

THE REPUBLIC OF UGANDA
IN THE HIGH COURT OF UGANDA AT JINJA
HOLDEN AT JINJA

H.C.C.S. no. 28 OF 1990

WILLIAM TAGAYALA ::: PLAINTIFF
VERSUS
SUGAR CORPORATION OF UGANDA LTD ::: DEFENDANT
BEFORE: THE HONOURABLE JUSTICE C. M. KATO

J U D G M E N T

The plaintiff in this suit is William Tagayala trading as Tagayala Distributors. The defendant is a registered company with limited liability known as Sugar Corporation of Uganda Ltd (SCOUL). By his claim the plaintiff is asking this court to award him a total of 13,229,990/= for breach of contract together with costs of the suit with interest at the rate of 40% p.a.

The case arose out of an agreement between the plaintiff and the defendant whereby the plaintiff agreed to harvest some sugar cane for the defendant and transport the same to the factory of the defendant. It is the case for the plaintiff that he carried out his part of the agreement by harvesting the sugar canes and transporting them to the defendant's factory but in breach of their agreement the defendant decided to terminate the contract prematurely. According to the plaintiff's case the contract was supposed to last one year but was terminated only after 2 months. On the other hand the defendant's case is that the plaintiff did not carry out his part of the contract according to the agreed terms and hence the termination of the contract.

When the case came up for hearing 5 issues were framed by the parties. The 5 issues were:

1. whether or not the plaintiff ever entered into a contract with the defendant to harvest the defendant's sugar cane.

PW1 to administer the estate of Elphani Luwangwa. The respondent does not seem to have seriously disputed that fact but it must be clearly pointed out that mere granting of letters of administration did not necessarily mean that the widow was not to be challenged as to the ownership of the property which she believed formed part of the estate of her late husband. The letters of administration simply gave her the power to administer the property of her late husband subject to the right of any body who had a claim to the part of that estate. I feel this ground of appeal like the previous ones cannot be sustained.

In all these circumstances I find that this appeal cannot succeed and it is accordingly dismissed with costs to the respondent.

Before I take leave of this matter however, I would like to add my voice to that of the learned trial magistrate in his last part of the judgment where he said that the complainant should be advised to continue in the civil court from where she stopped and this decision should not be taken as confirming or disagreeing with the decision of the RC11 court that decision should be tested in the appropriate court if the complainant so wishes. This decision should not also be treated as extinguishing any right available to the complainant to seek redress against the decision of the RC11 court in any legally recognised way.

C. M. KATO

JUDGE

27/3/1995