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 {\rtlch \fcs1 \ab \af0 \ltrch \fcs0 \b \insrsid11080181 \charrsid6451549 UGANDA

 \line IN THE HIGH COURT OF UGANDA AT {\rtlch \fcs1 \af0 \ltrch \fcs0
 \b \insrsid11080181 \charrsid6451549 KAMPALA \line } {\rtlch \fcs1 \ab \af0 \ltrch \fcs0
 \b \insrsid7295937 \charrsid6451549 (COMMERCIAL DIVISION)

 \par } {\rtlch \fcs1 \ab \af0 \ltrch \fcs0 \b \insrsid7295937 HCCS NO. 498 OF 2002

 \par } {\rtlch \fcs1 \ab \af0 \ltrch \fcs0 \b \insrsid11080181 \charrsid11024633 ABBY ZIWA} {\rtlch \fcs1
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 \b \insrsid11080181 \charrsid11024633 PLAINTIFF \line VERSUS \line SEWANKAMBO DICKSON }
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 \ab \af0 \ltrch \fcs0 \b \ul \insrsid11080181 \charrsid11024633 THE HON. LADY JUSTICE M. S }
 {\rtlch \fcs1 \ab \af0 \ltrch \fcs0 \b \ul \insrsid11080181 \charrsid5179533 ARACH } {\rtlch \fcs1 \af0
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 \ltrch \fcs0 \b \ul \insrsid11080181 \charrsid11024633 JUDGMENT:}

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\insrsid11080181\charrsid11024633 The De

fendant entered into an agreement dated 18th September 2001, with the Plaintiff for the hire of
the Plaintiff\quote s Coaster Reg. No. UAB 550 D at a daily rate of Shs.70,000}{\rtlch\fcs1 \af0
\ltrch\fcs0 \insrsid6451549 /}{\rtlch\fcs1 \af0 \ltrch\fcs0

\insrsid11080181\charrsid11024633 -. The Plaintiff stated in the plaint }{\rtlch\fcs1 \af0 \ltrch\fcs0
\insrsid6451549\charrsid11024633 filed}{\rtlch\fcs1 \af0 \ltrch\fcs0
\insrsid11080181\charrsid11024633 in this Court on the 6/9/2002 that they agr

eed at first that the Defendant was to use the vehicle for 5 weeks, but later on, the term was
verbally extended and the Defendant went with the vehicle to }{\rtlch\fcs1 \af0 \ltrch\fcs0
\insrsid6451549 West Nile till February 2002.

\par }{\rtlch\fcs1 \af0 \ltrch\fcs0 \insrsid11080181\charrsid11024633 The Plaintiff further stated
that when the Defendant took the said vehicle, he made a deposit of only Shs.140,000- and
thereafter used the vehicle for 4 }{\rtlch\fcs1 \af0 \ltrch\fcs0

\super\insrsid11080181\charrsid6451549 1/}{\rtlch\fcs1 \af0 \ltrch\fcs0
\sub\insrsid11080181\charrsid6451549 2/}{\rtlch\fcs1 \af0 \ltrch\fcs0
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months without further payment. The Plaintiff also stated that the Defendant took the vehicle to
Arua and abandoned it there in February 2002. When he learnt about it,}{\rtlch\fcs1 \af0
\ltrch\fcs0 \insrsid6451549 he went to Arua and fou}{\rtlch\fcs1

\af0 \ltrch\fcs0 \insrsid6451549\charrsid11024633 nd}{\rtlch\fcs1 \af0 \ltrch\fcs0
\insrsid11080181\charrsid11024633 that the vehicle had broken down and could not be repaired.
He had to hire a breakdown to tow the vehicle back to Kam}{\rtlch\fcs1 \af0

\ltrch\fcs0 \insrsid6451549 pala on the 3rd February 2002.

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ustright\rin0\lin0\itap0\ipgp1\pararsid6451549 {\rtlch\fcs1 \af0 \ltrch\fcs0
\insrsid11080181\charrsid11024633

The Plaintiff contends that the Defendant committed a breach of contract by refusing to pay the
hiring and towing charges despite several demands and bro}{\rtlch\fcs1 \af0 \ltrch\fcs0
\insrsid6451549 ught this action to recover: -

\par }{\rtlch\fcs1 \af0 \ltrch\fcs0 \insrsid11080181\charrsid11024633 a. Shs.9,310,000- being hi}
{\rtlch\fcs1 \af0 \ltrch\fcs0 \insrsid6451549 ring charges for 4 1/2 months.

\par }{\rtlch\fcs1 \af0 \ltrch\fcs0 \insrsid11080181\charrsid11024633 b){\rtlch\fcs1 \af0 \ltrch\fcs0
\insrsid6451549 . Shs.500,000- towing charges.

\par }{\rtlch\fcs1 \af0 \ltrch\fcs0 \insrsid11080181\charrsid11024633 c. Interest at 20% from date of the agreement till payment}{\rtlch\fcs1 \af0 \ltrch\fcs0 \insrsid6451549 in full.

\par d. Costs.

\par e. Any other relief.

\par }{\rtlch\fcs1 \af0 \ltrch\fcs0 \insrsid11080181\charrsid11024633

The Defendant admitted the agreement but denied the rest of the allegations in the plaint. He averred that he only hired the vehicle on a daily basis as per the contents of the agreement but never breached any te

rm of the said agreement and on the 27th October 2001, he cleared all the Plaintiff\rqoute s debt as per the agreement attached as Annexure \lquote B\rqoute to the defence. Wherefore he prayed that the Plaintiff\rqoute s}{\rtlch\fcs1 \af0 \ltrch\fcs0

\insrsid13402092 suit be dismissed with costs.

\par

\par }{\pard \ltrpar\s15\qj \li0\ri0\sl360\slmult1\widctlpar\wrapdefault\aspalpha\aspnum\faauto\adjustright\rin0\lin0\itap0\ipgp1\pararsid13402092 }{\rtlch\fcs1 \af0 \ltrch\fcs0 \insrsid11080181\charrsid11024633 In a brief reply to the writt

en statement of defence filed on 22/11/2002 the Plaintiff maintained his claim and denied ever receiving any }{\rtlch\fcs1 \af0 \ltrch\fcs0 \insrsid13402092 money as alleged in the said }{\rtlch\fcs1 \af0 \ltrch\fcs0 \insrsid11080181\charrsid11024633

agreement of 27/10/2001 and stated that the said agreement was a concoction, a fabrication and an act of fraud on the part of the Defendant and that he}{\rtlch\fcs1 \af0 \ltrch\fcs0 \insrsid16127471 }{\rtlch\fcs1 \af0 \ltrch\fcs0

\insrsid11080181\charrsid11024633 never signed or executed it and put the Defendant to strict proof thereof. The Plaintiff particula}{\rtlch\fcs1 \af0 \ltrch\fcs0 \insrsid13402092 rized the Defendants fraud as:

\par }{\rtlch\fcs1 \af0 \ltrch\fcs0 \insrsid11080181\charrsid11024633 a. Claiming to that he paid all the hiring charges}{\rtlch\fcs1 \af0 \ltrch\fcs0 \insrsid13402092 to the Plaintiff whereas not.

\par }{\rtlch\fcs1 \af0 \ltrch\fcs0 \insrsid11080181\charrsid11024633 b. Falsifying the acknowledgmen}{\rtlch\fcs1 \af0 \ltrch\fcs0 \insrsid13402092 t memorandum dated 27/10/2001.

\par }{\rtlch\fcs1 \af0 \ltrch\fcs0 \insrsid11080181\charrsid11024633 c. Forgery}{\rtlch\fcs1 \af0 \ltrch\fcs0 \insrsid13402092 of the Plaintiff\rqoute s signature.

\par }{\rtlch\fcs1 \af0 \ltrch\fcs0 \insrsid11080181\charrsid11024633 d. Purporting that the Plaintiff signed an acknowledgment memorandum }{\rtlch\fcs1 \af0 \ltrch\fcs0 \insrsid16127471 dated 27/10/2001, whereas not.

\par

\par }{\rtlch\fcs1 \af0 \ltrch\fcs0 \insrsid11080181\charrsid11024633 The Plaintiff also averred that he wrote a letter demanding his payment in November, 2001, but the Defendant never replied. Wherefore the Plaintiff prayed the Court to }{\rtlch\fcs1 \af0

\ltrch\fcs0 \insrsid16127471 reject the Defence with costs.

\par

\par }{\rtlch\fcs1 \af0 \ltrch\fcs0 \insrsid11080181\charrsid11024633 Efforts at settlement failed and the matter was finally heard by this }{\rtlch\fcs1 \af0 \ltrch\fcs0 \insrsid16127471 Court starting from \line 6/9/2002.

\par

\par The agreed facts were:

\par }{\rtlch\fcs1 \af0 \ltrch\fcs0 \insrsid11080181\charrsid11024633 1. The agreem}{\rtlch\fcs1 \af0 \ltrch\fcs0 \insrsid16127471 ent dated 18th September 2001.

\par }{\rtlch\fcs1 \af0 \ltrch\fcs0 \insrsid11080181\charrsid11024633 2. The Defendant was t}{\rtlch\fcs1 \af0 \ltrch\fcs0 \insrsid16127471 o use the vehicle for 5 weeks.

\par }{\pard \ltrpar\s15\qj \li0\ri0\sl360\slmult1\widctlpar\wrapdefault\aspalpha\aspnum\faauto\adjustright\rin0\lin0\itap0\ipgp1\pararsid16127471 }{\rtlch\fcs1 \af0 \ltrch\fcs0 \insrsid11080181\charrsid11024633 3. The Defendant paid Shs. 140,00}{\rtlch\fcs1

\af0 \ltrch\fcs0 \insrsid16127471 0- for the first two days.

\par

\par }{\rtlch\fcs1 \af0 \ltrch\fcs0 \insrsid11080181\charrsid11024633 The areas of disagreeeme}{\rtlch\fcs1 \af0 \ltrch\fcs0 \insrsid16127471 nt and the agreed issues were:

\par }{\rtlch\fcs1 \af0 \ltrch\fcs0 \insrsid11080181\charrsid11024633 1. Whether the Defendant kept the vehicle}{\rtlch\fcs1 \af0 \ltrch\fcs0 \insrsid16127471 for 133 days without payment.

\par }{\rtlch\fcs1 \af0 \ltrch\fcs0 \insrsid11080181\charrsid11024633 2. Whether the Defendant abandoned the vehicle in Arua and the Plaintiff had to tow it back to Ka}{\rtlch\fcs1 \af0 \ltrch\fcs0 \insrsid16127471 mpala.

\par }{\rtlch\fcs1 \af0 \ltrch\fcs0 \insrsid11080181\charrsid11024633 3. If so, whether the Plaintiff is }{\rtlch\fcs1 \af0 \ltrch\fcs0 \insrsid16127471 entitled to the relief sought.

\par

\par }{\rtlch\fcs1 \af0 \ltrch\fcs0 \insrsid11080181\charrsid11024633 Three documents were exhibited by c}{\rtlch\fcs1 \af0 \ltrch\fcs0 \insrsid16127471 onsent of the parties, namely,

\par }{\rtlch\fcs1 \af0 \ltrch\fcs0 \insrsid11080181\charrsid11024633 1. The Agreement}{\rtlch\fcs1 \af0 \ltrch\fcs0 \insrsid16127471 dated 18/9/2001 \emdash Exhibit P1.

\par }{\rtlch\fcs1 \af0 \ltrch\fcs0 \insrsid11080181\charrsid11024633 2. Letter dated 2/11/2001 }{\rtlch\fcs1 \af0 \ltrch\fcs0 \insrsid16127471 by Bamwite & Co. \emdash Exhibit P2.

\par }{\rtlch\fcs1 \af0 \ltrch\fcs0 \insrsid11080181\charrsid11024633 3. Receipt fo}{\rtlch\fcs1 \af0 \ltrch\fcs0 \insrsid16127471 r towing charges \emdash Exhibit P3.

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\par }{\rtlch\fcs1 \af0 \ltrch\fcs0 \insrsid11080181\charrsid11024633 The Plaintiff was represented by }{\rtlch\fcs1 \af0 \ltrch\fcs0 \insrsid16127471 Mr. Edward Barnwite while Mr. Se}{\rtlch\fcs1 \af0 \ltrch\fcs0 \insrsid11080181\charrsid11024633

kaana Musa represented the Defendant. He took over from Mr. Paul Tusubira after Mr. Tusubira abandoned the Defendant. \line The Plaintiff told Court that on the 17/9/2001, one Kiguli, a broker, told him that a b

ig man called Dick Sewankambo wanted to hire his vehicle for three months at a rate of Shs.70,000- per day. On the 18/9/2001 Kiguli took him and his conductor to }{\rtlch\fcs1 \af0 \ltrch\fcs0 \insrsid16127471\charrsid11024633 Dick\quote s}{\rtlch\fcs1

\af0 \ltrch\fcs0 \insrsid11080181\charrsid11024633 office located at \93Happyland\94 at Kibuye at 10 a.m. They agreed on Shs.70,000- per day.

Dick wanted to hire the vehicle for 3 months. He paid Shs. 140,000- for two days deposit. Dick wrote the agreement and they both signed it (Exhibit P1). After that, he handed the vehicle to Dick. Dick never paid him any mor}{\rtlch\fcs1 \af0 \ltrch\fcs0

\insrsid16127471 e money. He was forced to go }{\rtlch\fcs1 \af0 \ltrch\fcs0 \insrsid11080181\charrsid11024633 to h

is lawyers. The lawyers gave him a demand note which was copied to the police and the LC1 Chairman, Kibuye Happy land dated 2/11/2001 (Exhibit P2), demanding Shs.1,540,000- at that time. Dick never replied the letter. He went with the vehicle to various p

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aces. The police advised him that it was a Court matter. In January 2002, he received information that the vehicle had been abandoned in Arua. When he told Dick, Dick told him to forget and wait for Sarah Birungi to return it. 3id February, the conductor

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PW3) reported that the vehicle had had an engine knock. He had to get a breakdown from PW2 to tow it back to Kampala at Shs.500,000- (Exhibit P3). He denied that he executed the agreement dated 27/10/2001 and that he first saw it in Court. The Defendant h

ad used his vehicle for over 5 weeks and must pay.

The Plaintiff called two other witnesses apart from himself, to prove his claim. They were: -

Abdu Mukalazi an employee of Abdu & Sons, a break down service operator (PW2). His evidence is that he towed the Plaintiff's said vehicle on the Plaintiff's

request in March or April 2002, from Arua Town for a total of Shs.500,000-. The Plaintiff paid and he issued the Plaintiff a receipt (Exhibit P3).

PW3 -

Kyambadde Abby. He testified that the Plaintiff employed him to look after the vehicle. He was in charge of the vehicle when the Defendant hired it on the 18/9/2001 to take a musician called Sarah Birungi for a music tour. They went to all sorts of places

including Busoga, Busia, Malaba, Tororo and stopped in Arua. The vehicle deviated from the road and

developed a fault in the engine in February 2002 in Arua Town. They parked the vehicle at the petrol station in Arua and contacted the Plaintiff in Kampala. The Defendant never handed

the vehicle back to the Plaintiff. Under cross examination PW3 told Court that he returned to Kampala by bus after the vehicle had broken down. He reported to the Plaintiff who hired a break down which they took to Arua and they towed the vehicle back to

a garage in Bwaise in Kampala.

The Defendant on his part maintained that he signed the agreement on 18/9/2001 to transport musicians for 5 weeks at Shs.70,000- per day. That he paid Shs. 140,000- for the first two days. Thereafter he sent Mugerwa Joachim

(DW2), who was supposed to collect money from the musicians and to on his behalf, and to pay daily with effect from 20/9/2001. Joachim did very well. He paid for 3 days that is, Shs.210,000-. They made another agreement to that effect. He is the one who

wrote the agreement. He gave it to Nsubuga (DW4) who photocopied. The Plaintiff took the original. During cross examination the Defendant conceded that the word '93Tusubira 5 weeks'94 meant approximately five weeks. That it could mean 3

, 4, 6 or more weeks. He

contended however that in that case they would have to sign another agreement. He also contended that he did not use the vehicle for over five weeks, but conceded that he did not return it to the Plaintiff. He also admitted that he received the demand let

ter dated 2/11/2001 and that he did not reply to it. He told Court that the five weeks were supposed to end on 24/11/2001. He insisted that he paid Shs.2,450,000- through his agent Joachim Mugerwa (DW2). That had Mugerwa told

him that he paid the money.

He conceded that there were no documents to show that the money was paid. He thought the agreement was finished

. He was therefore surprised to see Court papers. The Plaintiff accused him to Katwe Police for forgery but he was not prosecuted. During cross

examination, the Defendant admitted that he did not return the vehicle to the Plaintiff. He denied that he used the vehicle for 5 weeks. He admitted that he received the letter of 2

November 2001 from Bamwite & Co. Advocates and that he did not reply it.

The Defendant also called other witnesses in his defence. DW2 was Joachim Mugerwa. He told Court that he was the cashier who was in charge of collecting the money from the musicians during the tour. He also told Court that he was aware of the agreement

for the hire of the said vehicle for 5 weeks w.e.f September 2001 at Shs.70,000- per day. That the vehicle was to go to Busoga area. According to him, he was instructed to collect money from the gate collecting from Sarah Birungi

s performance and to pay f

or the vehicle and pass on the balance to the Defendant. He paid for all occasions except for 3 days. The Plaintiff was included in the group because he had to collect his money daily. He paid for 30 days to the Plaintiff. When the 5 weeks ended, he came

back with the Plaintiff and they left the vehicle behind. He stopped in Busia, after
 \af0 \ltrch\fcs0 \insrsid16127471\charrsid11024633 paying the
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Plaintiff all the money, except for 3 days when they did not perform. His boss paid for the last 3 days on the 27/10/2001. The Plaintiff was paid Shs.210,000-. H

e witnessed the agreement. During cross examination DW3 stated that he paid a total of Shs.2.1m. He never signed anywhere since the Plainti
 \af0 \ltrch\fcs0 \insrsid16127471 ff was present in person. He
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\insrsid11080181\charrsid11024633 was not aware whether Busia falls under Busoga. This witness was nervous and incoherent most of the time
 \af0 \ltrch\fcs0 \insrsid16127471 while testifying before Court.

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 \af0 \ltrch\fcs0 \insrsid11080181\charrsid11024633 DW3 was Patrick Sendagala. He told Court that the Defendant called him in October 2001 and he
 \af0 \ltrch\fcs0 \insrsid16127471 witnessed the payment of Shs.2
 \af0 \ltrch\fcs0

\af0 \ltrch\fcs0 \insrsid11080181\charrsid11024633 10,000- to the Plai
 \af0 \ltrch\fcs0 \insrsid16127471 ntiff for the last three days.

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 \af0 \ltrch\fcs0 \insrsid11080181\charrsid11024633 DW4 was Godfrey Nsubuga, a musician with a group called Matendo. He testified that he came to the Defendant

s office and found the Plaintiff demanding money for 3 days. The Plaintiff was paid Shs.210,000-. He actually saw the Plaintiff receiving this money and he signed the agreement. He was sent to photocopy the agreement after which th
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\ltrch\fcs0 \insrsid16127471 e Plaintiff took the original.

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 \af0 \ltrch\fcs0 \insrsid11080181\charrsid11024633 During cross examination, DW4 denied that he was hired to tell the story. He stated that he was not in Sarah Birungi

s group but in a group called Matendo. When Mr. Bamwit e put him to task about his name, he stated that his name had changed from Joseph to Godfrey when he changed from being a Protestant to a Catholic. He was not aware which days the three days covered. He denied that they forged the agreement with one Mugis

ha in Tusubira's chambers. This witness avoided eye contact throughout his testimony.

The 1st Defendant testified that he handed over the vehicle to the Defendant on the 18/9/2001 after signing the agreement (Exhibit Pt). The Defendant also admitted this. That the Defendant thereafter went with the vehicle to various places. That he reported the matter to Katwe Police Station on 2

issue is, whether the Defendant used the vehicle for 133 days without payment. This is a question of fact, and not of law. The Plaintiff testified that he handed

over the vehicle to the Defendant on the 18/9/2001 after signing the agreement (Exhibit Pt). The Defendant also admitted this. That the Defendant thereafter went with the vehicle to various places. That he reported the matter to Katwe Police Station on 2

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11/2001 but the police advised him that it was a civil matter since they had made an agreement. That in January 2002, someone told him that the vehicle was seen in Arua. 3rd February 2002, the conductor told him that the vehicle had knocked an engine. He

had to look for a breakdown and tow it from Arua. According to the Plaintiff, therefore, the Defendant kept the vehicle from 18/9/2001 till 3rd February 2002, a total of 135 days. This evidence was corroborated. PW2 who towed the vehicle from Arua and the c

onductor PW3 who reported the breakdown and accompanied PW2 to and from Arua. During cross examination, the Defendant also admitted that he did not return the vehicle to the Plaintiff. I must say I found the Defendant very evasive and he kept on insisting

that he paid according to the agreement. He was not a very reliable witness. I therefore accept the Plaintiff's testimony that the Defendant kept the vehicle for more than 133 days. The question is whether he did so without paying. Evidence was led on both sides that the Defendant paid Shs. 140,000-

for the first two days, as a deposit.

first two days, as a deposit.

According to the Plaintiff however, that is all the Defendant paid. By 2/11/2001, he was demanding Shs.1,540,000- from the Defendant. His lawyers wrote to the Defendant a

demand letter dated 2/11/2001. The Plaintiff never replied the said letter. When he asked Dickson for the money, he told him to forget about it because he wouldn't pay. That

he should take it as someone who had lost a person. He told him that he should wait

for Sarah Birungi to bring back the vehicle. He used the vehicle for over 5 weeks and he is demanding a total of Shs.9.8m including Shs.500,000- for hiring charges. I agree with Plaintiff

my counsel that there is nothing on record to show that the Defendant paid any more money as he claims. He claimed that after paying the Shs. 140,000- for the first two days, he sent Mugerwa Joachim (DW2) who was supposed to pay everyday starting from

20/9/2001 because Joachim was the cashier who collected the money from the musician

and

in 1994

Mugerwa Joachim (DW2) stated that he paid money for 30 days to Abby Ziwa (the Plaintiff). Then he contradicted himself when he stated that:

I stopped in Busoga after paying all his money except for 3 days when we never performed on 27/10/2001

I stopped in Busoga after paying all his money except for 3 days when we never performed on 27/10/2001

he was paid Shs.210, 000- in 1994

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During cross examination DW2 contradicted himself further when he stated that he paid a total of Shs.2.1m to the Plaintiff. He was a nervous, incoherent witness. Most of his testimony was contradictory and untruthful.

I have therefore rejected it. All in all I accept the Plaintiff's testimony that he was never fully paid for the days the vehicle was kept. I answer the 2}{\rtlch\fcs1 \af0 \ltrch\fcs0 \super\insrsid16127471\charrsid16127471 nd}{\rtlch\fcs1 \af0

\ltrch\fcs0 \insrsid16127471 issue in the affirmative.

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\par }{\rtlch\fcs1 \af0 \ltrch\fcs0 \insrsid11080181\charrsid11024633 The third issue is, whether the Plaintiff is entitled to the relief so

ught. The Plaintiff prayed for Shs.9,310,000- as hearing charges. This is the amount of money for the 133 days at 70% per day. The Plaintiff has proved that the Defendant kept the vehicle for over 133 days. I acco}{\rtlch\fcs1 \af0 \ltrch\fcs0

\insrsid16127471 rdingly award this sum to him.

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\par }{\rtlch\fcs1 \af0 \ltrch\fcs0 \insrsid11080181\charrsid11024633 The Plaintiff also prayed for Shs.500,000- as towing charges. On the basis of the evidence of PW2 and Exhibit P3, that is the receipt from Abdu & Sons Breakdown Service, I awa}{\rtlch\fcs1

\af0 \ltrch\fcs0 \insrsid16127471 rd this also to the Plaintiff.

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\par }{\rtlch\fcs1 \af0 \ltrch\fcs0 \insrsid11080181\charrsid11024633 In the result, I enter Judgment for the Plaintiff in th}{\rtlch\fcs1 \af0 \ltrch\fcs0 \insrsid16127471 e following terms.

\par 1. Shs.9,310,000-

\par 2. Shs.500,000-

\par }{\rtlch\fcs1 \af0 \ltrch\fcs0 \insrsid11080181\charrsid11024633 3. Interest on 1 and 2 at 18% p. }{\rtlch\fcs1 \af0 \ltrch\fcs0 \insrsid16127471\charrsid11024633 from date}{\rtlch\fcs1 \af0 \ltrch\fcs0 \insrsid11080181\charrsid11024633 o}{\rtlch\fcs1

\af0 \ltrch\fcs0 \insrsid16127471 f filing till payment in full.

\par 4. Costs.

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\insrsid11080181\charrsid11024633 M. S. Arach \emdash Amoko \line }\rtlch\fcs1

\ab\af0 \ltrch\fcs0 \b\insrsid11080181\charrsid11024633 JUDGE \line }\rtlch\fcs1 \af0 \ltrch\fcs0

\insrsid11080181\charrsid11024633 1/12/2004 \line

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**Judgment delivered in Court in the presence of: }\rtlch\fcs1 \af0 \ltrch\fcs0
\insrsid16127471**

\par }\rtlch\fcs1 \af0 \ltrch\fcs0 \insrsid11080181\charrsid11024633 1. Mr. Ambroze Tebyasa holding brief }\rtlch\fcs1 \af0 \ltrch\fcs0 \insrsid16127471 for Mr. Bamwite for Plaintiff.

\par 2. Plaintiff.

\par 3. Okuni \emdash Court clerk.

\par Absent: Defendant and counsel

\par Matter was cause listed.

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6e22206267313d226c743122207478313d22646b3122206267323d226c743222207478323d22646b322220
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\lsdqformat1 \lsdpriority9 \lsdlocked0 heading 5;\lsdqformat1 \lsdpriority9 \lsdlocked0 heading 6;\lsdqformat1 \lsdpriority9 \lsdlocked0 heading 7;\lsdqformat1 \lsdpriority9 \lsdlocked0 heading 8;\lsdqformat1 \lsdpriority9 \lsdlocked0 heading 9;

\lsdpriority39 \lsdlocked0 toc 1;\lsdpriority39 \lsdlocked0 toc 2;\lsdpriority39 \lsdlocked0 toc 3;\lsdpriority39 \lsdlocked0 toc 4;\lsdpriority39 \lsdlocked0 toc 5;\lsdpriority39 \lsdlocked0 toc 6;\lsdpriority39 \lsdlocked0 toc 7;

\lsdpriority39 \lsdlocked0 toc 8;\lsdpriority39 \lsdlocked0 toc 9;\lsdqformat1 \lsdpriority35 \lsdlocked0 caption;\lsdse미hidden0 \lsdunhideused0 \lsdqformat1 \lsdpriority10 \lsdlocked0 Title;\lsdpriority1 \lsdlocked0 Default Paragraph Font;

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[illegible][illegible][illegible]

