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# Uganda Gazette



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## SUPPLEMENTS

### Statutory Instruments

- No. 57—The Traffic and Road Safety (Speed of Motor Vehicle) (Exemption) (No. 11) Order, 2009.  
No. 58—The Traffic and Road Safety (Speed of Motor Vehicle) (Exemption) (No. 12) Order, 2009.  
No. 59—The External Trade (Import Licence) (Tiger Head Brand Batteries) (No. 2) Order, 2009.

### Act

- No. 8—The Mortgage Act, 2009.  
No. 9—The Appropriation Act, 2009.

General Notice No. 442 of 2009.

## THE ADVOCATES ACT.

### NOTICE.

#### APPLICATION FOR A CERTIFICATE OF ELIGIBILITY.

IT IS HEREBY NOTIFIED that an application has been presented to the Law Council by Nabakooza Daisy Lynda who is stated to be a holder of Bachelor of Laws of Makerere University having been awarded a Degree on the 6th day of October, 2006 and to have been awarded a Diploma in Legal Practice by the Law Development Centre on the 31st day of July, 2009 for the issue of a Certificate of Eligibility for entry of her name on the Roll of Advocates for Uganda.

Kampala,  
16th October, 2009.

STELLA NYANDRIA,  
*for Secretary, Law Council.*

General Notice No. 443 of 2009.

## THE ADVOCATES ACT.

### NOTICE.

#### APPLICATION FOR A CERTIFICATE OF ELIGIBILITY.

IT IS HEREBY NOTIFIED that an application has been presented to the Law Council by Walugembe Tom who is stated to be a holder of Bachelor of Laws of Makerere University having been awarded a Degree on the 29th day of January, 2008 and to have been awarded a Diploma in Legal Practice by the Law Development Centre on the 31st day of July, 2009 for the issue of a Certificate of Eligibility for entry of his name on the Roll of Advocates for Uganda.

Kampala,  
16th October, 2009

STELLA NYANDRIA,  
*for Secretary, Law Council.*

General Notice No. 444 of 2009.

## THE ADVOCATES ACT.

### NOTICE.

#### APPLICATION FOR A CERTIFICATE OF ELIGIBILITY.

IT IS HEREBY NOTIFIED that an application has been presented to the Law Council by Olekwa Abdunassar who is stated to be a holder of Bachelor of Laws of Islamic University in Uganda having been awarded a Degree on the 9th day of February, 2008 and to have been awarded a Diploma in Legal Practice by the Law Development Centre on the 31st day of July, 2009 for the issue of a Certificate of Eligibility for entry of his name on the Roll of Advocates for Uganda.

Kampala,  
17th September, 2009.

BAGEYA MOTOOKA AARON,  
*for Secretary, Law Council.*

General Notice No. 445 of 2009.

## THE COMPANIES ACT, LAWS OF UGANDA, 2000.

(Cap. 110).

### NOTICE.

PURSUANT to section 19(4) of the Companies Act, notice is hereby given that Aktion Africa Hilfe Limited has by special Resolution passed on the 27th day of August, 2009 and with the approval of the Registrar of Companies changed in name to Action Africa Help-International Uganda Limited and that such new name has been entered in my Register.

DATED at Kampala this 28th day of October, 2009.

MUGABE ROBERT,  
*Assistant Registrar of Companies.*

General Notice No. 446 of 2009.

## THE COMPANIES ACT, LAWS OF UGANDA, 2000.

(Cap. 110).

### NOTICE.

PURSUANT to section 19(4) of the Companies Act, notice is hereby given that Northern Engineering Power Construction Limited has by special Resolution passed on the 2nd day of September, 2009 and with the approval of the Registrar of Companies changed in name to Northern Engineering Power and Tower Construction E.A (U) Limited and that such new name has been entered in my Register.

DATED at Kampala this 3rd day of September, 2009.

MAUDAH ATUZARIRWE,  
*Assistant Registrar of Companies.*

General Notice No. 447 of 2009.

THE COMPANIES ACT, LAWS OF UGANDA, 2000.

(Cap. 110).

NOTICE.

PURSUANT to section 19(4) of the Companies Act, notice is hereby given that NR Cyber Business Systems (U) Ltd has by special Resolution passed on the 15th day of October, 2009 and with the approval of the Registrar of Companies changed in name to One... Solutions Ltd and that such new name has been entered in my Register.

DATED at Kampala this 20th day of October, 2009.

BEN TURYASINGURA,  
*Assistant Registrar of Companies.*

General Notice No. 448 of 2009.

ELECTRICITY REGULATORY AUTHORITY

Plot 15 Shimoni Road, Nakasero, P.O. Box 10332, Kampala

Tel: +256-414-341852/646 Fax: +256-414-341624

E-mail: era@africaonline.co.ug



REVOCATION NOTICE: WEST NILE RURAL  
ELECTRIFICATION COMPANY (WENRECo)

The public and especially those parties affected by WENRECo operations, are requested to take note that pursuant to Section 42 of the Electricity Act, 1999 (Cap. 145 Laws of Uganda) the Authority at its 159th Meeting resolved to give notice to West Nile Rural Electrification Company (WENRECo) that the Authority will consider revocation of Licence No. 019 issued to WENRECo in March 2003 to generate, distribute and sell electricity in the West Nile region of Uganda.

WENRECo has been invited to show cause by 23rd October, 2009 why the said licence should not be revoked due to the following breaches:

**(a) Supply Obligation:**

Under the Licence No. 019 WENRECo must supply electricity for a minimum of 18 hours every day. For the past one year this was not the case in breach of this existing licence obligation.

**(b) Submission of Annual Audited Accounts:**

Under Licence No. 019 WENRECo was expected to submit to the Authority its Annual Audited Financial Statements not later than 90 days after the end of each financial year WENRECo has persistently breached this licence condition. The audited statements for 2008 have not been submitted to date.

**(c) Completion of the 3.5MW Nyagak Mini Hydropower Project**

Under the Licence No. 019 WENRECo was expected to have developed and commissioned into operation the Nyagak Mini Hydropower Project within three years from the date of Financial Closure which has not occurred.

The Authority believes that WENRECo may not be in position to complete the Nyagak Hydro Power Project in reasonable time in spite of the numerous reasons advanced by them.

Additionally note that under Section 42(5) of the Electricity Act the Authority is empowered and "shall take such action as is necessary to ensure that the supply of service to consumers is not unduly interrupted as a result of the revocation" of WENRECo's Licence No. 019.

Dated at ERA Kampala, this 7th day of September, 2009

MANAGEMENT

General Notice No. 449 of 2009.

THE MINING ACT, 2003  
(The Mining Regulations, 2004)

NOTICE OF GRANT OF EXPLORATION LICENCE

IT IS HEREBY NOTIFIED that Renewal of Exploration Licence number EL 0087, registered as number 000660 has been granted in accordance with the provisions of Section 30 to M/s. Euro Minerals Limited of P.O. Box 11570, Kampala for a period of two (2) years effective from 9th February, 2009.

The Exploration area subject to the Exploration Licence is 21.5km<sup>2</sup> and is on Topography map sheet number 85/4 and 94/2 situated in Ntungamo District.

DATED at Entebbe, this 20th day of October, 2009.

GRACE NAKKU,  
*for Commissioner for Geological Survey and  
Mines Department.*

General Notice No. 450 of 2009.

THE TRADE MARKS ACT.  
(Cap. 83).  
NOTICE.

NOTICE IS HEREBY GIVEN that any person who has grounds to oppose the registration of any of the marks advertised herein may within sixty days from the date of this *Gazette*, lodge a Notice of opposition on Trade Mark Form No. 6 together with a fee of Shs. 4000 in case of National applicants or US\$ 250 in case of Foreign applicants. The period of lodging Notice of opposition may be extended in suitable cases by the Registrar as he thinks fit upon such terms as he may direct. Formal opposition should not be lodged until after reasonable notice has been given by letter to the applicant so that he may have an opportunity to withdraw his application before the expense of opposition proceedings is incurred. Failure to give such notice will be taken into account in considering any application by the opponent for an order for costs if the opposition is uncontested by the applicant. Representations of the marks herein advertised can be inspected at the office of the Registrar of Trade Marks, Amama House, Plot No. 5B George Street, P.O. Box 6848, Kampala.

(21) APPLICATION No. 2009/40047 IN PART "A".  
(52) Class 9.  
(54)

**MOVING  
FORWARD**

(53)  
(59)  
(64)

(57) *Nature of goods*— Scientific, nautical, surveying, photographic, cinematographic, optical, weighing, measuring, signaling, checking (supervision), life-saving and teaching apparatus and instruments; apparatus and instruments for conducting, switching, transforming, accumulating, regulating or controlling electricity; apparatus for recording, transmission or reproduction of sound or images; magnetic data carriers, recording discs; automatic vending machines and mechanisms for coin-operated apparatus; cash registers, calculating machines, data processing equipment and computers; fire-extinguishing apparatus.

(73) *Name of applicant*— The Standard Bank of South Africa Limited.

(77) *Address*— 5 Simmonds Street, Johannesburg, Gauteng South Africa.

(74) C/o Sipi Law Associates, P.O. Box 4180, Kampala.

(22) *Date of filing application*— 2nd June, 2009.

(21) APPLICATION NO. 2009/40049 IN PART "A".

(52) Class 9.

(54)

## SBG BANK

(53)

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(57) *Nature of goods*— Scientific, nautical, surveying, photographic, cinematographic, optical, weighing, measuring, signaling, checking (supervision), life-saving and teaching apparatus and instruments; apparatus and instruments for conducting, switching, transforming, accumulating, regulating or controlling electricity; apparatus for recording, transmission or reproduction of sound or images; magnetic data carriers, recording discs; automatic vending machines and mechanisms for coin-operated apparatus; cash registers, calculating machines, data processing equipment and computers; fire-extinguishing apparatus.

(73) *Name of applicant*— The Standard Bank of South Africa Limited.

(77) *Address*— 5 Simmonds Street, Johannesburg, Gauteng South Africa.

(74) C/o Sipi Law Associates, P.O. Box 4180, Kampala.

(22) *Date of filing application*— 2nd June, 2009.

(21) APPLICATION NO. 2009/40045 IN PART "A".

(52) Class 9.

(54)

## LET'S MOVE FORWARD

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(57) *Nature of goods*— Scientific, nautical, surveying, photographic, cinematographic, optical, weighing, measuring, signaling, checking (supervision), life-saving and teaching apparatus and instruments; apparatus and instruments for conducting, switching, transforming, accumulating, regulating or controlling electricity; apparatus for recording, transmission or reproduction of sound or images; magnetic data carriers, recording discs; automatic vending machines and mechanisms for coin-operated apparatus; cash registers, calculating machines, data processing equipment and computers; fire-extinguishing apparatus.

(73) *Name of applicant*— The Standard Bank of South Africa Limited.

(77) *Address*— 5 Simmonds Street, Johannesburg, Gauteng South Africa.

(74) C/o Sipi Law Associates, P.O. Box 4180, Kampala.

(22) *Date of filing application*— 2nd June, 2009.

(21) APPLICATION NO. 2009/40050 IN PART "A".

(52) Class 16.

(54)

## SBG BANK

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(57) *Nature of goods*— Paper, cardboard and goods made from these materials, not included in other classes; printed matter; bookbinding material; photographs; stationery; adhesives for stationery or household purposes; artists' materials; paint brushes; typewriters and office requisites (except furniture); instructional and teaching material (except apparatus); plastic materials for packaging (not included in other classes) printers' type; printing blocks.

(73) *Name of applicant*— The Standard Bank of South Africa Limited.

(77) *Address*— 5 Simmonds Street, Johannesburg, Gauteng South Africa.

(74) C/o Sipi Law Associates, P.O. Box 4180, Kampala.

(22) *Date of filing application*— 2nd June, 2009.

(21) APPLICATION NO. 2009/40048 IN PART "A".

(52) Class 16.

(54)

## MOVING FORWARD

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(57) *Nature of goods*— Paper, cardboard and goods made from these materials, not included in other classes; printed matter; bookbinding material; photographs; stationery; adhesives for stationery or household purposes; artists' materials; paint brushes; typewriters and office requisites (except furniture); instructional and teaching material (except apparatus); plastic materials for packaging (not included in other classes) printers' type; printing blocks.

(73) *Name of applicant*— The Standard Bank of South Africa Limited.

(77) *Address*— 5 Simmonds Street, Johannesburg, Gauteng South Africa.

(74) C/o Sipi Law Associates, P.O. Box 4180, Kampala.

(22) *Date of filing application*— 2nd June, 2009.

(21) APPLICATION NO. 2009/40046 IN PART "A".

(52) Class 16.

(54)

## LET'S MOVE FORWARD

(53)

(59)

(64)

(57) *Nature of goods*— Paper, cardboard and goods made from these materials, not included in other classes; printed matter; bookbinding material; photographs; stationery; adhesives for stationery or household purposes; artists' materials; paint brushes; typewriters and office requisites (except furniture); instructional and teaching material (except apparatus); plastic materials for packaging (not included in other classes) printers' type; printing blocks.

(73) *Name of applicant*— The Standard Bank of South Africa Limited.

(77) *Address*— 5 Simmonds Street, Johannesburg, Gauteng South Africa.

(74) *C/o* Sipi Law Associates, P.O. Box 4180, Kampala.

(22) *Date of filing application*— 2nd June, 2009.

(21) APPLICATION NO. 32493 IN PART "A".

(52) Class 19.

(54)



(53) *Disclaimer*— Registration of this trademark shall give no right to the exclusive use of the words "CEMENT", "READY MIX" and "FOR GENERAL APPLICATION" except as represented.

(59)

(64)

(57) *Nature of goods*— Building materials (non-metallic); non-metallic rigid pipes for building; asphalt, pitch and bitumen; non-metallic transportable buildings; monuments, not of metal.

(73) *Name of applicant*— Hima Cement Limited.

(77) *Address*— P.O. Box 7230, Kampala.

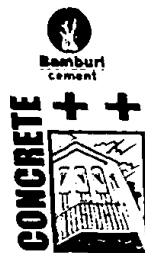
(74) *C/o* Sebalu & Lule Advocates, P.O. Box 2255, Kampala.

(22) *Date of filing application*— 27th October, 2009.

(21) APPLICATION NO. 32492 IN PART "A".

(52) Class 19.

(54)



(53) *Disclaimer*— Registration of this trademark shall give no right to the exclusive use of the words "CEMENT", "CONCRETE AND THE SIGN PLUS" and "FOR GENERAL APPLICATION" except as represented.

(59)

(64)

(57) *Nature of goods*— Building materials (non-metallic); non-metallic rigid pipes for building; asphalt, pitch and bitumen; non-metallic transportable buildings; monuments, not of metal.

(73) *Name of applicant*— Hima Cement Limited.

(77) *Address*— P.O. Box 7230, Kampala.

(74) *C/o* Sebalu & Lule Advocates, P.O. Box 2255, Kampala.

(22) *Date of filing application*— 27th October, 2009.

(21) APPLICATION NO. 32491 IN PART "A"

(52) Class 19.

(54)



(53) *Disclaimer*— Registration of this trademark shall give no right to the exclusive use of the words "CEMENT", "CONCRETE PLUS" and "FOR GENERAL APPLICATION" except as represented.

(59)

(64)

(57) *Nature of goods*— Building materials (non-metallic); non-metallic rigid pipes for building; asphalt, pitch and bitumen; non-metallic transportable buildings; monuments, not of metal.

(73) *Name of applicant*— Hima Cement Limited.

(77) *Address*— P.O. Box 7230, Kampala.

(74) *C/o* Sebalu & Lule Advocates, P.O. Box 2255, Kampala.

(22) *Date of filing application*— 27th October, 2009.

(21) APPLICATION NO. 32462 IN PART "A".

(52) Class 12.

(54)



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(57) *Nature of goods*— Vehicles; apparatus for locomotion by land, air or water.

(73) *Name of applicant*— Unique Import House Ltd.

(77) *Address*— P.O. Box 2301, Kampala.

(74)

(22) *Date of filing application*— 23rd October, 2009.

(21) APPLICATION NO. 32454 IN PART "A".

(52) Class 11.

(54)



(53) *Disclaimer*— Registration of this trademark shall give no right to the exclusive use of the word "CANADA" except as represented.

(59)

(64)

(57) *Nature of goods*— Apparatus for lighting, heating, steam generating, cooking, refrigerating, drying, ventilating, water supply and sanitary purposes.

(73) *Name of applicant*— Krishnaas (Uganda) Ltd.

(77) *Address*— P.O. Box 22722, Kampala.

(74)

(22) *Date of filing application*— 20th October, 2009.

(21) APPLICATION NO. 32461 IN PART "A".

(52) Class 12.

(54)



(53)

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(57) *Nature of goods*— Vehicles; apparatus for locomotion by land, air or water.

(73) *Name of applicant*— Unique Import House Ltd.

(77) *Address*— P.O. Box 2301, Kampala.

(74)

(22) *Date of filing application*— 23rd October, 2009.

(21) APPLICATION NO. 32463 IN PART "A".

(52) Class 12.

(54)



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(59)

(64)

(57) *Nature of goods*— Vehicles; apparatus for locomotion by land, air or water.

(73) *Name of applicant*— Unique Import House Ltd.

(77) *Address*— P.O. Box 2301, Kampala.

(74)

(22) *Date of filing application*— 23rd October, 2009.

Kampala, MAUDAH ATUZARIRWE,  
29th October, 2009. Assistant Registrar of Trade Marks.

(21) APPLICATION NO. 32328 IN PART "A".

(52) Class 16.

(54)



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(64) *Associations*—To be associated with T.M. No. 32327.

(57) *Nature of goods*— Paper, cardboard and goods made from these materials, not included in other classes; printed matter; bookbinding material; photographs; stationery; adhesives for stationery or household purposes; artists' materials; paint brushes; typewriters and office requisites (except furniture); instructional and teaching material (except apparatus); plastic materials for packaging (not included in other classes) printers' type; printing blocks.

(73) *Name of applicant*— Akita Inc.

(77) *Address*— 2711 Centerville Road Suite 400, Wilmington, Delaware 19808, USA.

(74) C/o Sipi Law Associates, P.O. Box 4180, Kampala.

(22) *Date of filing application*— 1st September, 2009.

(21)

APPLICATION NO. 32327 IN PART "A".

(52)

Class 16.

(54)



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Your world, insured

(57) *Nature of goods*— Paper, cardboard and goods made from these materials, not included in other classes; printed matter; bookbinding material; photographs; stationery; adhesives for stationery or household purposes; artists' materials; paint brushes; typewriters and office requisites (except furniture); instructional and teaching material (except apparatus); plastic materials for packaging (not included in other classes) printers' type; printing blocks.

(73) *Name of applicant*— Akita Inc.

(77) *Address*— 2711 Centerville Road Suite 400, Wilmington, Delaware 19808, USA.

(74) C/o Sipi Law Associates, P.O. Box 4180, Kampala.

(22) *Date of filing application*— 1st September, 2009.

(21)

APPLICATION NO. 32466 IN PART "A".

(52)

Class 16.

(54)



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(57) *Nature of goods*— Paper, cardboard and goods made from these materials, not included in other classes; printed matter; bookbinding material; photographs; stationery; adhesives for stationery or household purposes; artists' materials; paint brushes; typewriters and office requisites (except furniture); instructional and teaching material (except apparatus); plastic materials for packaging (not included in other classes); printers' type; printing blocks.

(73) *Name of applicant*— Icon Media Communications Ltd.

(77) *Address*— P.O. Box 4283, Kampala.

(74)

(22) *Date of filing application*— 23rd October, 2009.

(21)

APPLICATION NO. 32344 IN PART "A".

(52)

Class 34.

(54)

EPHEMERE

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(57) *Nature of goods*— Tobacco; smokers' articles; matches.

(73) *Name of applicant*— American Cigarette Company (Overseas) Limited.

(77) *Address*— Zaehlerweg 4, Zug 6300, Switzerland.

(74) *C/o*. J.B. Byamugisha Advocates, P.O. Box 9400, Kampala.

(22) *Date of filing application*— 9th September, 2009.

(21) APPLICATION NO. 32299 IN PART "A".

(52) Class 9.

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(57) *Nature of goods*— Scientific, nautical, surveying, photographic, cinematographic, optical, weighing, measuring, signaling, checking (supervision), life-saving and teaching apparatus and instruments; apparatus and instruments for conducting, switching, transforming, accumulating, regulating or controlling electricity; apparatus for recording, transmission or reproduction of sound or images; magnetic data carriers, recording discs; automatic vending machines and mechanisms for coin-operated apparatus; cash registers, calculating machines, data processing equipment and computers; fire-extinguishing apparatus.

(73) *Name of applicant*— The Standard Bank of South Africa Limited.

(77) *Address*— Standard Bank Center, 9th Floor Simmonds Street, Johannesburg 2001, P.O. Box 7725 Johannesburg 2000, South Africa.

(74) *C/o*. Hunter & Greig Advocates, P.O. Box 7026, Kampala.

(22) *Date of filing application*— 26th August, 2009.

(21) APPLICATION NO. 32453 IN PART "A".

(52) Class 4.

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(57) *Nature of goods*— Industrial oils and greases; lubricants; dust absorbing, wetting and binding compositions; fuels (including motor spirit) and illuminants; candles and wicks for lighting.

(73) *Name of applicant*— Solar Lubricants East Africa Ltd.

(77) *Address*— P.O. Box 6524, Kampala.

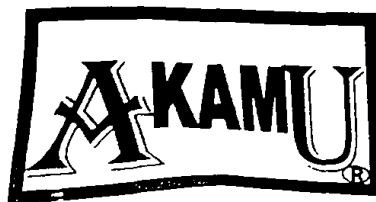
(74)

(22) *Date of filing application*— 19th October, 2009.

(21) APPLICATION NO. 32345 IN PART "A".

(52) Class 11.

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(57) *Nature of goods*— Apparatus for lighting, heating, steam generating, cooking, refrigerating, drying, ventilating, water supply and sanitary purposes.

(73) *Name of applicant*— Kampala Jellitone Suppliers Ltd.

(77) *Address*— P.O. Box 30430, Kampala.

(74)

(22) *Date of filing application*— 9th September, 2009.

(21) APPLICATION NO. 32494 IN PART "A".

(52) Class 30.

(54)

OMEGO

(53)

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(57) *Nature of goods*— Coffee, tea, cocoa, sugar, rice, tapioca, sago, artificial coffee; flour and preparations made from cereals, bread, pastry and confectionery, ices; honey, treacle; yeast, baking-powder; salt, mustard; vinegar, sauces (condiments); spices; ice.

(73) *Name of applicant*— Indo Uganda Industries Ltd.

(77) *Address*— P.O. Box 14423, Kampala.

(74)

(22) *Date of filing application*— 27th October, 2009.

(21) APPLICATION NO. 32343 IN PART "A".

(52) Class 34.

(54)

SURROUND

(53)

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(64)

(57) *Nature of goods*— Tobacco; smokers' articles; matches.

(73) *Name of applicant*— British American Tobacco (Brands) Limited.

(77) *Address*— Globe House, 4 Temple Place, London WC2 2PG, United Kingdom.

(74) *C/o*. Byamugisha Advocates, P.O. Box 9400, Kampala.

(22) *Date of filing application*— 9th September, 2009.

(21) APPLICATION NO. 32465 IN PART "A".

(52) Class 32.

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(57) *Nature of goods*— Beers; mineral and aerated waters and other non-alcoholic drinks; fruit drinks and fruit juices; syrups and other preparations for making beverages.

(73) *Name of applicant*— Hariss International Limited.

(77) *Address*— P.O. Box 24972, Kampala.

(74)

(22) *Date of filing application*— 23rd October, 2009.

(21) APPLICATION NO. 2009/40161 IN PART "A".

(52) Class 32.

(54)



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(64) Association— To be associated with T.M. Nos. 617, 1872, 1079, 24161, 25632, 26919, 27843 and 28361

(57) Nature of goods— Beers; mineral and aerated waters and other non-alcoholic drinks; fruit drinks and fruit juices; syrups and other preparations for making beverages.

(73) Name of applicant— The Coca-Cola Company.

(77) Address— One Coca-Cola Plaza, Atlanta, Georgia 30313, USA.

(74) C/o. MMAKS Advocates, 3rd Floor Diamond Trust Building, P.O. Box 7166, Kampala.

(22) Date of filing application— 15th July, 2009.

(21) APPLICATION NO. 2009/40229 IN PART "A".

(52) Class 5.

(54)



**Sensitive Pro-Relief**

(53)

(59)

(64) Association— To be associated with T.M. Nos. 2130, 20127 and 40146.

(57) Nature of goods— Pharmaceutical and veterinary preparations; sanitary preparations for medical purposes; dietetic substances adapted for medical use, food for babies; plasters, materials for dressings; material for stopping teeth, dental wax; disinfectants; preparations for destroying vermin; fungicides, herbicides.

(73) Name of applicant— Colgate-Palmolive Company.

(77) Address— 300 Park Avenue, New York, NY 10022, USA.

(74) C/o. Kasirye, Byaruhanga & Co. Advocates, P.O. Box 10946, Kampala.

(22) Date of filing application— 19th August, 2009.

(21) APPLICATION NO. 2009/40228 IN PART "A".

(52) Class 3.

(54)



**Sensitive Pro-Relief**

(53)

(59)

(64) Association— To be associated with T.M. Nos. 3372, 9231, 11087, 11376, 11547, 14197, 14200, 14201, 14204, 14263, 14917, 14918, 15106, 17317, 20131, 22798, 22799, 24305, 24587, 25563, 25564, 26223, 26224, 27121, 27171, 27305, 27570, 28146, 30444, 30445, and 40148.

(57) Nature of goods— Bleaching preparations and other substances for laundry use; cleaning, polishing, scouring and abrasive preparations; soaps; perfumery; essential oils, cosmetics, hair lotions; dentifrices.

(73) Name of applicant— Colgate-Palmolive Company.

(77) Address— 300 Park Avenue, New York, NY 10022, USA.

(74) C/o. Kasirye, Byaruhanga & Co. Advocates, P.O. Box 10946, Kampala.

(22) Date of filing application— 19th August, 2009.

(21) APPLICATION NO. 2009/40230 IN PART "A".

(52) Class 21.

(54)



**Sensitive Pro-Relief**

(53)

(59)

(64) Association— To be associated with T.M. Nos. 7890, 20128, 26227 and 40147.

(57) Nature of goods— Household or kitchen utensils and containers; combs and sponges; brushes (except paint brushes); brush-making materials; articles for cleaning purposes; steel-wool; un-worked or semi-worked glass (except glass used in building); glassware, porcelain and earthenware not included in other classes.

(73) Name of applicant— Colgate-Palmolive Company.

(77) Address— 300 Park Avenue, New York, NY 10022, USA.

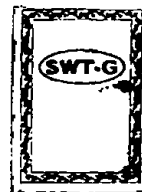
(74) C/o. Kasirye, Byaruhanga & Co. Advocates, P.O. Box 10946, Kampala.

(22) Date of filing application— 19th August, 2009.

(21) APPLICATION NO. 32468 IN PART "A".

(52) Class 30.

(54)



(53)

(59) Restriction to colours— Black and green.

(64)

(57) Nature of goods— Coffee, tea, cocoa, sugar, rice, tapioca, sago, artificial coffee; flour and preparations made from cereals, bread, pastry and confectionery, ices; honey, treacle; yeast, baking-powder; salt, mustard; vinegar, sauces (condiments); spices; ice.

(73) Name of applicant— S.W.T Tannels Ltd.

(77) Address— P.O. Box 24610, Kampala.

(74)

(22) Date of filing application— 26th October, 2009.

Kampala, MERCY KYOMUGASHO K. NDYAHIKAYO, 29th October, 2009. Assistant Registrar of Trade Marks.

(21) APPLICATION NO. 2009/40167 IN PART "A".

(52) Class 30.

(54)



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(77) *Address*— Zaehlerweg 4, Zug 6300, Switzerland.

(74) *C/o*. J.B. Byamugisha Advocates, P.O. Box 9400, Kampala.

(22) *Date of filing application*— 9th September, 2009.

(21) APPLICATION No. 32299 IN PART "A".

(52) Class 9.

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(57) *Nature of goods*— Scientific, nautical, surveying, photographic, cinematographic, optical, weighing, measuring, signaling, checking (supervision), life-saving and teaching apparatus and instruments; apparatus and instruments for conducting, switching, transforming, accumulating, regulating or controlling electricity; apparatus for recording, transmission or reproduction of sound or images; magnetic data carriers, recording discs; automatic vending machines and mechanisms for coin-operated apparatus; cash registers, calculating machines, data processing equipment and computers; fire-extinguishing apparatus.

(73) *Name of applicant*— The Standard Bank of South Africa Limited.

(77) *Address*— Standard Bank Center, 9th Floor Simmonds Street, Johannesburg 2001, P.O. Box 7725 Johannesburg 2000, South Africa.

(74) *C/o*. Hunter & Greig Advocates, P.O. Box 7026, Kampala.

(22) *Date of filing application*— 26th August, 2009.

(21) APPLICATION No. 32453 IN PART "A".

(52) Class 4.

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(57) *Nature of goods*— Industrial oils and greases; lubricants; dust absorbing, wetting and binding compositions; fuels (including motor spirit) and illuminants; candles and wicks for lighting.

(73) *Name of applicant*— Solar Lubricants East Africa Ltd.

(77) *Address*— P.O. Box 6524, Kampala.

(74)

(22) *Date of filing application*— 19th October, 2009.

(21) APPLICATION No. 32345 IN PART "A".

(52) Class 11.

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(57) *Nature of goods*— Apparatus for lighting, heating, steam generating, cooking, refrigerating, drying, ventilating, water supply and sanitary purposes.

(73) *Name of applicant*— Kampala Jellitone Suppliers Ltd.

(77) *Address*— P.O. Box 30430, Kampala.

(74)

(22) *Date of filing application*— 9th September, 2009.

(21) APPLICATION No. 32494 IN PART "A".

(52) Class 30.

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## OMEGO

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(57) *Nature of goods*— Coffee, tea, cocoa, sugar, rice, tapioca, sago, artificial coffee; flour and preparations made from cereals, bread, pastry and confectionery, ices; honey, treacle; yeast, baking powder; salt, mustard; vinegar, sauces (condiments); spices; ice.

(73) *Name of applicant*— Indo Uganda Industries Ltd.

(77) *Address*— P.O. Box 14423, Kampala.

(74)

(22) *Date of filing application*— 27th October, 2009.

(21) APPLICATION No. 32343 IN PART "A".

(52) Class 34.

(54)

## SURROUND

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(57) *Nature of goods*— Tobacco; smokers' articles; matches.

(73) *Name of applicant*— British American Tobacco (Brands) Limited.

(77) *Address*— Globe House, 4 Temple Place, London WC2 2PG, United Kingdom.

(74) *C/o*. Byamugisha Advocates, P.O. Box 9400, Kampala.

(22) *Date of filing application*— 9th September, 2009.

(21) APPLICATION No. 32465 IN PART "A".

(52) Class 32.

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(57) *Nature of goods*— Beers; mineral and aerated waters and other non-alcoholic drinks; fruit drinks and fruit juices; syrups and other preparations for making beverages.

(73) *Name of applicant*— Hariss International Limited.

(77) *Address*— P.O. Box 24972, Kampala.

(74)

(22) *Date of filing application*— 23rd October, 2009.



- (21) APPLICATION NO. 2009/40161 IN PART "A".  
 (52) Class 32.  
 (54)



- (53)  
 (59)  
 (64) Association— To be associated with T.M. Nos. 617, 1872, 1079, 24161, 25632, 26919, 27843 and 28361

- (57) *Nature of goods*— Beers; mineral and aerated waters and other non-alcoholic drinks; fruit drinks and fruit juices; syrups and other preparations for making beverages.

- (73) *Name of applicant*— The Coca-Cola Company.

- (77) *Address*— One Coca-Cola Plaza, Atlanta, Georgia 30313, USA.

- (74) C/o. MMAKS Advocates, 3rd Floor Diamond Trust Building, P.O. Box 7166, Kampala.

- (22) *Date of filing application*— 15th July, 2009.

- (21) APPLICATION NO. 2009/40229 IN PART "A".  
 (52) Class 5.  
 (54)



- (53)  
 (59)  
 (64) Association— To be associated with T.M. Nos. 2130, 20127 and 40146.

- (57) *Nature of goods*— Pharmaceutical and veterinary preparations; sanitary preparations for medical purposes; dietetic substances adapted for medical use, food for babies; plasters, materials for dressings; material for stopping teeth, dental wax; disinfectants; preparations for destroying vermin; fungicides, herbicides.

- (73) *Name of applicant*— Colgate-Palmolive Company.

- (77) *Address*— 300 Park Avenue, New York, NY 10022, USA.

- (74) C/o. Kasirye, Byaruhanga & Co. Advocates, P.O. Box 10946, Kampala.

- (22) *Date of filing application*— 19th August, 2009.

- (21) APPLICATION NO. 2009/40228 IN PART "A".  
 (52) Class 3.  
 (54)



- (53)  
 (59)  
 (64) Association— To be associated with T.M. Nos. 3372, 9231, 11087, 11376, 11547, 14197, 14200, 14201, 14204, 14263, 14917, 14918, 15106, 17317, 20131, 22798, 22799, 24305, 24587, 25563, 25564, 26223, 26224, 27121, 27171, 27305, 27570, 28146, 30444, 30445, and 40148.

- (57) *Nature of goods*— Bleaching preparations and other substances for laundry use; cleaning, polishing, scouring and abrasive preparations; soaps; perfumery; essential oils, cosmetics, hair lotions; dentifrices.

- (73) *Name of applicant*— Colgate-Palmolive Company.

- (77) *Address*— 300 Park Avenue, New York, NY 10022, USA.

- (74) C/o. Kasirye, Byaruhanga & Co. Advocates, P.O. Box 10946, Kampala.

- (22) *Date of filing application*— 19th August, 2009.

- (21) APPLICATION NO. 2009/40230 IN PART "A".  
 (52) Class 21.  
 (54)



- (53)  
 (59)  
 (64) Association— To be associated with T.M. Nos. 7890, 20128, 26227 and 40147.

- (57) *Nature of goods*— Household or kitchen utensils and containers; combs and sponges; brushes (except paint brushes); brush-making materials; articles for cleaning purposes; steel-wool; un-worked or semi-worked glass (except glass used in building); glassware, porcelain and earthenware not included in other classes.

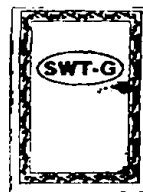
- (73) *Name of applicant*— Colgate-Palmolive Company.

- (77) *Address*— 300 Park Avenue, New York, NY 10022, USA.

- (74) C/o. Kasirye, Byaruhanga & Co. Advocates, P.O. Box 10946, Kampala.

- (22) *Date of filing application*— 19th August, 2009.

- (21) APPLICATION NO. 32468 IN PART "A".  
 (52) Class 30.  
 (54)



- (53)  
 (59) *Restriction to colours*— Black and green.  
 (64)

- (57) *Nature of goods*— Coffee, tea, cocoa, sugar, rice, tapioca, sago, artificial coffee; flour and preparations made from cereals, bread, pastry and confectionery, ices; honey, treacle; yeast, baking-powder; salt, mustard; vinegar, sauces (condiments); spices; ice.

- (73) *Name of applicant*— S.W.T Tannels Ltd.

- (77) *Address*— P.O. Box 24610, Kampala.

- (74)

- (22) *Date of filing application*— 26th October, 2009.

- Kampala, MERCY KYOMUGASHO K. NDYAHIKAYO,  
 29th October, 2009. Assistant Registrar of Trade Marks.

- (21) APPLICATION NO. 2009/40167 IN PART "A".  
 (52) Class 30.  
 (54)



- (53)  
 (59)  
 (64)

(57) *Nature of goods*— Coffee, tea, cocoa, sugar, rice, tapioca, sago, artificial coffee; flour and preparations made from cereals, bread, pastry and confectionery, ices; honey, treacle; yeast, baking-powder; salt, mustard; vinegar, sauces (condiments); spices; ice.

(73) *Name of applicant*— Sanyu Commodities Limited.

(77) *Address*— P.O. Box 1615, Kampala, Uganda.

(74)

(22) *Date of filing application*— 22nd July, 2009.

Kampala, JULIET NASSUNA  
23rd July, 2009. *Assistant Registrar of Trade Marks.*

## ADVERTISEMENTS

### THE REGISTRATION OF TITLES ACT.

(Cap. 230).

#### NOTICE.

#### ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Kyadondo Block 200 Plot 423 Land at Kawempe.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Victoria Nakanwagi of Tula, Mut. II Kyadondo a special Certificate of Title under the above mentioned Block and Plot, the Certificate of Title which was originally issued having been lost.

Kampala, MUHEREZA EDWIN,  
8th May, 2009. *for Ag. Commissioner Land Registration.*

### THE REGISTRATION OF TITLES ACT.

(Cap. 230).

#### NOTICE.

#### ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Kyadondo Block 200 Plot 998 Land at Kawempe.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Stephen Semaganda, Ezra Walusimbi and Florence Mugumbya (Administrators of the Estate of the Late F.N. Semaganda—Administration Cause No. 280/96 of High Court of Uganda), a special Certificate of Title under the above Block and Plot, the Certificate of Title which was originally issued having been lost.

Kampala, MUHEREZA EDWIN,  
22nd October, 2009. *for Ag. Commissioner Land Registration.*

### THE REGISTRATION OF TITLES ACT.

(Cap. 230).

#### NOTICE.

#### ISSUE OF SPECIAL CERTIFICATE OF TITLE.

*Freehold Register*—Volume 67 Folio 11 Plot No. 644  
Kyadondo Block 204, Land at Kawempe.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Edmund Ssemukaya of P.O. Box 12717, Kampala, a special Certificate of Title under the above Volume and Folio, the Certificate of Title which was originally issued having been lost.

Kampala, SARAH KULATA BASANGWA,  
14th October, 2009. *Ag. Commissioner Land Registration.*

### THE REGISTRATION OF TITLES ACT.

(Cap. 230).

#### NOTICE.

#### ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Busiro Block 250 Plot 28, Land at Sanamusera.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Ana Nakirigya of Sanamusera, Busiro, a special Certificate of Title under the above Block and Plot, the Certificate of Title which was originally issued having been lost.

Kampala, MUHEREZA EDWIN,  
21st May, 2009. *for Ag. Commissioner Land Registration.*

### THE REGISTRATION OF TITLES ACT.

(Cap. 230).

#### NOTICE.

#### ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Busiro Block 405 Plot 129, Land at Wamala and Bukasa.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Samwiri Bijugo Kaizi, a special Certificate of Title under the above Block and Plot, the Certificate of Title which was originally issued having been lost.

Kampala, MUHEREZA EDWIN,  
14th September, 2009. *for Ag. Commissioner Land Registration.*

### THE REGISTRATION OF TITLES ACT.

(Cap. 230).

#### NOTICE.

#### ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Busiro Block 182 Plot 2, at Bulondo.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Nekemeya Sebowa Sabaganzi, a special Certificate of Title under the above Block and Plot, the Certificate of Title which was originally issued having been lost.

Kampala, MUHEREZA EDWIN,  
26th October, 2009. *for Ag. Commissioner Land Registration.*

### THE REGISTRATION OF TITLES ACT.

(Cap. 230).

#### NOTICE.

#### ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Busiro Block 367 Plot 15, Land at Gayaza.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Eneliko Wandekela of Kisembi Musaale, Busiro, a special Certificate of Title under the above Block and Plot, the Certificate of Title which was originally issued having been lost.

Kampala, MUHEREZA EDWIN,  
29th September, 2009. *for Ag. Commissioner Land Registration.*

## THE REGISTRATION OF TITLES ACT.

(Cap. 230).

## NOTICE.

## ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Busiro Block 263 Plots 266 and 552 Land at Senge.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of OLuk Keishanyu Joy of C/o P.O. Box 11866, Kampala, a special Certificate of Title under the above Block and Plot, the Certificate of Title which was originally issued having been lost.

Kampala, ROBERT V. NYOMBI,  
19th October, 2009. *for Ag. Commissioner Land Registration.*

## THE REGISTRATION OF TITLES ACT.

(Cap. 230).

## NOTICE.

## ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Kyadondo Block 174 Plot 127 Land at Kabanyole.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Kiyemba Eriasi of P.O. Box 31036, Kampala, a special Certificate of Title under the above Block and Plot, the Certificate of Title which was originally issued having been lost.

Kampala, ROBERT V. NYOMBI,  
7th October, 2009. *for Ag. Commissioner Land Registration.*

## THE REGISTRATION OF TITLES ACT.

(Cap. 230).

## NOTICE.

## ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Busiro Block 276 Plot 188.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Nalikka Victor Naava of Bukoto Mulimira Zone, a special Certificate of Title under the above Block and Plot, the Certificate of Title which was originally issued having been lost.

Kampala, KAKERWE YUSUF,  
26th October, 2009. *for Ag. Commissioner Land Registration.*

## THE REGISTRATION OF TITLES ACT.

(Cap. 230).

## NOTICE.

## ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Freehold Register—Volume 68 Folio 21 Land at Burahya Butuzi.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Edward Frederick Busby of P.O. Box 67, Fort Portal, a special Certificate of Title under the above Block and Plot, the Certificate of Title which was originally issued having been lost.

Fort Portal, DIANA BONABANA,  
14th July, 2009. *for Ag. Commissioner Land Registration.*

## THE REGISTRATION OF TITLES ACT.

(Cap. 230).

## NOTICE.

## ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Busujju Block 115 Plot 18, 4.85 Hectares at Nkonyo Estate.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Florence Kuluda Babirye of P.O. Box 31 Bombo, a special Certificate of Title under the above Block and Plot of the Mailo Register, the duplicate Certificate of Title which was originally issued having been lost.

Mityana, JANET NABUUMA,  
8th June, 2009. *for Ag. Commissioner Land Registration.*

## THE REGISTRATION OF TITLES ACT.

(Cap. 230).

## NOTICE.

## ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Singo Block 489 Plot 3, 65.1 Hectares at Katabutimbo Estate.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Danyeri Lumaga of Katabutimbo, a special Certificate of Title under the above Block and Plot of the Mailo Register, the duplicate Certificate of Title which was originally issued having been lost.

Mityana, JANET NABUUMA,  
27th October, 2009. *for Ag. Commissioner Land Registration.*

## THE REGISTRATION OF TITLES ACT.

(Cap. 230).

## NOTICE.

## ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Kyaggwe Block 116 Plot 278, Area 1.07 Hectares at Nsube.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of George William Kiiza, Musoke Paddy, Night Bwayiga of P.O. Box 102, Mukono, a special Certificate of Title under the above Block and Plot, the Certificate of Title which was originally issued having been lost.

Mukono, CHRISTINE NAMIREMBE KATENDE,  
23rd October, 2009. *for Ag. Commissioner Land Registration.*

## THE REGISTRATION OF TITLES ACT.

(Cap. 230).

## NOTICE.

## ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Kyaggwe Block 106 Plot 962, at Bajjo.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Kevin Lule Namuwaya of P.O. Box 33445, Kampala, a special Certificate of Title under the above Block and Plot, the Certificate of Title which was originally issued having been lost.

Mukono, ARINAIWE OVERSON,  
27th October, 2009. *for Ag. Commissioner Land Registration.*

## THE REGISTRATION OF TITLES ACT.

(Cap. 230).

## NOTICE.

## ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Kyaggwe Block 98 Plots 137, 138, Area 3.44 Hectare at Nsambwe.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Mayanja Herbert Njuki, Norah Nassozi and Kalinda Paul, a special Certificate of Title under the above Block and Plot, the Certificate of Title which was originally issued having been lost.

Mukono, CHRISTINE NAMIREMBE KATENDE,  
25th September, 2009. *for Ag. Commissioner Land Registration*

## THE REGISTRATION OF TITLES ACT.

(Cap. 230).

## NOTICE.

## ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Kyaggwe Block 105 Plots 1615, Area 0.107 of a Hectare at Seeta.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Namagembe Rose of Seeta, Mukono, a special Certificate of Title under the above Block and Plot, the Certificate of Title which was originally issued having been lost.

Mukono, CHRISTINE NAMIREMBE KATENDE,  
16th October, 2009. *for Ag. Commissioner Land Registration*

## THE REGISTRATION OF TITLES ACT.

(Cap. 230).

## NOTICE.

## ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Kyaggwe Block 216 Plots 92, 95, Area 3.428 Hectares at Kiugo.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Kizito Hassan of P.O. Box 278, Mukono, a special Certificate of Title under the above Block and Plot, the Certificate of Title which was originally issued having been lost.

Mukono, CHRISTINE NAMIREMBE KATENDE,  
16th October, 2009. *for Ag. Commissioner Land Registration*

## THE REGISTRATION OF TITLES ACT.

(Cap. 230).

## NOTICE.

## ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Kyaggwe Block 109 Plot 255, Area 0.082 of a Hectare at Gwafu.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Teddy Nantongo Esillu, a special Certificate of Title under the above Block and Plot, the Certificate of Title which was originally issued having been lost.

Mukono, CHRISTINE NAMIREMBE KATENDE,  
31st August, 2009. *for Ag. Commissioner Land Registration*

## THE REGISTRATION OF TITLES ACT.

(Cap. 230).

## NOTICE.

## ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Busiro Block 438 Plot 118, Land at Nkumba.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Abdu Kiggundu Jumba of P.O. Box 39, Entebbe, a special Certificate of Title under the above Block and Plot, the Certificate of Title which was originally issued having been lost.

Kampala, ROBERT V. NYOMBI,  
21st October, 2009. *for Ag. Commissioner Land Registration*

## THE REGISTRATION OF TITLES ACT.

(Cap. 230).

## NOTICE.

## ISSUE OF SPECIAL CERTIFICATE OF TITLE.

*Leasehold Register*—Volume 1945 Folio 13 Plot 39 Buddu Block 849 at Lugongo, Kyotera, Masaka.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Mathias Lusembo of P.O. Box 70, Masaka, a special Certificate of Title under the above Volume and Folio, the Certificate of Title which was originally issued having been lost.

Kampala, EDWARD KARIBWENDE,  
26th October, 2009. *for Ag. Commissioner Land Registration*

## THE REGISTRATION OF TITLES ACT.

(Cap. 230).

## NOTICE.

## ISSUE OF SPECIAL CERTIFICATE OF TITLE.

*Freehold Register*—Volume 67 Folio 12 Plot No. 658 Kyadondo Block 204 Land at Kawempe.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Kalungi David of P.O. Box 12622, Kampala, a special Certificate of Title under the above Volume and Folio, the Certificate of Title which was originally issued having been lost.

Kampala, SARAH KULATA BASANGWA,  
6th October, 2009. *Ag. Commissioner Land Registration*

## THE REGISTRATION OF TITLES ACT.

(Cap. 230).

## NOTICE.

## ISSUE OF SPECIAL CERTIFICATE OF TITLE.

*Freehold Register*—Volume 30 Folio 15 at Fort Portal Burahya.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of The Registered Trustees of The Native Anglican Church of Uganda, a special Certificate of Title under the above Volume and Folio, the Certificate of Title which was originally issued having been lost.

Kampala, BONABANA DIANA,  
27th October, 2009. *for Ag. Commissioner Land Registration*

## THE REGISTRATION OF TITLES ACT.

(Cap. 230).

## NOTICE.

## ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Busiro Block 277 Plot 85 Land at Kigoma.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Misaki Kibirige, a special Certificate of Title under the above Block and Plot, the Certificate of Title which was originally issued having been lost.

Kampala, ROBERT V. NYOMBI,  
23rd October, 2009. *for Ag. Commissioner Land Registration.*

## THE REGISTRATION OF TITLES ACT.

(Cap. 230).

## NOTICE.

## ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Busiro Block 485 Plot 32 Land at Kaga.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of George Muliika and Barbara Muliika of P.O. Box 8437, Kampala, a special Certificate of Title under the above Block and Plot, the Certificate of Title which was originally issued having been lost.

Kampala, MUHEREZA EDWIN,  
29th September, 2009. *for Ag. Commissioner Land Registration.*

## THE REGISTRATION OF TITLES ACT.

(Cap. 230).

## NOTICE.

## ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Busiro Block 250 Plot 54 Land at Mumyuka.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Joseph Mukasa Makamazibu Kkoba, a special Certificate of Title under the above Block and Plot, the Certificate of Title which was originally issued having been lost.

Kampala, ROBERT V. NYOMBI,  
22nd October, 2009. *for Ag. Commissioner Land Registration.*

## THE REGISTRATION OF TITLES ACT.

(Cap. 230).

## NOTICE.

## ISSUE OF SPECIAL CERTIFICATES OF TITLES.

Mawokota Block 281 Plot 35 Land at Buija.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Paulo Muwanga of P.O. Box 50, Buwaya, a special Certificate of Title under the above Block and Plot, the Certificate of Title which was originally issued having been lost.

Kampala, EDWIN MUHEREZA,  
22nd September, 2009. *for Ag. Commissioner Land Registration.*

## THE REGISTRATION OF TITLES ACT.

(Cap. 230).

## NOTICE.

## ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Mawokota Block 382 Plots 372, 287, 288, 289, 290 and 291 Land at Degeya.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Henry Kalempera (Deceased), a special Certificate of Title under the above Block and Plots, the Certificate of Title which was originally issued having been lost.

Kampala, NYOMBI V. ROBERT  
5th October, 2009. *for Ag. Commissioner Land Registration.*

## THE REGISTRATION OF TITLES ACT.

(Cap. 230).

## NOTICE.

## ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Gomba Block 9 Plot 7 Land at Kitabula.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Kaloli Kato of Kyengera of P.O. Maddu, a special Certificate of Title under the above Block and Plot, the Certificate of Title which was originally issued having been lost.

Kampala, EDWIN MUHEREZA,  
30th September, 2009. *for Ag. Commissioner Land Registration.*

## THE REGISTRATION OF TITLES ACT.

(Cap. 230).

## NOTICE.

## ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Bulemezi Block 515 Plot 30, Area: 14.15 Hectares Land at Galikwoleka.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Joswa Serufusa Zake of Galikwoleka, Bulemezi, a special Certificate of Title under the above Block and Plot, the duplicate Certificate of Title which was originally issued having been lost.

Bukalasa, NABUKEERA MADINAH  
24th September, 2009. *for Ag. Commissioner Land Registration.*

## THE REGISTRATION OF TITLES ACT.

(Cap. 230).

## NOTICE.

## ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Gomba Block 9 Plot 2 Land at Kitabula.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Kaloli Kato of Kyengera, P.O. Maddu, a special Certificate of Title under the above Block and Plot, the Certificate of Title which was originally issued having been lost.

Kampala, EDWIN MUHEREZA,  
30th September, 2009. *for Ag. Commissioner Land Registration.*

## THE REGISTRATION OF TITLES ACT.

(Cap. 230).

## NOTICE.

## ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Gomba Block 9 Plot 3 Land at Kitabula.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Kaloli Kato of Kyengera, P.O. Maddu, a special Certificate of Title under the above Block and Plot, the Certificate of Title which was originally issued having been lost.

Kampala, EDWIN MUHEREZA,  
30th September, 2009. *for Ag. Commissioner Land Registration.*

## THE REGISTRATION OF TITLES ACT.

(Cap. 230).

## NOTICE.

## ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Singo Block 537 Plot 46, 1.20 Hectares at Lwangiri Estate.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of George Ssaka Kubo of P.O. Box 40, Mityana, a special Certificate of Title under the above Block and Plot of the Mailo Register, the duplicate Certificate of Title which was originally issued having been lost.

Mityana, JANET NABUUMA,  
27th October, 2009. *for Ag. Commissioner Land Registration.*

## THE REGISTRATION OF TITLES ACT.

(Cap. 230).

## NOTICE.

## ISSUE OF SPECIAL CERTIFICATES OF TITLES.

Singo Block 149 Plot 59, 0.40 of a Hectare at Kiwesa Estate.

Singo Block 149 Plot 63, 1.60 Hectares at Kiwesa Estate.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Yozefu Kiwanuka of Kiwesa Singo, special Certificates of Titles under the above Block and Plots of the Mailo Register, the duplicate Certificates of Titles which were originally issued having been lost.

Mityana, JANET NABUUMA,  
22nd October, 2009. *for Ag. Commissioner Land Registration.*

## THE REGISTRATION OF TITLES ACT.

(Cap. 230).

## NOTICE.

## ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Kibuga Block 12 Plots 324, 316, 203, 309, 315 Land at Kampala.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of William Kyeza Seruyange of P.O. Box 25, Mubende, Kyadondo, a special Certificate of Title under the above Block and Plots, the Certificate of Title which was originally issued having been lost.

Kampala, NYOMBI V. ROBERT,  
26th October, 2009. *for Ag. Commissioner Land Registration.*

## THE REGISTRATION OF TITLES ACT.

(Cap. 230).

## NOTICE.

## ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Kibuga Block 28 Plot 654 at Makerere.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Alice Karugaba and Augustine Bwankosya, a special Certificate of Title under the above Block and Plot, the Certificate of Title which was originally issued having been lost.

Kampala, MUHEREZA EDWIN,  
26th October, 2009. *for Ag. Commissioner Land Registration.*

## THE REGISTRATION OF TITLES ACT.

(Cap. 230).

## NOTICE.

## ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Kyadondo Block 167 Plot 411 Land at Kiwale.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Nelson Mwebe Muyise of Matugga a special Certificate of Title under the above mentioned Block and Plot, the Certificate of Title which was originally issued having been lost.

Kampala, NYOMBI V. ROBERT,  
6th October, 2009. *for Ag. Commissioner Land Registration.*

## THE REGISTRATION OF TITLES ACT.

(Cap. 230).

## NOTICE.

## ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Kyadondo Block 111 Plots 95 &amp; 97 Land at Lubata.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Benedict Kasekende of P.O. Box 31285, Kampala, a special Certificate of Title under the above mentioned Block and Plots, the Certificate of Title which was originally issued having been lost.

Kampala, NYOMBI V. ROBERT,  
21st October, 2009. *for Ag. Commissioner Land Registration.*

## THE REGISTRATION OF TITLES ACT.

(Cap. 230).

## NOTICE.

## ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Kyadondo Block 230 Plot 1618 Land at Kamuli.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Jennifer Namagembe of P.O. Box 2249, Kampala, a special Certificate of Title under the above mentioned Block and Plot, the Certificate of Title which was originally issued having been lost.

Kampala, DAN OUNDO MALINGU,  
27th October, 2009. *for Ag. Commissioner Land Registration.*

**STATUTORY INSTRUMENTS SUPPLEMENT**  
*to The Uganda Gazette No. 53 Volume CII dated 30th October, 2009*  
Printed by UPPC, Entebbe, by Order of the Government.

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**S T A T U T O R Y   I N S T R U M E N T S**

**2009 No. 57.**

**The Traffic and Road Safety (Speed of Motor Vehicle) (Exemption)  
(No. 11) Order, 2009.**

*(Under section 175 of the Traffic and Road Safety Act, Cap. 361).*

IN EXERCISE of the powers conferred upon the Minister responsible for transport by section 175 of the Traffic and Road Safety Act, this Order is made this 19th day of October, 2009.

**1. Title.**

This Order may be cited as the Traffic and Road Safety (Speed of Motor Vehicle) (Exemption) (No. 11) Order, 2009.

**2. Exemption.**

A person who drives a motor vehicle and who competes in the MOSAC Sprint, organised by the Federation of Motor Sports Club of Uganda (FMU), in conjunction with the organising committee of Motorsport Africa Club (MOSAC) scheduled to take place on 8th November, 2009 at Festino Cite in Mukono District, is exempted from the provisions of section 120 of the Traffic and Road Safety Act, Cap. 361 for the duration of that rally.

**JOHN M. NASASIRA,**  
*Minister of Works and Transport.*

**S T A T U T O R Y   I N S T R U M E N T S**

**2009 No. 58.**

**The Traffic and Road Safety (Speed of Motor Vehicle) (Exemption)  
(No. 12) Order, 2009.**

*(Under section 175 of the Traffic and Road Safety Act, Cap. 361).*

IN EXERCISE of the powers conferred upon the Minister responsible for transport by section 175 of the Traffic and Road Safety Act, this Order is made this 19th day of October, 2009.

**1. Title.**

This Order may be cited as the Traffic and Road Safety (Speed of Motor Vehicle) (Exemption) (No. 12) Order, 2009.

**2. Exemption.**

A person who drives a motor vehicle and who competes in the CMC Challenge Rally 2009, organised by the Federation of Motor Sports Club of Uganda (FMU), in conjunction with Central Motor Club (CMC) scheduled for 12th December, 2009 to 13th December, 2009 running through the Districts of Kampala and Mukono, is exempted from the provisions of section 120 of the Traffic and Road Safety Act, Cap. 361 for the duration of that rally.

**JOHN M. NASASIRA,**  
*Minister of Works and Transport.*



**STATUTORY INSTRUMENTS SUPPLEMENT**  
*to The Uganda Gazette No. 53 Volume CII dated 30th October, 2009*  
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**S T A T U T O R Y   I N S T R U M E N T S**

**2009 No. 59.**

**The External Trade (Import Licence) (Tiger Head Brand Batteries)  
(No. 2) Order, 2009.**

*(Under section 3(1) of the External Trade Act, Cap. 88).*

IN EXERCISE of the powers conferred on the Minister, by section 3(1) of the External Trade Act, this Order is made this 21st day of October, 2009.

**1. Title.**

This Order may be cited as the External Trade (Import Licence) (Tiger Head Brand Batteries) (No. 2) Order, 2009.

**2. Grant of licence.**

M/s West Nile Importers and Exporters Limited is granted a licence to import Tiger Head brand batteries manufactured by Guangzhou Tiger Head Battery Group Company Ltd, China.

**MAJ GEN. KAHINDA OTAFIIRE,**  
*Minister of Tourism, Trade and Industry.*

**ACTS SUPPLEMENT**

*to The Uganda Gazette No. 53 Volume CII dated 30th October, 2009.*

Printed by UPPC, Entebbe, by Order of the Government.

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**Act 8**

***Mortgage Act***

**2009**

**THE MORTGAGE ACT, 2009.**

**ARRANGEMENT OF SECTIONS.**

*Section.*

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First Schedule—Currency Point

Second Schedule—Insurance Covenant in a mortgage.

## THE MORTGAGE ACT, 2009.

**An Act to consolidate the law relating to mortgages; to repeal and replace the Mortgage Act; to provide for the creation of mortgages; for the duties of mortgagors and mortgagees regarding mortgages; for mortgages of matrimonial homes; to make mortgages take effect only as security; to provide for priority, tacking, consolidation and variation of mortgages; to provide for suits by mortgagors; the discharge of mortgages; covenants, conditions implied in every mortgage; the remedies of mortgagors and mortgagees in respect of mortgages; for the power of court in respect of mortgages; and for related matters.**

DATE OF ASSENT: 29th September, 2009.

*Date of Commencement:* See section 1.

BE IT ENACTED by Parliament as follows:

### PART I—PRELIMINARY.

#### **1. Commencement.**

This Act shall come into operation on a date appointed by the Minister, by statutory instrument.

#### **2. Interpretation.**

In this Act, unless the context otherwise requires—

“civil debt recoverable summarily” means a civil debt recoverable summarily in a court of competent jurisdiction;

“court” means a court, not lower than a Grade I Magistrate’s court including a land tribunal, having jurisdiction to hear a case with regard to the value and location of the subject matter;

“currency point” has the meaning given to it in the First Schedule to this Act;

“customary land tenure” has the meaning given to it by the Land Act;

“extortionate” means calculated to obtain property from another induced by wrongful use of actual or threatened force, violation or fear under colour of official right;

“freehold land tenure” has the meaning given to it by the Land Act;

“informal mortgage” means a written and witnessed undertaking, the clear intention of which is to charge the mortgagor’s land with the repayment of money or money’s worth obtained from the mortgagee and includes an equitable mortgage and a mortgage on unregistered customary land;

“land tenure” means a system of holding land and includes, customary land tenure, freehold land tenure, leasehold land tenure and mailo land tenure;

“leasehold land tenure” has the meaning given to it by the Land Act;

“lien by deposit of documents” means the deposit of any documents referred to in section 3(8) (b);

“mailo land tenure” has the meaning given to it by the Land Act;

“matrimonial home” means a building or part of a building in which a husband and wife or, as the case may be, wives, and their children, if any, ordinarily reside together and includes—

(a) where a building and its curtilage are occupied primarily for residential purposes, that curtilage and outbuildings on it; and

(b) where a building is on or occupied in conjunction with agricultural land or pastoral land, any land allocated by one spouse to his or her spouse or in the case of a husband, to his spouses for his, her, or their exclusive use;

“Mediator” shall have the meaning as assigned to it by section 89 of the Land Act;

“Minister” means the minister responsible for lands;

“mortgage” includes any charge or lien over land or any estate or interest in land in Uganda for securing the payment of an existing or future or a contingent debt or other money or money’s worth or the performance of an obligation and includes a second or subsequent mortgage, a third party mortgage and a sub mortgage;

“mortgagee” means a person in whose favour a mortgage is created or subsists and includes any person deriving title under the original mortgagee;

“mortgagor” means a person who has mortgaged land or an interest in land and includes any person from time to time deriving title under the original mortgagor or entitled to redeem the mortgage according to his or her estate, interest or right in the mortgaged property;

“receiver” means a receiver, or a manager, or a receiver and manager in respect of any land, and includes any person appointed as receiver—

(a) by or under any document; or

(b) by the court in the exercise of a power to make such an appointment given by any Act or any rule of court, or in the exercise of its inherent jurisdiction,

whether or not the person appointed is empowered to sell any of the property in receivership, and includes a sole receiver or two or more receivers, and any successor in office of a receiver;

“recorder” means a recorder appointed under the Land Act;

“registrar” means the Registrar of Titles under the Registration of Titles Act;

“sub mortgage” means a mortgage of a mortgage;

“surety” means a person who offers security in the form of money or money’s worth to ensure the payment of any monies secured by a mortgage and includes a guarantor;

“third party mortgage” means a mortgage which is created or subsists to secure the payment of an existing or future or a contingent debt or other money or money’s worth or the fulfilment of a condition by a person who is not the mortgagor, whether or not in common with the mortgagor;

“trustee” in relation to a bankruptcy and the bankrupt, means the trustee of the bankrupt’s estate;

“unconscionable” means unfair or oppressive, involving procedural abuses relating to terms of contract where the terms of the contract violate reasonable expectations of the parties;

“working day” means any day other than a Saturday, Sunday or a public holiday.

## PART II—GENERAL.

### **3. Power to create mortgages.**

(1) A person holding land under any form of land tenure, may, by an instrument in the prescribed form, mortgage his or her interest in the land or a part of it to secure the payment of an existing or a future or a contingent debt or other money or money’s worth or the fulfilment of a condition.

(2) The power conferred by subsection (1) includes the power to create third party mortgages, second, subsequent mortgages and sub mortgages.

(3) The power conferred by this section shall be exercisable subject to any prohibition or limitation imposed by this Act, by any regulations made under this Act or by any written law; or any restriction contained in an instrument creating or affecting an interest in land which is to be the subject of a mortgage.

(4) A mortgage created under subsection (1) shall only take effect when registered.

(5) Notwithstanding subsection (4) an unregistered mortgage shall be enforceable between the parties.

(6) Where a second or subsequent mortgage is made by a mortgagor whose title is registered under the Registration of Titles Act, the second or subsequent mortgagee may, at his or her own expense, require the first mortgagee to produce any duplicate certificate of title which he or she may hold to the registrar so that the second or subsequent mortgage may be registered.

(7) Where a second or subsequent mortgage has been registered, the second or subsequent mortgagee shall return the duplicate certificate of title to the first mortgagee.

(8) Nothing in this section shall operate to prevent a borrower from offering and a lender from accepting—

(a) an informal mortgage; or

(b) a deposit of any of the following—

(i) a certificate of customary ownership;

(ii) a certificate of title issued under the Registration of Titles Act;



(iii) a lease agreement;

(iv) any other document which may be agreed upon evidencing a right to an interest in land; or

(v) any other documents which may be agreed upon,

to secure any payments which are referred to in subsection (1).

(9) A sum secured by a mortgage shall be deemed to be a civil debt recoverable summarily.

#### **4. Duty to disclose information.**

(1) A mortgagee and mortgagor shall—

(a) act honestly and in good faith; and

(b) in particular, disclose all relevant information relating to the mortgage.

(2) A mortgagee or mortgagor who refuses, neglects or fails to disclose information relevant to a mortgage and which is in his or her possession commits an offence and is liable on conviction to a fine not less than forty eight currency points but not exceeding one hundred and twenty currency points or imprisonment not less than twenty four months but not exceeding sixty months or both.

#### **5. Mortgage of matrimonial home.**

(1) Notwithstanding section 39 of the Land Act, a mortgage of a matrimonial home, including mortgage on customary land of a matrimonial home is valid if—

(a) any document or form used in applying for the mortgage is signed by or there is evidence from the document that it has been assented to by the mortgagor and the spouse or spouses of the mortgagor living in that matrimonial home;

- (b) any document or form used to grant the mortgage is signed by or there is evidence that it has been assented to by the mortgagor and the spouse or spouses of the mortgagor living in that matrimonial home.

(2) For the purposes of sub section (1)—

- (a) an intending mortgagee shall take reasonable steps to ascertain whether an intending mortgagor is married and whether or not the property to be mortgaged is a matrimonial home;
- (b) an intending mortgagor shall make full disclosure to the intending mortgagee as to his or her marital status and whether or not the property to be mortgaged comprises the matrimonial home.

(3) The mortgagee shall be deemed to have discharged the duty under subsection (2), if the mortgagee obtains a marriage certificate issued in accordance with the laws of Uganda, and in the absence of it, a statutory declaration from the spouse or spouses of the mortgagor as proof of marriage.

## **6. Consent to mortgage of matrimonial home.**

(1) Where a matrimonial home is the subject of an application for a mortgage, a mortgagee shall satisfy himself or herself that the consent of a spouse referred to in section 5 is an informed and genuine consent and that duty is deemed to have been complied with if—

(a) the mortgagee has—

- (i) explained to the spouse or spouses of an applicant for a mortgage in the presence of an independent person, the terms and conditions of the mortgage which is being applied for; or

(ii) in writing, advised the applicant for a mortgage that he or she should ensure that his or her spouse or spouses receive independent advice on the terms and conditions of the mortgage which is being applied for; and

(b) the spouse or spouses, as the case may be, provide a signed and witnessed document to the effect that they have received independent advice on the mortgage which is being applied for and have understood and assented to the terms and conditions of the mortgage or that they have, notwithstanding the advice from the mortgagee, waived their right to take independent advice.

(2) In this section an “independent person” means any officer of the Government, a Justice of the Peace, an advocate, a Notary public, bank manager, a minister of any religion authorised to celebrate marriages, a medical practitioner and any other person authorised in that behalf by the Minister by Statutory instrument.

(3) A mortgagee may take such other steps in addition to the steps set out in this section as he or she considers necessary and desirable to satisfy himself or herself that the assent of the spouse or spouses is informed and genuine.

(4) Where a person holds out to be providing independent advice as provided for under section 6(1)(a)(ii), such a person shall be liable on conviction to a fine not exceeding one hundred twenty currency points or to imprisonment not exceeding sixty months or both.

## **7. Application of this Act to mortgages on customary land.**

(1) The creation and operation of mortgages on customary land shall, subject to this Act, continue to be in accordance with the customary law applicable to the land in respect of which the mortgage on customary land is created.

(2) Where the mortgagee under a mortgage on customary land seeks to exercise any customary remedy which involves or may involve the mortgagor being dispossessed or permanently deprived of the occupation of the mortgaged land, the mortgagee shall, after using the services of the Mediator to try and mediate on the application of the proposed or any other remedy, make an application to the court for an order authorising the exercise of that remedy; and the court shall, in determining whether to authorise the exercise of that remedy, be guided by the provisions of sections 33.

(3) The mortgagor under a mortgage on customary land may, after making use of the services of the Mediator to try and mediate on the matter with the mortgagee, apply to a court for the mortgage to be reopened on the ground that the terms of the mortgage are—

- (a) unconscionable; or
- (b) an unreasonable departure from the normal terms of a mortgage on customary land applicable in the area where the land is located; or
- (c) disadvantageous to the interests of the dependants of the mortgagor.

(4) In any case concerning a mortgage on customary land, the court determining the case shall, where it appears to the court that—

- (a) the customary law applicable to that mortgage is inadequate; and
- (b) no other system of customary law makes adequate or any provision for the matter in question,

be guided by the relevant provisions of this Act, the common law and the doctrines of equity.

(5) This section shall not apply to customary land which is owned by a community.

(6) In the case of customary land which is owned by a family, the land may only be mortgaged with the consent of the spouse or spouses and children of the mortgagor.

**8. Mortgage of land to take effect as security only.**

(1) On and after the date of the commencement of this Act, a mortgage shall have effect as a security only and shall not operate as a transfer of any interest or right in the land from the mortgagor to the mortgagee; but the mortgagee shall have, subject to this Act, all the powers and remedies in case of default by the mortgagor and be subject to all the obligations conferred or implied in a transfer of an interest in land subject to redemption.

(2) Where a mortgagor signs a transfer as a condition for the grant of a mortgage under this Act, the transfer shall have no effect.

(3) A mortgagee who requires a transfer as a condition for the grant of a mortgage under this Act, commits an offence and is liable on conviction to a fine not exceeding four thousand currency points.

(4) In the case of the mortgage of a lease, the mortgagee shall not be liable to the lessor for rent or in respect of the covenants and conditions contained or implied in the lease to any greater extent than he or she would have been if the mortgage had been by way of a sublease.

**9. Priority.**

(1) In respect of mortgages of land registered under the Registration of Titles Act, mortgages shall rank according to the order in which they are registered in accordance with section 48 of that Act.

(2) In respect of mortgages of land held for customary tenure under a certificate of customary ownership, mortgages shall rank according to the order in which they are registered by the recorder and the recorder shall register all such mortgages in the order and as from the time they are presented to him or her for registration.

(3) Informal mortgages shall rank according to the order of the date and time when they are made.

(4) Where a mortgagee, subsequent in time to a prior mortgagee under a mortgage, lends money or money's worth to a mortgagor as a consequence of or through the fraud, dishonesty or misrepresentation of the prior mortgagee, either in conjunction with or separately from the fraud, dishonesty or misrepresentation of the mortgagor, that prior mortgagee's right to repayment under the mortgage shall be postponed to the rights of the subsequent mortgagee.

(5) The rules of priority for informal mortgages shall apply as far as the circumstances permit, to liens by deposit of documents.

## **10. Tacking.**

(1) A mortgagee may, subject to this section, make provision in the mortgage instrument to give further advances or to give credit to the mortgagor on a current or continuing account.

(2) A further advance referred to in subsection (1) shall not rank in priority to any subsequent mortgage unless—

- (a) the provision for further advances is noted in the register in which the mortgage is registered; or
- (b) the subsequent mortgagee has consented in writing to the priority of the further advance.

(3) Except as provided for in this section, there is no right to tack.

(4) Where a mortgage provides for the payment of a principal sum by way of instalments, the payment of those instalments shall not be taken to be a further advance and such payment shall rank in priority to all subsequent mortgages.

## **11. Consolidation.**

(1) Unless there is an express provision to the contrary clearly

set out in the mortgage instrument—

- (a) where a mortgagee has more than one mortgage from a single mortgagor; or
- (b) where the mortgagee has lent money or money's worth to a single mortgagor on two or more securities,

the mortgagor may discharge any or some of the mortgages or securities without having to redeem all the mortgages or securities.

(2) Notwithstanding subsection (1), a right to consolidate shall not be exercisable to the prejudice of any person acquiring land under any form of land tenure or under a certificate of occupancy or any other interest in land entitling that person to the occupation and use of that land prior to the recording of that right to consolidate in the prescribed register.

(3) The rules of equity applicable to consolidation shall, from the commencement of this Act, no longer apply to a mortgage.

(4) For purposes of this section, “consolidation” means the combination of two or more mortgages or securities.

## **12. Variation of a mortgage.**

(1) The rate of interest payable under a mortgage may be reduced or increased by a notice served on the mortgagor by the mortgagee which shall—

- (a) give the mortgagor not less than fifteen working days' written notice of the reduction or increase in the rate of interest;
- (b) state clearly and in a manner which can be readily understood, the new rate of interest to be paid in respect of the mortgage;
- (c) state the responsibility of the mortgagor to take such action

as he or she is advised by the notice to take to ensure that the new interest rate is paid to the mortgagee.

(2) The amount secured by a mortgage may be reduced or increased by a memorandum which—

- (a) complies with subsection (5); and
- (b) is signed—
  - (i) in the case of a memorandum of reduction, by the mortgagee; or
  - (ii) in the case of a memorandum of increase, by the current mortgagor; and
- (c) states that the principal moneys intended to be secured by the mortgage are reduced or increased as the case may be, to the amount or in the manner specified in the memorandum.

(3) The term or currency of a mortgage may be shortened, extended or renewed by a memorandum which—

- (a) complies with subsection (5);
- (b) is signed by the current mortgagor and by the mortgagee; and
- (c) states that the term or currency of the mortgage is shortened, extended or renewed, as the case may be, to the date or in the manner specified in the memorandum.

(4) The covenants, conditions and powers expressed or implied in a mortgage may be varied, but not so as to impose any significantly greater burdens on the borrower than those set out in section 17 by a memorandum which—

- (a) complies with subsection (5);
- (b) is signed by the current mortgagor and the mortgagee; and
- (c) states that the covenants, conditions and powers expressed



or implied in the mortgage are varied in the manner specified in the memorandum.

(5) A memorandum for the purposes of subsections (2), (3) and (4)—

- (a) shall be endorsed on or annexed to the mortgage instrument; and
- (b) when so endorsed or annexed to the mortgage instrument, operates to vary the mortgage in accordance with the terms of the memorandum.

### **13. Suits by mortgagor.**

(1) A mortgagor intending to commence any action in a court in respect of the mortgaged land shall by notice in writing inform the mortgagee or mortgagees of his or her intention and the nature of the action which is to be commenced.

(2) A mortgagee may, on receipt of the notice referred to in subsection (1), either—

- (a) require the mortgagor at his or her expense, to join the mortgagee in the action;
- (b) inform the mortgagor that the mortgagee will take over the action and the mortgagor should cease to pursue the action; or
- (c) take no action.

(3) Where a mortgagee informs the mortgagor that he or she will take over the action, the mortgagor shall forthwith cease to pursue the action.

(4) Where as a result of any decree or order of a court arising out of any action taken by the mortgagor under this section, any sum of money becomes payable to the mortgagor by way of damages on account of some damage or injury caused to the mortgaged land by the defendant, a mortgagee may apply to the court for an order that

that sum or such proportion of it as the court thinks fit should be paid to the mortgagee in reduction or discharge of the mortgage.

PART III—DISCHARGE AND RELEASE OF MORTGAGES.

**14. Right to discharge.**

(1) Subject to this section and section 15, on the payment of all moneys and the performance of all other conditions and obligations secured by the mortgage, and on the payment of any costs and expenses properly incurred by the mortgagee in exercising any of his or her rights under the mortgage, the mortgagee shall at the request and cost of the mortgagor release the mortgage at any time and any agreement or provision in the mortgage instrument or otherwise which—

(a) purports to deprive the mortgagor of that right;

(b) seeks to fetter the exercise of that right; or

(c) stipulates for a collateral advantage which is unfair and unconscionable and inconsistent with the right to discharge, is void.

(2) A discharge whether of the whole or a part of a mortgage shall be made in the prescribed form.

**15. Release of mortgage.**

(1) Upon the presentation for registration of a release of a mortgage registered under the Registration of Titles Act or the Land Act in the prescribed form signed by the mortgagee or his or her transferees, attested by one witness and discharging wholly or in part the land or any portion of the land from the mortgage, the Registrar or Recorder as the case may be shall and upon payment of the prescribed fees, make an entry of the release upon the original and duplicate certificate of title or certificate of customary ownership evidencing the time and date of the registration.

(2) Upon the entry being made under subsection (1), the land

affected by the release shall cease to be subject to the mortgage to the extent stated in the release.

**16. Deposit of mortgage money where mortgagee cannot be found.**

(1) Where a mortgagee is under a disability or is absent from Uganda or his or her whereabouts are unknown and there is no person authorised to discharge the mortgage at or after the date appointed for the payment of that money, it shall be lawful for the Secretary to the Treasury to receive the mortgage money with all arrears of interest due on it in trust for the mortgagee or other person entitled to it; and the interest upon that mortgage shall then cease to run or accrue.

(2) In the case of an informal mortgage, where the mortgagee cannot be found, a mortgagor may apply for an order of discharge and the Court may if satisfied that the mortgagor has discharged his or her obligations under the mortgage, make an order discharging the mortgagor.

(3) The registrar or recorder as the case may be shall, upon the production of the receipt of the Secretary to the Treasury for the amount of the mortgage money and interest, make an entry in the register, stating the time at which the entry was made; and that entry shall be a valid discharge from that mortgage; and the registrar or recorder as the case may be shall make a corresponding entry on the duplicate certificate of title or customary ownership.

(4) The Secretary to the Treasury shall from time to time deposit all mortgage monies and interest which are received by him or her under this section, together with all interest which accrues on them, in the Consolidated Fund in trust for the benefit of the persons who are for the time being entitled to them; but nothing in this section shall render the Secretary to the Treasury liable for not so depositing the monies and interest.

(5) At the request of the mortgagee or his representatives or successor in title, the registrar or the recorder as the case may be, shall address to the Secretary to the Treasury requisitions to pay to such

persons the monies to which they are entitled; under this section and the Secretary to the Treasury shall pay the monies accordingly.

**17. Transfer of mortgage.**

(1) The current mortgagor or any person mentioned in subsection (3) may at any time, other than a time when the mortgagee is in possession of the mortgaged land, in writing request the mortgagee to transfer the mortgage to a person named in the written request.

(2) The current mortgagee may at any time transfer the mortgage by a transfer in a prescribed form and shall give notice of the transfer to the mortgagor.

(3) Subject to the consent of the mortgagor, which consent shall not be unreasonably withheld, the persons who may make the written request under subsection (1) are any—

- (a) person who has an interest in the land which has been mortgaged;
- (b) surety for the payment of the amount secured by the mortgage;
- (c) creditor of the mortgagor who has obtained a decree of sale of the mortgaged land.

(4) Where the consent required by subsection (3) is withheld, a person aggrieved by the withholding of the consent may appeal to the court for an order requiring the mortgagor to show cause why the mortgagor cannot give consent, and the court may, in its discretion, dispense with the consent.

(5) The mortgagee, on receiving a written request made under subsection (1) and on payment by the person or persons making the request of all monies which would have been payable if the discharge of the mortgage had been made under section 14, and the performance of all other obligations secured by the mortgage, shall transfer the mortgage to the person named in the written request.

(6) Any express or implied term in a mortgage instrument which conflicts with this section is void.

PART IV—COVENANTS, CONDITIONS AND POWERS IMPLIED IN  
MORTGAGES.

**18. Implied covenants by the mortgagor.**

(1) There shall be implied in every mortgage the following covenants by the mortgagor with the mortgagee binding the mortgagor—

- (a) except in the case of a mortgagor under a third party mortgage, to pay the principal money on the day appointed in the mortgage agreement, and, so long as the principal money or any part of it remains unpaid, to pay interest on it or on so much of it as for the time being remains unpaid at the rate and on the days and in the manner specified in the mortgage agreement;
- (b) to pay all rates, charges, rent, taxes and other outgoings which are at all times payable in respect of the mortgaged land;
- (c) to repair and keep in a reasonable state of repair all buildings and other improvements upon the mortgaged land and to permit the mortgagee or his or her agent at all reasonable times until the mortgage is discharged and after reasonable notice to the mortgagor, to enter the land and examine the state and condition of those buildings and improvements;
- (d) to insure by insurance or any other means as may be prescribed or as are appropriate, that resources will be available to make good any loss or damage caused by fire to all buildings on the land, and where insurance is taken out, it is done in the joint names of the mortgagor and

mortgagee with insurers approved by the mortgagee and to the full value of all the buildings;

- (e) in the case of a mortgage of land used for agricultural or pastoral purposes, to use and continue to use the land in a sustainable manner and in accordance with the principles of good husbandry and any conditions subject to which the land is held and to comply with all written laws and lawful orders applicable to that use of the land;
- (f) not to lease, or sublease the mortgaged land or any part of it without the previous consent in writing of the mortgagee, but that consent shall not be unreasonably withheld;
- (g) not to transfer or assign a lease or a tenancy by occupation or part of it without the previous consent in writing of the mortgagee, but that consent shall not be unreasonably withheld;
- (h) in the case of a mortgage of a lease, during the continuance of the mortgage, to pay, perform and observe the rent, covenants and conditions contained and implied in the lease, on the part of the lessee to be performed and observed and to keep the mortgagee indemnified against all proceedings, expenses and claims on account of non-payment of the rent or part of it or the breach or non-observance of the covenants and conditions or any of them, and, if the lessee has an enforceable right to renew the lease, to renew it;
- (i) where the mortgage is a second or subsequent mortgage, that the mortgagor will pay the interest from time to time accruing on each prior mortgage (not being a third party mortgage) when it becomes due and will at the proper time repay the principal money or part of it due on each prior mortgage;
- (j) where the mortgagor fails to comply with any of the covenants implied by paragraphs (b), (c), (d), (e) and (h) that the mortgagee may spend such money as is reasonably necessary to remedy the breach and may add

the amount so spent to the principal money and that amount shall be deemed for all purposes to be a part of the principal money secured by the mortgage.

(2) The mortgagor shall keep all buildings upon the mortgaged land in a reasonable state of repair, but there shall not be read into any such covenant an undertaking by a mortgagor to put any building or part of it into a better condition than it was in at the commencement of the mortgage.

(3) The mortgagee shall not spend any money under subsection (1) (j) without giving notice to the mortgagor of his or her intention to do so.

#### PART V—POWERS OF THE MORTGAGEE.

### 19. Notice on default.

(1) Where money secured by a mortgage under this Act is made payable on demand, a demand in writing shall create a default in payment.

(2) Where the mortgagor is in default of any obligation to pay the principal sum on demand or interest or any other periodic payment or any part of it due under any mortgage or in the fulfilment of any covenant or condition, express or implied in any mortgage, the mortgagee may serve on the mortgagor a notice in writing of the default and require the mortgagor to rectify the default within forty five working days.

(3) The notice required by subsection (2) shall be in the prescribed form and shall adequately inform the mortgagor of the following matters—

- (a) the nature and extent of the default made by the mortgagor;
- (b) where the default consists of the non-payment of any monies due under the mortgage, the amount that must be paid to rectify the default, which amount may be the whole of the monies due under the mortgage, and the time, being not less than twenty one working days, by the end of which the payment in default must have been made;
- (c) where the default consists of the failure to perform or observe any covenant, express or implied, in the

mortgage, the action the mortgagor must take or desist from taking so as to rectify the default and the time, being not less than twenty one working days, by the end of which the default must have been rectified;

- (d) that if the default is not rectified within the time specified in the notice, the mortgagee will proceed to exercise any of the remedies referred to in section 20 in accordance with the procedures provided for in this Part.

(4) A mortgagor will be deemed to be in default warranting the mortgagee to serve upon him or her a notice in writing of the default requiring the mortgagor to rectify the default within the prescribed number of days as stated in sub-section (2) if the mortgagor fails to meet any obligation to pay the principal sum on demand or interest or any other periodic payment or any part of it under the mortgage after a period of 30 days from the date when the obligation to pay becomes due.

## **20. Remedies of the mortgagee.**

Where the mortgagor is in default and does not comply with the notice served on him or her under section 19, the mortgagee may—

- (a) require the mortgagor to pay all monies owing on the mortgage;
- (b) appoint a receiver of the income of the mortgaged land;
- (c) lease the mortgaged land or where the mortgage is of a lease, sublease the land;
- (d) enter into possession of the mortgaged land; or
- (e) sell the mortgaged land.

## **21. Mortgagee's action for money secured by mortgage.**

(1) The mortgagee may sue for the money secured by the mortgage only in the following cases—



- (a) where the mortgage deed provides that if there is default by the mortgagor, the money secured by the mortgage becomes payable in full;
- (b) where the mortgagor is personally bound to repay the money;
- (c) where a surety has agreed to be personally liable to repay the money in circumstances that have arisen;
- (d) where the mortgagee is deprived of the whole or a part of his or her security or the security is rendered insufficient through or in consequence of the wrongful act or default of the mortgagor.

(2) An action shall not be commenced under subsection (1) until the time for complying with a notice served under section 19 has expired.

(3) The court may, on the application of the mortgagor or a surety, order a stay of any proceedings brought under this section, until the mortgagee has exhausted all his or her other remedies against the mortgaged land, unless the mortgagee agrees to discharge the mortgage on payment of the money secured by the mortgage.

## **22. Appointment, powers, remuneration and duties of receivers.**

(1) It is an implied condition in every mortgage that the mortgagee has the power to appoint a receiver of the income of the mortgaged land.

(2) Before the appointment of a receiver under this section, the mortgagee shall serve a notice on the mortgagor and shall not proceed until fifteen working days have lapsed from the date of the service of the notice of appointment of receiver.

(3) The appointment of a receiver shall be in writing signed by the mortgagee.

(4) A mortgagee may apply to the court for the appointment of a

receiver and any such application may be made in an interlocutory application.

(5) A receiver may be removed at any time and a new receiver appointed in writing signed by the mortgagee.

(6) A receiver appointed under this section shall be deemed to be the agent of the mortgagor for the purposes for which he or she is appointed, and the mortgagor shall, unless the mortgage instrument provides otherwise, be solely responsible for the acts and defaults of the receiver.

(7) The receiver shall have the power to demand and recover all the income in respect to which he or she is appointed receiver, by action or otherwise, in the name of the mortgagor, and to give valid receipts for it.

(8) Subject to subsection (9) the receiver is entitled to retain out of any money received by him or her all costs, charges and expenses incurred by him or her as receiver, and, for his or her remuneration, a commission at such rate not exceeding five per cent of the gross amount of all monies received, as is specified in the appointment, or if no rate is specified at the rate of five per cent or such other rate as the mortgagor and mortgagee may agree or where the appointment of a receiver comes before the court, as the court shall deem fit.

(9) The receiver shall apply all monies received by him or her in the following order of priority—

- (a) in the payment of all rents, rates, charges, taxes and other outgoings required to be paid in respect of the mortgaged property;
- (b) in keeping down all annual sums or other payments, and the interest on all principal sums, having priority to the mortgage in respect of which he or she is the receiver;
- (c) in payment of his or her remuneration and expenses;
- (d) in payment of all reasonable expenses incurred in the doing of

anything which a receiver is required or entitled to do in respect of the mortgaged land, including but not limited to—

- (i) the payment of any premiums on any insurance policy properly payable under the mortgage instrument; and
  - (ii) the costs of undertaking necessary and proper repairs to any buildings comprised in the mortgaged land as directed in writing by the mortgagee;
- (e) in the repayment of any money paid or advanced by the mortgagee to meet the reasonable expenses referred to in paragraphs (a), (b), (c), and (d) together with any interest on any amount so paid or advanced at the rate at which interest is payable on the principal sum secured by the mortgage;
- (f) in payment of the interest accruing and due in respect of any principal sum secured by the mortgage;
- (g) in and towards the discharge of the principal sum secured by the mortgage, and
- (h) shall pay the residue, if any, to the mortgagor or other person entitled to receive the income from the mortgaged land.

### **23. Mortgagee's power of leasing.**

(1) A mortgagee shall, unless the mortgage instrument expressly provides to the contrary, have power, subject to this Act and any other laws applicable to the leasing of land—

- (a) to grant leases in respect of the mortgaged land or any part of the land; and
- (b) to accept a surrender of any lease so granted and of any lease granted by the mortgagor,

and may, for that purpose, execute, in place of the mortgagor any instrument required to execute that lease or surrender.

(2) Before granting a lease under this section, a mortgagee shall serve a notice on the mortgagor in the prescribed form and shall not proceed with the granting or execution of that lease until fifteen working days have lapsed from the service of the notice.

(3) Every lease granted by the mortgagee shall—

- (a) reserve the best rent that can reasonably be obtained, having regard to the circumstances of the case;
- (b) be for a term not exceeding fifteen years or the length of the term of the mortgage whichever is the shorter;
- (c) contain any terms and conditions which are reasonable, having regard to the interests of the mortgagor and of any other persons having an interest in the mortgaged land; and
- (d) if prior to granting a lease, the mortgagee has appointed a receiver under section 22, contain a declaration that the lender has appointed a receiver, stating the date of the appointment.

(4) A lease created by a mortgagee under this section shall not be binding on any person holding a mortgage which has priority to the mortgage of the mortgagee who has granted the lease unless that person has consented to it.

#### **24. Power of mortgagee to take possession of mortgaged land.**

(1) A mortgagee may, after the end of the period specified in section 19, and after serving a notice of not less than five working days of his or her intention to do so, enter into possession of the whole or a part of the mortgaged land.

(2) A mortgagee may exercise the power of entering into possession of the mortgaged land by—

- (a) entering into and taking physical possession of the land or a part of it during the day time using only such force as shall be reasonable in the circumstances;

- (b) asserting management or control over the land by serving a notice in the prescribed form requiring any lessee of the mortgagor or any other occupier of the land to pay to the mortgagee any rent or profits which would otherwise be payable to the mortgagor; or
- (c) an order of court.

(3) The mortgagee shall be regarded as being in possession on the date—

- (a) on which he or she enters into possession in accordance with subsection (2) (a) or (c); or
- (b) on which he or she first receives any rent or profit from the land.

(4) A mortgagee who has entered into possession may remain in possession, without prejudice to his or her right to withdraw from possession, so long as the mortgaged land continues to be subject to any liability under the mortgage.

(5) A mortgagee in possession of any mortgaged land—

- (a) by occupation, shall be entitled to manage the land and take all the profits of the land, but is liable to the borrower for any act or omission by which the value of the land, or any building on, or other permanent improvement to the land is impaired or the mortgagor otherwise suffers loss;
- (b) whether by occupation or by receipt of rents and profits shall be accountable to the mortgagor not only for the sums actually received by him or her, but also for any additional sums which he or she might reasonably have been expected to receive by the prudent exercise of his or her powers;
- (c) where the mortgaged land is leased, is liable to the mortgagor

to observe and perform all the covenants and conditions contained or implied by any rule of law or custom in the lease subject to which the mortgaged land is leased; and

(d) may renew a lease granted by the mortgagor on the same terms as the original lease but may not otherwise grant any lease out of the mortgaged land.

(6) A mortgagee in possession shall apply all the monies received by him or her to the same payments and in the same order as apply to a receiver and as set out in section 22 (9); except that a mortgagee in possession is not entitled to receive any payments under subsection 22(9)(c).

(7) A person on whom a notice under subsection (1) has been served shall forthwith comply and continue to comply with that notice until—

(a) a notice of withdrawal in the prescribed form is served on that person by the mortgagee in possession;

(b) the mortgagee in possession withdraws from that possession;  
or

(c) a court orders the mortgagee in possession to withdraw from possession.

## **25. Withdrawal of mortgagee from possession.**

(1) A mortgagee shall withdraw from possession of the mortgaged land where—

(a) a court makes an order directing the mortgagee to withdraw;

(b) the mortgagee appoints a receiver under section 22;

(c) the default which was the cause of the entry into possession has been rectified through the possession of the mortgagee;

(d) the mortgagee has exercised the power of sale under section 26(2); or

(e) the mortgagor becomes entitled to a discharge of the mortgage under section 14.

(2) A mortgagee in possession shall be taken to have withdrawn from possession of all or a part of the mortgaged land—

(a) when the court makes an order under sub-section (1);

(b) when the receiver has been appointed in accordance with section 22;

(c) when the mortgagee—

(i) ceases to occupy the mortgaged land;

(ii) where he or she is not in occupation, serves a notice of withdrawal on all persons served with a notice under section 24 (2) (b);

(d) when the purchaser of the mortgaged land enters into occupation of that land; or

(e) when the mortgagor obtains the discharge of the mortgage.

(3) A mortgagee who has withdrawn from possession of mortgaged land may not again enter into possession of that land, otherwise than by complying with section 24.

## **26. Mortgagee's power of sale.**

(1) Where a mortgagor is in default of his or her obligations under a mortgage and remains in default at the expiry of the time provided for the rectification of that default in the notice served on him or her under section 19 (3), a mortgagee may exercise his or her power to sell the mortgaged land.

(2) Before exercising the power to sell the mortgaged land, the mortgagee shall serve a notice to sell in the prescribed form on the mortgagor and shall not proceed to complete any contract for the sale of the mortgaged land until twenty one working days have lapsed from the date of the service of the notice to sell.

(3) A copy of the notice to sell served in accordance with subsection (2) shall be served on—

- (a) a mortgagor;
- (b) any spouse or spouses of the mortgagor in respect of a matrimonial home;
- (c) a surety;
- (d) the independent person as provided under this Act; or
- (e) in case of customary land, the children and the spouse or spouses.

## **27. Duty of mortgagee exercising power of sale.**

(1) A mortgagee who exercises a power to sell the mortgaged land, including the exercise of the power to sell under an order of a court, owes a duty of care to the mortgagor, any surety of the whole or any part of the sums advanced to the mortgagor, any mortgagee under a subsequent mortgage including a mortgage on customary land or under a lien, to take all reasonable steps to obtain the best price as prescribed in the regulations.

(2) A mortgagee shall not be entitled to any compensation or indemnity from the mortgagor, any former mortgagor or any surety in respect of any liability arising from a breach of the duty imposed by subsection (1).

## **28. Powers incidental to the power of sale.**

(1) Where a mortgagee becomes entitled to exercise the power of sale, that sale may be—



- (a) of the whole or a part of the mortgaged land;
- (b) subject to or free of any mortgage or other encumbrance having priority to the mortgagee's mortgage;
- (c) by way of subdivision or otherwise;
- (d) by public auction, unless the mortgagor consents to a sale by private treaty;
- (e) with or without reserve; and
- (f) subject to such other conditions as the mortgagee shall think fit, having due regard to the duty imposed by section 27(1).

(2) Where a sale is to proceed by public auction, it shall be the duty of the mortgagee to ensure that the sale is publicly advertised in advance of the sale by auction in such a manner and form as to bring it to the attention of persons likely to be interested in bidding for the mortgaged land may include but not be limited to the mortgagee placing an advert including a colour picture of the mortgaged property, in a newspaper which has wide circulation in the area concerned, specifying the place of the auction, and the date of the auction, being no earlier than thirty days from the date of the first advert.

(3) A transfer of the mortgaged land by a mortgagee in exercise of his or her power of sale shall be made in the prescribed form and the registrar or recorder, shall accept that form as sufficient evidence that the power has been duly exercised.

(4) Upon registration of the transfer by a registrar or recorder, the interest of the mortgagor as described in it shall pass to and vest in the purchaser free of all liability on account of the mortgage, or on account of any other mortgage or encumbrance to which the mortgage has priority, other than a lease or easement to which the mortgagee had consented in writing.

**29. Protection of purchaser.**

(1) A purchaser in a sale effected by a mortgagee acquires good title except in a case of fraud, misrepresentation or other dishonest conduct on the part of the mortgagee of which the purchaser has actual or constructive notice.

(2) A purchaser is not—

(a) answerable for the loss, misapplication or non-application of the purchase money paid for the mortgaged land;

(b) obliged to see to the application of the purchase price; or

(c) obliged to inquire whether there has been a default by the mortgagor or whether any notice required to be given in connection with the exercise of the power of sale has been duly given or whether the sale is otherwise necessary, proper or regular.

(3) For the purposes of this section, a purchaser is—

(a) a person who purchases mortgaged land excluding the mortgagee when the mortgagee is the purchaser; or

(b) a person claiming the mortgaged land through the person who purchases mortgaged land from the mortgagee, but does not include the mortgagee where the mortgagee is the subsequent purchaser.

(4) A purchaser prejudiced by unauthorised, improper or irregular exercise of the power of sale shall have a remedy in damages against the mortgagee exercising that power.

**30. Sale by mortgagee to himself or herself.**

(1) The following shall not be permitted to purchase the mortgaged land without the leave of court—

- (a) a mortgagee;
- (b) an employee of the mortgagee or an immediate member of his or her family;
- (c) an agent of the mortgagee or an immediate member of his or her family;
- (d) any person in a position to influence the matter directly or indirectly; or
- (e) a person in position of any other privileged information with regard to the transaction.

(2) A court shall not grant leave to a person mentioned in subsection (1) unless the court is satisfied that a sale of the mortgaged land to that person is the most advantageous way of selling the land so as to comply with the duty imposed on the mortgagee by section 27 (1).

(3) Where the mortgaged land is to be sold by public auction, the mortgagee or other persons mentioned in subsection (1) may bid for the mortgaged land at that public auction so long as the price bid for the mortgaged land by the mortgagee is—

- (a) the highest price bid for that land at the auction; or
- (b) equal to or higher than the reserve price, if any, put upon the land before the auction, which ever amount is the greater; and,
- (c) immediately after the fall of the hammer, applies to court for an order to conclude the sale.

(4) Where the court makes an order under subsection (3)(c) the mortgagee shall attach the order of the court to the transfer form.

(5) Where the mortgagee sells the mortgaged land in contravention of this section, the sale shall be voidable at the option of the mortgagor.

**31. Application of proceeds of sale of mortgaged land.**

(1) The purchase money received by a mortgagee who has exercised his or her power of sale shall be applied in the following order of priority—

- (a) in payment of any rates, rents, taxes, charges or other sums owing and required to be paid on the mortgaged land;
- (b) in discharge of any prior mortgage or other encumbrance subject to which the sale was made;
- (c) in payment of all costs and reasonable expenses properly incurred and incidental to the sale or any attempted sale;
- (d) in discharge of the sum advanced under the mortgage or so much of it as remains outstanding, interest, costs and all other monies due under the mortgage, including any monies advanced to a receiver in respect of the mortgaged land under section 2;
- (e) in payment of any subsequent mortgages in order of their priority; and
- (f) the residue, if any, of the money received shall be paid to the person who, immediately before the sale, was entitled to discharge the mortgage.

(2) Where a mortgagee holding the proceeds of sale in trust under this section is in doubt as to the proper distribution of all or part of those proceeds, he or she may apply to the court for directions and may, if the court so orders, deposit the proceeds in court; and the costs of any such proceedings shall rank in priority as if they were part of the expenses of the sale.

**32. Right of mortgagor to discharge mortgage on payment of sums due any time before sale.**

(1) At any time before an agreement is reached between the mortgagee and any purchaser for the sale to that purchaser of the mortgaged land the mortgagor or any other person who is entitled to discharge the mortgage may discharge the mortgage in whole or in part by paying to the mortgagee all monies secured by the mortgage at the time of discharge.

(2) Where payment is made under subsection (1), the mortgagee shall deliver to the mortgagor—

- (a) a discharge of the mortgage in the prescribed form over the whole or that part of the mortgaged land to which the payment relates; and
- (b) all instruments and documents of title held by the mortgagee in connection with the mortgaged land.

#### PART VI—POWERS OF THE COURT WITH RESPECT TO MORTGAGES.

### **33. Application for relief by mortgagor.**

(1) An application to the court for relief against the exercise by the mortgagee of any of the remedies referred to in section 20 may be made—

- (a) by the mortgagor;
- (b) if two or more persons are joint mortgagors, by one or more of them on their own behalf;
- (c) by a spouse or spouses of the mortgagor; or
- (d) by the trustee in bankruptcy of the mortgagor.

(2) Where an application under subsection (1) (b) is not made by all the joint mortgagors, then, unless the court orders otherwise, it shall be served on all the other joint mortgagors.

(3) An application for relief may be made at any time after the service of a notice under section 19, section 22 (2), section 23 (2) or section 24 (1) or section 26 (2), or during the exercise of any of the remedies referred to in those sections.

(4) An application for relief is not to be taken as an admission by the mortgagor or any other person applying for relief that—

- (a) there has been a breach of a covenant of the mortgage by the mortgagor;
  - (b) by reason of such a breach, the mortgagee has the right to exercise the remedy in respect of which the application for relief has been made;
  - (c) all notices which were required to be served by the mortgagee were properly served; or
  - (d) the period for remedying the breach specified in the notice served under section 21 was reasonable or had expired,
- and the court may grant relief without determining all or any of those matters.

### **34. Power of court to review certain mortgages.**

Where a mortgage has been obtained—

- (a) through fraud, deceit, or misrepresentation by the mortgagor;  
or
- (b) in a manner or containing a provision which is unlawful;

the court may review the mortgage on application by the persons mentioned in section 35 in the interest of justice.

### **35. Application to court to exercise powers under section 34.**

(1) An application to the court to exercise any of the powers conferred upon the court by section 34 may be made—

- (a) by the mortgagor or mortgagee;
- (b) if two or more persons are joint mortgagors or joint mortgagees, by one or more of them on their own behalf;

- (c) by a spouse or spouses of the mortgagor;
- (d) by the trustee in bankruptcy of the mortgagor;
- (e) by a trustee in bankruptcy, receiver or liquidator of the mortgagee; or
- (f) by a surety.

(2) If an application made in accordance with subsection (1) (b) is not made by all the joint mortgagors or mortgagees, then, unless the court orders otherwise, the application must be served on all the other joint mortgagors or mortgagees.

(3) An application under subsection (1) may be made—

- (a) at any time before the mortgagor has obtained a discharge of the mortgage; or
- (b) on an application by the mortgagee to the court for an order for possession or the execution of such an order.

**36. Exercise of powers under section 34 to review certain mortgages.**

(1) Upon an application made under section 34, the court may—

- (a) declare the mortgage void;
- (b) direct that the mortgage shall have effect subject to such modifications as the court shall order; or
- (c) require the mortgagee to repay the whole or part of any sum paid under the mortgage or any related or collateral agreement by the mortgagor or any surety or other person who assumed an obligation under the mortgage whether it was paid to the mortgagee or any other person.

(2) The court shall not declare a mortgage void unless it is satisfied that the circumstances justify it.

(3) Where an application is made on the grounds that the mortgage contains any provision which is unlawful, unconscionable or extortionate the court shall to the greatest extent possible, uphold the mortgage with the omission of the unlawful, unconscionable and extortionate provision.

(4) Where an application is made on the grounds of the exercise of undue influence or other unconscionable conduct, and two or more persons are joint mortgagors or mortgagees, and those grounds are proved to the satisfaction of the court, the court shall uphold the mortgage to the extent of the interests of the joint mortgagors or mortgagees upon whom undue influence was not exercised.

**37. Extinction of certain rights.**

(1) Where upon an application for the purpose, the Registrar is satisfied that the right of action to recover any security under a mortgage, whether the right is granted in that mortgage or otherwise, has become extinguished by the operation of the Limitation Act, the Registrar shall, after giving notice of not less than thirty days to the mortgagee, remove the mortgage from the title of the land to which it relates; and the mortgage shall be deemed cancelled with effect from the date of the removal.

(2) Notwithstanding subsection (1), the mortgagee may not later than ninety days from the expiration of the notification under subsection (1) apply to the court for an order restoring the mortgage and his or her right under it.

(3) Upon application by the mortgagee under subsection (2) the court shall grant the order if the mortgagee satisfies the court—

(a) in the case of the cancellation of a mortgage under subsection(1) that, during the period of limitation—

(i) the mortgagor or his or her successor in title



acknowledged the mortgage debt in writing, and agreed to pay, or settle part of it;

(ii) the mortgagor was dead and that either no successor had been appointed or there was no one competent to receive the notice requiring the repayment of the loan either as a personal representative or in some other capacity; or

(iii) the exercise of his or her powers of sale or foreclosure had been denied by the court; or

(b) in the case of the cancellation of a mortgage under subsection (1) that the exercise of his or her powers of sale or foreclosure had been denied by the court.

**38. Registrar may issue Special Certificate of Title to mortgagor.**

(1) Where, upon the expiration of time specified under section 37(2) for the mortgagee to apply to the court for the mortgage and his or her rights under the mortgage to be restored, the mortgage and the rights have not been so restored and there are no proceedings pending in court in respect of such application, the Registrar shall, by writing under his or her hand, require the mortgagee or his or her transferee within thirty days to surrender to the Registrar any certificate of title in his or her possession relating to the mortgaged land.

(2) Any certificate surrendered to the Registrar pursuant to subsection (1) shall be returned to the mortgagor or his or her transferee.

(3) Where, upon a request by the Registrar under subsection(1), the mortgagee or his or her transferee fails to comply within the time specified, the Registrar shall issue to the mortgagor or his or transferee a special certificate of title in place of the certificate in the possession of the mortgagee or his or her transferee, and the provisions of section 71 of the Registration of titles Act relating to the validity and endorsement of special certificate of title and the entry of particulars of it in the register book shall, *mutatis mutandis*, apply to the special certificate of title issued under this section.

## PART VII—MISCELLANEOUS.

**39. Offences and penalties.**

(1) A person who—

- (a) impersonates a spouse of a mortgagor;
- (b) presents to a mortgagee as his or her spouse, a person not being his or her spouse; or
- (c) forges any document or utters a forged document to any person, for the purpose of fulfilling any duty or requirement under this Act,

commits an offence and is liable on conviction to a fine not less than forty eight currency points but not exceeding one hundred and twenty currency points or imprisonment not less than twenty four months but not exceeding sixty months or both such fine and imprisonment.

(2) A person who purchases mortgaged property in contravention of section 30 commits an offence and is liable on conviction to a fine not less than forty eight currency points but not exceeding one hundred and twenty currency points or imprisonment not less than twenty four months but not exceeding sixty months or both such fine and imprisonment.

(3) A mortgagee who sells mortgaged property in breach of his or her duty to the mortgagor under section 27(1), commits an offence and is liable on conviction to a fine not exceeding two hundred currency points.

(4) A mortgagee who refuses, or neglects to release the mortgage under section 14 commits an offence and is liable on conviction to a fine not exceeding two hundred currency points.

**40. Short form of covenant by mortgagor to insure.**

(1) Where in any mortgage made under this Act the mortgagor uses the form of words contained in column one of the Second Schedule to this Act, the mortgage shall be taken to have the same effect and be construed as if he or she has inserted in it the form of words contained in column two of that Schedule; and every such form

shall be deemed a covenant with the mortgagee by the mortgagor binding the latter and his or her heirs, executors, administrators, transferees and assignees in title.

(2) There may be introduced into or annexed to the form in the first column of the Second Schedule any express exception from or express qualification to the form; and the like exception or qualification shall be taken to be made from or in the form in the second column.

#### **41. Regulations.**

(1) The Minister may in consultation with the Central Bank make regulations prescribing anything which may be prescribed under this Act and generally for the better carrying into effect of the purposes and provisions of this Act and removing any difficulties occasioned by the coming into force of this Act.

(2) Without prejudice to the general effect of subsection(1) regulations under this section may prescribe—

- (a) the forms and notices to be used under this Act;
- (b) the manner and form of the conduct of the business of mortgages;
- (c) the persons on whom notices must be served;
- (d) the conduct of auctions in connection with the sale of mortgaged land;
- (e) penalties not exceeding a fine of seventy two currency points or imprisonment not exceeding three years or both for infringing any provision of the regulations.

#### **42. Minister's power to amend First Schedule.**

The Minister may with the approval of Cabinet by statutory instrument amend the First Schedule to this Act.

**43. Saving of common law and equity.**

The rules of common law and the doctrines of equity applicable to mortgages shall continue in force, in accordance with the provisions of the Judicature Act, except insofar as they are inconsistent with this Act.

**44. Repeals, savings and transitional provisions.**

(1) The following laws are repealed—

(a) the Mortgage Act,

(b) sections 115 to 129 of the Registration of Titles Act; and

(c) the Eleventh, Twelve and Thirteenth Schedules to the Registration of Titles Act.

(2) Any rule, order, regulation, direction, notice, notification or other administrative act made, given, issued or undertaken before the commencement of this Act under any land law repealed or amended in a material particular by this Act shall, if it could have been made, given, issued or undertaken under any corresponding provision of this Act, continue in force and have the like effect as if it had been made, given, issued or, as the case may be, undertaken under this Act.

(3) Unless the contrary is expressly provided for in this Act, any right, interest, title, power, or obligation acquired, accrued, established, coming into force or exercisable before the commencement of this Act shall continue to be governed by the law applicable to it immediately prior to the commencement of this Act.

(4) Unless the contrary is expressly provided for in this Act or the circumstances are such that the contrary must be presumed to be the case, where any step has been taken to create, acquire, assign, transfer, or otherwise execute a disposition, any such transaction shall be continued in accordance with the law applicable to it immediately prior to the commencement of this Act.

(5) Any instrument executed before the commencement of this Act by which any disposition permitted under this Act is completed,

may be presented for registration in the prescribed register and—

- (a) the question whether any such instrument so presented is to be registered shall be determined by the registrar or recorder as the case may be, by reference to the law in force at the time of its execution; and
- (b) subject to paragraph (a), this Act shall apply to such an instrument as if it had been executed after the commencement of this Act.

(6) Where any step has been taken to foreclose a mortgage before the enactment of this Act, a court may, if it considers it just and reasonable to do so, on and after the commencement of this Act, on the application of the mortgagor, issue an injunction to the mortgagee to stop the continuation of any such step; and where a court has issued an injunction under this subsection, the mortgagee to whom the injunction has been issued may commence any action under this Act to bring the mortgage to an end.

#### FIRST SCHEDULE

#### CURRENCY POINT

#### Section 2

A currency point is equivalent to twenty thousand shillings

Column one	Column two
That I will insure against fire in the name of the mortgagee.	That I, my heirs, executors, administrators or transferees will insure and so long as any money remains secured by this mortgage, keep insured against loss or damage by fire in the name of the mortgagee or his or her transferees in some public insurance office approved by him or her or them, all buildings for the time being erected on the land, and of a nature or kind capable of being so insured to the amount either of the principal money secured by this mortgage or to the full value of those buildings, and will when required deposit with the mortgagee or his or her transferees the policy of that insurance, and within two months after each premium becomes payable the receipt of that premium. And that the monies which are received on account of the insurance shall be at his or her or their option be applied either in or towards satisfaction of the monies secured by this mortgage or in rebuilding or reinstating under the superintendence of his or her or their surveyor the buildings destroyed or damaged. And that on any breach or non-observance of this covenant he or she or they shall be at liberty to effect the insurance and continue it for such period as may be deemed fit, and the costs and expenses paid on account of it shall be a charge upon the land and bear interest at the same rate as if principal money is overdue.

**SECOND SCHEDULE**

(Section 40)

**INSURANCE COVENANT IN MORTGAGE**

**Cross References**

The Land Act Cap 227.

The Limitation Act, Cap. 80.

The Mortgage Act, Cap 229.

The Registration of Titles Act, Cap 230.

**ACTS SUPPLEMENT**

*to The Uganda Gazette No. 53 Volume CII dated 30th October, 2009.*

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**Act 9**

*Appropriation Act*

**2009**

**THE APPROPRIATION ACT, 2009.**

**An Act to apply a sum of six thousand six hundred and twenty five billion, one hundred and forty one million, five hundred forty five thousand shillings out of the Consolidated Fund to the service of the year ending on the 30th June, 2010 and to appropriate the supplies granted.**

DATE OF ASSENT: 30th September, 2009.

*Date of Commencement:* 1st July, 2009.

BE IT ENACTED by Parliament as follows:

**1. Commencement.**

This Act shall be deemed to have come into force on the 1st day of July, 2009.

**2. Issue of money out of the Consolidated Fund.**

The Treasury may issue out of the Consolidated Fund and apply towards the supply granted to the Government for the service of the year ending on the 30th June, 2010, the sum of six thousand six hundred and twenty five billion, one hundred and forty one million, five hundred forty five thousand shillings.



### 3. Appropriation.

The sums granted by this Act shall be appropriated for the services and purposes and in the amounts specified in columns 1 and 2 of the Schedule to this Act.

### 4. Extension of duration of appropriation.

Any part of the sums granted by section 2 of this Act which has been, or is issued from the Consolidated Fund on or before the 30th day of June, 2010 shall be available until a date determined by the Secretary to the Treasury (not being later than the 31st day of October, 2010) for making payments which become due during the year ending on the 30th day of June, 2010 to an accounting officer or a receiver of revenue or to an officer administering a fund established under section 9 of the Public Finance and Accountability Act, 2003.

## SCHEDULE

COLUMN 1	COLUMN 2
<i>Vote No.</i>	<i>Supply</i>
	<i>Shs.'000</i>
001. The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries and expenses under the Headquarters, Departments of Monitoring and Evaluation, Monitoring and Inspection, Information, Cabinet Secretariat, Internal Security Organisation (ISO) under the Office of the President ... ..	53,067,894
002. The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries and other expenses on State House and Office of the Vice- President ... ..	61,353,912
003. The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, expenses under the office of the Prime Minister, Finance and Administration, Coordination and Monitoring, Pacification and Special Programmes, Disaster Management and Refugees, Luwero Triangle and Karamoja Headquarters under the Office of the Prime Minister ... ..	20,522,475
004. The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries and other expenses in the Office of the Minister of Defence Headquarters, UPDF Land Forces and UPDF Airforce under the Ministry of Defence... ..	433,577,930

## SCHEDULE—continued

COLUMN 1	COLUMN 2
<i>Vote No.</i>	<i>Supply</i>
	<i>Shs. '000</i>
005. The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, expenses of the Headquarters, Human Resources Development, Personnel Management, Administrative Reform, Management Services, Records and Information Management, Compensation Department and the Directorate of Civil Service Inspectorate under the Ministry of Public Service ... ..	8,993,461
006. The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries and expenses under Finance and Administration, Protocol and Consular, Planning Unit, Resource Centre, EAC and Ring States, Namera, African Union, Europe, Asia and Pacific, Americas and Carribean and Multilateral Organisations under the Office of the Minister of Foreign Affairs ... ..	8,858,420
007. The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries and other expenses in the Ministry of Justice and Constitutional Affairs Headquarters, Civil Litigation, First Parliamentary Counsel, Legal Advisory Services, Registrar-General, Law Council and Administrator-General ... ..	19,627,577
008. The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries and other expenses of the Office of the Minister, Public Administration, Tax Policy Department, Aid Liaison, Financial Management Services, Treasury Services, Uganda Computer Services, Macro-Economic Policy Department, Economic Development Policy and Research Department, Inspectorate and Internal Audit, Budget Policy and Evaluation Department, Infrastructure and Social Services Department, the Technical and Advisory Services, Treasury Directory Services, Internal Audit Department, Micro Finance Department and Investment and Private Sector Development Department under the Ministry of Finance, Planning and Economic Development ... ..	49,209,374
009. The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries and other expenses of the Ministry of Internal Affairs Headquarters, Immigration, Government Chemist and Restructuring Contingency falling under the control of the responsible Minister ... ..	14,215,532
010. The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries and other expenses in the Headquarters, Directorate of Crop Resources, Farm Development Department, Crop Protection Department, Crop Production Department, Directorate of Animal Resources, Animal Production Department, Livestock Health and Entomology, Fisheries Resources Department, and Department of Planning falling under Ministry of Agriculture, Animal Industry and Fisheries... ..	13,496,756

## SCHEDULE—continued

COLUMN 1	COLUMN 2
<i>Vote No.</i>	<i>Supply</i>
	<i>Shs. '000</i>
011. The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries and other Expenses in the Ministry of Local Government, Office of the Minister, Directorate of Local Government Administration and Inspection, Decentralisation Secretariat, Development Analysis Unit, Resource Centre and Policy Analysis Unit falling under the control of the responsible Minister ...	3,904,690
012. The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries and expenses under the Ministry of Lands, Housing and Urban Development, Finance and Administration, Physical Planning, Land Valuation and Registration, Directorate of Lands and Human Settlement, Planning and Quality Assurance, Lands and Surveys, falling under the control of the responsible Minister ...	16,622,777
013. The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries and other expenses of the Ministry of Education and Sports Headquarters, Preprimary and Primary Education, Secondary Education, Teacher Education, Business, Technical and Vocational Education, Special Education and Career Guidance, Higher Education, Education Planning, and Education Standards Agency falling under the control of the Minister ...	178,074,826
014. The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries and expenses of the Ministry of Health Headquarters, Planning, Quality Assurance, Community Health, Research Institutions, Joint Clinical Research Centre, Clinical Services and National Disease Control falling under the control of the responsible Minister ...	48,517,824
015. The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries and other expenses under the Ministry of Tourism, Trade and Industry Headquarters, External Trade, Internal Trade, Tourism, Museums and Monuments, Directorate of Tourism, Wildlife Conservation, Museums, Trade and Economic Affairs Department, Wildlife and Antiquities Department, Industry and Technology Department, Standards and Inspectorate Departments falling under the control of the responsible Minister ...	8,771,982
016. The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries and other expenses in the Ministry of Works and Transport Headquarters, Road Maintenance and Construction, Quality Assurance, Building, Transport Planning and Transport Regulations falling under the control of the responsible Minister...	16,544,682

## SCHEDULE—continued

COLUMN 1	COLUMN 2
<i>Vote No.</i>	<i>Supply</i>
	<i>Shs. '000</i>
017. The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries and other expenses under the Ministry of Energy and Minerals Headquarters, the Departments of Planning, Energy, Petroleum exploration, Geology, Survey and Mining falling under the control of the Responsible Minister ... ..	5,945,659
018. The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries and other expenses under the Ministry of Gender, Labour and Social Development Headquarters, Planning Department, Gender and Community Development, Literacy and Special Programmes, Poverty Eradication and Economic Rights, Civil Rights and Culture, Labour and Industrial Relations and Labour Inspection falling under the control of the responsible Minister ...	16,060,974
019. The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries and other expenses for the Ministry of Water and Environment, Urban Water Supply, Rural Water Supply, Environment Affairs and Meteorology, Finance and Administration, Planning and Quality Assurance, Water Resource Management falling under the control of the Responsible Minister... ..	6,872,604
020. The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries and other expenses for the Ministry of Information and Communication Technology Headquarters, Communication and Information Technology... ..	2,264,792
021. The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries and expenses under the Ministry of East African Community Affairs Headquarters ... ..	14,928,579
109. The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries and other expenses for the Law Development Centre ... ..	1,178,690
110. The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries and other expenses for the Uganda Industrial Research Institute ... ..	4,526,000
111. The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries and other expenses of Administration and General, of Busitema University ... ..	4,872,476
112. The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries and other expenses for the Directorate of Ethics and Integrity ... ..	1,427,043
113. The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries and other expenses for the Uganda National Road Authority... ..	95,023,654

## SCHEDULE—continued

COLUMN 1					COLUMN 2
<i>Vote No.</i>					<i>Supply</i>
					<i>Shs. '000</i>
114.	The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries and other expenses for the Uganda Cancer Intitute	...	...	...	781,668
115.	The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries and other expenses for the Uganda Heart Institute	...	...	...	64,400
116.	The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries and other expenses for the National Medical Stores	...	...	...	75,711,385
117.	The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries and other expenses for the Uganda Tourism Board	...	...	...	1,728,880
118.	The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries and other expenses for the Road Fund				116,241,609
130.	The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries and other expenses for the Treasury Operations	...	...	...	2,000,000
132.	The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses of the Education Service Commission	...	...	...	3,643,150
133.	The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses of the Directorate of Public Proseccion (DPP)	...	...	...	9,273,227
134.	The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses of the Health Service Commission	...	...	...	2,212,729
136.	The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries and other expenses of the Administration and General, of Makerere University	...	...	...	44,792,820
137.	The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses of the Central Administration, University Teaching Hospital, Science Education and Faculty of Medicine and Nursing of Mbarara University of Science and Technology	...	...	...	7,402,070

## SCHEDULE—continued

COLUMN 1	COLUMN 2
<i>Vote No.</i>	<i>Supply</i>
	<i>Shs. '000</i>
138. The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries and other expenses of the Administration and General, of Makerere University Business School (MUBS)...	5,175,090
139. The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses of the Kyambogo University ...	18,536,345
140. The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries and other expenses of the Uganda Management Institute ...	425,504
141. The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries and other expenses of the Uganda Revenue Authority ...	100,050,370
142. The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses of the National Agriculture Research Organisation (NARO) Headquarters, Agricultural Research Information Centre, Namulonge Agric. and Animal Production Research Institute, Fisheries Research Institute, Livestock Health Research Institute, Forestry Research Institute, Serere Agricultural and Animal Production Research Institute, Food Science Research Institute, Agricultural Engineering and Technology Research Institute, Coffee Research Centre Technology Generation and Technology Transfer ...	5,931,676
143. The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries and other expenses of the Uganda Bureau of Statistics ...	20,495,968
144. The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries and other expenses of Uganda Police Administration Services Department, Support Services Department, Technical Services Department, Criminal Investigation Services Department, Special Branch Services Department, Mobile Police Patrol Unit (MPPU), Local Defence Units (LDUs) and Anti-stock Theft Unit (ASTU) ...	166,376,973
145. The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries and other expenses of the Prisons Headquarters, Prisons Industries, Prisons Farms, Prison Medical Services and Prison Regional Services...	44,079,148
146. The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries and other expenses for the Public Service Commission ...	2,844,061

## SCHEDULE—continued

COLUMN 1	COLUMN 2
<i>Vote No.</i>	<i>Supply</i>
	<i>Shs. '000</i>
147. The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses of the Local Governments Finance Commission ... ..	2,020,002
148. The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses of the Judicial Service Commission... ..	1,519,992
149. The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries and other expenses of the Administration and General for the expenses of the Gulu University ... ..	8,946,372
150. The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries and other expenses of the Administration and General for the expenses of the National Environment Management Authority (NEMA) ... ..	4,810,919
151. The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries and other expenses of the Administration and General for the expenses of the Uganda Blood Transfusion Services ... ..	3,130,370
152. The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries and other expenses of the Administration and General for the expenses of the National Agricultural Advisory Services Secretariat... ..	6,392,718
153. The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries and other expenses of the Administration and General for the expenses of the Public Procurement and Disposal of Public Assets Authority... ..	3,571,105
154. The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries and other expenses of the Administration and General for the expenses of the Uganda National Bureau of Standards ... ..	6,215,000
155. The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries and other expenses of the Administration and General for the expenses of the Cotton Development Organisation ... ..	5,700,000
156. The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries and other expenses of the Administration and General for the expenses of the Uganda Land Commission ... ..	2,096,000

## SCHEDULE—continued

COLUMN 1	COLUMN 2
<i>Vote No.</i>	<i>Supply</i>
	<i>Shs. '000</i>
157. The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries and other expenses of the Administration and General for the expenses of the National Forestry Authority... ..	200,000
159. The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries and other expenses of the Administration and General for the expenses of the External Security Organisation ...	9,664,940
160. The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries and other expenses of the Administration and General for the expenses of the Uganda Coffee Development Authority... ..	877,000
161. The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries and other expenses for Management, Medical Services and Common Services of Mulago Hospital Complex ... ..	29,070,408
162. The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries and other expenses for Management of Butabika Hospital ... ..	4,222,244
163. The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses of the Arua Hospital ... ..	2,780,425
164. The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses of the Fort Portal Hospital ... ..	2,447,173
165. The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses of the Gulu Hospital ... ..	2,554,658
166. The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses of the Hoima Hospital ... ..	1,943,247
167. The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses of the Jinja Hospital ... ..	3,735,140
168. The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses of the Kabale Hospital ... ..	1,956,391
169. The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses of the Masaka Hospital ... ..	2,509,024



## SCHEDULE—continued

COLUMN 1				COLUMN 2
<i>Vote No.</i>				<i>Supply</i>
				<i>Shs. '000</i>
170.	The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses of the Mbale Hospital	...	...	3,810,119
171.	The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses of the Soroti Hospital	...	...	2,390,086
172.	The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses of the Lira Hospital	...	...	2,553,523
173.	The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses of the Mbarara Regional Referral Hospital	...	...	2,976,816
174.	The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses of the Mubende Hospital	...	...	215,333
175.	The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses of the Moroto Hospital	...	...	172,667
201	The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses of the Uganda Mission at the United Nations, New York	...	...	4,141,246
202.	The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses of the Uganda High Commission in United Kingdom, London	...	...	2,668,071
203.	The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses of the Uganda High Commission in Canada, Ottawa	...	...	1,754,980
204.	The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses of the Uganda High Commission in India, New Delhi	...	...	1,235,490
205.	The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses of the Uganda Embassy in Egypt, Cairo	...	...	806,546
206.	The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses of the Uganda High Commission in Kenya, Nairobi	...	...	1,241,740
207.	The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses of the Uganda High Commission in Tanzania, Dar-es-Salaam	...	...	787,548

## SCHEDULE—continued

COLUMN 1			COLUMN 2
<i>Vote No.</i>			<i>Supply</i>
			<i>Shs. '000</i>
208.	The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses of the Uganda High Commission in Nigeria, Abuja	... ...	727,196
209.	The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses of the Uganda High Commission in South Africa, Pretoria	... ...	1,185,766
210.	The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses of the Uganda Embassy in United States of America, Washington	...	1,670,895
211.	The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses of the Uganda Embassy in Ethiopia, Addis Ababa	... ...	1,326,953
212.	The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses of the Uganda Embassy in China, Beijing	... ...	1,549,774
213.	The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses of the Uganda Embassy in Rwanda, Kigali	... ...	1,240,288
214.	The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses of the Uganda Embassy in Switzerland, Geneva	... ...	2,417,270
215.	The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses of the Uganda Embassy in Japan, Tokyo	... ...	1,864,984
216.	The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses of the Uganda Embassy in Libya, Tripoli	... ...	1,118,000
217.	The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses of the Uganda Embassy in Saudi Arabia, Riyadh	... ...	1,004,994
218.	The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses of the Uganda Embassy in Denmark, Copenhagen	... ...	1,908,270
219.	The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses of the Uganda Embassy in Belgium, Brussels...	... ...	2,066,840

## SCHEDULE—continued

COLUMN 1				COLUMN 2
<i>Vote No.</i>				<i>Supply</i>
				<i>Shs. '000</i>
220.	The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses of the Uganda Embassy in Italy, Rome ... ..			1,633,716
221.	The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses of the Uganda Embassy in DRC, Kinshasa ... ..			983,198
223.	The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses of the Uganda Embassy in Sudan, Khartoum... ..			957,845
224.	The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses of the Uganda Embassy in France, Paris ... ..			2,192,222
225.	The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses of the Uganda Embassy in Germany, Berlin ... ..			1,417,502
226.	The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses of the Uganda Embassy in Iran, Teheran ... ..			807,509
227.	The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses of the Uganda Embassy in Russia, Moscow ... ..			1,273,304
228.	The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses of the Uganda Embassy in Australia, Canberra... ..			1,039,166
229.	The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses of the Uganda Embassy in Southern Sudan, Juba ... ..			864,362
230.	The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses of the Uganda Embassy in Abu Dhabi ... ..			887,080
231.	The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses of the Uganda Embassy in Bujumbura ... ..			470,000
501.	The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses for Delegated Services, Unconditional, Conditional and Equalisation Grants under Adjumani District ... ..			7,483,123

## SCHEDULE—continued

COLUMN 1	COLUMN 2
<i>Vote No.</i>	<i>Supply</i>
	<i>Shs. '000</i>
502. The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses for Delegated Services, Unconditional, Conditional and Equalisation Grants under Apac District ... ..	17,302,926
503. The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses for Delegated Services, Unconditional, Conditional and Equalisation Grants, under Arua District ... ..	17,807,201
504. The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses for Delegated Services, Unconditional, Conditional and Equalisation Grants under Bugiri District ... ..	14,244,353
505. The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses for Delegated Services, Unconditional, Conditional and Equalisation Grants under Bundibugyo District ... ..	9,144,829
506. The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses for Delegated Services, Unconditional, Conditional and Equalisation Grants under Bushenyi District ... ..	30,782,035
507. The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses for Delegated Services, Unconditional and Conditional Grants under Busia District ... ..	10,635,102
508. The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses for Delegated Services, Unconditional, Conditional and Equalisation Grants under Gulu District ... ..	11,103,406
509. The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses for Delegated Services, Unconditional, Conditional and Equalisation Grants under Hoima District ... ..	12,368,956
510. The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses for Delegated Services, Unconditional and Conditional Grants under Iganga District ... ..	21,573,396
511. The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses for Delegated Services, Unconditional, Conditional and Equalisation Grants under Jinja District ... ..	14,563,882

## SCHEDULE—continued

COLUMN 1					COLUMN 2
<i>Vote No.</i>					<i>Supply</i>
					<i>Shs. '000</i>
512.	The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses for Delegated Services, Unconditional and Conditional Grants under Kabale District ... ..				19,283,252
513.	The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses for Delegated Services, Unconditional, Conditional and Equalisation Grants under Kabarole District ... ..				11,217,346
514.	The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses for Delegated Services, Unconditional and Conditional Transfers under Kaberamaido District ... ..				6,275,577
515.	The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses for Delegated Services, Unconditional, Conditional and Equalisation Grants under Kalangala District ... ..				2,861,186
516.	The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses for Delegated Services, Unconditional and Conditional Grants under Kampala District ... ..				30,107,391
517.	The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses for Delegated Services, Unconditional, Conditional and Equalisation Grants under Kamuli District ... ..				17,642,212
518.	The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses for Delegated Services, Unconditional and Conditional Transfers under Kamwenge District ... ..				8,686,145
519.	The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses for Delegated Services, Unconditional and Conditional Transfers under Kanungu District ... ..				9,340,440
520.	The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses for Delegated Services, Unconditional and Conditional Grants under Kapchorwa District ... ..				8,709,731

## SCHEDULE—continued

COLUMN 1	COLUMN 2
<i>Vote No.</i>	<i>Supply</i>
	<i>Shs. '000</i>
521. The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses for Delegated Services, Unconditional and Conditional Grants under Kasese District ... ..	22,164,369
522. The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses for Delegated Services, Unconditional, Conditional and Equalisation Grants under Katakwi District ... ..	6,097,689
523. The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses for Delegated Services, Unconditional and Conditional Transfers under Kayunga District ... ..	11,683,850
524. The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses for Delegated Services, Unconditional, Conditional and Equalisation Grants under Kibale District ... ..	13,208,684
525. The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses for Delegated Services, Unconditional, Conditional and Equalisation Grants under Kiboga District ... ..	8,960,187
526. The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses for Delegated Services, Unconditional and Conditional Grants under Kisoro District ... ..	10,224,472
527. The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses for Delegated Services, Unconditional and Conditional Grants under Kitgum District ... ..	14,696,523
528. The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses for Delegated Services, Unconditional, Conditional and Equalisation Grants under Kotido District ... ..	3,824,810
529. The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses for Delegated Services, Unconditional, Conditional and Equalisation Grants under Kumi District ... ..	12,998,726

## SCHEDULE—continued

COLUMN 1	COLUMN 2
<i>Vote No.</i>	<i>Supply</i>
	<i>Shs. '000</i>
530. The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses for Delegated Services, Unconditional and Conditional Transfers under Kyenjojo District ... ..	12,188,643
531. The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses for Delegated Services, Unconditional, Conditional and Equalisation Grants under Lira District ... ..	19,483,360
532. The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses for Delegated Services, Unconditional and Conditional Grants under Luwero District ... ..	16,316,755
533. The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses for Delegated Services, Unconditional and Conditional Grants under Masaka District ... ..	23,334,167
534. The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses for Delegated Services, Unconditional, Conditional and Equalisation Grants under Masindi District ... ..	15,737,693
535. The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses for Delegated Services, Unconditional and Conditional Transfers under Mayuge District ... ..	10,022,258
536. The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses for Delegated Services, Unconditional, Conditional and Equalisation Grants under Mbale District ... ..	11,794,296
537. The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses for Delegated Services, Unconditional, Conditional and Equalisation Grants under Mbarara District ... ..	14,801,982
538. The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses for Delegated Services, Unconditional, Conditional and Equalisation Grants under Moroto District ... ..	5,386,592

## SCHEDULE—continued

COLUMN 1	COLUMN 2
<i>Vote No.</i>	<i>Supply</i>
	<i>Shs. '000</i>
539. The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses for Delegated Services, Unconditional and Conditional Grants under Moyo District ... ..	7,810,260
540. The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses for Delegated Services, Unconditional and Conditional Grants under Mpigi District ... ..	17,540,133
541. The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses for Delegated Services, Unconditional and Conditional Transfers under Mubende District ... ..	12,473,297
542. The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses for Delegated Services, Unconditional, Conditional and Equalisation Grants under Mukono District ... ..	29,835,592
543. The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses for Delegated Services, Unconditional and Conditional Transfers under Nakapiripirit District ... ..	7,265,497
544. The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses for Delegated Services, Unconditional, Conditional and Equalisation Grants under Nakasongola District ... ..	6,282,468
545. The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses for Delegated Services, Unconditional, Conditional and Equalisation Grants under Nebbi District ... ..	16,359,339
546. The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses for Delegated Services, Unconditional, Conditional and Equalisation Grants under Ntungamo District ... ..	16,075,727
547. The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses for Delegated Services, Unconditional and Conditional Transfers under Pader District ... ..	12,663,930



## SCHEDULE—continued

COLUMN 1	COLUMN 2
<i>Vote No.</i>	<i>Supply</i>
	<i>Shs. '000</i>
548. The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses for Delegated Services, Unconditional, Conditional and Equalisation Grants under Pallisa District ... ..	14,849,022
549. The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses for Delegated Services, Unconditional, Conditional and Equalisation Grants under Rakai District ... ..	18,515,507
550. The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses for Delegated Services, Unconditional and Conditional Grants under Rukungiri District ... ..	13,981,790
551. The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses for Delegated Services, Unconditional, Conditional and Equalisation Grants under Sembabule District ... ..	8,612,824
552. The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses for Delegated Services, Unconditional and Conditional Transfers under Sironko District ... ..	11,818,622
553. The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses for Delegated Services, Unconditional, Conditional and Equalisation Grants under Soroti District ... ..	12,641,077
554. The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses for Delegated Services, Unconditional, Conditional and Equalisation Grants under Tororo District ... ..	15,836,222
555. The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses for Delegated Services, Unconditional and Conditional Transfers under Wakiso District ... ..	23,912,800
556. The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses for Delegated Services, Unconditional and Conditional Transfers under Yumbe District ... ..	10,220,210

## SCHEDULE—continued

COLUMN 1	COLUMN 2
<i>Vote No.</i>	<i>Supply</i>
	<i>Shs. '000</i>
557. The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses for Delegated Services, Unconditional and Conditional Transfers under Butaleja District ... ..	7,636,175
558. The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses for Delegated Services, Unconditional and Conditional Transfers under Ibanda District ... ..	8,999,403
559. The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses for Delegated Services, Unconditional and Conditional Transfers under Kaabong District ... ..	7,105,977
560. The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses for Delegated Services, Unconditional and Conditional Transfers under Isingiro District ... ..	10,421,217
561. The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses for Delegated Services, Unconditional and Conditional Transfers under Kaliro District ... ..	6,086,288
562. The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses for Delegated Services, Unconditional and Conditional Transfers under Kiruhura District ... ..	8,172,283
563. The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses for Delegated Services, Unconditional and Conditional Transfers under Koboko District ... ..	5,754,406
564. The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses for Delegated Services, Unconditional and Conditional Transfers under Amolatar District ... ..	5,615,863
565. The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses for Delegated Services, Unconditional and Conditional Transfers under Amuria District ... ..	7,962,243

## SCHEDULE—continued

COLUMN 1					COLUMN 2
<i>Vote No.</i>					<i>Supply</i>
					<i>Shs. '000</i>
566.	The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses for Delegated Services, Unconditional and Conditional Transfers under Manafwa District ... ..				11,374,183
567.	The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses for Delegated Services, Unconditional and Conditional Transfers under Bukwo District ... ..				3,834,143
568.	The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses for Delegated Services, Unconditional and Conditional Transfers under Mityana District ... ..				10,361,604
569.	The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses for Delegated Services, Unconditional and Conditional Transfers under Nakaseke District ... ..				7,863,454
570.	The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses for Delegated Services, Unconditional and Conditional Transfers under Amuru District ... ..				7,567,441
571.	The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses for Delegated Services, Unconditional and Conditional Transfers under Budaka District ... ..				5,894,026
572.	The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses for Delegated Services, Unconditional and Conditional Transfers under Oyam District ... ..				10,754,085
573.	The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses for Delegated Services, Unconditional and Conditional Transfers under Abim District ... ..				5,229,225
574.	The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses for Delegated Services, Unconditional and Conditional Transfers under Namutumba District ... ..				6,297,002

## SCHEDULE—continued

COLUMN 1					COLUMN 2
<i>Vote No.</i>					<i>Supply</i>
					<i>Shs. '000</i>
575.	The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses for Delegated Services, Unconditional and Conditional Transfers under Dokolo District ... ..				6,471,392
576.	The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses for Delegated Services, Unconditional and Conditional Transfers under Buliisa District ... ..				3,332,490
577.	The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses for Delegated Services, Unconditional and Conditional Transfers under Maracha Terego District ... ..				12,452,383
578.	The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses for Delegated Services, Unconditional and Conditional Transfers under Bukedea District ... ..				5,572,287
579.	The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses for Delegated Services, Unconditional and Conditional Transfers under Bududa District ... ..				6,477,152
580.	The amount required in the year ending on 30th June, 2010, for Recurrent Expenditure on salaries, wages and other expenses for Delegated Services, Unconditional and Conditional Transfers under Lyantonde District ... ..				3,854,846
751.	The amount required in the year ending on 30th June, 2010, for Unconditional and Conditional Grants for Arua Municipal Council				3,441,220
752.	The amount required in the year ending on 30th June, 2010, for Unconditional and Conditional Grants for Entebbe Municipal Council ... ..				3,883,553
753.	The amount required in the year ending on 30th June, 2010, for Unconditional, Conditional and Equalisation Grants for Fort Portal Municipal Council ... ..				3,349,756
754.	The amount required in the year ending on 30th June, 2010, for Unconditional, Conditional and Equalisation Grants for Gulu Municipal Council ... ..				6,234,613

## SCHEDULE—continued

COLUMN 1					COLUMN 2
Vote No.					Supply
					Shs. '000
755.	The amount required in the year ending on 30th June, 2010, for Unconditional and Conditional Grants for Jinja Municipal Council ...				4,982,360
757.	The amount required in the year ending on 30th June, 2010, for Unconditional and Conditional Grants for Kabale Municipal Council... ...				4,097,625
758.	The amount required in the year ending on 30th June, 2010, for Unconditional, Conditional and Equalisation Grants for Lira Municipal Council ... ...				3,742,272
759.	The amount required in the year ending on 30th June, 2010, for Unconditional and Conditional Grants for Masaka Municipal Council ... ...				3,287,990
760.	The amount required in the year ending on 30th June, 2010, for Unconditional and Conditional Grants for Mbale Municipal Council... ...				5,252,240
761.	The amount required in the year ending on 30th June, 2010, for Unconditional and Conditional Grants for Mbarara Municipal Council... ...				4,953,551
762.	The amount required in the year ending on 30th June, 2010, for Unconditional and Conditional Grants for Moroto Municipal Council... ...				1,972,467
763.	The amount required in the year ending on 30th June, 2010, for Unconditional, Conditional and Equalisation Grants for Soroti Municipal Council ... ...				3,638,006
764.	The amount required in the year ending on 30th June, 2010, for Unconditional, Conditional and Equalisation Grants for Tororo Municipal Council ... ...				3,591,842
DEVELOPMENT EXPENDITURE					
001	Presidents Office				14,657,471
002	State House				16,874,580
003	Office of the Prime Minister				124,094,809
004	Defence				31,367,880
005	Public Service				32,591,949
006	Foreign Affairs				668,591
007	Justice				40,528,443

008	Finance, Planning & Economic Dev't	241,079,308
009	Internal Affairs	2,761,729
010	Agriculture, Animal Industry & Fisheries	108,385,354
011	Local Government	125,389,950
012	Lands, Housing & Urban Development	5,095,959
013	Education and Sports	175,641,097
014	Health	275,190,910
015	Tourism, Trade and Industry	19,085,686
016	Works and Transport	131,537,152
017	Energy & Mineral Dev't	839,384,855
018	Gender, Labour & Social Dev't	14,957,620
019	Water and Environment	95,767,915
020	Information and Communication Technology	15,660,00
021	East African Community Affairs	280,000
101	Judiciary (Office of Judicature)	3,341,000
102	Electoral Commission	447,177
103	Inspectorate of Government	5,024,602
104	Parliamentary Commission	13,303,122
105	Law Reform Commission	119,292
106	Uganda Human Rights Commission	2,817,760
107	Uganda AIDS Commission	5,367,600
108	National Planning Authority	3,974,650
110	Uganda Industrial Research Institute	8,230,000
111	Busitema University	1,677,520
112	Directorate of Ethics and Integrity	2,853,109
113	Uganda National Road Authority	818,898,736
114	Uganda Cancer Institute	3,100,000
115	Uganda Heart Institute	1,500,000
116	National Medical Stores	66,000
117	Uganda Tourism Board	324,918
131	Office of the Auditor General	3,207,587
132	Education Service Commission	53,060
133	Directorate of Public Prosecutions	407,706
134	Health Service Commission	346,799
136	Makerere University	18,143,764
137	Mbarara University of Science and Technology	4,785,770
138	Makerere University Business School	1,000,000
139	Kyambogo University	222,845
141	Uganda Revenue Authority	7,944,472
142	National Agricultural Research Organization	44,823,700
143	Uganda Bureau of Statistics	6,313,850
144	Uganda Police Force	16,537,710

145	Uganda Prisons Services	4,343,611
146	Public Service Commission	711,790
147	Local Government Finance Commission	171,699
148	Judicial Service Commission	96,799
149	Gulu University	2,408,928
150	National Environment Management Authority	11,797,340
152	National Agricultural Advisory Services	12,104,000
153	Public Procurement and Disposal of Public Assets Authority	3,433,000
154	Uganda National Bureau of Standards	4,397,000
156	Uganda Land Commission	3,680,000
157	National Forestry Authority	1,000,000
159	External Security Organisation	442,000
161	Mulago Hospital	5,120,000
162	Butabika Hospital	44,678,873
163	Arua Hospital	1,481,000
164	Fort Portal Hospital	1,750,000
165	Gulu Hospital	1,750,000
166	Hoima Hospital	1,143,000
167	Jinja Hospital	1,808,000
168	Kabale Hospital	1,800,000
169	Masaka Hospital	1,806,000
170	Mbale Hospital	1,452,000
171	Soroti Hospital	1,350,000
172	Lira Hospital	1,460,000
173	Mbarara Regional Referral Hospital	1,200,000
203	Uganda High Commission in Canada, Ottawa	50,000
205	Uganda High Commission in Egypt, Cairo	60,000
206	Uganda High Commission in Kenya, Nairobi	60,000
208	Uganda High Commission in Nigeria, Abuja	500,000
211	Uganda Embassy in Ethiopia, Addis Ababa	60,000
219	Uganda Embassy in Belgium, Brussels	227,000
224	Uganda Embassy in France, Paris	400,000
227	Uganda Embassy in Russia, Moscow	60,000
229	Uganda Embassy in Southern Sudan, Juba	1,733,000
230	Uganda Embassy in UAE, Adu Dhabi	214,200
231	Uganda Embassy in Burundi, Bujumbura	130,000
501	Adjumani District	3,829,739
502	Apac District	5,680,523
503	Arua District	5,970,631
504	Bugiri District	4,676,563
505	Bundibugyo District	2,431,012
506	Bushenyi District	6,073,668
507	Busia District	3,259,857
508	Gulu District	7,182,635

509	Hoima District	3,189,875
510	Iganga District	5,353,187
511	Jinja District	3,355,776
512	Kabale District	4,047,136
513	Kabarole District	3,222,648
514	Kaberamaido District	2,370,074
515	Kalangala District	1,764,693
516	Kampala District	4,466,351
517	Kamuli District	5,427,713
518	Kamwenge District	3,213,218
519	Kanungu District	2,723,552
520	Kapchworwa District	3,301,132
521	Kasese District	5,369,860
522	Katakwi District	3,502,148
523	Kayunga District	2,723,773
524	Kibale District	4,407,996
525	Kiboga District	3,027,426
526	Kisoro District	2,890,081
527	Kitgum District	7,307,633
528	Kotido District	4,377,427
529	Kumi District	3,884,044
530	Kyenjojo District	3,959,875
531	Lira District	8,286,709
532	Luwero District	3,585,882
533	Masaka District	5,174,142
534	Masindi District	5,266,506
535	Mayuge District	3,176,669
536	Mbale District	4,427,227
537	Mbarara District	3,753,862
538	Moroto District	5,138,601
539	Moyo District	3,962,293
540	Mpigi District	4,330,041
541	Mubende District	4,658,621
542	Mukono District	6,586,903
543	Nakapiripirit District	4,067,275
544	Nakasongola District	2,247,409
545	Nebbi District	7,015,918
546	Ntungamo District	3,311,370
547	Pader District	7,812,026
548	Pallisa District	5,580,191
549	Rakai District	4,392,704
550	Rukungiri District	2,649,904
551	Sembabule District	2,334,006
552	Sironko District	5,164,619



553	Soroti District	5,343,776
554	Tororo District	4,957,467
555	Wakiso District	5,456,973
556	Yumbe District	5,423,895
557	Butaleja District	3,018,409
558	Ibanda District	2,818,455
559	Kaabong District	4,774,832
560	Isingiro District	3,665,914
561	Kaliro District	2,461,330
562	Kiruhura District	3,386,220
563	Koboko District	2,926,883
564	Amolatar District	2,462,525
565	Amuria District	3,426,967
566	Manafwa District	5,170,562
567	Bukwo District	2,089,173
568	Mityana District	2,483,782
569	Nakaseke District	2,325,267
570	Amuru District	5,410,440
571	Budaka District	2,813,019
572	Oyam District	4,654,306
573	Abim District	2,245,567
574	Namutumba District	2,057,482
575	Dokolo District	3,874,244
576	Buliisa District	2,453,587
577	Maracha–Terego District	4,022,127
578	Bukedea District	2,329,011
579	Bududa District	2,786,705
580	Lyantonde District	1,638,610
751	Arua Municipal Council	417,630
752	Entebbe Municipal Council	390,703
753	Fort-Portal Municipal Council	264,912
754	Gulu Municipal Council	880,934
755	Jinja Municipal Council	421,691
757	Kabale Municipal Council	255,180
758	Lira Municipal Council	1,029,092
759	Masaka Municipal Council	300,611
760	Mbale Municipal Council	424,823
761	Mbarara Municipal Council	370,643
762	Moroto Municipal Council	88,780
763	Soroti Municipal Council	587,771
764	Tororo Municipal Council	320,865
<b>TOTAL</b>		<b>6,625,141,545</b>