THE REPUBLIC OF UGANDA

IN THE COURT OF APPEAL OF UGANDA AT KAMPALA

(Coram: Dr. Asa Mugenyi, Musa Ssekaana, Stella Alibateese JJA)

CIVIL APPEAL NO.34 OF 2017

ISRAEL MAYENGO::APPELLANT

VERSUS

JOHN LWALANDA:: RESPONDENT

(***Appeal from the Judgement and Decree of Hon Lady Justice Eva K. Luswata dated 30th September 2016 at Land Division of the High Court in Civil Suit No. 271 of 2009 at Kampala)***

JUDGMENT OF HON. JUSTICE MUSA SSEKAANA JA.

Introduction

The respondent brought this suit in the high court against the appellant seeking specific performance, general damages and costs of the suit arising out of an oral agreement entered into with the defendant/appellant for sale of half an acre of land, comprised in Kyadondo Block 244 Plot 2611 at Muyenga.

The high court entered judgement in favor of the respondent and the appellant, being dissatisfied with the said decision lodged this appeal in this honorable court.

Background

The facts as can be deduced from the judgement of the High Court are that the respondent and appellant entered into an agreement for sale of land measuring half an acre comprised in Kyadondo Block 244 Plot 2611 at Muyenga Kampala District.

That the agreed purchase price according to the respondent was Ug. shs.110,000,000/= and an exchange of land valued at Ug.shs.60,000,000/=

at Bukasa together with other conditions to be fulfilled by the respondent. The respondent made a part payment of Ug.shs.50,000,000/= to the appellant and also gave him the certificate of title of his land in Bukasa.

That in turn, the appellant handed over to the respondent both the Certificate of title to the suit land and a signed mutation form, to facilitate the sub division of the suit land into two plots. The appellant declined to receive the outstanding balance when it was offered as well as to sign transfer forms for the respondent, hence the suit in the trial court.

In his defense, the appellant denied the contract for sale of land, contending that the sale price quoted was only a negotiating figure. That the draft agreement was still open to negotiation and that the land the respondent offered in Bukasa was unacceptable and not solicited for. That the mutation of the suit land was done prematurely and that he was prepared to refund any consideration paid towards the purchase price.

The trial court held that there was a valid contract of land between the appellant and the respondent for land comprised in Kyadondo Block 244 Plot 2611. That this was so because, the appellant received Ug.shs.50,000,000/= from the Respondent and more money from the respondent when he was travelling to the USA and also received the draft sale agreement. The court stated that although the appellant claims to have had issues with the said agreement, he at no point brought the same to the attention of the respondent.

The High Court noted that the appellant received cash payment from the respondent on different occasions. First to pay for an airline ticket for him and his wife worth Ug.shs.10,000,000/= and USD3,000. The judge concluded that since the appellant did not offer any explanation as to what the payments were meant for, it was reasonable to conclude that the same were made towards the purchase price.

The High court further stated that beyond receiving payments, the conduct of the appellant could only be interpreted as that of one

conducting a sale transaction. That his actions of signing mutation form, availing the mother title to the respondent for purposes of subdivision, receiving the respondent's title for land at Bukasa were all consistent with a person conducting a sale of land transaction.

That there was part performance of the contract by both parties. The Respondent by making part payment and the Appellant by accepting that payment and handing over the certificate of title and other documents to the respondent for certain terms of the oral agreement to be affected.

The High court further found that the appellant had breached the said agreement when he declined to receive payments, or surrender legal possession and ownership to the respondent by signing transfer forms in respect of plot 7781which is the portion of 0.5 acres which the respondent purchased.

The High Court entered judgment in favor of the respondent and ordered that;

1. *The appellant shall sign transfer form in respect of Block 244 plot 7781 at Muyenga before a qualified witness when it is presented to him for that purpose at the point of, or after the following events.*
    a) *Payment by the Respondent of Ug.shs.78,890,000/= in or bank draft representing the balance cash of the purchase price.*
    b) *The respondent shall at the same time as making the above payment, handover to the appellant the duplicate certificate of title in respect of Block 244 Plot 7780 at Muyenga.*
    c) *If he has not yet done so, the respondent shall at the same time sign transfer forms in favor of the appellant in respect of Kyadondo Block 246 Plot 1562 at Bukasa.*

2. *That appellant shall immediately after receipt of the balance of the purchase price remove any wall or other obstacle preventing the respondent from free access into and out of Block 244 Plot 7781 at Muyenga.*
3. *The appellant shall pay the respondent general damages of Ug.shs.10,000,000/= on account of his breach of the contract.*
4. *The appellant to pay costs of the suit.*

The appellant dissatisfied with the above decision lodged an appeal in this Honorable court on the following grounds:

1. *That the learned trial Judge erred in law and fact when she held that there was a contract between the parties.*

2. *The learned trial Judge erred in law and fact when she held that there was part performance.*

3. *The learned trial Judge erred in law and fact when she relied on authorities that were inapplicable to the suit.*

4. *The learned trial Judge erred in law and fact in awarding the remedy of specific performance contrary to binding judicial precedent.*

5. *The learned trial Judge erred in law and fact when she failed to properly evaluate the evidence and thus came to a wrong conclusion.*

The appellant proposed that this Honorable court;

1. Allows the appeal
2. Set aside the judgment and decree with costs.

Representation

When the appeal came up for hearing, the appellant was represented by *Counsel Mudde John Bosco* while the respondent was represented by *Counsel Moses Opio.*

Both parties filed conferencing notes which were adopted as their submissions.

Submissions

Counsel for the appellant submitted on ground 1 and 2 that there was no contract between the parties and that there was no part performance of the same. That written evidence of sale of land is necessary for purposes of enforceability. That payment in whole or in part of the purchase price is not an act of part performance which entitles the purchaser to enforce a parole

contract. He quoted the case of **Stanley Beinababo vs Abaho Tumushabe Civil Appeal No.11 of 1995** for that position.

That the respondent does not satisfy the requirements of part performance in that he admits to not having possession of the suit land. That the position of the law on oral contracts of sale of land is that payment in whole or in part of the purchase price does not amount to part performance.

Counsel for the appellant further submitted that there was no *consensus ad idem* in respect of the consideration for the intended purchase or sale. That it was not clear whether the respondent had to pay Ug.shs.120,000,00/= or Ug.shs.110,000,000/=. Whether the respondent was in addition to offer two acres of land at Nalusuga Kasangati or Bukasa Muyenga, whether the respondent was to build a retaining wall in front of the appellant's house or behind it, whether the respondent was to fill the depression in the access road to the appellant's house with gravel or not.

That the learned trial Judge erroneously referred to the sub division that took place as evidence of part performance. That according to Exhibit p1, the appellant handed over the certificate of title to the respondent for purposes of contacting the lands office to find a new white page, present a release of mortgage papers and to effect sub divisions of plot 2611 into two parts.

On grounds 3 and 5

Whether the learned trial Judge erred in law and fact when she relied on authorities that were inapplicable to the suit?

Whether the learned trial Judge erred in law and fact when she failed to properly evaluate the evidence and thus came to a wrong conclusion?

Counsel for the appellant submitted that the learned trial Judge at page 159 lines 15-25 of the record of proceedings relied on the authority of **Lysaght vs Edwards (1876)2 CHD 449** which stated that the existence of a valid contract was sufficient to entitle the purchaser to an immediate equitable interest in the land sold. Counsel further relied on **HM Kadingidi vs Essence Alphonse HCCS 289 of 1986** where court held that among others,

"from the date of contract, the purchaser becomes the owner in the eye of equity.

Counsel for the appellant submitted that the above authorities only apply where there is a valid and definite contract. These were not applicable to the present case where there was no written contract of sale and the terms themselves were un clear.

Counsel submitted that the trial judge failed to properly evaluate the evidence on record and thus reached a wrong decision that a valid sale of land contract existed and the appellant was in breach thereof.

On ground 4, that the learned trial Judge erred in law and fact in awarding the remedy of specific performance contrary to binding judicial precedent.

Counsel for the appellant submitted that court cannot grant the remedy of specific performance of a clearly nonexistent contract document between the parties or force parties to accept terms in circumstances like this where there is clear absence of *consensus ad idem* between the parties. That for a contract to be specifically enforceable, it should be one which was properly evidenced in writing, specific performance would then be granted by equity. That specific performance should not be granted where it would occasion hardship to the person against whom the claim is made. That in the instant case, the best remedy would have been *restitutio in integrum.*

Counsel for the appellant concluded by inviting this Honorable court to allow the appeal, set aside the judgement of the lower court and replace its orders with an order for *restitutio in integrum.* Counsel also invited court to find that the absence of a written contract in the instant case created ambiguity of the proposed terms hence making specific enforceability impossible without causing hardship to either party.

On the other hand, counsel for the respondent argued grounds 1,2 and 5 together and he submitted that the learned trial Judge properly evaluated the evidence on record and arrived at the right conclusion that there was a valid and binding contract between the parties which was partly performed between the appellant.

That the conduct of parties even in absence of a written contract, which the trial judge ably appreciated, showed an existing contract which was partly performed.

That from the record, counsel for the respondent submitted, the appellant received money and continued to receive money as part consideration for the suit land even after filing Civil Suit No.271 of 2009. That from the record, PW1 -John Lwalanda testified that the appellant informed him that he was selling the suit land and that his wife was sick. That the respondent sent money to the appellant directly and even through third parties on several occasions. That this was evidence of existence of a contract that was partly performed by the parties. That the court properly evaluated the evidence in reaching this decision.

Counsel for the respondent further submitted that on page 138 of the Record of appeal, DW2 in cross examination admitted to receive and acknowledge money from the respondent on the appellant's behalf. That the trial Judge was right to hold that since the appellant did not give any explanation for why he was receiving money from the respondent, it was reasonable to conclude that he was receiving payment of the purchase price.

Counsel for the respondent further submitted that the respondent instructed a surveyor to carry out sub division of the appellant's land so that the land could be divided into two plots belonging to the appellant and the respondent respectively. That this was all part of the transaction. That the appellant was active in this entire process and even signed a mutation form Exh P2 which led to sub division into the two plots.

That the surveyor PW2 in fact stated that he did the survey in presence of both parties. That the trial Judge was hence right in holding that the appellant's conduct of signing mutation form and also authoring a letter requesting a substitute page Exh P4 shows that the appellant was in pursuance of a transaction and that his conduct was that of a person conducting a sale. That this was proper evaluation of evidence by the court reaching its decision that there was part performance of a valid contract between the Appellant and the Respondent.

That the court was also right when it decided that there was part performance of the contract by the respondent. That at page 110 of the record, the respondent who was PW1 gave evidence that he had possession of the suit land initially but that the neighbor connived with the appellant and they built a retaining wall blocking the respondent from accessing the suit land. Counsel cited ***Issak Semakula and anor vs William Setimba (Civil App.no.05 of 2013)*** where court held that if a buyer gives part payment and takes possession of the suit land, the buyer acquires equitable interest in the suit land even though a detailed agreement between the buyer and seller is not made.

That the court relied on the evidence on record to find that the respondent had possession at one point before being interrupted by the appellant. That the court also stated that the court's decisions have not been consistent on the requirement of possession and therefore it cannot solely be advanced as an argument against part performance.

Counsel concluded on these 3 issues by stating that the learned Trial Judge properly evaluated the evidence on record and made a correct decision that there was a binding contract which was partly performed.

Whether the learned trial judge erred in law and fact when she relied on authorities that were inapplicable in the suit?

Counsel for the respondent submitted that the learned trial Judge relied on authorities applicable to the suit and thus arrived at the right conclusion. Counsel for the appellant had earlier submitted that the trial Judge relied on cases related to valid contracts whereas in the current case, there was no valid contract.

Counsel for the respondent submitted that the learned Judge first resolved the issue of whether there was a valid contact. That on this issue, she established that beyond payments, the conduct of the appellant can only be interpreted to one conducting a sale of land. That such conduct from the appellant included receiving money from the respondent on several occasions, actively participating in survey and sub division, signing the mutation form, application to be issued with a substitute page among others.

Counsel concluded on this issue by submitting that the authorities relied on highlighted the fact that the appellant's conduct not only showed a valid contract in place but also proved its part performance.

On issue 4 of whether the learned trial judge erred in law and fact when she awarded the remedy of specific performance contrary to binding judicial precedent.
Counsel for the respondent submitted that the court was right in granting the remedy of specific performance.

The respondent at pages 61 and 62 of the record prayed for specific performance on ground that he had engaged a surveyor, subdivided the land into 2 plots, paid the appellant money on different occasions even after filing his defense and was also in possession of the certificate of title.

That the trial Judge noted that the appellant had not demonstrated that he will suffer any hardship since he allowed the respondent to carry out appreciable work without any objection. That the court noted that the portion to be sold was identified, demarcated and is now Block 244 plot 7781 at Muyenga. The court noted that the respondent did not commit any fundamental breach and the facts would not entitle the appellant who was already in breach to terminate the contract.

Counsel for the respondent submitted that the respondent had spent a lot of funds in regards to the said land and an award of damages would not be an appropriate remedy. Counsel invited this court to dismiss the appeal with costs and reinstate the judgement of the lower court.

In rejoinder, counsel for the appellant submitted that there was no valid contract between the parties. That under Section 10(5) of the Contract Act 2010, a contract beyond a sum of Ug.shs.500,000/= to be enforceable has to be in writing. That there was no clarity of mind as regards consideration among other terms of the said contract.

That in cases like this where consideration was un clear, it was wrong for the court to award the remedy of specific performance as he said remedy would cause hardship to the appellant.
Counsel invited court to allow this appeal and he reiterated his earlier prayers.

Consideration and Analysis of Court

Grounds 1, 2 and 5 shall be handled and determined together because they are related.

The 1st appellate court is enjoined to re-evaluate the evidence on record and reach its own finding if indeed the decision of the lower court can stand. An appellate court should loathe interfering with or reverse findings of fact made by a trial court unless such findings are perverse.

In so doing, this court should consider the witness as produced by each party and arrive at its own findings.

Evaluation of relevant and material evidence and ascription of probative value to such evidence are the primary functions of the trial court which saw, heard and watched the demeanour of witnesses while they testified. Where the trial court unquestionably evaluates the evidence and has exhaustively appraised the facts, it is not the business of the appellate court to substitute its own views for that of the trial court. It is only where and when the trial court fails to evaluate evidence properly or at all that an appellate court can intervene and re-evaluate such evidence.

It is not sufficient for an appellant to allege that the trial court did not evaluate properly the evidence before it. The appellant must go further by pointing out the error he complains about and in addition has to convince the appellate court that if corrections of error are made, the decision of the court will not stand. See ***Oluyede v Access Bank Plc [2015] 17 NWLR (pt 1489) p. 596***

The trial judge noted that she deduced from the testimonies that there was consensus that negotiations were entered into by the parties for the sale of the suit land and that at some point, the respondent was prepared and handed over to the appellant a draft agreement but that it was never signed. The court further noted that negotiations *per se* cannot be a basis for a binding contract between the parties.

While it is true that the existence of an agreement is not merely of fact to be found by a psychological investigation of the parties at the time of its alleged origin. The law takes an objective rather than a subjective view of the existence of an agreement and so its starting point is the manifestation of mutual assent by two or more persons to one another. An agreement is not a mental state but an act, and as an act, it is a matter of inference from conduct. The parties are to be judged, not by what is in their minds, but by what they have said or written down or done.

The trial Judge noted that, the appellant received more money from the respondent when he was travelling to the USA and also received the draft sale agreement. The appellant claims to have had issues with the said agreement but he at no point brought the same to the respondent. The appellant received cash payment from the respondent on different occasions. First to pay for an airline ticket for him and his wife worth Ug.shs.10,000,000/= and USD3,000. The trial Judge concluded that since the appellant did not offer any explanation as to what the payments were meant for, it was reasonable to conclude that the same were made towards the purchase price.

The High court further stated that beyond receiving payments, the conduct of the appellant could only be interpreted as that of one conducting a sale transaction. The appellant's actions of signing mutation form, availing the mother title to the respondent for purposes of subdivision, receiving the respondent's title for land at Bukasa were all consistent with a person conducting a transaction of sale of land. Although the appellant denies being present during the survey contrary to the evidence of PW2 the surveyor, the judge found that once the appellant signed the mutation form and handed it over to the respondent, it was an equivocal action that the latter effects sub divisions on the suit land.

I agree with the findings of the trial Judge on this issue. This is so because beyond the payment of the money to the appellant which he by the way does not deny receiving, the conduct of both the appellant and the respondent was that of two persons that had agreed and indeed entered into a valid and binding contract for the sale of land.

The appellant stated that it was not contested that the said portion of land was up for sale and the same was to be curved off the suit land which measured one acre. The curving off could only be done through a mutation and survey process. This in my opinion explains why the appellant signed mutation form, the respondent engaged a surveyor PW2 and also handed over the mother title to the respondent to have the then existing encumbrances removed. I agree with the learned judge that the only way the appellant would go to such length is if he indeed sold the said land to the respondent. The appellant received a certificate of title of Bukasa with duly signed transfer forms as part of the consideration.

Where a contract is not required to be in writing then the existence and contents of such contract must be proved. The court must look at all material facts upon which the contract is based in order to ascertain what was really decided by the parties. An oral contract not reduced in writing is binding nevertheless so long as there is clear evidence as to essential terms and the actual intention of the parties. See ***Kobaku Associate v Owusu [2006] 2 MLRG 228 C.A; Stanley Bainebabo v Abaho Tumushabe C.A.C.A No. 11 of 1997***

In addition, I find that there was part performance of the said contract by both parties through their conduct. The appellant as earlier noted testified that indeed the said portion of land was up for sale. This was his evidence although he later on stated that he wrote to the respondent stating that he was no longer interested in selling the said land to him. The appellants attempt to rescind the contract was belated and in my view was an afterthought as the learned trial judge rightly found. The learned trial judge found as follows;

"In my view, there was part performance of the contract by both parties in their conduct. The plaintiff by making part payment and the defendant accepting that payment and handing over the duplicate certificate of title and other documents to the plaintiff for certain terms of the oral agreement to be effected."

In furtherance of his intention to sell the said land to the respondent, the appellant executed mutation form in regards to the said land, caused the respondent to engage a surveyor for purposes of sub division, and handed over the mother title to the respondent to have encumbrances removed.

Given the fact that the parties had earlier negotiated about selling the said land, the conduct of the appellant in regards to the said land can only be considered as part performance of his obligation under the contract.
The respondent also testified to being in possession at one point until his access was blocked by the appellant and the neighbor who built a retaining wall blocking the respondent from accessing the plot of land.

I agree with the findings of the learned trial Judge that there was part performance of the contract by both parties through their conduct and she was thorough in her evaluation of the evidence as a whole. The respondent by making part payments and the appellant by accepting those payments and handing over the duplicate certificate of title, mutation forms among other documents to the respondent. This was equally buttressed by the acceptance of the land title for Bukasa which is still in possession and authority of the appellant is testimony of a concluded contract.

Whether the trial judge erred in law and fact when she relied on authorities that were inapplicable in the suit.

An appellant should bear in mind that the duty of the appellate court is to consider whether the decision of the lower court is right and not whether its reasons for the judgment were right. Therefore, the appellate court will not interfere with the judgment appealed against which is otherwise correct merely because it is based on wrong reasons.

It is not every ground of appeal, successfully argued that results in the appeal being allowed. A ground of appeal or a point in it may succeed, but if it is not shown to have been substantial or material in the sense that it has occasioned a miscarriage of justice, the appeal will still be dismissed.

Counsel for the appellant submitted that the trial judge erred when she relied on the authority of ***Lysaght vs Edwards (1876)2 CHD 449*** which held that the existence of a valid contract was sufficient to prove an immediate equitable interest in land sold and ***H.M Kadingidi vs Essence Alphonse HCCS 289 OF 1986*** which held that from the date of contract, the purchaser becomes the owner in the eyes of equity. Counsel for the appellant submitted that the above cases applied where there is a valid contract but in this case, there was no valid and definite contract between the parties.

I respectfully disagree with the submissions of learned counsel for the appellant on the issue. From the record of proceedings, the learned trial Judge first made a finding that there was a valid contract between the parties.

It was one of the issues she first resolved in her judgement and it was from this that she made the subsequent findings. The trial Judge had found that beyond the receipt of money by the appellant, the conduct of the appellant which included receiving money from the respondent on several occasions, signing mutation form, participating in the survey among others could only be interpreted as conduct of person carrying out a sale of land agreement.

In my opinion therefore, having found that a valid contract existed between the parties, the trial judge was right to rely on the aforementioned authorities.

The court should not hear an appeal unless there is a real issue between the parties which needs to be determined. It is not sufficient that the Court of Appeal views would clarify the law or resolve abstract questions as a matter of peripheral or hypothetical interest. Once the high court has made a decision which resolves the issue between the parties, an appeal does not lie to the court of appeal for the purpose of obtaining its interpretation of the law or applying a precedent even if it would offer practical guidance for the future conduct of the parties and other persons. See ***Attorney-General v Joo Yee Construction Pte Ltd [1992] 2 SLR(R) 165; Ainsbury v Millington [1987] 1 WLR 379***

This ground therefore fails.

Whether the Learned Judge erred in law and fact when she awarded the remedy of specific performance contrary to binding precedent.

Counsel for the appellant submitted that the correct remedy ought to have been *restitutio in integrum* because according to him, specific performance would occasion undue hardship to the appellant. That the appellant had clearly stated that he was ready to refund the money earlier advanced to him by the respondent.

I disagree with this submission from counsel for the appellant. The trial Judge, having found that the appellant was in breach of the contract entered into with the respondent, was right to order specific performance.

In most contexts, land is unique and, in most transactions for its sale or conveyance, it will have some *'peculiar and special value'*. Land is regarded as physically and commercially unique. It is not easily replaced with another plot or with money *per se* a fact recognized by the courts through the remedy of specific performance of contracts involving land. See ***The Asia Star [2010] 2 SLR 1154; Ismail Jaffer Allibhai & 2 Others v Nandlal Harjivan Karia & Victoria Motors Ltd SCCA 53 of 1995.***

In contracts for sale of land, the locality, character, vicinage, soil, easements or accommodations of the land generally may give it a peculiar and special value in the eyes of the purchaser; so it cannot be replaced with by other land of the same precise value but not having the same precise local conveniences or accommodations; and, therefore a compensation in damages would not be an adequate relief. It would not attain the object desired; and it would generally frustrate the plans of the purchaser. And hence it is, that the jurisdiction of courts of equity to decree specific performance in cases in respect of sale of land.

The trial Judge noted that specific performance was meant to compel the wrong doer to carry out his contractual obligations and ensure that justice is done. She noted that damages would not be adequate compensation and the appellant had not demonstrated any hardship he will suffer if specific performance was ordered. Consequently, the learned trial Judge followed the general principle that in cases where a contract for the sale of the land has been breached, it is likely that the courts will be amenable to grant an order of specific performance as against the defaulting vendor subject of course there being no other reason why such decree ought not to be granted. See ***Semelhago v Paramadevan (1996) 136 DLR (4th) 1; Landco Albany Ltd v Fu Hao Construction Ltd 2 NZLR 174***

The learned trial Judge was justified to grant the order of specific performance on the basis that on the facts before the court, it would neither be unjust nor unequitable to deny that relief. Specific performance is an

equitable and discretionary remedy, the court must in any event, take into consideration all the circumstances of the case at hand in order to ensure that it would be just and equitable to grant the relief.

I agree with the findings of the learned Judge that, the respondent set out to purchase the suit land now demarcated and comprised in Block 244 plot 7781 at Muyenga. The said land is up to date vacant and the title is in possession of the respondent pending signing of transfer forms. If the appellant performs his part, the respondent would follow to fulfill his end of the deal. Indeed, the respondent has not committed any major breach that would entitle the appellant to terminate the contract. Specific performance is hence an appropriate remedy in the circumstances.

I therefore dismiss this appeal with costs in this court and the court below.

Dated at Kampala this ... 11th ... day of ... August ... .2025

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Musa Ssekaana
Justice of Appeal

THE REPUBLIC OF UGANDA

IN THE COURT OF APPEAL OF UGANDA AT KAMPALA

(Coram: Dr. Asa Mugenyi, Musa Ssekaana, Stella Alibateese, JJA)

CIVIL APPEAL NO. 34 OF 2017

ISREAL MAYENGO :: APPELLANT

VERSUS

JOHN LWALANDA :: RESPONDENT

JUDGMENT OF DR. ASA MUGENYI, JA

I had the benefit of reading the draft judgment by my learned colleague Hon. Musa Ssekana, JA. I agree with the reasoning and orders proposed.

Dated and delivered at Kampala this 11th day of August 2025.

Mugenyi

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DR. ASA MUGENYI

JUSTICE OF COURT OF APPEAL

THE REPUBLIC OF UGANDA
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JUDGMENT OF STELLA ALIBATEESE, JA.

I have had the benefit of reading the draft Judgment of my learned brother, Hon. Justice Musa Ssekaana, JA. I fully agree with his analysis and the orders proposed.

Dated and delivered at Kampala this 11th day of August 2025

Alibateese
Stella Alibateese
JUSTICE OF APPEAL