**THE REPUBLIC OF UGANDA**

**IN THE HIGH COURT OF UGANDA HOLDEN AT FORT-PORTAL**

**HCT-CV-CS-003 OF 2003**

1. **MULEWA ISEBAHASA**
2. **YORUNIMU BALUKU**
3. **FRANCIS MAKWANO**
4. **MBUSA BETHEL**
5. **TOMASI BISHOGO**
6. **MIKAIRI MASEREKA**
7. **ANDEREA BAGASAKI**
8. **BONIFACE BWAMBALE**
9. **BWAMBALE S/o KAMBERE HERIZONI**
10. **JOHN KIBWANA ===== PLAINTIFFS**
11. **NYINABARONGO W/o MASEREKA**
12. **MASEREKA STEVEN**
13. **NYANSIYO TEMBO**
14. **NARSON KAMBIDI**
15. **BITEYO S/o MAKUHA**
16. **MUHINDO SIRIRYANA**
17. **VANISI KABUGHO**

***VERSUS***

1. **M/s WESTERN UGANDAN IMPORTERS &**

**DISTRIBUTORS LTD. ====DEFENDANTS**

1. **M/s NYAKATONZI GROWERS**

**CO-OPERATIVES UNION LTD.**

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

***JUDGMENT***

*MULEWA ISEBAHASA AND 16 OTHERS (hereinafter referred to as the “plaintiffs”)* brought this suit against *M/s.WESTERN UGANDA IMPORTERS & DISTRIBUTORS LTD., and M/s. NYAKATONZI GROWERS CO - OPERATIVE SOCIETY LTD. (hereinafter referred to as the 1st and 2nd “defendants” respectively)* seeking a declaration that the plaintiffs are the owners of land situate at Kirembe, Kamaiba, in the Kasese District *(hereinafter referred to as the “suit land”).* The suit land borders Kasese – Mbarara Road, Basaija Tibalemwa Ltd, and one Masereka, among others. The plaintiffs also seek a declaration that the title of the 1st defendant is invalid having been obtained through fraud and that it be cancelled, a declaration that the plaintiffs are free to obtain a certificate of title to their communal customary holding, that the 2nd defendant is not a bona fide purchaser for value and hence a trespasser on the suit land, an order of eviction against both defendants, general damages and interest thereon at a rate of 4% per annum from the date of filing the suit until payment in full, mesne profits, a permanent injunction against the defendants and those claiming under them from trespassing on the suit land, and costs of the suit.

The 1st defendant filed a defence with a counterclaim seeking a declaration that it is the registered proprietor of the suit land, an order of eviction and a permanent injunction restraining the plaintiffs from any further acts of trespass on the suit land, general damages, and costs of the counterclaim. The 2nd defendant also filed a defence seeking the dismissal of the plaintiffs’ suit with costs.

***Background:***

Originally in January, 2003, six plaintiffs to wit; Isebahasa Mulewa, Francis Makwano, Yorunimu Baluku, Narson Muhiwa, Petero Mukirane, and Mbafu Batulumayo, filed this suit against both defendants herein. They claimed to be part of the other customary owners of the suit land which is now comprised in LRV 1227 Folio 17 known as Busongora Block 13 Plot 1 land at Kamaiba, Muhokya, registered in the name of the 1st defendant, and LRV 3049 Folio 8 known as Busongora Block 13 Plot 9 land at Kamaiba, Muhokya, registered in the name of the 2nd defendant.

The plaintiffs contended that they own the suit land and had been in possession having acquired it since the 1940s. They alleged that the 1st defendant fraudulently acquired a leasehold title over the suit land and later in 2002 also fraudulently sold part of it to the 2nd defendant. The plaintiffs thus sought the remedies stated

above.

Subsequently in 2011, the six plaintiffs amended their plaint and included an additional 14 plaintiffs. However, by the time of hearing this suit, two of the plaintiffs were reportedly dead including Mbafu Batulumayo, and another Muhiwa Narson was dropped by the plaintiffs’ Counsel from the case.

The remaining plaintiffs were represented by Mr. Nyamutale Peter and Mr. Mugisa Rwakatooke both of *M/s. Nyamutale & Co. Advocates.* The 1st defendant was represented by Mr. David Bwambale of *M/s. Tropical Law Advocates*, while the 2nd defendant was represented by Mr. Cosma Kateeba of *M/s. KRK Advocates.* The Counsel filed written submissions to argue the case, and I must thank them for their well researched arguments. Their submissions are on court record and I need not to reproduce them in detail. I will only make specific reference to them in course of this judgment where the occasion arises.

To prove their respective cases, the plaintiffs adduced evidence of nine witnesses, the 1st defendant four witnesses, and the 2nd defendant one witness. The respective evidence is also on court record and I will not reproduce it in detail to avoid repetition when evaluating the same.

Counsel for the parties filed a joint scheduling memorandum and agreed on the following issues for determination;

1. ***Whether the plaintiffs have any interest in the suit land.***
2. ***Whether the 1stdefendant obtained the lease and certificate of title over the suit land fraudulently and/or unlawfully.***
3. ***Whether the sale of part of the suit land by the 1st defendant to the 2nd defendant was fraudulent and/or unlawful.***
4. ***What are the remedies available to the parties?***

I will resolve the issues in the same order they were framed and argued by Counsel for the parties.

***Issue No.1: Whether the plaintiffs have any interest in the suit land.***

Through their pleadings and respective testimonies, the plaintiffs who testified claim a customary interest as customary tenants on the suit land. They premise their claim largely on their alleged continuous occupation and use of the suit land for a very long time dating back to the 1940s. By their evidence, the plaintiffs variously stated that they have built houses, planted seasonal crops, and grown forests and buried their relatives on the suit land.

On the other hand, the 1stdefendant claims a legal interest as registered proprietor of the suit land described as LRV 1227 Folio 17 Block 13 Plot1 land at Kamaiba, Muhokya. The 1st defendant contends that it was granted the lease over the whole of the suit land on 14th February, 1983, by the then controlling authority, the Uganda Land Commission. The 1stdefendant thus denies having obtained registration through fraud, and maintains that it lawfully acquired the title following all the due processes of acquiring a lease on public land.

The 1st defendant further averred that it has been in occupation since 1980 when it set up a farm for livestock and used part of the suit land for cultivation mainly cotton growing. Further, that it enjoyed quiet possession until 1996 when one Zowe Muhindo, the 2nd Yorunimu Baluku, and the 3rdplaintiff Francis Makwano started claiming part of the suit land which had distinctive demarcations of “oruyenje” trees had planted by the 1st defendant’s agents. Thus in its counterclaim the 1st defendant contends that some of the plaintiffs are trespassers, while others are simply not even in occupation of the suit land and hence do not have an interest therein.

For its part the 2nd defendant denied the plaintiffs’ allegations and averred that it is a bona fide purchaser for value without notice of the plaintiffs’ interest, if any. That from around 1996 they hired part of suit land from the 1st defendant which was by then already the registered proprietor thereof. That the 2nd defendant used the part of the land for cotton growing and never encountered any complaint from any of the plaintiffs or other person.

The 2nd defendant further averred that in 2002, at the invitation of the 1st defendant, it purchased the particular part of the suit land which it had all along hired. The 2nd defendant duly obtained title in its name for 214 acres now comprised in LRV 3049 Folio 8 Busongora Block 13 Plot 9 land at Kimaiba, Muhokya. Further, that at the time of the purchase, the 2nd defendant was already in physical possession, occupation, and use of that part of the suit land as hirer thereof from the 1st defendant, and that the particular portion was not occupied or being used by any of the plaintiffs or other persons.

The 2nd defendant also averred that the part of the suit land at the time of hiring was bushy and not occupied by any person including the plaintiffs, and denied the having fraudulently acquired the suit land and contended that it acquired a good indefeasible title.

From the outset, it is important to note that some of the plaintiffs never testified to prove their claim of interest in the suit land. These are the 4thplaintiff Mbusa Bethel, the 5th plaintiff Tomasi Bishogo, the 6thplaintiff Mikairi Masereka, the 8thplaintiff Biniface Bwambale, the 9th plaintiff Bwambale S/o Kambere Herizoni, the 10th plaintiff John Kibwana, the 12h plaintiff Masereka Stephen, the 14th plaintiff Narson Kambidi, the 15th plaintiff Biteyo S/o Makuha, and the16th plaintiff Muhindo Siriryana.

It is a requirement under **Section 101 (1) of the Evidence Act (Cap. 6)**  that;

***“(1) Whoever desires any court to give judgment as to any legal rightor liability dependent on the existence of facts which he or she asserts mustprove that those facts exist.***

***(2) When a person is bound to prove the existence of any fact, it issaid that the burden of proof lies on that person.”***

The necessary implication of the principles in the cited provisions of the law above to that the particular plaintiffs who did not testify is that they failed to prove their alleged claim of being customary tenants on the suit land. It also implies that the plaintiffs who testified did not do so for or on behalf of those who failed to adduce evidence. As rightly submitted by Mr. David Bwambale, Counsel for the 1st defendant, this suit is not a representative suit where the plaintiffs who testified could have testified for, or on behalf of the others who did not.

In representative suits, ***Order 1 r 8 of the Civil Procedure Rules,*** specifically provides that a person suing for or defending on behalf of or for the benefit of the others with the same interest in the subject matter of the suit must do so with the authority of court, and notice of the institution of the suit must be given to all such other persons interested in the case as set out in the rule. There was no compliance with these provisions by the plaintiffs; perhaps rightly so because the action does not fall in the category of representative suits.

For the plaintiffs who testified, the burden of proof lay upon them to prove on balance of probabilities that they hold customary interest as customary tenants on the suit land. “Customary tenure” is defined under ***Section 1(l) of the Land Act (Cap. 227)***as;

***“…a system of land tenure regulated by customary rules which are limited in their operation to a particular description or class of persons the incidents of which are described in section 3.”***

***Section 3(supra)***provides for incidents of customary tenures as follows;

***(1) Customary tenure is a form of tenure—***

***(a) applicable to a specific area of land and a specific description orclass of persons;***

***(b) subject to section 27, governed by rules generally accepted asbinding and authoritative by the class of persons to which itapplies;***

***(c) applicable to any persons acquiring land in that area inaccordance with those rules;***

***(d) subject to section 27, characterised by local customary***

***regulation;***

***(e) applying local customary regulation and management toindividual and household ownership, use and occupation of, andtransactions in, land;***

***(f) providing for communal ownership and use of land;***

***(g) in which parcels of land may be recognised as subdivisionsbelonging to a person, a family or a traditional institution; and***

***(h) which is owned in perpetuity.”***

In the case of ***Tifu Lukwago vs. Samwiri Mudde Kizzaand Justine Nabitaka, Civil Appeal No. 13 of 1996,*** which cited the decision in ***Paul Kisekka Ssaku vs. Seventh Day Adventist Church, Civil Appeal No. 8 of 1993*** (unreported) it was held that that whoever relies on a custom must prove it. A similar stance was adopted in the case of ***R. vs.Ndembera S/o Mwandawale (1947)14 EACA 85***, that a native custom must be proved in evidence and cannot be obtained from the assessors or supplied from the knowledge and experience of the trial judge.

***Section 46 of the Evidence Act (supra)*** also provides as follows;

***“When the court has to form an opinion as to the existence of any generalcustom or right, the opinions as to the existence of that custom or right, ofpersons who would be likely to know of its existence if it existed, arerelevant.”***

With these legal principles in mind, I proceed to examine the nature of the customary tenure and incidents thereto applicable to the Kasese region and in particular, to the area of the suit land

The cross – cutting factor that appeared consistently in the evidence adduced on both sides is that for one to qualify as customary tenant, he or she must have been given a Kibanja by the Ridge Leader; known as *“Omukulhu Wabulambo*” in the local dialect of the area, which literary means “the owner of the land”. This is a special social position – the equivalent of a traditional chief – which is generally respected in the Bakonzho community in the Kasese region, which is traced along particular familial lineage. The land in the area, if it is customary land, belongs to, and is controlled by the Ridge Leader, and it used under his authority by the different people to whom he apportions it.

Again evidence adduced on both sides suggests that there are largely two distinctive categories of customary tenants in the area. The first one is the Bibanja holders who acquire interest in customary land from the Ridge Leader. In this case one must have given a hoe, a goat, a basket of cassava flour, beer, and a token called “engemu” to the Ridge Leader. The token is given out once and the person acquiring the Kibanja interest enjoys a certain level of security of tenure of occupancy. He or she is at liberty to use it in any way he or she likes, including selling or having it surveyed and creating registered legal interest thereon.

The other category is constituted of tenants at will, locally known as “Bakunjii”. These enjoy no security of tenure, and the Ridge leader may allocate land to them as and when it is available. They are only allowed to cultivate seasonal crops like cotton, beans, and maize, and this happens every season. They are not allowed to construct permanent houses or grow permanent crops, and cannot transfer their interest to other persons. The land can be re - allocated to other persons by the Ridge Leader without consulting the Mukunjii. They are also not allowed to bury their deceased relatives on the land without the permission of either the Ridge Leader or of the Kibanja holder.

Furthermore, the Ridge Leader has a free hand to transfer a Mukunjii from one location to another at will, and the holder is obligated to keep paying the “engemu” to the Ridge Leader at every harvest. At the lapse of the season, the Mukunjii has to relocate to the traditional home in the mountains locally called “Bukonzho”.

It is thus sufficiently evident that the Mukunjii’s interest in the land is usufruct in nature only lasting for a season for a particular limited use, which is specifically cultivation.

Court had the occasion of hearing testimonies of John Lwingiryande DW1, and Narson Muhiwa DW2, both the immediate former and the current Ridge Leader respectively. They stated that the office of the Ridge Leader keeps a record of all the tenants to whom they allocate the land. The Ridge Leader also settles land disputed between the tenants and helps in determining and identifying boundaries of every tenant’s holding on the land. The unfailing requirement in the position of the Ridge Leader is that he must necessarily be a resident of the place where the land is situate.

DW1 and DW2 gave a chronology of Ridge Leaders since the 1940s. These were Muhiwa who was succeeded by Kambere Kastubire, who was succeeded by Lwingiryande, who was also succeeded by his brother Nerson Muhiwa currently holding the position.

Having examined in detail the customary tenure and the incidents thereto pertaining to the community in the area of the land in issue, it is necessary to determine the category in which the plaintiffs fall, and whether their evidence proves to the required standard their claim as customary tenants on the suit land. I will evaluate the evidence of plaintiffs who testified as it relates to the particular individual claim of the plaintiff who adduced it as against that of the respective defendants. For ease of following, I will adopt the order in which the plaintiffs testified and juxtapose their evidence against that of the defendants and make inferences and draw conclusions from it as a whole.

PW1 Yorunimu Baluku, the 2nd plaintiff, testified that he was born on the suit land and that he got it from the Kingdom of Toro which owned the land but that they never gave him any document as proof of his ownership, and that he has never paid any Busulu to the said Kingdom. He further stated that all the plaintiffs got this land in 1940s. PW1 also stated that he knows DW1 John Lwingiryande and DW2 Narson Muhiwa as Ridge Leaders of the suit land, and that in 1940s the Ridge Leader of the land was Muhiwa the grandfather of DW1 Lwingiryande.

PW1 further testified that the 1st defendant bought land from only four people, of whom he was not among. He concluded his testimony stating that; “*the way we see our land is outside the titled land”–* referring to the titled land of the 1st defendant which is the suit land in this case.

DW1 John Lwingiryande testified that he was the Ridge Leader of the area where the suit land is situate, and that he is the one who gave the land to the 1st defendant in 1980. He named one Nyabayanda, Katwanga, Manuel Kasande, Syasuwusa and Mulefu as the only people who were in occupation of the suit land at the time, and that they were compensated and left. He further stated that the 2nd plaintiff is not a resident of that area but resides in Bukonzho. That he only cultivates on the unregistered land which is outside the suit land, the so – called extension land also belonging to the 1st defendant. This evidence was corroborated by the 2nd plaintiff himself during the locus in quo visit, who also admitted that he has never buried any of his relatives on the suit land, and that his home is in the mountains.

The current Ridge Leader, DW2 Narson Muhiwa, also testified that he knows all the people who were on the suit land by the time the 1st defendant got it and that they were compensated and left. He corroborated the evidence of DW1 that the 2nd plaintiff was not on the suit land by the time it was given to the 1st defendant in 1980. DW2 pointed out that the 2nd plaintiff started cultivating on the suit land in 2003, but that as the RidgeLeader he has never given him any land.

DW2 also refuted the 2nd plaintiff’s claim that the Kingdom of Toro has any land in the area. He stated that leadership of Ridge Leaders on matters of land has nothing to do with the Kingdom of Toro. In particular, DW2 pointed out that the 2nd plaintiff he has his Kibanja at a place called Kabiri where ordinarily resides, and that he has no house or trees on the suit land. DW2 also refuted the 2ndplaintiff’s claim of having planted trees on the suit land and stated that the few that were there grew by themselves.

Indeed, during the locus in quo visit, court saw no any house or forest belonging to the 2nd plaintiff on the suit land as he had earlier testified in court. The 2ndplaintiff was to be a particularly very untrustworthy witness who even attempted to change his testimony at the locus in quo. He earlier testified in court that his land borders that of Ivan Muhasa Mpondi on the suit land, but during the locus visit court found that actually Ivan Muhasa Mpondi has no land there at all. Court also found a new permanent house that was still under construction but the 2nd plaintiff did not even know the person who was building on the very part of the suit land that he claimed to be his Kibanja since 1940s.

The logical conclusion from the evidence as a whole as regards the 2nd plaintiff’s claim is that he was not on the suit land by the time it was given to the 1st defendant by the Ridge Leader. Also the 2nd plaintiff’s claim of having got the land from the Kingdom of Toro, which does not own land anywhere in the area, is unsustainable. As testified by DW4 Hellena Biira Bwambale, and the others on the issue, the 2nd plaintiff is clearly one of the persons who have continuously disturbed the 1st defendant’s quiet enjoyment of the suit land. The findings at the locus in quo visit left no doubt that the 2ndplaintiff; Baluku Yorunimu, has no interest which he claims, but is just a trespasser on the suit land.

PW2 the 3rd plaintiff, Francis Makwano testified that he got the land in 1940s. In the same breath he changed stance and stated that he got the land in 1959, and that Muhiwa was the owner of the land. PW3 correctly restated the customary tenure of land ownership in the area as it has already been stated above. He further stated that he owns a banana plantationand forest of “misizi” trees on his customary holding on the suit land.

When court visited the locus in quo, however, it found that the 3rd plaintiff’s Kibanja is located quite far from the suit land in another piece of land in extension land, which also belongs to the 1st defendant, but not the suit land. Having been caught in his lie, the 3rd plaintiff conceded that his Kibanja is on the extension land from which he has never been chased from by the 1st defendant. It was thus clear enough that the 3rd plaintiff owned absolutely nothing on the suit land, and has no claim of customary interest on the suit land.

PW3 the 1stplaintiff Mulewa Isebahasa testified that he first came on the suit land in 1959. That he was staying with one Zowe Muhindo who later on gave him her whole land in 1992 before she died in 2001. In an apparent contradiction PW3 then stated that by the time Zowe died the land still belonged to her. PW3 stated that he did not know how late Zowe got the land.

The 1st defendant, for its part, adduced evidence of DW1, John Lwingiryande who stated that he was the Ridge Leader from 1978 to 2001 when he ceded the position his younger brother Narson Muhiwa, DW2. He denied the 1stplaintiff having ever been a resident on the suit land, adding that he only first saw him on Zowe’s death. DW1 stated that he very well knew late Zowe Muhindo whose land the 1st plaintiff now claims to have taken over. DW1 confirmed that it was his father the Ridge Leader then who gave the land to the late Zowe, but that even then, it was not located on the suit land but in the extension land.

The evidence of DW1 was corroborated in that material particular by DW2 Narson Muhiwa the current Ridge Leader who stated that the 1stplaintiff first appeared on Zowe’s death in 2001. DW2 denied the claim by the 1stplaintiff that the late Zowe took 1stplaintiff’s to DW2 as the Ridge Leader and that she handed over her land to him in his presence. DW2 insisted that he only knew one Kaija Businge as the person who was shown to him as late Zowe’s heir.

Kaija Businge testified, as DW3, that he is a nephew to late Zowe and the administrator of her estate. He supported this claim with “*Exhibit D11”; a* copy of the letters of administration. He further stated that the 1st plaintiff was a stranger and that late Zowe never gave him any part of her land. Further, that what used to be late Zowe’s land was not located on the suit land, but outside in the extension land of the 1st defendant which is not the suit land. That even the whole of the late Zowe’sland located in the extension was bought by the 1st defendant, and that he does not know where the 1st plaintiff currently stays.

DW3 further testified that he took the 1st plaintiff to court in the Chief Magistrate’s Court at Kasese over late Zowe’s land for criminal trespass, and that the1st plaintiff was convicted and sentenced. A copy of the judgment in *Criminal Case No. KAS – 00 – CR – 03/2003 Uganda vs. Mulewa Isebahasa,* dated 02/05/2003 is on court record. Suffice it to note that it is still binding as there is no evidence indicating that the 1st plaintiff has ever successfully appealed against it.

After carefully evaluating the evidence as whole as regards the claim of the 1st plaintiff, it emerged clearly that he was very untruthful all through his evidence. He falsely claimed that he was given land by late Zowe and that he has been staying on this land since 1950, whereas not. It was further observed at the locus in quo that what used to be late Zowe’s land lay outside the suit land. Furthermore, the 1st plaintiff was duly convicted by court for criminal trespass on Zowe’s land. It follows that he would be a trespasser on to the suit land by claiming to own late Zowe’s land there.

It is necessary at this point to weigh the evidence adduced by PW1, Yoronimu Baluku, as against that of the defendants regarding the 4thplaintiff, Mbusa Bethel. This is so because the 4th plaintiff never testified to prove his claim on the suit land, even though he was at all times in attendance in court and at the locus in quo. It was instead PW1 Yoronimu Baluku who stated that the 4th plaintiff was son of late Zabuloni Bitaba who had a Kibanja on the suit land in the portion now belonging to the 2nd defendant.

The defendants for their part led evidence of DW4 Hellena Biira Bwambale who stated that the late Zabuloni Bitaba was in fact her brother - in- law, and that he never owned any land on the suit land. That the late Zabuloni Bitaba only had a Kibanja at a place called Nyamiragara in the vicinity of Kasese town, and that he died in 2008, but that he had never claimed any interest in the suit land. This evidence was echoed by the two Ridge Leaders.

After evaluating the evidence as a whole on the particular issue as regards the 4thplaintiff’s claim, it is evident that PW1 Yorunimu Baluku once again spewed a pack of lies in court under oath. Contrary well corroborated evidence of the defence demonstrated that late Bitaba died in 2008 without ever claiming interest in any part of the suit land. Logically, the 4th plaintiff could not have an interest in 2011 under the name of his late father who claimed no interest in the suit land at the time he died in 2008.

The above findings are fortified by the respective testimonies of the Ridge Leaders who also stated that the late Zabuloni Bitaba was staying at Nyamiragara Lime Works, and had no Kibanja on the suit land. The conclusion is that the 4thplaintiff has no interest whatsoever in the suit land.

PW4 Nyinabarongo wife of Masereka, the 11th plaintiff, testified that she got the Kibanja on the suit land from the Ridge Leader, and that the 1st defendant trespassed on it and that she sued in court in 1993. PW4 further stated that she was born on that land. However, in her earlier affidavit, *“Exhibit D1”,* which she had sworn in an application arising from this suit, she stated that she got the land from the Kingdom of Toro in 1940s. When this apparent contradiction was put to her, she admitted that her current version of evidence in court was not true, but again claimed that she got the land from her father in the 1940s, and not from the Kingdom of Toro; which was also not true.

PW4 further stated that she has a banana and coffee plantation on the suit land which she planted shortly after she was joined to this suit in 2011. She also stated that she was among the new entrants on the suit land whom the 1st defendant’s agents have continuously chased away from the suit land but they come back.

The 1st defendant on the other hand adduced evidence of the Ridge Leaders who confirmed knowing the 11th plaintiff and her late husband Masereka as people who used to work on the 1st defendant’s farm with one Kagote. DW4, Hellena Biira Bwambale, one of the earlier members of the 1st defendant company, also confirmed that the 11th plaintiff and her late husband Masereka were farm hands, and that when Masereka died he was buried on the suit land under protest by the 1st defendant because by the time the Police came to the scene, they found he had already been buried and they could not exhume the dead body.

At the locus in quo, the 11th plaintiff was tasked by defence Counsel to explain her claim on the suit land. She admitted being on the 1st defendant’s land, and also that the Ridge Leaders, who were also in attendance, have never given her that land. Her claim that her mother was buried on suit land was also refuted by DW2 who stated that as the Ridge Leader, he is actually the one who buried the 11th plaintiff’s mother at his home in the mountains far away from the suit land and conducted all the necessary burial rituals. Indeed no grave was seen on the suit land, and having failed to account for her false claims, the 11th plaintiff simply kept silent.The inference from the totality of evidence is that the 11th plaintiff has no interest whatsoever in the suit land, but is merely a trespasser thereon.

PW5 Anderea Bagasaki, the 7thplaintiff, testified that his land was leased and that he got it from one Yowana Kapara his late father, who also got it in the 1940s from the then Ridge Leader. He further stated that they were born nine children on the suit land and shared the portion on the suit land. That his immediate neighbors are Francis Makwano, Sidifayo, Mikairi, and one Herizoni.

PW5, however, stated that he did not know the 1st defendant’s land, but described it as being two miles from his own land. He also stated that his land does not share boundaries with any of his brothers’ with whom he shared the same land of their late father. He could not explain, and it remained quite puzzling, as to how he could share the same piece of his late father’s land with his brothers and yet none of them shares boundaries with him.

When PW5 was shown *“Exhibit D2”,* his affidavit dated 12th December, 2011, in *Misc. Application No.189 of 2011(Arising from the instant suit)* where he stated that he got the land from the Kingdom of Toro, he attempted to change his current version of evidence and stated that he never got the land from the Ridge Leader, but from the Kingdom of Toro. However, PW5 could not produce any document of ownership or Busulu receipts from the Kingdom of Toro. At the risk of repetition, the Kingdom of Toro has never had any land at all in the area.

The 1st defendant, on the other hand, relied on the testimony of DW1 John Lwingiryande the former Ridge Leader. He testified that the 7thplaintiff is a resident of Mahago, and that he does not have anything on the suit land. This evidence was corroborated by DW2 the current Ridge Leader who stated that he knows PW5 as merely a trespasser on the 1st defendant’s other piece of land under the extension, which is different from the suit land, and that he came there in 2001.

The above evidence taken as a whole in respect to the claim of 7thplaintiff reveals that he too was a very untruthful witness. He falsely claimed to have houses on the suit land, but none was seen during the locus in quo visit. He also could not point to any garden of his on the suit land. It became apparent that he simply joined the suit either ignorantly or merely as a busy body but without any interest of any kind whatsoever in the suit land.

PW6, the 13th plaintiff, Nyansio Tembo, testified that he got the land in 1940s which he inherited it from his father who got it from the then Ridge Leader. Further, that he had houses and has been cultivating seasonal crops such as cotton, maize, and cassava on the suit land forming part of the 2nd defendant’s titled land. Furthermore, that he was born on the suit land with two other siblings, but that they all died leaving no children.

PW6 further stated that he got Kibanja in 1985, but that he did not know that the suit land had a title by that time. He stated that his houses were demolished by the 2nd defendant’s agents, and that he reported the matter to his lawyer in Fort-Portal. He stated that he did not report to Police or the LCs of the area, because they would not listen to him, and as such he filed his suit in 2000. This latter claim was found to be particularly untrue because the 7th plaintiff was joined to the suit only in 2011.

The 2nd defendant led evidence of DW1 the former Ridge Leader who stated that he knows PW6, who is his maternal uncle, and that he has nothing on the suit land. DW1 further stated that his father gave land to Muwumba Ndoke, the 13th plaintiff’s father, which is located at the Ridge Leader’s home in Bukonzho. That the said father had long stopped cultivating on the suit land, and that he was not buried on the suit land but on the land the Ridge Leader gave him. DW1 was categorical that PW6 started cultivating on the suit land only in 2013.

DW2 the current Ridge Leader corroborated the fact that PW6 has no land on the 2nd defendant’s part of the land, and that his land is at a place called Nyakasonjo. Indeed court found this evidence to be true at the locus in quo visit. PW6 became deliberately evasive in when questions were put to him by Counsel for 1st and 2nd defendants and the court. For instance he flatly denied being a maternal uncle to DW1 the Ridge Leader, yet the mother to DW1 is his biological sister, whom he claimed was dead and never left any children. In fact said sister was still alive and well and had not died when she was still young as claimed by PW6. There was no spot on the suit land the 13th plaintiff could point at where his houses were before they were allegedly demolished by the 2nd defendant’s agents. There were no trees at all contrary to what he had testified in court. PW6 conjured up pure lies for his evidence which were too transparent to be a whitewash. Such pack of lies could not by any stretch of imagination meet the standard of proof required in civil cases, let alone prove his claim. PW6 is just a trespasser laying a false claim of interest in the 2nd defendant’s land.

The 17th plaintiff, Vanisi Kabugho, is in the category of the plaintiffs who never testified to prove their case. The only evidence mentioning her was by DW2 the current Ridge Leader. He stated that he knows her and that she came to the suit land in 2000 and started cultivating on it. At the locus in quo visit, court found her house located on part of the suit land of the 1st defendant.

PW7 Muhasa Ivan Mpondi, a key witness of the plaintiffs, told court that the 17th plaintiff was among the people who were compensated for their crops and told to leave the suit land. Apparently she did not. The 17th plaintiff was never given land by the Ridge Leader, and she is not known to the registered proprietor, which means she is merely trespasser on the suit land.

Court was also able to get some bits of evidence adduced by other witnesses barely touching on plaintiffs who did not testify from DW1 and DW2, the Ridge Leaders. In particular DW2 stated that he knows the 5th plaintiff Tomasi Bishogo, and that his land is at Nyamiragara Trading Center which is in the neighborhood, but not on the suit land.

DW2 further stated the 6th plaintiff, Mikairi Masereka, is a cultivator on the 1st defendant’s other land in the extension, which is different from the suit land. Regarding the 8th plaintiff, Boniface Bwambale, DW2 identified him as a resident of Muhokya who has never been on the suit land. DW2 also identified the 9th plaintiff, Bwambale son of Kambere Herizoni, as a resident in Mahango and not a cultivator the suit land.

DW2 denied knowing or having ever seen the 10th plaintiff, John Kibwana at. For the 12th plaintiff, Masereka Stephen, DW2 stated that he first saw him in 2013 among the people who came to the suit land with the 6th plaintiff, Mbusa Bethel, with the intention of grabbing it. DW2 also identified the 15th plaintiff, Biteyo son of Makuha, as previously a cultivator on the 1st defendant’s land, but whose crops were compensated and he left the suit land. The compensation agreement was tendered in court in evidence as *“Exhibit D10”.*

DW1 Lwingiryande the immediate former Ridge Leader corroborated the fact that the 15th plaintiff, Biteyo, was one of the workers at the 1st defendant’s farm, but that his home is at Mahango, and that he left the suit land. Both Ridge Leaders also identified the 16th plaintiff, Muhindo Siriryana, as a person who started cultivating on the suit land in 2013, but that his home is at a place called Kakone in Mahango where he resides.

After carefully evaluating the evidence as a whole on the *Issue No.1,* it is inevitable to conclude that the plaintiffs totally failed to prove their claim of interest whatsoever in the suit land. They failed to show how they acquired any interest in the suit land. They also failed to account for their occupation on the suit land either through the Ridge Leaders who traditionally own the land, or the registered proprietors of the suit land. Therefore, the plaintiffs on the suit land or those claiming any interest therein whatsoever are trespassers. *Issue No. 1* is answered in the negative.

***Issue No.2: Whether the 1st defendant obtained the lease and certificate of title over the property fraudulently and/or unlawfully.***

It is the established law that fraud means actual fraud or some act of dishonesty. In ***Waimiha Saw Milling Co. Ltd.vs. Waione Timber Co. Ltd.(1926) A.C 101*** at page 106***,*** it was held that fraud implies some act of dishonesty. In ***Assets Co. vs. Mere Roihi (1905) A.C 176,*** it was also held that fraud in actions seeking to affect a registered title means actual fraud, dishonesty of some sort not what is called constructive fraud; an unfortunate expression and one may opt to mislead, but often used for want of a better term to denote transactions having consequences in equity similar to those which flow from fraud. The same definition was applied in the Supreme Court and the Court of Appeal decisions in ***Kampala Bottlers Ltd. vs. Damanico(U) Ltd., Civil Appeal No. 22 of 1999;*** and ***David Sejjaaka vs. Rebecca Musoke, Civil Appeal No. 12 of 1985*** respectively. In ***Kampala Bottlers vs. Damanico (supra)*** it was further held that fraud must be pleaded and strictly proved, the standard of proof being higher than that required in ordinary civil cases but not beyond reasonable doubts as required in criminal cases.

Since the plaintiffs herein allege fraud against the defendants, which is a very serious allegation, the burden is upon the plaintiffs to prove it to the required standard. It is thus called for to examine the process of how the 1st defendant obtained title to the suit land to determine *Issue No.2.* The 2nd defendant will be considered later under *Issue No.3.*

DW1 John Lwigiryande testified that he was the one, as a Ridge Leader at the time, who gave the suit land to 1st defendant in 1980. He had just taken over the position in 1978 from his father Kambere Kastumbire. He further stated that he gave the land to the 1st defendant through its Managing Director then, one Bruno Bwambale, who undertook to compensate the people with Bibanjja and gardens on the land. DW1 named the people as Nyabayanda, Katwanga, Manuel Kasande, Syasuwusa and Mulefu. He further stated that as Ridge Leader, those people were known to him and that they left after being compensated, and the 1st defendant took possession and set up livestock farm and started growing cotton on the suit land.

DW1 also stated that the 1st defendant demarcated its land by planting “oruyenje” trees around it. Indeed court saw the same, and was further shown permanent houses belonging to the 1st defendant during the locus in quo visit. DW1 firmly stated that by the time the 1st defendant took over the suit land, there were no claimants or occupants, and that none of the plaintiffs was on the land. DW1 clarified that the 1st defendant was initially given a Kibanja and held it under a customary tenure and shortly after converted it into a legal registered interest.

It needs to be emphasised that at the time the 1st defendant acquired the Kibanja, the law in force was the repealed ***Land Reform Decree, 1975.*** Under ***Section 1*** thereof all the land in Uganda was declared public land. Under ***Section 3 (2) (supra)*** it was provided that a customary occupation of public land shall, notwithstanding, anything contained in any other written law, be only at sufferance and a lease of any such land may be granted by the commission to any person including the holder of the tenure in accordance with this decree.The inherent legal implication in these provisions was that a lease could be granted on public land to a holder of customary tenure on that land or anybody else.

In the instant case, DW4, Hellena Biira Bwambale, and PW7, Ivan Muhasa Mpondi, gave evidence that the 1st defendant which already held customary tenure on public land applied for a lease on the land. The application form,*“Exhibit P9”,* further shows that the 1st defendant applied for 2 Sq. Km of land on the 9th July, 1982, two years after acquiring a Kibanja interest in the suit land and setting up a farm thereon.

Evidence further shows that the land was inspected by the District Land Committee in the presence of the then sub county chief, one Asuman Bwambale, the then parish chief, one Erinesti Kigoma, the then chairman of The Abalisa Kweterana, one Muguta C. Monday, and the then 1st defendant’s Managing Director, Bruno Bwambale. The Land Committee’s findings are instructive that the land did not have customary tenants or disputes on it.

On this issue, not one of the plaintiffs adduced any evidence proving the alleged particulars of fraud against the 1st defendant in the acquisition of the title. Only Counsel for the plaintiffs, in their submissions, attempted to explain that the instruction to survey (IS) the suit was dated 20th December, 1982, but that by 14th July, 1985, the process of survey and mapping was not completed according to the comments on Land Form 13A, and yet the certificate of title was issued to the 1stdefendant in 1983. According to Counsel for the plaintiffs, this amounted to fraud because the 1st defendant disregarded the necessary procedures and steps of acquiring the lease.

With due respect, I find that the submissions of Counsel for the plaintiffs on that point was an attempt to adduce evidence from the Bar; which is untenable. Apart from that, the submissions appear to have been premised on misapprehension of facts. The 1st defendant applied for 2 Sq. km of land and the survey was not conducted all at ago but in phases. The IS for the first phase was issued on the 6th January, 1983, for 200hectares whose title was issued on the 10th March, 1983. There was, however, still an ongoing process for the title for land now under the extension, which was actually surveyed but whose title was never issued primarily due to the claimants still on it. This is, however, not the land under in dispute. With these clear facts, it would be erroneous to assert the 1st defendant side – stepped the procedure in getting a lease. On the contrary, the 1st defendant properly followed the due process in obtaining registration and is accorded protection under ***Section 64 and 176*** of the ***Registration of Titles Act (Cap 230).*** I find that the plaintiffs failed to prove fraud against the 1stdefendant to the required standard.

In the same vein, I find that the 1st defendant has through the evidence of DW1, DW2, DW4, PW7, and others, in addition to the documentary evidence, ably discharged its burden under the counterclaim; which must succeed.

***Issue No. 3: Whether the sale of part of the suit property by the 1st defendant to the 2nd defendant was fraudulent and/or unlawful.***

In their pleadings, the plaintiffs particularised fraud against the 2nd defendant as the purchasing of part of the plaintiff’s land with full knowledge that it was the property of the plaintiffs; colluding with the 1stdefendant with intent to defeat the plaintiffs’ claim on the suit land; and purchasing land in the occupation and utilisation of the plaintiffs.

The 2nd defendant, on the other hand, raised the defence of bona fide purchaser for value without notice of the plaintiffs’ alleged interests in the suit land measuring 214 acres comprised LRV 4130 Folio 5 Busongora Block 13 Plot 9 in its name.

It should be noted that only three of plaintiffs claimed an interest in the land under the 2nd defendant’s the title. These are 4thplaintiff Mbusa Bethel, the 11thplaintiff Nyinabarongo w/o Masereka, and the 13th plaintiff Nyansio Tembo.

The evidence available from both sides is that 2nd defendant purchased land that was already registered in the name of the 1stdefendant. As already found above, the 1stdefendant lawfully got registered in 1983. It is a logical conclusion that the 2nd defendant was never involved in the process of registration of the 1st defendant at that point. This automatically renders the alleged particulars of fraud as regards “collusion” between the defendants untenable.

Under the law, the 2nd defendant, like any other potential purchaser of land, was required to search the Register of Titles for any encumbrances on the 1st defendant’s title. Evidence shows that there was none by the time the 2nd defendant purchased its portion of the suit land. In the absence of any physical occupation or use by the plaintiffs or any other encumbrance notified on 1stdefendant’s certificate of title, it could not be said to have had actual or constructive notice or otherwise, of the plaintiffs’ interest, if any, in the suit land when it purchased part it in 2002.

Apart from the above, even the plaintiffs who testified precisely stated that the pieces of land they claimed were located not within the part now owned by the 2nddefendant.In particular, PW1, Yorunimu Baluku,was categorical that theland they claimedwas outside the titled land of the2nd defendant, and that the 2nddefendanthas never destroyed theircrops. He unequivocallystated that he has no claim against the 2nddefendant.

Similarly, PW2, Francis Makwano stated that his claim is not on the land owned by the 2nd defendant, and that the 2nddefendant has never entered his portion of land. He further stated that the land claimed by the 1st plaintiff, Isebahasa Mulewa, is also not on the 2nd defendant’s titled land. PW3 Isebahasa Mulewa indeed confirmed that the 2nd defendant is not on his land, but that all the plaintiffs decided simply to sue the 2nd defendant as a group. PW3 confirmed that he has never occupied the land of the 2nd defendant, except that at one time his family found land that had been ploughed by the 2nd defendant and just planted crops thereon.

PW 4 Nyinabarongo w/o Maserekatestified that she has never used the land now owned by the 2nd defendant. Indeed at the locus in quo visit, it was clearly observed that the land she claimed was very far from the land owned by the 2nd defendant. PW5, Anderea Bagasaki, also conceded that his land was not within the land under the 2nd defendant’s title. PW6 Nyansio Tembo, claim of interest the titled land of the 2nd defendant has already been dismissed under *Issue No.1,* and I need not to repeat here.

PW7, Ivan Muhasa Mpondi, who testified on the plaintiffs’ side clearly stated that there were no gardens or squatters or occupants on the land now owned by the 2nd defendant, either at the time the 2nd defendant started renting part of it in1998, or when the they purchased it from the 1st defendant in 2002. This fact is corroborated by *“Exhibit D5”,* the sale agreement between the defendants, of which PW7 was one of signatories. It clearly guaranteed that there were no encumbrances or squatters /occupants on the suit land sold to the 2nd defendant.

The evidence of PW7 was further corroborated by PW 8, Mijumbi Wilson, a former official of the 1st defendant, that the 2nd defendant used all the land they bought which was part of what they were hiring from the 1st defendant. PW8 further stated that the plaintiffs were among the many people who came later on to the 2nd defendant’s land after a Grade 11 Magistrate had misled them by misinterpreting an interim order issued in 2000.

The other evidence on this issue regarding the 2nd defendant’s title was adduced by PW9, Robert Mugabe, the investigator; of which I need not to say much. Apart from conceding that he was not a qualified fraud investigator, he admitted that he premised his investigations on the assumption that the plaintiffs were customary owners and on that basis set out to look for fraud against the defendants. He conceded that he made his report without even talking to or inquiring from the defendants’ officers as to how they got the land. The report PW9 invariably based on questionable data, flawed assumptions, and inappropriate analyses resulting in biased inadequate interpretations. It was generally short on credible substance and was grossly discredited and hence of no evidential value at all.

DW3, Kaija Businge Njima also adduced evidence that the 2nd defendant purchased the land they were renting from 1st defendant around 1997. This corroborates the testimony of DW5, Adam Bwambale the General Manager of the 2nd defendant, that it purchased andregistered in its name part of the land they initially rented from 1st defendant. This was further corroborated DW4 Hellena Biira Bwamable that the land 2nd defendant bought is the land it was initially hiring from 1st defendant. The logical inference from all the evidence on this issue is that none of the plaintiffs was in occupation, possession and /or utilisation of the suit land by the time the 2nd defendant purchased the same. As a result, the 2nd defendant could not reasonably be expected to have known of the plaintiffs’ interest in the suit land, which never existed there in the first place.

Similarly, there is no evidence to indicate that the 2nd defendant was involved in any dishonest dealings in land or sharp practice intended to deprive the plaintiffs of an interest in the suit land. The 2nd defendant obtained registration and title over suit land lawfully and without any fraud. The plaintiffs totally failed prove fraud against the 2nd defendant, and the plaintiffs’ suit is dismissed with costs as against the 2nd defendant.

***Issue No.4: What are the remedies available to the parties?***

Having found that the plaintiffs failed to prove their case to the required standard, their suit is dismissed with coststo each of the defendants.

The 1st defendant’s counterclaim is allowed with costs; and all the plaintiffs on the suit land are declared trespassers thereon. An eviction order doth issue against those plaintiffs on the suit land to give vacant possession to the 1st defendant. A permanent injunction doth issue against all the plaintiffs, their agents, servants or anybody claiming title under them restraining them from any further acts of trespass, alienating, using or claiming any interest in the suit land.

The 1st defendant also prayed for the award of general damages for the trespass. In the case of ***Placid Weli vs. Hippo Tours & 2 Or’s HCCS No. 939 of 1996,*** which relied on ***Halbury’s Laws of England, 3rd Edition, Vol.38, para 1222,*** it was held that trespass is actionable parse even if no damage was done to land. Further, that a plaintiff is entitled to recover damages even though he has suffered no actual loss, but that where trespass has caused the plaintiff loss, the plaintiff is entitled to receive such an amount as will compensate him or her for the loss.

DW4 Ms. Hellena Biira Bwambale, the current chairperson of the 1st defendant,testified that they have been greatly inconvenienced for a very long time as a company by the plaintiffs who keep on grabbing and cultivating their land forcefully, and that it has also caused the company great financial loss as they could not put their land to proper economic use.

The position of the law is that the award of general damages is in the discretion of court and is always as the law will presume to be the natural and probable consequence of the defendant’s act or omission. See: ***James Fredrick Nsubuga vs. Attorney General HCCS No. 13 of 1993.*** It was also held in ***Robert Cuossens vs. Attorney General SCCA No. 08 of 1999*** that the object of the award of damages is to give the plaintiff compensation for the damage, loss or injury suffered. Having found evidence showing that the 1st defendant suffered financial loss due to the plaintiffs’ acts of trespass, the 1st defendant is awarded general damages.

In the assessment of the quantum of damages, courts are mainly guided by the value of the subject matter, the inconveniences that the party seeking damages has been put through at the instance of the offending party, and the nature and extent of the injury or loss. See: ***Uganda Commercial Bank vs. Kigozi [2002] 1 EA. 305.***

Taking all circumstances of this case into account, Shs. 50 Million would be fair and adequate recompense, and I award the same as general damages to the 1st defendant. It shall attract interest at a rate of 8% per annum from the date of this judgment until payment in full.

The 1st defendant also prayed for mesne profits.***Section 2 (m) of the Civil Procedure Act (Cap 71)*** defines “mesne profits” as;

***“Those profits which the person in wrongful possession of the property actually received or might with ordinary diligence have received from it together with interest on those profits, but shall not include profits due to improvements made by the person in wrongful possession.”***

The above provisions of the law were applied in the case of ***The Kamuswaga of Kooki vs. Attorney General, HCCS No. 608 of 2014,*** where court also relied on several other decided cases, and held that;

***“It is settled that wrongful possession of the defendant is the very essence of a claim for mesne profits until possession is delivered up, the court having the power to assess them down to the date when possession is actually given.”***

A similar stance was adopted in ***Raminicklal Ranchoddas Popat vs. Attorney General HCCS No. 701 of 1996*** per Kwesiga J., whereit was held that;

***“…..the test of mesne profit is that profit that the trespasser might have received by not paying rent for the period of trespass.****”*

The 1st defendant/counterclaimant did not lead evidence of the profits that the plaintiffs as trespasser might have received by not paying rent for the period of trespass. Without such evidence to support its decision, this court would be reluctant to award mesne profits in this case.

The 1st defendant prayed for costs of the counterclaim. It is the established law, under ***Section 27(2) Civil Procedure Act (supra)*** that costs are awarded in the discretion of the court and shall follow the event unless for good reasons the court directs otherwise. See: ***Jennifer Rwanyindo Aurelia & A’ nor vs. School Outfitters (U) Ltd., CACA No.53 of 1999; National Pharmacy Ltd. vs.Kampala City Council [1979] HCB 25.*** The 1st defendant has succeeded in its counterclaim, and there I find no compelling and justifiable reason to deny it costs of the counterclaim, which I accordingly award to the 1st defendant/ counterclaimant.

Before taking leave of this case, I wish to note that multiple suits were filed, particularly applications, either arising from or touching on the same subject matter of the main suit. Having resolved the ownership issue regarding the suit land which was the main issue in those other suits, all such other applications and suits (arising from of this suit) that were pending the disposal of the main suit will abide the outcome of this suit, and are accordingly disposed of in that manner.

It is also noted that several company causes were file, particularly concerning the management of the 1st defendant company especially as regards the distribution of the suit land among its members. These management issues were resolved by the 1st defendant’s members’ consent through mediation conducted by the Hon. The Principle Judge. New office bearers were elected in accordance with the terms of reference of the mediation settlement on court record. Therefore, the outgoing management officials, headed by Muhasa Ivan Mpondi, shall forthwith render a full and accurate account and effect a smooth hand over of all the company property/assets and /or liabilities and businesses to the new office bearers to avoid any further unnecessary litigation over the same issues. This disposes of all the company causes and applications arising there from.

The final point concerns *HCCS No.001 of 2015 Francis Mwebesa vs. Western Uganda Importers & Distributors Ltd.* The plaintiff therein sued the 1stdefendant because some of the officials of the outgoing management had sold to him 22 acres out of the suit land, which had already been distributed to members of the company as part of their individual shares’ equivalent. To avoid multiplicity of litigation, the new management headed by Ms. Hellena Biira Bwamabale, is required to give to the plaintiff therein the equivalent of 22 acres which he had purchased on the suit land one way or the other. This disposes of the said suit.

Finally, it is directed that the certificate of title for the suit land comprised in LRV 1227 Folio 17 Block 13 Plot 1 land at Kamaiba, Muhokya registered in the name of the 1st defendant be handed over to officials of the 1st defendant. In summary it is declared and ordered as follows;

1. ***The plaintiffs’ suit is dismissed with costs to the 1st and 2nd defendants respectively.***
2. ***1st defendant’s counterclaim is allowed with costs.***
3. ***The plaintiffs on the suit land are trespassers thereon.***
4. ***An eviction order is issued against the plaintiffs on the suit land to give vacant possession to the 1st defendant.***
5. ***A permanent injunction is issued against the plaintiffs, their agents, servants or anybody claiming interest under them restraining them from further acts of trespass, alienating, using or claiming any interest in the suit land.***
6. ***The 1st defendant is awarded Shs. 50 million general damages, attracting interest at a rate of 8% per annum from the date of this judgment until payment in full.***
7. ***The certificate of title for the suit land comprised in LRV 1227 Folio 17 Block 13 Plot 1 land at, Kamaiba, Muhokya, be handed over to the 1st defendant.***

***BASHAIJA K. ANDREW***

***JUDGE***

***09/02/2016***

Mr. Mugisa Rwakatooke Counsel for plaintiffs present in court.

Mr. David Bwambale Counsel for the 1st defendant present in court.

Mr. Cosma Kateeba Counsel for the 2nd defendant present in court.

Plaintiffs present in court.

Representatives of the 1st defendant present in court.

Representatives of the 2nd defendant present in court.

Ms. Kabugho Phebis, Court clerk, present in court.

Court: Judgment read in open court.

***BASHAIJA K. ANDREW***

***JUDGE***

***09/02/2016***