

UGANDA / JUDGMENT

Busingye & Another v Matovu
(Miscellaneous Cause 50 of 2023)
[2024] UGCommC 115 (19 April 2024)
[2024] UGCommC 115

COURT
Commercial Court of Uganda

BEFORE
Ocaya, J

CASE / FILE NUMBER
Miscellaneous Cause 50 of 2023

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5 THE REPUBLIC OF UGANDA IN THE HIGH COURT OF UGANDA AT KAMPALA
[COMMERCIAL DIVISION]

MISCELLANEOUS CAUSE NO. 50 OF 2023

| 10 | 1.
EUNICE BUSINGYE |] | APPLICANTS |

|---|-----|---|-----|

| | 2.
REEVE ADVOCATES |] |

| | VERSUS |] |

| 15 | GERESOME TABULA MATOVU |] |

| | [Defending through Faith Nakanwagi |] |

| | Ssemwogerere, Sherina Matovu, |] | RESPONDENTS |

| | Samuel Matambu and Ida Stella Sentamu |] |

| | Gyagenda as his personal representatives |] |

Before: Hon. Justice Ocaya Thomas O. R

RULING

Introduction

This is a cause premised on Sections 57, 58 and 60 of the Advocates Act, and procedurally based on Order 51 Rules 1 and 3 of the Civil Procedure Rules. The Application seeks the 30 following reliefs:

- (a) That leave be granted to tax the Applicants' advocate-client bill of costs.
- (b) That the taxed bill of costs be paid by the Respondents in their capacity as the personal representatives of Mr. Geresome Tabula Matovu.
- 35 (c) Costs of this application be provided for.

Background

The Applicants contend that on 24 February 2024, Geresome Tabula Matovu ["GTM"] instructed the Applicants to redeem/recover 500 shares owned by him in a company

40 called Ani Yali Amanyi Stores Limited ["AYASL"] which had been illegally transferred to other parties. The Applicants contend that they were further instructed to pursue

- 5 compensation due from Government of Uganda ["GOU"] that was/is due to AYASL. Further, the Applicants contend that GTM also gave them instructions to securely keep certain documents that were important to him including the certificates of title to lands described as Kyadondo Block 255 Plot 576 and Kyadondo Block 255 Plot 580 both being certificates of title to land situate at Munyonyo. The Applicants also contend that they 10 received instructions to act for GTM when an action was filed in the High Court Family Division to adjudge him unable to administer his estate as a person of unsound mind [all
- together "the instructions"].

The Applicants contend that they undertook the engagement, secured the 15 redemption/recovery of the above-stated shares in AYASL, provided secure custody of the above stated documents which they continue to do and started pursuing the payment of monies due to AYASL in which GTM has a beneficial interest as a majority shareholder in AYASL but in the course of doing this work, their instructions were unilaterally terminated by the Respondents. The Applicants contend that at commencement of 20 instructions, it was agreed between them and GTM that the disbursements for undertaking the instructions would be borne by the Applicants and that both professional fees and disbursements would be paid by GTM at once. The Applicants contend that their services have not been paid for, hence the commencement of this cause for leave to tax their bill of costs and recover UGX 277,850,000.

The Respondent, through his personal representatives named above, contested the Applicants' claims above and opposed this application. I Summarise the Respondents' evidence as below

- (a) GTM is 93 years old and battling Alzheimer's disease which he was diagnosed with in 2019.
- (b) Upon diagnosis, he was advised to put his affairs in order. Accordingly, he transferred his shareholding in AYASL to his children and devised various properties to his children.
- (c) Unfortunately, GTM's former advocate made procedural/perfection errors in the transfer of the shareholding which led to the same being overturned by URSB on complaint by some of GTM's children.
- 5 (d) GTM did not instruct the Applicants as his mental health had greatly deteriorated for the most part of 2022 and his actions were based on instructions by his children and this is what led to the filing of HCMA 78/2022 where GTM was adjudged as unable to manage his affairs.
- (e) The Respondents contend that it was Phionah Namatovu, GTM's daughter that introduced the Applicants to him where after Faith Nakanwagi Ssemwogerere [a daughter of GTM and a deponent of an affidavit in reply] had GTM sign a power of attorney in favour of the Applicants.
- (f) It is Phiona Namatovu who engaged the Applicants, including to oppose HCMA 78/2022 and she paid the Applicants for their services.
- 15 (g) The Power of Attorney granted to the Applicant did not empower them to keep in custody his documents including his National ID, Receipts, driving permit, receipts and certificates of title
- (h) GTM signed various contradictory documents including various powers of attorney and revocations which compelled the presentation of HCMA 20 78/2022.
- (i) The agreement, if any, between GTM and the Applicants is champetous and illegal.
- (j) The Applicants have issued inconsistent claims of payment; after the ruling in HCMA 78/2022 the Applicants claimed UGX 675,400,000 as unpaid fees, a 25 figure grossly at odds with the quantum claimed in the present cause and on a separate occasion claimed UGX 169,430,000 and UGX 254,850,000.
- (k) The Applicants admitted to receiving at least UGX 1,000,000 in fees
- (l) The Applicants as advocates could not lawfully agree to take on instructions without an agreement on payment of fees.
- 30 (m) Regarding the compensation due from GOU to GTM, the same is the property of AYASL which was the owner of the land for which compensation shall be paid and which was a party to HCCS 240/2015 where the consent was entered. The Applicants were not instructed at all to pursue the above matter as AYASL by board resolution appointed M/s Ninye Katutsi & Co. Advocates, 35 M/s KTA Advocates and M/s Katutsi Lamunu & Co. Advocates who continue to undertake satisfaction of the above consent judgment from GOU

and not the Applicants. To this end, the Respondents wrote to the relevant

- 5 government agencies that the Applicants were not empowered to represent AYASL.
- (n) The Applicants are taking advantage of GTM's mental state to bring an unjustified claim.
- 10 In Response to the above, the Applicants averred as below:
- (a) GTM's shareholding in AYASL was not lawfully disposed but he was disentitled from the same by some of his children and the Applicants were duly engaged to recover the same, something which they did.
- (b) The present action deals with the engagement of the Applicants to recover 15 GTM's shares and the safekeeping of his documents and not in representing him in HCMA 78/2022 as recovery of these costs is to be handled vide HCMA 617/2023 which was commenced by the Applicants and is presently pending before the High Court (Family Division)
- (c) The Respondents are being disingenuous in as far as they assert that the 20 Powers of Attorney granted to the Applicants were invalid on account of GTM's diagnosis while the ones granted to the same of the Respondents subsequently by the same donee are valid.
- (d) The documents in the possession of the Applicants were handed to them on the instruction of GTM and taken out of the possession of Joseph Kaziro who 25 had previously kept them as GTM was suspicious of his children.
- (e) The documents are not being retained as security for payment of the Applicants' fees.
- (f) The Respondents have previously required the Applicants to relay a claim for remuneration and therefore cannot be heard to turn around and dispute the 30 existence of the Applicants' instructions and/or the services rendered.
- (g) The determination of GTM's incapacity to manage his affairs was not premised on the documents relied on by the Applicants and the said documents pre date that determination.
- (h) The Applicants were never engaged by or paid by Phiona Namatovu and the 35 said person only introduced them to GTM.
- 5 (i) The irregularities in the transfer of GTM's shares were not confined to the said advocate mistakes and involved the transfer of shareholding a deceased person a one Gesa Catherine by Mutagubya George and his siblings.
- (j) GTM is an owner of 50% shareholding in AYASL and the payment due to it from GOU formed the basis for the request for recovery/redemption of his 10 shareholding in AYASL.

Representation

The Applicants were represented by M/s Reeve Advocates and later M/s Praxlex Advocates. The Respondents were represented by M/s MESA Advocates.

Evidence and Submissions

The Applicants led evidence by way of an affidavit in support and an affidavit in rejoinder both deposed by the 1st Applicant, Eunice Busingye. The Respondents led evidence by way of affidavits in rejoinder deposed by Faith Nakanwagi Ssemwogerere, Mutagubya 20 George and Ida Stella Sentamu-Gyagenda.

Both parties, with leave of court made written submissions in support of their respective cases which I have read but I have not seen the need to reiterate the same below but I have considered the same before arriving at my decision.

Decision

The present action arises from an alleged advocate client relationship between the Applicants and GTM. It must be noted that the basis of an advocate's engagement is in the law of contract; the retention of an advocate is under contract. Owing to the special character of the advocate client relationship, a special legal framework regulates the same and supplements on the law of contract. This framework is comprised of legislation (including the Advocates Act and the regulations) and common law. See **Matovu & Matovu Advocates v Damani Jyotibala & Ors HCMA 29/2021**

35 The Advocates Act and Regulations provide for the conduct of the practice of an advocate, and common law rules and remedies, for example, an advocate's lien. See **Geoffrey Nangumya v Attorney General & Ors. Const Petition 1/2021, Gavin Edmondson Solicitors v Haven Insurance Company Limited (2018) UKSC 21, Joseph Makilap**

5 Kipkoros v Independent Electoral and Boundaries Commission & 2 others Election Petition No. 2 of 2017, City of Oronco v Fitzpatrick Real Estate LLC and Whitney National Bank of New Orleans, Louisiana A15-0055

It was contended by the Respondents that the Applicants could not have a valid engagement where there wasn't an agreement for fees. While I will deal with the issue of the engagement letter, it is clear from our law that what is material is an agreement between the client to instruct the advocate and an agreement by the advocate to take up those instructions. The advocate and the client may agree a fee for the engagement, but where no agreement is reached, the advocates act and relevant regulations create a framework for the determination of the fee. Therefore, the agreement between a client and an advocate is not invalidated by the absence of an agreement on fees. See **Peter Jogo Tabu v Peter Langi HCMA 23/2017**

To provide for instances where there are fees disputes, Section 57 of the Advocates Act 20 creates a framework where fees disputes may be determined and resolved. **Section 57(1)** of the Advocates Act provides thus

"Subject to this Act, no suit shall be brought to recover any costs due to an advocate until one month after a bill of costs has been delivered in accordance with the requirements of this section; except that if there is probable cause for believing 25 that the party chargeable with the costs is about to quit Uganda, or to become a bankrupt, or to compound with his or her creditors, or to do any other act which would tend to prevent or delay the advocate obtaining payment, the court may, notwithstanding that one month has not expired from the delivery of the bill, order that the advocate be at liberty to commence a suit to recover his or her costs 30 and may order those costs to be taxed."

Pre-Conditions to Application

In *Peter Tabu v Peter Langi* (*supra*), the court clarified on the import of the above provision:

35 "However, in absence of an agreement for fees, if a dispute arises between an advocate and a client regarding the amount of fees payable such that the costs have to be taxed, the client is provided with a special protection under the taxation process. In such a case, no suit can be commenced to recover any costs due to the advocate until one

- 5 month after a bill of costs has been delivered in accordance with the requirements of section 57 of The Advocates Act. The requirements are;
- (a) the bill must be signed by the advocate, or if the costs are due to a firm, one partner of that firm, either in his or her own name or in the name of the firm, or be enclosed 10 in, or accompanied by, a letter which is so signed and refers to the bill; and
- (b) the bill must be delivered to the party to be charged with it, either personally or by being sent to him or her by registered post to, or left for him or her at, his or her place of business, dwelling house, or last known place of abode.
- 15 Although an advocate / client bill of costs can be in the form of a lump sum bill (a bill that describes the legal services to which it relates and specifies the total amount of costs), s 58 (2) of The Advocates Act requires it to be an itemized bill (a bill that specifies in detail how the legal costs are made up) if it is to be settled after taxation.
- 20 Nevertheless, the combined effect of sections 57 and 58 of The Advocates Act, in respect of a Bill of Costs for advocate and client charges duly delivered would appear to be that: (1) the advocate cannot lawfully sue until after expiry of one month after delivery of the bill of costs; (2) the client has a period of one month after being served with it, within which to demand and obtain taxation of the bill of costs by a Taxing 25 Officer. If demand for taxation of the bill of costs is not made by the client within that period, then on the application either of the advocate or of client, the court may upon such terms, if any, as it thinks fit, not being terms as to the costs of the taxation, order that the bill shall be taxed."

- 30 In the instant case, it is common ground that a bill was issued by the Applicant which is opposed to by the Respondents. There has been no demand, and there is no evidence on the same on the record, of the respondents to subject the bill to taxation. The Respondents essentially take the view that the Applicants were not validly and duly instructed to undertake the work for which they claim payment for. It follows that these above 35 conditions precedent to an application of this nature have been met.

Even then, as correctly noted in the Jogo Tabu Decision (above) the preconditions in Section 57 are largely procedural and not jurisdictional. The aim is to prevent the taxation

- 5 of a client-advocate bill without the involvement of the client. A client-advocate bill of costs differs from a party-to-party bill of costs in the sense that unlike the latter which only seeks to recover sums reasonably expended by a party who has been awarded such reimbursement, an advocate client bill enables the recovery of all sums of money which were agreed on by the parties either expressly or were reasonably implied. See
- 10 **Malkinson v. Trim** [2003] 2 All ER 356, **Makumbi v Solle Electrics (U) Ltd** (1990- 1994) 1 EA 306, **Premchard Raichand v Quarry Services of East Africa** (1972) EA 162, **Hon Ababiku Esther v Eriyo Jesca HCMA 4,31,27 of 2015**

Therefore, it does not follow that, for instance in an action, a party who succeeds will be 15 entitled as against the party who doesn't the entire costs incurred by them and paid to their advocate. They will only recover so much of those expenses as are reasonable and incur the result which are, to use the phrasing of my learned brother Justice Mubiru, "luxuries".

20 Therefore, non-compliance with the above preconditions is not fatal, and the court may grant leave to have the bill taxed either way, especially where the client has participated in the proceedings for leave to tax the bill, such as in the instant case.

Therefore, in determining an application of this nature, I believe the court ought to 25 consider the following

- (a) Were the preconditions in Section 57 complied with, and if not, is it just and fair to entertain the application anyway?
- (b) Were instructions to conduct the work for which fees are claimed in the 30 bill given?
- (c) Are there any other reasons to decline the grant of leave to tax the bill of costs?

I will employ the above threshold. Consideration (a) above has already been disposed of. 35 I will deal with (b) and (c)

Existence of Instructions

The Applicants in their bill claimed the following set of instructions

- (a) Recovering 500 shares belonging to GTM.

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- 5 (b) Retrieving documents handed over to Joseph Kaziro
- (c) Pursuance of compensation due to GTM from GOU.

In the Matovu & Matovu case (above), the court held thus

"As a general principle, the relationship of advocate and client is a relationship 10 between two contracting parties. Being contractual, its general contours are governed by the same rules that govern the creation of a contract and so it must be proved like any other contract. The easiest method of proving an advocateclient relationship is a written retainer agreement or engagement letter describing the existence and scope of the advocate's representation of the client. However, 15 neither a written contract nor an express appointment and acceptance is essential to the formation of the relationship. The relationship may be established by mutual agreement manifested in express words or conduct. Courts can and do use other evidence to establish the existence of the advocate-client relationship, including the parties' behaviour, correspondence between the advocate and the 20 client, invoices for services rendered, proof of payment made to the advocate, and other relevant facts or information. There has to be some form of agreement: whether oral or in writing, or inferred by the conduct of the parties. The relationship of advocate and client may be created when the following three things occur: (i) a person seeks advice or assistance from an advocate, (ii) the advice or 25 assistance sought pertains to matters within the advocate's professional competence, and (iii) the advocate expressly or impliedly agrees to give or actually gives the desired advice or assistance."

In this case, the Applicant who alleges that there was an agreement to undertake the 30 above work bears the duty to prove the same. See **Matovu & Matovu Advocates v Damani Jyotibala & Ors HCMA 29/2021, Coshott v Barry [2009] NSWCA 34**

The Applicants adduced two documents, Annexures A and G to the affidavit in support. The Documents on their face clearly empower the Applicants to undertake the above 35 stated instructions. The document is dated 24 February 2024.

I must note that Annexure C of the affidavit in support which is also signed by GTM features a jurat/certificate of translation after GTM's signature.

- 5 Annexures A and G do not bear a certificate of translation. Annexure A to the affidavit of George Mutagubya which is a power of attorney signed by GTM doesn't bear a certificate of translation. However, the Annexure to the power of attorney states that the contents of the same have been read over and translated to GTM in Luganda and they are a reflection of his wishes. The addendum to this power of attorney dated 1 December 2020

- 10 does not have a certificate of translation. Further, Annexure C to the same affidavit which is said to be a board resolution signed by GTM also doesn't have a certificate of translation. I have also looked at Annexure E also signed by the same GTM which is a board resolution appointing counsel in respect of AYASL's claim for compensation in respect of Ranch No. 26A Masaka Ranching Scheme which also doesn't have a certificate
- 15 of translation. Another document alleged to be signed by GTM and annexed to the same affidavit is (erroneously) marked Annexure A and is after Annexure G. It presents as a later to a one Daniel Kityo Matovu and is dated 8 April 2020 and it also doesn't have a certificate of translation.
- 20 Annexure C of the affidavit of Ida Gagyenda is another document stated as signed by GTM which revokes the grant of powers of attorney to Kaziro Joseph. The document has a certificate of translation. Further, Annexure G to the same affidavit which is a revocation of the grant of letters of administration to the 1st Applicant also has a certificate of translation as does Annexure K to the same affidavit which is an amendment of the 25 powers of attorney to the 1st Applicant.

I have also considered that, on many documents, GTM signed by placing a signature together with his thumbprint.

- 30 In my view, it is more likely than not that GTM is illiterate. This evidence by many documents, some of them dated before this suit, with certificates of translation or at least, acknowledgments of translation and secondly, a set of documents on which GTM signed by both signature and thumbprint, which is unusual of a person who can read and write. I am strengthened in this view by the power of attorney and annexure executed in 2020
- 35 which provided an acknowledgment of a translation and was done prior to the alleged instruction of the Applicants and before this dispute.

5 Having found that GTM is illiterate and the two documents relied by the Applicants as proof of their instructions do not have a certificate of translation, it is important to consider what impact this has.

Section 3 of the Illiterates Protection Act provides

"Any person who shall write any document for or at the request, on behalf or in 10 the name of any illiterate shall also write on the document his or her own true and full name as the writer of the document and his or her true and full address, and his or her so doing shall imply a statement that he or she was instructed to write the document by the person for whom it purports to have been written and that it fully and correctly represents his or her instructions and was read over and 15 explained to him or her."

The two documents are essentially letters to the Applicants. I did not find evidence that they were written by the Applicants. However, whoever wrote the said letters ought to have indicated their name and address and certified the translation. See **Paul Rujura v**

20 Nayebare Fred Kyamuzigita CACA 85/2013, Nambowa Rashida v Bavekuno Mafuma CACA 6/2016

It must be noted that failure to comply with the certification requirements under the act attracts the sanctions under Section 4 and none of which include invalidity of the 25 document/instrument. I have considered the decision in **Stanbic Bank v Moses Ssenyonjo & Anor CACA 17/2012** where the learned justices of the Court of Appeal held that noncompliance with the Illiterates Protection Act is fatal as conduct barred by law cannot be found to be the basis of a legitimate claim. See also **Kasaala Growers Cooperative v Kakoza Jonathan & Anor MA 19/2010**, **Ngoma Ngime v Winnie 30 Byanyima EPA 11/2002**, **Kabuye Abdu & Anor v Magunda Senteza David HCCS 37/2021**

The above decision is binding on me. It is important to note that, as was held in **Stanbic Bank v Moses Ssenyonjo & Anor** (supra), the adverse party's knowledge of the illiteracy 35 is not a factor. In this case, the Applicants prepared some documents, such as the powers of attorney with certificates of translation implying, they were aware of the same. I would therefore find the said documents void.

5 Section 54(1) of the Contracts Act provides

"Where an agreement is found to be void or when a contract becomes void, a person who received any advantage under that agreement or contract is bound to restore it or to pay compensation for it, to the person from whom he or she received the advantage."

It therefore follows, that in spite of the above determination, where a benefit was derived, the Respondent would be entitled to make payment for the same. See **Dr. Rashid Semuddu v Bulaimu Matovu CS 2641-2016**.

15 Lack of Capacity

It was contended by the Respondents that GTM had been diagnosed with Alzheimer's disease at the time of purportedly instructing the Applicants and therefore he did not have capacity to contract. As noted above, the basis of the advocate's engagement is in the law of contract.

20

Section 11 (1) of the Contracts Act provides:

"A person has capacity to contract where that person is—

- (a) eighteen years or above;

- (b) of sound mind; and
- 25 (c) not disqualified from contracting by any law to which he or she is subject."

The principal of law is that persons of unsound mind are capable of contracting in periods when they are capable of understanding what they are doing and what the impact of the same is (called "Lucid Intervals"). The burden of proving unsoundness of mind is on the

person claiming the same. See **Cheshire, Fifoot and Furmston's Contract Law, 16th 30 Edition, Chapter 13, Page 686-687, Trietel, The Law of Contract, Para 12-052 to 12- 601**

Therefore, what matters for Section 11(1)(b) above is whether the person was of sound 35 mind at the conclusion of the contract. See **Manches v Trimborn (1946) 115 L. J. K. B. 305; In the Estate of Park [1954] P. 112; Gibbons v Wright (1954) 91 C. L. R. 423; Re Beaney [1978] 1 W. L. R. 770.**

- 5 Whereas the diagnosis of GTM was alluded to, the Respondents did not provide, in some detail, evidence regarding his condition. It was not clear to me whether the condition of GTM was such that he was permanently impaired or whether there were lucid intervals. I have looked at the ruling in which the Applicant was adjudged of unsound mind and whereas the medical evidence is not reiterated in in some detail, the finding of the court
- 10 leads to the inference that GTM's decision making and comprehension abilities are at present limited. It must be noted that the instruction documents predate this ruling.

Considering the evidence, it is important to note that Respondents rely on some documents, especially powers of attorney and revocations, issued after the provision of 15 the instruction documents to the Applicants and well after GTM's diagnosis which they assert as valid. This is evidence that GTM was not, at least at the time when the Applicants' instructions were rendered, totally unable to understand what he was doing or its impact on the same. Moreover, even the adjudgment ruling does not rule out the existence of lucid intervals, save that the court returned the finding, consequent to the instructions 20 that GTM's ability to manage his own affairs was heavily compromised by his condition and he required assistance.

Further, I note that the Respondents, through M/s Mesa Advocates, wrote to the Applicants requiring them to state how much was due for their services. This is, in my 25 view, tacit recognition of the existence of the agreement between the Applicants and GTM and its validity. The Respondents having represented that there was a sum payable for the Applicants' services cannot now be heard to assert that instead there was no instruction and no sum is payable. See **Ismail v Polish Ocean Liners (1976) 1 ALL ER 902, 907, Parchand Freres SA v Establishments General Grain Co. (1970) 1 Lloyds 30 Rep 53**

Inconsistency in Bills

It was contended that the Applicant presented varying bills with varying amounts. A reading of Sections 57, 58 and 60 of the Advocates Act together with Regulations 10 and 35 13 of the Remuneration Regulations shows that the ascertainment of the sum payable in fees is in the jurisdiction of the taxing master and may only be determined by the Judge either by reference or appeal. Accordingly, the issues to do with variances and a

5 determination of the quantum of fees is outside the scope of this application and is determined at taxation.

Instructions in Respect of the Company

It was contended that the company AYASL had already engaged advocates to pursue its

- 10 claim and GTM couldn't lawfully instruct the Applicants. As already noted above, when dealing with an advocate-client bill, the court considers the instructions that were agreed on at a cost agreed on or implied, even if the same are excesses/luxuries.
- It must be noted that whereas, as correctly submitted by Counsel for the Respondents, 15 the payment from GOU is the property of AYASL, GTM as a shareholder in AYASL is a beneficial owner of the same. See **Ssentongo Geoffrey v Mukono Industries (U) Limited HCCS 55/2012**

At the very least, GTM has an interest in ensuring the said sums are paid to the company. 20 A beneficial owner can take action to recover property they have a beneficial interest in. See **Ssentongo Geoffrey v Mukono Industries (U) Limited HCCS 55/2012, Israel Kaggwa v Martin Musiga SCCA 52/1995**

- In my view, the GTM's recovery efforts in instructing the Applicants were complimentary 25 with those of AYASL. I have not been presented with a bar in the memorandum and articles of Association arts or in law preventing GTM from, at his own expense, taking complementary measures to cause recovery of monies in which he has a beneficial interest.
- 30 Other Reasons Preventing Leave

I have not found any reasons or evidence warranting the denial of leave on any other grounds and neither have the Respondents provided the same to me. It is trite law that courts base their decisions on evidence and not assumptions, abstractions or innuendos. See **Aya Investments v International Development Corporation Of South Africa 35 HCMA 3063/2023, Great Lakes Petroleum Limited v Vivo Energy Uganda Limited HCMC 133/2023, Smile Communications Limited v ATC Uganda Limited HCMA 2314/2023**

I therefore find no other reason to deny leave.

The Applicants prayed that the taxed costs be borne by the Respondents and not GTM. It must be noted that the Respondents are personal representatives of GTM who were empowered by court under the Administration of Estates of Unsound Mind Persons Act to manage the estate and affairs of GTM in his stead.

15 Such a person cannot, except as otherwise provided by law or by court order, personally bear the expenses or liabilities of the adjudged and neither can they, by such a grant obtain an interest in any of the adjudged's property except as a trustee.

Accordingly, the Respondents' role is merely to cause the payment of the sums that maybe be taxed from GTM/his estate, in accordance with such procedural or other requirements that may be applicable to their grant.

- (a) That leave be granted to tax the Applicants' advocate-client bill of costs.
- (b) That the taxed costs be paid by Mr. Geresome Tabula Matovu and Geresome Tabula Matovu's personal representatives namely Faith Nakanwagi 35 Ssemwogerere, Sherina Matovu, Samuel Matambu and Ida Stella Sentamu Gyagenda are directed to cause payment of the sums that would have been taxed.
- (c) Mr. Geresome Tabula Matovu and Geresome Tabula Matovu will meet the costs of this application and Geresome Tabula Matovu's personal representatives namely

DATED this______day of______2024 and uploaded
on ECCMIS. **Ocaya Thomas O. R 15 Judge** 8th April

Application of the Slip Rule

It is so ordered.

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Prepared on 14 October 2026 · Esheria