the property and without actual or constructive notice of any defects in or infirmities, claims, or equities against the seller’s title; one who has in good faith paid valuable consideration for property without notice of prior adverse claims.”

475 Clearly for one to fit the definition of a *bona fide* purchaser, he or she must have done all that is reasonably possible and necessary in his or her power to find out about all material facts pertaining to property before he or she could commit him or herself to purchase the same. To be a *bona fide* purchaser one must have done due diligence and exercised caution before entering into a transaction of the nature that would ultimately be binding upon him or her.

480 It is also now settled that a purchaser has the duty to do proper and diligent search on the land the subject of the purchase; not only by searching the register but to conduct a physical visit and inquire from the occupants as to what their interest is in the land and any third party claims. In the case of *Hajji Nasser Katende vs. Vathalidas Haridas & Co. Ltd. CACA No. 84 of 2003*, it was held, inter alia, that;

485 ***“... Lands are not vegetables that are brought from unknown sellers. Lands are valuable properties and buyers are expected to make through investigations not only of the land but also to the seller before purchase.”***

On the strength of these authorities, in light of the evidence adduced on this issue by the parties, court is left in no doubt that the 4th defendant’s director (DW3) was acutely alive to the duty as a potential buyer to physically visit the suit land and inquire from the occupants. Apparently he either did not visit the land, or if he did at all, he did not inquire from the occupant one Tereza Nampa (PW4) who was the caretaker at the time for fear of knowing the truth. By that time, John Kisegende had long died.

495 Also to take into consideration is the evidence that the suit land had visible physical developments, a two-roomed house, trees, and wall fence. All these should have put the 4th defendant on notice that the land was in occupation and possession of persons other than the purported vendor. If the 4th defendant had done proper due diligence, he would have inevitably found out about the plaintiff’s interest in the land. The 4th defendant did not and hence fails to

500 meet the test as a bona fide purchaser for value without notice of the fraud. In the case of *Nabanoba Desiranta & Another vs. Kayiwa Joseph & Another, HCCS No. 496 of 2005*, Opio Aweri J (as he then was) quoting the case of *Uganda Posts & Telecommunications Corporation vs. Abraham Katumba [1997]IV KALR 103*, held that as the law stands a person who purchases an estate which he knows to be in occupation of another person other than the vendor is not a bona fide purchaser without notice. Further relying on the case of *Taylor vs. Stibbert [1803 –*
505 *13] ALL ER 432*, the learned Judge held that the defendant failed to make reasonable inquiries of the persons in possession and as such his ignorance or negligence formed particulars of fraud.

The manner in which the payments of the purchase price for the suit land were allegedly disbursed by the 4th defendant also leaves no doubt that fraud was involved. According to DW3 the director of the 4th defendant company, the purchase price for Plot 173 was UGX.1.2 billion.
510 He attached as proof *Exhibit D4* which is a sales agreement dated 10/6/2013. For Plot 174, DW3 stated that he paid UGX 1.8 billion, and as proof attached *Exhibit D.7* also a sales agreement of 24/06/2013. The total purchase price for both plots is therefore UGX 3 billion. DW3 stated that he paid the 1st - 3rd defendants in cash UGX 1.2 billion at a meeting in town in Kampala on 10/10/13 and that the vendors had no bank accounts. Further, that he paid UGX1.8 billion in cash
515 to Nurdin Batte the owner of Plot 174 who had a certificate of title not yet transferred.

However, this evidence was contradicted by the 1st defendant that he was paid UGX 1 billion in cash in Stanbic Bank by Nurdin Batte in presence of the 2nd and 3rd defendants. The 1st defendant also stated that he did not know how many plots they sold to Nurdin Batte or for how much they sold the land to the 4th defendant, but that it was like UGX 1 billion.

520 For his part the 3rd defendant denied ever selling any land to anyone but stated that it was his brother the 1st defendant who sold, and that UGX 2 billion was paid to one Ephraim Musoke, a relative of theirs by persons he could not recall. The 3rd defendant further stated that they received a total of UGX 2 billion all at once and that he has never received any money from Nurdin Batte, and also that he does not know (DW3) Kanabi Bob. The 3rd defendant stated that
525 he has never gone to offices of the 4th defendant.

Counsel for the 4th defendant tried in vain to down - play the contradictions and inconsistencies as minor, and that they are not evidence of fraud to impeach the 4th defendant title. With due

530 respect, the contradictions and inconsistencies are grave. They point to deliberate falsehoods. It is not even possible to tell whether the 4th defendant's director ever paid the UGX 3 billion to the 1st – 3rd defendant. It is also worsened by 1st defendant's version that the 1st – 3rd defendant shared money, but that he got only UGX 60 million out of the whole purchase price of UGX 3 billion. The 1st defendant further claimed that he used part of the UGX 60 million, to buy titled land in Mukono but he could not produce any sale agreement or title which he claimed he was in possession of even when he was given time to produce them.

535 In the case of *Alfred Tajar vs. Uganda [1969] EACA Cr. Appeal No. 167 1969* it was held that;

540 ***“...the principle that a witness or witnesses whose evidence by itself or with others are grossly tainted with grave contradictions or inconsistencies unless satisfactorily explained their evidence may be rejected. That being the case even evidence tainted with minor contradictions or inconsistencies which point to deliberate falsehood may also be rejected.”***

Similarly in the instant case, because of the gravity of the contradictions, it cannot be known that any consideration ever passed between the 4th defendant and the 1st – 3rd defendants. This fortifies the earlier opinion of court of a fraudulent scheme contrived by the defendants acting in concert to defraud the plaintiff of his land.

545 Mr. Walubiri in his submissions raised the issue that the 4th defendant is a non-citizen, and as such is prohibited under Article 237 (2) of the Constitution and Section 40 (7) Land Act from holding the suit land which is a mailo. Counsel pointed out that under *Exhibit P8* the Memorandum and Articles of Association of the 4th defendant company, there is no restriction of transfer of shares to non-citizens which renders the 4th defendant under the law a non - citizen.

550 In reply counsel for the 4th defendant submitted that the 4th defendant being non - citizen does not amount to fraud, and that the Articles and Memorandum of Association have since been amended to reflect the restriction on transfer of shares to non-citizens.

555 Article 237 (2) (c) of the Constitution provides that non-citizens may acquire leases. Section 40 (7) (e) of the Land Act(supra) defines a non-citizen to mean a company incorporated in Uganda

whose Articles of Association do not contain a provision restricting transfer or issue of shares to non- citizens. The 4th defendant's director (DW3) in his evidence stated that the company deals in real estate buying and selling land and that it has never amended its Memorandum and Articles of Association (M&A) *Exhibit P18*.

560 Paragraphs 5 to 16 of *Exhibit P18* in respect of transfer and transmission of shares have no provision on restriction on transfer and transmission of shares. It means that the 4th defendant company is construed under the law as a non-citizen, and therefore cannot hold title in respect of the suit land which is mailo land. Much as this may not *par se* be evidence of fraud, the registration of the 4th defendant on the suit land which is restricted by law without doubt
565 constitutes an illegality.

As was held in *Makula International vs. His Eminence Cardinal Nsubuga CACA No. 4 of 1981*, an illegality once brought to the attention of court cannot be condoned as it supersedes all other facts including pleadings and admissions. It cannot be left to stand. The 1st – 4th defendants at various stages mentioned got registered as proprietors on the suit land illegally and through
570 fraud. Issue No.1 is answered in the affirmative.

Issue No. 2: Whether the plaintiff's late father Isa Kiwe Sebunya had a lawful interest in the suit land that he could have passed on his son, the plaintiff.

The particular issue presupposes the existence of a claim against the plaintiff by the defendants. The pleadings, however, do not reflect the defendants' counterclaim. Mr. Motovu submitted that
575 since the 1st – 3rd defendants sought no remedies against the plaintiff, their allegations could be proved as a defence and that the plaintiff was on notice of the fraud against him from the averments in the written statement of defence.

Order 8 r.7 CPR provides that;

580 ***“Where a defendant seeks to rely upon any ground as supporting a right of counterclaim, he or she shall, in his or her statement of defence, state specifically that he or she does so by way of counterclaim.”***

585 Sub rule (8) (supra) provides the format a counterclaim should take after. Since the plaintiff's pleadings are premised on his claim that he is the lawful owner of the suit land, and that his registration was cancelled illegally and through fraud of the defendants, he was under no duty to prove the negative that he did not get registered through fraud.

590 The above notwithstanding, the plaintiff duly discharged the burden on him by showing that his and his father's registration were properly and lawfully done devoid of any illegality or the alleged conspiracy. He effectively rebutted the allegations of forgery of the mutation form. He dispelled the allegations that the transaction between Kezironi Nsubuga and the plaintiff's father was a loan and not a sale. The 1st - 3rd defendants' allegation that there was no transfer form on Lands Office records showing how the land was transferred from Isa Kiwe Sebunya to the plaintiff was also found to be self - defeating. DW11, Yusuf Kakelewe from the Land Office stated that the plaintiff was duly registered as proprietor of the suit land and that his registration was duly endorsed by one Byamugisha a Registrar of Title. Further, that it is not the 595 duty/responsibility of a transferee to keep the registration instrument. That in the event that the transfer instrument was missing, that responsibility squarely lies with the office of titles and not the transferee.

600 It is noted that the testimony of DW11 merely reechoed the position of the law as was stated in ***Kampala Bottlers Ltd vs. Damanico (U) Ltd., SC CA No. 22 of 1992.*** One of the issues in that case was whether there was a proper KCC Minute upon which a lease was extended, prepared and duly executed. It was held that since the respondent therein was not guilty of any fraud, it was not responsible for quoting the wrong or nonexistent minute on the executed lease. Further, that once the transfer was registered, the loss of the minute was no longer the respondent's responsibility.

605 Similarly in the instant case, even if there was no transfer form on Lands Office records showing how the plaintiff's father transferred the suit land to the plaintiff, the plaintiff's father would be the only person with the locus to raise such an issue. DW11 the Registrar of Titles confirmed that there has never been any complaint by Isa Kiwe Jumbe in that regard. Therefore, the 1st - 3rd 610 defendants have no locus to impeach the plaintiff's title on account of a missing transfer form on the Land Office file transferring the suit land from his father to the plaintiff.

615 The plaintiff further adduced evidence showing that his late father lawfully owned the suit lands at Kyanja and had a house thereon where his family lived until mid-1980s. This was corroborated by PW2, Zake Lawrence Babumba, PW3, Fredrick John William Musisi, and PW5, Hajat Sarah Sebunya. Worthy of note is that this particular piece of evidence was not specifically rebutted by the defendants who led no evidence to show that the family of the late Kezironi Nsubuga occupied and possessed the suit land after 1967. Only DW8 Lubega Swalleh testified that the suit land initially belonged to Kezironi Nsubuga, and that later Isa Sebunya and his family occupied it in 1971 until the 1980s. The evidence of DW4 Mukuye Isaac, and DW7 Manisur Kato, was merely hearsay evidence on the issue since neither of them ever witnessed their grandfather Kezironi Nsubuga in occupation of the suit land. The testimony of DW8, Lubega Swalleh was only to the effect that Kezironi Nsubuga bought a Kibanja on Dr. Bossa's land that was occupied by his wife Lucy. This was corroborated by the testimony of PW2. In essence it confirms that the Kezironi Nsubuga never occupied the suit after it was acquired and occupied by the family Isa Kiwe Sebunya.

625 The plaintiff also adduced evidence of PW2, Zake Lawrence Babumba, PW3 Fredrick John William Musisi, PW4, Tereza Nampa, and PW5, Hajat Sarah Sebunya, showing that he has been in occupation and possession of the suit land through the late John Kisegende and one Tereza Nampa at different times. All these witnesses confirmed that they saw John Kisegende being brought on the suit land by Isa Kiwe Sebunya in the 1980s. This is in sharp contrast to the evidence of DW4, Mukuye Isaac, DW5, Kisomose Philip Kizito Adam, and DW6, Nakabugo Mariam that the late John Kisegende was brought onto the suit land by Kezironi Nsubuga, since none of them was a direct witnesses on that particular fact in issue, which renders their evidence hearsay.

635 The plaintiff also adduced in evidence of various correspondences-emails in *Exhibit P.12* between himself and PW5 Hajat Sarah Sebunya showing that when John Kisegende died, the plaintiff on whose behalf he was a caretaker authorized that he should be buried on the suit land. All the plaintiff's witnesses and some for the defendants corroborated the fact that John Kisegende was buried on the suit land in January, 2013.

640 In addition, the plaintiff adduced evidence of the mutation form *Exhibit P.8* under which Plot 33 then comprised in MRV 970 Folio 6 was subdivided by the then registered proprietor Kezironi Nsubuga into Plots 173 and 174. DW11 from the office of the Registrar of Titles stated that Plot 33 was subdivided into Plots 173 and 174, and that it is the owner of land who usually requests and signs the mutation form. The plaintiff also adduced in evidence *Exhibit P.9 and P.10* the transfer forms in favor of Isa Kiwe Sebunya. This too was corroborated by DW9 Joseph Mbiito
645 Tumwesigye, a retired Senior Photographer in Lands & Surveys Department, Entebbe, that the microfilm showed that 4 acres were transferred to Isa Kiwe Sebunya, and that the certificates of title *Exhibits P1, P2, P3 and P4* show that the suit land was transferred by Isa Kiwe Sebunya to the plaintiff. The evidence of DW.10 Kataswa Mohammed, a Cartographer at KCCA, was not relevant to the fact in issue since it only showed the current status of the suit land, but was
650 missing out on the history.

On the historical background of the titles, DW11 Yusuf Kakelewe testified that when titles were converted from “MRV” to “Block and Plot” system, their office only produced active instruments, which is mandate and discretion of the 5th defendant. This means that any failure or omission to reflect the name of Kezironi Nsubuga on the titles after the suit land was changed
655 from “MRV” to “Block and Plot” system could not be faulted on the plaintiff and his predecessor in title nor would it be evidence of fraud on part of the plaintiff or his father. Issue No. 2 is answered in the affirmative.

660 ***Issue No.3: What reliefs are available to the parties?***

Having found that the acts of the defendants of causing the suit land to be registered first in the names of Kezironi Nsubuga, then transferred to the 1st - 3rd defendants, and later to the 4th defendant were illegal and fraudulent, the registration of the 1st – 3rd defendant on the titles and the registration of the of the 4th defendant on the titles is nullified on account of the fraud and
665 illegality. The Registrar of Titles is ordered to cancel the names of the 1st - 4th defendant on the

certificates of title for the suit land. The Registrar of Titles is also ordered to reinstate the names of the plaintiff as registered proprietor of the suit lands and the register be rectified accordingly.

The plaintiff prayed for general damages. In the case of *Takiya Kashwahiri & A' nor v. Kajungu Denis, CACA No. 85 of 2011*, the award of general damages should be based on evidence adduced by the party claiming the same. In this case, the plaintiff did not adduce evidence as to what damages he suffered for which he prays for a recompense. Without such evidence, court would be reluctant to award the same as it has no basis for such an award.

On the issue of costs, Section 27(2) CPA provides that costs are awarded at the discretion of court and shall follow the event unless for some good reasons the court directs otherwise. In the instant case, the plaintiff has succeeded on all the issues, and there is no compelling and justifiable reason to deny him costs of the suit. The plaintiff is accordingly awarded costs of this suit. Accordingly, it hereby declared and ordered as follows;

1. ***The plaintiff is the lawful proprietor of land comprised in Kyadondo Block 195, Plots 173 and 174 land at Kyanja, Nakawa Division, Kampala.***
2. ***An order doth issue directing the Commissioner for Land Registration to cancel the registration of the 1st - 3rd defendants as proprietors of the suit land.***
3. ***An order doth issue directing the Commissioner for Land Registration to cancel the registration of the 4th defendant as proprietor of the suit land.***
4. ***An order doth issue directing the Commissioner for Land Registration to reinstate the plaintiff as registered proprietor of the suit land. An order of a permanent injunction doth issue restraining the 1st – 4th defendants whether by themselves, their agents or workmen from trespassing on the suit land, evicting the plaintiff therefrom, creating any registerable interest or other dealings in respect of the suit land or otherwise alienating or interfering with the plaintiff's possession, use and registration of the suit land.***
5. ***An order doth issue restraining the 5th defendant from alienating or registering any dealings whatsoever other than those created by or in favor of the plaintiff in respect of the suit land.***
6. ***The plaintiff is awarded costs of the suit.***

695

BASHAIJA K. ANDREW

JUDGE

19/12/2016

Mr. Bernard Bamwine holding brief for Mr. Peter Walubiri Counsel for the plaintiff present.

Mr. Mugabe Moses Counsel for the 1st -3rd defendants present.

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Counsel for the 4th defendant absent.

1st defendant present

Plaintiff's representatives present.

Mr. G. Tumwikirize – Court Clerk present in court

Court: Judgment is read in open court.

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BASHAIJA K. ANDREW

JUDGE

19/12/2016