



THE REPUBLIC OF UGANDA

Registered at the
General Post Office for
transmission within
East Africa as a
Newspaper

The

Uganda Gazette



Published
by
Authority

251

Uganda Development Centre
Reference Library

Vol. CIII No. 32

28th May, 2010

Price: Shs. 1500

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General Notice No. 205 of 2010.

THE LOCAL GOVERNMENTS RATING ACT, 2005 SECTION 12, 13, AND 14

DEPOSIT OF SUPPLEMENTARY VALUATION LIST FOR 2009 FOR MAKINDYE DIVISION RATING AREA K.10 (GGABA)

IN EXERCISE of the power conferred upon the City Council of Kampala by the above mentioned Rating Act the Public is hereby notified that the Supplementary Valuation List for Makindye Rating Zone K.10 has been completed and was accordingly laid before the Council.

The List will be available for inspection at City Council Headquarters and at Makindye Division Offices between the hours of 8.00a.m to 5.00p.m. Monday to Friday for 30 days with effect from the date of publication of this notice.

Any person shall be entitled to inspect the said list and take copies or extract there from.

During these 30 days any aggrieved person shall be entitled to lodge an objection in writing (Forms are available at the above mentioned offices) stating the grounds on which the objection is made.

No person shall be entitled to be heard by the Valuation Court unless he/she has lodged a Notice of objection within the stipulated time, in accordance with section 15 of the Act.

Makindye Division Rating Zone K.10 covers the following:

Parishes

Lukuli	Buziga
Salaama	Ggaba

ISSUED at Kampala this 27th day of January, 2010.

RUTH KIJJAMBU (MRS.),
Ag. Town Clerk.

General Notice No. 206 of 2010.

LOCAL GOVERNMENTS RATING ACT, 2005 SECTION 12, 13, AND 14

DEPOSIT OF SUPPLEMENTARY VALUATION LIST FOR 2009 FOR NAKAWA DIVISION RATING AREA K.7 (PORT BELL)

IN EXERCISE of the power conferred upon the City Council of Kampala by the above mentioned Rating Act the Public is hereby notified that the Supplementary Valuation List for Nakawa Rating Zone K.7 (Port Bell) has been completed and was accordingly laid before the Council.

The List will be available for inspection at City Council Headquarters and at Nakawa Division Offices between the hours of 8.00a.m to 5.00p.m. Monday to Friday for 30 days with effect from the date of publication of this notice.

Any person shall be entitled to inspect the said list and take copies or extract there from.

During these 30 days any aggrieved person shall be entitled to lodge an objection in writing (Forms are available at the above mentioned offices) stating the grounds on which the objection is made.

No person shall be entitled to be heard by the Valuation Court unless he/she has lodged a Notice of objection within the stipulated time, in accordance with section 15 of the Act.

Nakawa Division Rating Zone K.7 covers the following:

Parishes

Luzira
Butabika

ISSUED at Kampala this 27th day of January, 2010.

RUTH KIJJAMBU (MRS.),
Ag. Town Clerk.

General Notice No. 207 of 2010.

THE LOCAL GOVERNMENTS RATING ACT, 2005 SECTION 12, 13, AND 14

DEPOSIT OF SUPPLEMENT VALUATION RATING LIST FOR 2009 FOR KAWEMPE DIVISION RATING AREA K. 11 (MENGO NORTH)

IN EXERCISE of the power conferred upon the City Council of Kampala by the above mentioned Rating Act the Public is hereby notified that the Supplementary Valuation List for Kawempe Rating Zone K. 11 has been completed.

The List will be available for inspection at City Council Headquarters and at Kawempe Division Offices between the hours of 8.00a.m to 5.00p.m. Monday to Friday for 30 days with effect from the date of publication of this notice.

Any person shall be entitled to inspect the said list and take copies or extract there from.

During these 30 days any aggrieved person shall be entitled to lodge an objection in writing (Forms are available at the above mentioned offices) stating the grounds on which the objection is made.

No person shall be entitled to be heard by the Valuation Court unless he/she has lodged a Notice of objection within the stipulated time, in accordance with section 15 of the Act.

Kawempe Division Rating Zone K.II (Mengo North) covers the following:

Parishes

Makerere I
Makerere II
Makerere III
Mulago I
Mulago II
Mulago III
Wandegeya
Makerere University

ISSUED at Kampala this 1st day of March, 2010.

RUTH KIJJAMBU (MRS.),
Ag. Town Clerk.

General Notice No. 208 of 2010.

THE LOCAL GOVERNMENTS RATING ACT, 2005
SECTION 12, 13, AND 14

DEPOSIT OF SUPPLEMENTARY VALUATION
RATING LIST FOR 2009 FOR RUBAGA DIVISION
RATING ZONE K.12 (MENGO CENTRAL)

IN EXERCISE of the power conferred upon the City Council of Kampala by the above mentioned Rating Act the Public is hereby notified that the Supplementary Valuation Rating List for Rubaga Rating Zone K.12 has been completed.

The List will be available for inspection at City Council Headquarters and at Rubaga Division Offices between the hours of 8.00a.m to 5.00p.m. Monday to Friday for 30 days with effect from the date of publication of this notice.

Any person shall be entitled to inspect the said list and take copies or extract there from.

During these 30 days any aggrieved person shall be entitled to lodge an objection in writing (Forms are available at the above mentioned offices) stating the grounds on which the objection is made.

No person shall be entitled to be heard by the Valuation Court unless he/she has lodged a Notice of objection within the stipulated time, in accordance with section 15 of the Act.

Rubaga Division Rating Zone K.12 (Mengo Central) covers the following:

Parishes

Rubaga
Namirembe - Bakuli
Ndeeba

ISSUED at Kampala this 1st day of March, 2010.

RUTH KIJJAMBU (MRS.),
Ag. Town Clerk.

General Notice No. 209 of 2010.

THE LOCAL GOVERNMENTS RATING ACT, 2005
SECTION 12, 13, AND 14

DEPOSIT OF SUPPLEMENTARY VALUATION
RATING LIST FOR 2009 FOR MAKINDYE DIVISION
RATING ZONE K.8 (MUYENGA)

IN EXERCISE of the power conferred upon the City Council of Kampala by the above mentioned Rating Act the Public is hereby notified that the Supplementary Valuation List for Makindye Rating Zone K.8 (Muyenga) has been completed.

The List will be available for inspection at City Council Headquarters and at Makindye Division Offices between the hours of 8.00a.m to 5.00p.m. Monday to Friday for 30 days with effect from the date of publication of this notice.

Any person shall be entitled to inspect the said list and take copies or extract there from.

During these 30 days any aggrieved person shall be entitled to lodge an objection in writing (Forms are available at the above mentioned offices) stating the grounds on which the objection is made.

No person shall be entitled to be heard by the Valuation Court unless he/she has lodged a Notice of objection within the stipulated time, in accordance with section 15 of the Act.

Makindye Division Rating Zone K.8 covers the following:

Parishes

Bukasa
Kabalagala
Kansanga
Kibuli
Kisugu
Wabigalo

ISSUED at Kampala this 1st day of March, 2010.

RUTH KIJJAMBU (MRS.),
Ag. Town Clerk.

General Notice No. 210 of 2010.

THE LOCAL GOVERNMENTS RATING ACT, 2005
SECTION 12, 13, AND 14

DEPOSIT OF SUPPLEMENTARY VALUATION
RATING LIST FOR 2009 FOR NAKAWA DIVISION
RATING ZONE K.5 (NAKAWA)

IN EXERCISE of the power conferred upon the City Council of Kampala by the above mentioned Rating Act the Public is hereby notified that the Supplementary Valuation List for Nakawa Rating Zone K.5 (Nakawa) has been completed.

The List will be available for inspection at City Council Headquarters and at Nakawa Division Offices between the hours of 8.00a.m to 5.00p.m. Monday to Friday for 30 days with effect from the date of publication of this notice.

Any person shall be entitled to inspect the said list and take copies or extract there from.

During these 30 days any aggrieved person shall be entitled to lodge an objection in writing (Forms are available at the above mentioned offices) stating the grounds on which the objection is made.

No person shall be entitled to be heard by the Valuation Court unless he/she has lodged a Notice of objection within the stipulated time, in accordance with section 15 of the Act.

Nakawa Division Rating Zone K.5 covers the following:

Parishes

Ntinda
Banda
Kyambogo
Naguru
Kiswa

ISSUED at Kampala this 1st day of March, 2010.

RUTH KIJJAMBU (MRS.),
Ag. Town Clerk.

General Notice No. 211 of 2010.

THE LOCAL GOVERNMENTS RATING ACT, 2005
SECTION 12, 13, AND 14

DEPOSIT OF SUPPLEMENTARY VALUATION LIST
FOR 2009 FOR MAKINDYE DIVISION RATING AREA
K.9 (MAKINDYE)

IN EXERCISE of the power conferred upon the City Council of Kampala by the above mentioned Rating Act the Public is hereby notified that the Supplementary Valuation List for Makindye Rating Zone K.9 (Makindye) has been completed and was accordingly laid before the Council.

The List will be available for inspection at City Council Headquarters and at Makindye Division Offices between the hours of 8.00a.m to 5.00p.m. Monday to Friday for 30 days with effect from the date of publication of this notice.

Any person shall be entitled to inspect the said list and take copies or extract there from.

During these 30 days any aggrieved person shall be entitled to lodge an objection in writing (Forms are available at the above mentioned offices) stating the grounds on which the objection is made.

No person shall be entitled to be heard by the Valuation Court unless he/she has lodged a Notice of objection within the stipulated time, in accordance with section 15 of the Act.

Makindye Division Rating Zone K.9 covers the following:

Parishes

Luwafu
Katwe I
Katwe II
Makindye II
Kibuye I
Kibuye II
Makindye I
Lukuli
Salaama

ISSUED at Kampala this 27th day of January, 2010.

RUTH KIJJAMBU (MRS.),
Ag. Town Clerk.

General Notice No. 212 of 2010.

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 Kabira Aisha who is stated to be a holder of a Bachelor of Laws of Makerere University having been awarded a Degree on the 12th day of October, 2001 and to have been awarded a Diploma in Legal Practice by the Law Development Centre on the 11th day of April, 2003 for the issue of a Certificate of Eligibility for entry of her name on the Roll of Advocates for Uganda.

Kampala,
18th May, 2010.

STELLA NYANDRIA,
for Secretary, Law Council.

General Notice No. 213 of 2010.

THE COMPANIES ACT, LAWS OF UGANDA, 2000.

(Cap. 110).

NOTICE.

PURSUANT to section 343(6) of the Companies Act, notice is hereby given that undermentioned Company's name has been struck off the Register:-

DODSAL RESOURCES & MINING MUBENDE
(UGANDA) PVT. LIMITED

DATED at Kampala this 11th day of May, 2010.

MAUDAH ATUZARIRWE,
Assistant Registrar of Companies.

General Notice No. 214 of 2010.

THE COMPANIES ACT, LAWS OF UGANDA, 2000.

(Cap. 110).

NOTICE.

PURSUANT to section 19(4) of the Companies Act, notice is hereby given that Yamaha Money Transfer Systems (U) Ltd has by special Resolution passed and with the approval of the Registrar of Companies changed in name to Pacific Money Transfer Services (U) Ltd and that such new name has been entered in my Register.

DATED at Kampala this 25th day of May, 2010.

JULIET NASSUNA,
Assistant Registrar of Companies.

General Notice No. 215 of 2010.

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, Amamu House, Plot No. 5B George Street, P.O. Box 6848, Kampala.

(21) APPLICATION NO. 2010/40469 IN PART "A".

(52) Class 9.
(54)



(53) *Disclaimer*— Registration of this Trademark shall give no right to the exclusive use of the Letters 'HP' except as represented.

(59)
(64) *Association*— To be associated with T. M. Nos 18066 and 18070.

(57) *Nature of goods*— Scientific, nautical, surveying, photographic, cinematographic, optical, weighing, measuring, signalling, 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*— Hewlett-Packard Development Company, L.P.

(77) *Address*— 11445 Compaq Center Drive West, Houston, Texas 77070, U.S.A.

(74) *C/o. M/s. Masembe, Makubuya, Adriko, Karugaba & Ssekatawa (MMAKS) Advocates, 3rd Floor Diamond Trust Building, P.O. Box 7166, Kampala.*

(22) *Date of filing application*— 3rd March, 2010.

(21) APPLICATION NO. 2010/40738 IN PART "A".

(52) Class 24.
(54)



(53)

(59)

(64)

(57) *Nature of goods*— Textiles and textile goods, not included in other classes; bed and table covers.

(73) *Name of applicant*— Lydia Home Textiles (U) Ltd.

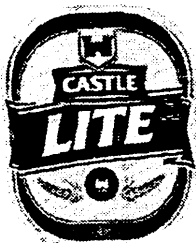
(77) *Address*— P.O. Box 23664, Kampala, Uganda.

(74)

(22) *Date of filing application*— 17th May, 2010.

(21) APPLICATION NO. 2010/40707 IN PART "A".

(52) Class 32.
(54)



(53)

(59)

(64)

(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*— Sabmiller International B.V.

(77) *Address*— Schouwburgplein 30-34, 3012 Cl, Rotterdam, Netherlands.

(74) *C/o. M/s. Masembe, Makubuya, Adriko, Karugaba & Ssekatawa (MMAKS) Advocates, 3rd Floor Diamond Trust Building, P.O. Box 7166, Kampala.*

(22) *Date of filing application*— 10th May, 2010.

(21) APPLICATION NO. 2010/40732 IN PART "A".

(52) Class 16.
(54)



(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 materials (except apparatus); plastic materials for packaging (not included in other classes); printers' type; printing blocks.

(73) *Name of applicant*— Global Paper Products Ltd.

(77) *Address*— P.O. Box 3764, Kampala, Uganda.

(74)

(22) *Date of filing application*— 12th May, 2010.

(21) APPLICATION NO. 2010/40746 IN PART "A".

(52) Class 1.
(54)



(53) *Disclaimer*— Registration of this Trademark shall give no right to the exclusive use of the words 'Your Partner in Growth' except as represented.

(59)

(64)

(57) *Nature of goods*— Chemicals used in industry, science and photography, as well as in agriculture, horticulture and forestry; unprocessed artificial resins, unprocessed plastics; manures; fire extinguishing compositions; tempering and soldering preparations; chemical substances for preserving foodstuffs; tanning substances; adhesives used in industry.

(73) *Name of applicant*— Kifaru Chemicals Ltd.

(77) *Address*— P.O. Box 277, Kampala, Uganda.

(74)

(22) *Date of filing application*— 18th May, 2010.

- (21) APPLICATION NO. 2010/40706 IN PART "A".
 (52) Class 12.
 (54)

MALAS

- (53)
 (59)
 (64)
 (57) *Nature of goods*— Vehicles; apparatus for locomotion by land, air or water.
 (73) *Name of applicant*— Malas Holdings (Proprietary) Limited.
 (77) *Address*— 37 Visagie Street, corner Potgieter Street, Pretoria, Gauteng, South Africa
 (74) *C/o. M/s. Masembe, Makubuya, Adriko, Karugaba & Ssekatawa (MMAKS) Advocates, 3rd Floor Diamond Trust Building, P.O. Box 7166, Kampala.*
 (22) *Date of filing application*— 10th May, 2010.

- (21) APPLICATION NO. 31754 IN PART "A".
 (52) Class 32.
 (54)

Hot Springs

- (53)
 (59)
 (64)
 (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*— Apollo Nelson Makubuya.
 (77) *Address*— C/o. P.O. Box 7166, Kampala.
 (74) *C/o. M/s. Masembe, Makubuya, Adriko, Karugaba & Ssekatawa (MMAKS) Advocates, 3rd Floor Diamond Trust Building, P.O. Box 7166, Kampala.*
 (22) *Date of filing application*— 18th November, 2008.

- (21) APPLICATION NO. 2010/40408 IN PART "A".
 (52) Class 16.
 (54)



- (53) *Disclaimer*— Registration of this Trademark shall give no right to the exclusive use of the Letters 'SBG' except as represented.
 (59)
 (64) *Association*— To be associated with T.M. Nos. 31966 and 40050.
 (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 materials (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, Sudafrica.
 (74) *C/o. Sipi Law Associates., P.O. Box 4180, Kampala.*
 (22) *Date of filing application*— 1st March, 2010.

- (21) APPLICATION NO. 2010/40751 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*— Cream of Uganda Ltd.
 (77) *Address*— P.O. Box 16252, Kampala, Uganda.
 (74)
 (22) *Date of filing application*— 20th May, 2010.

- (21) APPLICATION NO. 2010/40754 IN PART "A".
 (52) Class 11.
 (54)



- (53)
 (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*— International Lifeline Fund.
 (77) *Address*— P.O. Box 70, Lira, Uganda.
 (74)
 (22) *Date of filing application*— 20th May, 2010.

- (21) APPLICATION NO. 2010/40731 IN PART "A".
 (52) Class 1.
 (54)



- (53)
 (59)
 (64)
 (57) *Nature of goods*— Chemicals used in industry, science and photography, as well as in agriculture, horticulture and forestry; unprocessed artificial resins, unprocessed plastics; manures; fire extinguishing compositions; tempering and soldering preparations; chemical substances for preserving foodstuffs; tanning substances; adhesive used in industry.

- (73) *Name of applicant*— Desro (U) Limited.
 (77) *Address*— P.O. Box 22615, Kampala.
 (74) *C/o.* Robert Nakabaale Advocate, P.O. Box 24544, Kampala.
 (22) *Date of filing application*— 11th May, 2010.

- (21) APPLICATION NO. 2010/40781 IN PART "A".
 (52) Class 9.
 (54)



- (53)
 (59)
 (64)
 (57) *Nature of goods*— Scientific, nautical, surveying, photographic, cinematographic, optical, weighing, measuring, signalling, 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*— Doshi Hardware (U) Limited.
 (77) *Address*— P.O. Box 9387, Kampala.
 (74) *C/o.* Robert Nakabaale Advocate, P.O. Box 24544, Kampala.
 (22) *Date of filing application*— 20th May, 2010.

- (21) APPLICATION NO. 2010/40418 IN PART "A".
 (52) Class 1.
 (54)

YAMAHA

- (53)
 (59)
 (64)
 (57) *Nature of goods*— Chemicals used in industry, science and photography, as well as in agriculture, horticulture and forestry; unprocessed artificial resins, unprocessed plastics; manures; fire extinguishing compositions; tempering and soldering preparations; chemical substances for preserving foodstuffs; tanning substances; adhesive used in industry.
 (73) *Name of applicant*— Yamaha Corporation.
 (77) *Address*— 10-1, Nakazawa-cho, Naka-ku, Hamamatsu-shi, Shizuoka, Japan.
 (74) *C/o.* Muganwa, Nanteza & Co. Advocates, P.O. Box 8543, Kampala.
 (22) *Date of filing application*— 3rd March, 2010.

- (21) APPLICATION NO. 2010/40419 IN PART "A".
 (52) Class 2.
 (54)

YAMAHA

- (53)
 (59)
 (64)
 (57) *Nature of goods*— Paints, varnishes, lacquers; preservatives against rust and against deterioration of wood; colorants; mordants; raw natural resins; metals in foil and powder form for painters, decorators, printers and artists.

- (73) *Name of applicant*— Yamaha Corporation.
 (77) *Address*— 10-1, Nakazawa-cho, Naka-ku, Hamamatsu-shi, Shizuoka, Japan.
 (74) *C/o.* Muganwa, Nanteza & Co. Advocates, P.O. Box 8543, Kampala.
 (22) *Date of filing application*— 3rd March, 2010.

- (21) APPLICATION NO. 2010/40420 IN PART "A".
 (52) Class 3.
 (54)

YAMAHA

- (53)
 (59)
 (64)
 (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*— Yamaha Corporation.
 (77) *Address*— 10-1, Nakazawa-cho, Naka-ku, Hamamatsu-shi, Shizuoka, Japan.
 (74) *C/o.* Muganwa, Nanteza & Co. Advocates, P.O. Box 8543, Kampala.
 (22) *Date of filing application*— 3rd March, 2010.

- (21) APPLICATION NO. 2010/40421 IN PART "A".
 (52) Class 5.
 (54)

YAMAHA

- (53)
 (59)
 (64)
 (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*— Yamaha Corporation.
 (77) *Address*— 10-1, Nakazawa-cho, Naka-ku, Hamamatsu-shi, Shizuoka, Japan.
 (74) *C/o.* Muganwa, Nanteza & Co. Advocates, P.O. Box 8543, Kampala.
 (22) *Date of filing application*— 3rd March, 2010.

- (21) APPLICATION No. 2010/40422 IN PART "A".
 (52) Class 6.
 (54)

YAMAHA

- (53)
 (59)
 (64)

(57) *Nature of goods*— Common metals and their alloys; metal building materials; transportable buildings of metal; materials of metal for railway tracks; non-electric cables and wires of common metal; ironmongery, small items of metal hardware; pipes and tubes of metal; safes; goods of common metal not included in other classes; ores.

(73) *Name of applicant*— Yamaha Corporation.

(77) *Address*— 10-1, Nakazawa-cho, Naka-ku, Hamamatsu-shi, Shizuoka, Japan.

(74) *C/o. Muganwa, Nanteza & Co. Advocates, P.O. Box 8543, Kampala.*

(22) *Date of filing application*— 3rd March, 2010.

- (21) APPLICATION No. 2010/40424 IN PART "A".
 (52) Class 10.
 (54)

YAMAHA

- (53)
 (59)
 (64)

(57) *Nature of goods*— Surgical, medical, dental and veterinary apparatus and instruments, artificial limbs, eyes and teeth; orthopedic articles; suture materials.

(73) *Name of applicant*— Yamaha Corporation.

(77) *Address*— 10-1, Nakazawa-cho, Naka-ku, Hamamatsu-shi, Shizuoka, Japan.

(74) *C/o. Muganwa, Nanteza & Co. Advocates, P.O. Box 8543, Kampala.*

(22) *Date of filing application*— 3rd March, 2010.

- (21) APPLICATION No. 2010/40425 IN PART "A".
 (52) Class 11.
 (54)

YAMAHA

- (53)
 (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*— Yamaha Corporation.

(77) *Address*— 10-1, Nakazawa-cho, Naka-ku, Hamamatsu-shi, Shizuoka, Japan.

(74) *C/o. Muganwa, Nanteza & Co. Advocates, P.O. Box 8543, Kampala.*

(22) *Date of filing application*— 3rd March, 2010.

- (21) APPLICATION No. 2010/40428 IN PART "A".
 (52) Class 17.
 (54)

YAMAHA

- (53)
 (59)
 (64)

(57) *Nature of goods*— Rubber, gutta-percha, gum, asbestos, mica and goods made from these materials and not included in other classes; plastics in extruded form for use in manufacture; packing, stopping and insulating materials; flexible pipes, not of metal.

(73) *Name of applicant*— Yamaha Corporation.

(77) *Address*— 10-1, Nakazawa-cho, Naka-ku, Hamamatsu-shi, Shizuoka, Japan.

(74) *C/o. Muganwa, Nanteza & Co. Advocates, P.O. Box 8543, Kampala.*

(22) *Date of filing application*— 3rd March, 2010.

- (21) APPLICATION No. 2010/40429 IN PART "A".
 (52) Class 19.
 (54)

YAMAHA

- (53)
 (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*— Yamaha Corporation.

(77) *Address*— 10-1, Nakazawa-cho, Naka-ku, Hamamatsu-shi, Shizuoka, Japan.

(74) *C/o. Muganwa, Nanteza & Co. Advocates, P.O. Box 8543, Kampala.*

(22) *Date of filing application*— 3rd March, 2010.

- (21) APPLICATION No. 2010/40430 IN PART "A".
 (52) Class 20.
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YAMAHA

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(57) *Nature of goods*— Furniture, mirrors, picture frames; goods (not included in other classes) of wood, cork, reed, cane, wicker, horn, bone, ivory, whalebone, shell, amber, mother-of-pearl, meerschaum and substitutes for all these materials, or of plastics.

(73) *Name of applicant*— Yamaha Corporation.

(77) *Address*— 10-1, Nakazawa-cho, Naka-ku, Hamamatsu-shi, Shizuoka, Japan.

(74) *C/o. Muganwa, Nanteza & Co. Advocates, P.O. Box 8543, Kampala.*

(22) *Date of filing application*— 3rd March, 2010.

- (21) APPLICATION NO. 2010/40431 IN PART "A".
 (52) Class 21.
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YAMAHA

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- (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*— Yamaha Corporation.
- (77) *Address*— 10-1, Nakazawa-cho, Naka-ku, Hamamatsu-shi, Shizuoka, Japan.
- (74) C/o. Muganwa, Nanteza & Co. Advocates, P.O. Box 8543, Kampala.
- (22) *Date of filing application*— 3rd March, 2010.

- (21) APPLICATION NO. 2010/40432 IN PART "A".
 (52) Class 22.
 (54)

YAMAHA

- (53)
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- (57) *Nature of goods*— Ropes, string, nets, tents, awnings, tarpaulins, sails, sacks and bags (not included in other classes); padding and stuffing materials (except of rubber or plastics); raw fibrous textile materials.
- (73) *Name of applicant*— Yamaha Corporation.
- (77) *Address*— 10-1, Nakazawa-cho, Naka-ku, Hamamatsu-shi, Shizuoka, Japan.
- (74) C/o. Muganwa, Nanteza & Co. Advocates, P.O. Box 8543, Kampala.
- (22) *Date of filing application*— 3rd March, 2010.

- (21) APPLICATION NO. 2010/40433 IN PART "A".
 (52) Class 23.
 (54)

YAMAHA

- (53)
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- (57) *Nature of goods*— Yarns and threads, for textile use.
- (73) *Name of applicant*— Yamaha Corporation.
- (77) *Address*— 10-1, Nakazawa-cho, Naka-ku, Hamamatsu-shi, Shizuoka, Japan.
- (74) C/o. Muganwa, Nanteza & Co. Advocates, P.O. Box 8543, Kampala.
- (22) *Date of filing application*— 3rd March, 2010.

- (21) APPLICATION NO. 2010/40434 IN PART "A".
 (52) Class 24.
 (54)

YAMAHA

- (53)
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- (57) *Nature of goods*— Textiles and textile goods, not included in other classes; bed and table covers.
- (73) *Name of applicant*— Yamaha Corporation.
- (77) *Address*— 10-1, Nakazawa-cho, Naka-ku, Hamamatsu-shi, Shizuoka, Japan.
- (74) C/o. Muganwa, Nanteza & Co. Advocates, P.O. Box 8543, Kampala.
- (22) *Date of filing application*— 3rd March, 2010.

- (21) APPLICATION NO. 2010/40435 IN PART "A".
 (52) Class 26.
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YAMAHA

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- (57) *Nature of goods*— Lace and embroidery, ribbons and braid; buttons, hooks and eyes, pins and needles; artificial flowers.
- (73) *Name of applicant*— Yamaha Corporation.
- (77) *Address*— 10-1, Nakazawa-cho, Naka-ku, Hamamatsu-shi, Shizuoka, Japan.
- (74) C/o. Muganwa, Nanteza & Co. Advocates, P.O. Box 8543, Kampala.
- (22) *Date of filing application*— 3rd March, 2010.

- (21) APPLICATION NO. 2010/40436 IN PART "A".
 (52) Class 27.
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YAMAHA

- (53)
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- (57) *Nature of goods*— Carpets, rugs, mats and matting, linoleum and other materials for covering existing floors; wall hangings (non-textile).
- (73) *Name of applicant*— Yamaha Corporation.
- (77) *Address*— 10-1, Nakazawa-cho, Naka-ku, Hamamatsu-shi, Shizuoka, Japan.
- (74) C/o. Muganwa, Nanteza & Co. Advocates, P.O. Box 8543, Kampala.
- (22) *Date of filing application*— 3rd March, 2010.

- (21) APPLICATION No. 2010/40437 IN PART "A".
 (52) Class 29.
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YAMAHA

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 (57) *Nature of goods*— Meat, fish, poultry and game; meat extracts; preserved, frozen, dried and cooked fruits and vegetables; jellies, jams, compotes; eggs, milk and milk products; edible oils and fats.
 (73) *Name of applicant*— Yamaha Corporation.
 (77) *Address*— 10-1, Nakazawa-cho, Naka-ku, Hamamatsu-shi, Shizuoka, Japan.
 (74) *C/o. Muganwa, Nanteza & Co. Advocates, P.O. Box 8543, Kampala.*
 (22) *Date of filing application*— 3rd March, 2010.

- (21) APPLICATION No. 2010/40438 IN PART "A".
 (52) Class 30.
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YAMAHA

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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*— Yamaha Corporation.
 (77) *Address*— 10-1, Nakazawa-cho, Naka-ku, Hamamatsu-shi, Shizuoka, Japan.
 (74) *C/o. Muganwa, Nanteza & Co. Advocates, P.O. Box 8543, Kampala.*
 (22) *Date of filing application*— 3rd March, 2010.

- (21) APPLICATION No. 2010/40439 IN PART "A".
 (52) Class 31.
 (54)

YAMAHA

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 (57) *Nature of goods*— Agricultural, horticultural and forestry products and grains not included in other classes; live animals; fresh fruits and vegetables; seeds, natural plants and flowers; foodstuffs for animals; malt.
 (73) *Name of applicant*— Yamaha Corporation.
 (77) *Address*— 10-1, Nakazawa-cho, Naka-ku, Hamamatsu-shi, Shizuoka, Japan.
 (74) *C/o. Muganwa, Nanteza & Co. Advocates, P.O. Box 8543, Kampala.*
 (22) *Date of filing application*— 3rd March, 2010.

- (21) APPLICATION No. 2010/40440 IN PART "A".
 (52) Class 32.
 (54)

YAMAHA

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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*— Yamaha Corporation.
 (77) *Address*— 10-1, Nakazawa-cho, Naka-ku, Hamamatsu-shi, Shizuoka, Japan.
 (74) *C/o. Muganwa, Nanteza & Co. Advocates, P.O. Box 8543, Kampala.*
 (22) *Date of filing application*— 3rd March, 2010.

- (21) APPLICATION No. 2010/40441 IN PART "A".
 (52) Class 33.
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YAMAHA

- (53)
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 (57) *Nature of goods*— Alcoholic beverages (except beers).
 (73) *Name of applicant*— Yamaha Corporation.
 (77) *Address*— 10-1, Nakazawa-cho, Naka-ku, Hamamatsu-shi, Shizuoka, Japan.
 (74) *C/o. Muganwa, Nanteza & Co. Advocates, P.O. Box 8543, Kampala.*
 (22) *Date of filing application*— 3rd March, 2010.

- (21) APPLICATION No. 2010/40442 IN PART "A".
 (52) Class 34.
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YAMAHA

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 (57) *Nature of goods*— Tobacco; smokers' articles; matches.
 (73) *Name of applicant*— Yamaha Corporation.
 (77) *Address*— 10-1, Nakazawa-cho, Naka-ku, Hamamatsu-shi, Shizuoka, Japan.
 (74) *C/o. Muganwa, Nanteza & Co. Advocates, P.O. Box 8543, Kampala.*
 (22) *Date of filing application*— 3rd March, 2010.

- (21) APPLICATION No. 2010/40444 IN PART "A".
 (52) Class 2.
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(57) *Nature of goods*— Paints, varnishes, lacquers; preservatives against rust and against deterioration of wood; colorants; mordants; raw natural resins; metals in foil and powder form for painters, decorators, printers and artists.

(73) *Name of applicant*— Yamaha Corporation.

(77) *Address*— 10-1, Nakazawa-cho, Naka-ku, Hamamatsu-shi, Shizuoka, Japan.

(74) C/o. Muganwa, Nanteza & Co. Advocates, P.O. Box 8543, Kampala.

(22) *Date of filing application*— 3rd March, 2010.

(21) APPLICATION NO. 2010/40449 IN PART "A".

(52) Class 14.

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(57) *Nature of goods*— Precious metals and their alloys and goods in precious metals or coated therewith, not included in other classes; jewellery, precious stones; horological and chronometric instruments.

(73) *Name of applicant*— Yamaha Corporation.

(77) *Address*— 10-1, Nakazawa-cho, Naka-ku, Hamamatsu-shi, Shizuoka, Japan.

(74) C/o. Muganwa, Nanteza & Co. Advocates, P.O. Box 8543, Kampala.

(22) *Date of filing application*— 3rd March, 2010.

Kampala, MERCY KYOMUGASHO K. NDYAHIKAYO,
17th May, 2010. *Assistant Registrar of Trademarks.*

(21) APPLICATION NO. 2010/40426 IN PART "A".

(52) Class 13.

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YAMAHA

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(57) *Nature of goods*— Firearms; ammunition and projectiles; explosives; fireworks.

(73) *Name of applicant*— Yamaha Corporation.

(77) *Address*— 10-1, Nakazawa-cho, Naka-ku, Hamamatsu-shi, Shizuoka, Japan.

(74) C/o. Muganwa, Nanteza & Co. Advocates, P.O. Box 8543, Kampala.

(22) *Date of filing application*— 3rd March, 2010.

(21) APPLICATION NO. 2010/40427 IN PART "A".

(52) Class 14.

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YAMAHA

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(57) *Nature of goods*— Precious metals and their alloys and goods in precious metals or coated therewith, not included in other classes; jewellery, precious stones; horological and chronometric instruments.

(73) *Name of applicant*— Yamaha Corporation.

(77) *Address*— 10-1, Nakazawa-cho, Naka-ku, Hamamatsu-shi, Shizuoka, Japan.

(74) C/o. Muganwa, Nanteza & Co. Advocates, P.O. Box 8543, Kampala.

(22) *Date of filing application*— 3rd March, 2010.

(21) APPLICATION NO. 2010/40737 IN PART "A".

(52) Class 5.

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(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*— Capstone Investments Limited.

(77) *Address*— P.O. Box 22293, Kampala, Uganda.

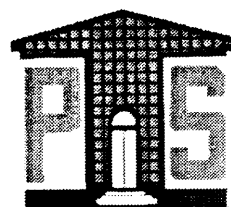
(74) C/o. M/s. Tibeingana & Co. Advocates, P.O. Box 72646, Kampala.

(22) *Date of filing application*— 13th May, 2010.

(21) APPLICATION NO. 2010/40644 IN PART "A".

(52) Class 16.

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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 materials (except apparatus); plastic materials for packaging (not included in other classes); printers' type; printing blocks.

(73) *Name of applicant*— Planbuild Technical Services Ltd.

(77) *Address*— P.O. Box 29449, Kampala, Uganda.

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(22) *Date of filing application*— 15th April, 2010.

- (21) APPLICATION No. 31976 IN PART "A".
 (52) Class 16.
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 (57) *Nature of goods*— Paper, cardboard and goods made from these materials; printed matters; stationery; brochures; periodicals; magazines; leaflets; handbooks; catalogues; business cards all the aforesaid relating to services and services for providing food and drinks.
 (73) *Name of applicant*— 7-Eleven, Inc.
 (77) *Address*— One Arts Plaza 1722 Routh Street, Suite 1000 Dallas, Texas 75201, United States of America.
 (74) *C/o.* Charles Kabugo Musoke Advocate, P.O. Box 6767, Kampala, Uganda.
 (22) *Date of filing application*— 17th February, 2009.

- (21) APPLICATION No. 31826 IN PART "A".
 (52) Class 03.
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YARDLEY

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 (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*— Indigo Brand Holdings (Proprietary) Limited, a South African Company.
 (77) *Address*— Evans Avenue, Epping, Cape Town, Western Cape, South Africa.
 (74) *C/o.* Charles Kabugo Musoke Advocate, P.O. Box 6767, Kampala.
 (22) *Date of filing application*— 11th December, 2008.

- (21) APPLICATION No. 2010/40652 IN PART "A".
 (52) Class 5.
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TYFLOX

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 (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*— Ajanta Pharma Limited.
 (77) *Address*— Ajanta House, Charkop, Kandivali [West] Mumbai, India, Pincode 400 057, India.
 (74) *C/o.* Charles Kabugo Musoke Advocate, P.O. Box 6767, Kampala.
 (22) *Date of filing application*— 16th April, 2010.

- (21) APPLICATION No. 2010/40470 IN PART "A".
 (52) Class 7.
 (54)



- (53) *Disclaimer*— Registration of this Trademark shall give no right to the exclusive use of the Letters 'H P' except as represented.
 (59)
 (64)
 (57) *Nature of goods*— Machines and machine tools; motors and engines (except for land vehicles); machine coupling and transmission components (except for land vehicles); agricultural implements other than hand-operated; incubators for eggs.
 (73) *Name of applicant*— Hewlett-Packard Development Company, L.P.
 (77) *Address*— 11445 Compaq Center Drive West, Houston, Texas 77070, USA.
 (74) *C/o.* M/s. Masembe, Makubuya, Adriko, Karugaba & Ssekatawa (MMAKS) Advocates, 3rd Floor Diamond Trust Building, P.O. Box 7166, Kampala.
 (22) *Date of filing application*— 3rd March, 2010.

- (21) APPLICATION No. 2010/40749 IN PART "A".
 (52) Class 5.
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 (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*— BEF General Enterprises Ltd.
 (77) *Address*— P.O. Box 36146, Kampala, Uganda.
 (54)
 (22) *Date of filing application*— 20th May, 2010.

- (21) APPLICATION No. 2010/40750 IN PART "A".
 (52) Class 32.
 (54)



- (53) *Disclaimer*— Registration of this Trademark shall give no right to the exclusive use of the Numeral '888' except as represented.

- (59)
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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*— NSI Global Traders Ltd.
(77) *Address*— P.O. Box 11641, Kampala, Uganda.
(74)
(22) *Date of filing application*— 20th May, 2010.

Kampala, KATUTSI VINCENT,
20th May, 2010. *Assistant Registrar of Trademarks.*

- (21) APPLICATION No. 2010/40443 IN PART "A".
(52) Class 1.
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(57) *Nature of goods*— Chemicals used in industry, science and photography, as well as in agriculture, horticulture and forestry; unprocessed artificial resins, unprocessed plastics; manures; fire extinguishing compositions; tempering and soldering preparations; chemical substances for preserving foodstuffs; tanning substances; adhesive used in industry.

(73) *Name of applicant*— Yamaha Corporation.
(77) *Address*— 10-1, Nakazawa-cho, Naka-ku, Hamamatsu-shi, Shizuoka, Japan.
(74) C/o. Muganwa, Nanteza & Co. Advocates, P.O. Box 8543, Kampala.
(22) *Date of filing application*— 3rd March, 2010.

- (21) APPLICATION No. 2010/40445 IN PART "A".
(52) Class 3.
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- (53)
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(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*— Yamaha Corporation.
(77) *Address*— 10-1, Nakazawa-cho, Naka-ku, Hamamatsu-shi, Shizuoka, Japan.
(74) C/o. Muganwa, Nanteza & Co. Advocates, P.O. Box 8543, Kampala.
(22) *Date of filing application*— 3rd March, 2010.

- (21) APPLICATION No. 2010/40446 IN PART "A".
(52) Class 5.
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- (53)
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(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*— Yamaha Corporation.
(77) *Address*— 10-1, Nakazawa-cho, Naka-ku, Hamamatsu-shi, Shizuoka, Japan.
(74) C/o. Muganwa, Nanteza & Co. Advocates, P.O. Box 8543, Kampala.
(22) *Date of filing application*— 3rd March, 2010.

- (21) APPLICATION No. 2010/40423 IN PART "A".
(52) Class 6.
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(57) *Nature of goods*— Common metals and their alloys; metal building materials; transportable buildings of metal; materials of metal for railway tracks; non-electric cables and wires of common metal; ironmongery, small items of metal hardware; pipes and tubes of metal; safes; goods of common metal not included in other classes; ores.

(73) *Name of applicant*— Yamaha Corporation.
(77) *Address*— 10-1, Nakazawa-cho, Naka-ku, Hamamatsu-shi, Shizuoka, Japan.
(74) C/o. Muganwa, Nanteza & Co. Advocates, P.O. Box 8543, Kampala.
(22) *Date of filing application*— 3rd March, 2010.

- (21) APPLICATION No. 2010/40447 IN PART "A".
(52) Class 10.
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(57) *Nature of goods*— Surgical, medical, dental and veterinary apparatus and instruments, artificial limbs, eyes and teeth; orthopedic articles; suture materials.

(73) *Name of applicant*— Yamaha Corporation.
(77) *Address*— 10-1, Nakazawa-cho, Naka-ku, Hamamatsu-shi, Shizuoka, Japan.
(74) C/o. Muganwa, Nanteza & Co. Advocates, P.O. Box 8543, Kampala.
(22) *Date of filing application*— 3rd March, 2010.

(21) APPLICATION NO. 2010/40448 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*— Yamaha Corporation.(77) *Address*— 10-1, Nakazawa-cho, Naka-ku, Hamamatsu-shi, Shizuoka, Japan.(74) *C/o. Muganwa, Nanteza & Co. Advocates, P.O. Box 8543, Kampala.*(22) *Date of filing application*— 3rd March, 2010.

(21) APPLICATION NO. 2010/40486 IN PART "A".

(52) Class 13.
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(57) *Nature of goods*— Firearms; ammunition and projectiles; explosives; fireworks.(73) *Name of applicant*— Yamaha Corporation.(77) *Address*— 10-1, Nakazawa-cho, Naka-ku, Hamamatsu-shi, Shizuoka, Japan.(74) *C/o. Muganwa, Nanteza & Co. Advocates, P.O. Box 8543, Kampala.*(22) *Date of filing application*— 5th March, 2010.

(21) APPLICATION NO. 2010/40450 IN PART "A".

(52) Class 17.
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(57) *Nature of goods*— Rubber, gutta-percha, gum, asbestos, mica and goods made from these materials and not included in other classes; plastics in extruded form for use in manufacture; packing, stopping and insulating materials; flexible pipes, not of metal.(73) *Name of applicant*— Yamaha Corporation.(77) *Address*— 10-1, Nakazawa-cho, Naka-ku, Hamamatsu-shi, Shizuoka, Japan.(74) *C/o. Muganwa, Nanteza & Co. Advocates, P.O. Box 8543, Kampala.*(22) *Date of filing application*— 3rd March, 2010.

(21) APPLICATION NO. 2010/40451 IN PART "A".

(52) Class 19.
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(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*— Yamaha Corporation.(77) *Address*— 10-1, Nakazawa-cho, Naka-ku, Hamamatsu-shi, Shizuoka, Japan.(74) *C/o. Muganwa, Nanteza & Co. Advocates, P.O. Box 8543, Kampala.*(22) *Date of filing application*— 3rd March, 2010.

(21) APPLICATION NO. 2010/40452 IN PART "A".

(52) Class 20.
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(57) *Nature of goods*— Furniture, mirrors, picture frames; goods (not included in other classes) of wood, cork, reed, cane, wicker, horn, bone, ivory, whalebone, shell, amber, mother-of-pearl, meerschaum and substitutes for all these materials, or of plastics.(73) *Name of applicant*— Yamaha Corporation.(77) *Address*— 10-1, Nakazawa-cho, Naka-ku, Hamamatsu-shi, Shizuoka, Japan.(74) *C/o. Muganwa, Nanteza & Co. Advocates, P.O. Box 8543, Kampala.*(22) *Date of filing application*— 3rd March, 2010.

(21) APPLICATION NO. 2010/40453 IN PART "A".

(52) Class 21.
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(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*— Yamaha Corporation.(77) *Address*— 10-1, Nakazawa-cho, Naka-ku, Hamamatsu-shi, Shizuoka, Japan.(74) *C/o. Muganwa, Nanteza & Co. Advocates, P.O. Box 8543, Kampala.*(22) *Date of filing application*— 3rd March, 2010.

- (21) APPLICATION NO. 2010/40454 IN PART "A".
 (52) Class 22.
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 (57) *Nature of goods*— Ropes, string, nets, tents, awnings, tarpaulins, sails, sacks and bags (not included in other classes); padding and stuffing materials (except of rubber or plastics); raw fibrous textile materials.
 (73) *Name of applicant*— Yamaha Corporation.
 (77) *Address*— 10-1, Nakazawa-cho, Naka-ku, Hamamatsu-shi, Shizuoka, Japan.
 (74) *C/o. Muganwa, Nanteza & Co. Advocates, P.O. Box 8543, Kampala.*
 (22) *Date of filing application*— 3rd March, 2010.

- (21) APPLICATION NO. 2010/40455 IN PART "A".
 (52) Class 23.
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- (53)
 (59)
 (64)
 (57) *Nature of goods*— Yarns and threads, for textile use.
 (73) *Name of applicant*— Yamaha Corporation.
 (77) *Address*— 10-1, Nakazawa-cho, Naka-ku, Hamamatsu-shi, Shizuoka, Japan.
 (74) *C/o. Muganwa, Nanteza & Co. Advocates, P.O. Box 8543, Kampala.*
 (22) *Date of filing application*— 3rd March, 2010.

- (21) APPLICATION NO. 2010/40456 IN PART "A".
 (52) Class 24.
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- (53)
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 (64)
 (57) *Nature of goods*— Textiles and textile goods, not included in other classes; bed and table covers.
 (73) *Name of applicant*— Yamaha Corporation.
 (77) *Address*— 10-1, Nakazawa-cho, Naka-ku, Hamamatsu-shi, Shizuoka, Japan.
 (74) *C/o. Muganwa, Nanteza & Co. Advocates, P.O. Box 8543, Kampala.*
 (22) *Date of filing application*— 3rd March, 2010.

- (21) APPLICATION NO. 2010/40457 IN PART "A".
 (52) Class 26.
 (54)



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- (57) *Nature of goods*— Lace and embroidery, ribbons and braid; buttons, hooks and eyes, pins and needles; artificial flowers.
 (73) *Name of applicant*— Yamaha Corporation.
 (77) *Address*— 10-1, Nakazawa-cho, Naka-ku, Hamamatsu-shi, Shizuoka, Japan.
 (74) *C/o. Muganwa, Nanteza & Co. Advocates, P.O. Box 8543, Kampala.*
 (22) *Date of filing application*— 3rd March, 2010.

- (21) APPLICATION NO. 2010/40458 IN PART "A".
 (52) Class 27.
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 (57) *Nature of goods*— Carpets, rugs, mats and matting, linoleum and other materials for covering existing floors; wall hangings (non-textile).
 (73) *Name of applicant*— Yamaha Corporation.
 (77) *Address*— 10-1, Nakazawa-cho, Naka-ku, Hamamatsu-shi, Shizuoka, Japan.
 (74) *C/o. Muganwa, Nanteza & Co. Advocates, P.O. Box 8543, Kampala.*
 (22) *Date of filing application*— 3rd March, 2010.

- (21) APPLICATION NO. 2010/40459 IN PART "A".
 (52) Class 29.
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 (57) *Nature of goods*— Meat, fish, poultry and game; meat extracts; preserved, frozen, dried and cooked fruits and vegetables; jellies, jams, compotes; eggs, milk and milk products; edible oils and fats.
 (73) *Name of applicant*— Yamaha Corporation.
 (77) *Address*— 10-1, Nakazawa-cho, Naka-ku, Hamamatsu-shi, Shizuoka, Japan.
 (74) *C/o. Muganwa, Nanteza & Co. Advocates, P.O. Box 8543, Kampala.*
 (22) *Date of filing application*— 3rd March, 2010.

- (21) APPLICATION NO. 2010/40460 IN PART "A".
 (52) Class 30.
 (54)



- (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*— Yamaha Corporation.
 (77) *Address*— 10-1, Nakazawa-cho, Naka-ku, Hamamatsu-shi, Shizuoka, Japan.
 (74) *C/o. Muganwa, Nanteza & Co. Advocates, P.O. Box 8543, Kampala.*

(22) *Date of filing application*— 3rd March, 2010.

- (21) APPLICATION NO. 2010/40461 IN PART "A".
 (52) Class 31.
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 (57) *Nature of goods*— Agricultural, horticultural and forestry products and grains not included in other classes; live animals; fresh fruits and vegetables; seeds, natural plants and flowers; foodstuffs for animals; malt.
 (73) *Name of applicant*— Yamaha Corporation.
 (77) *Address*— 10-1, Nakazawa-cho, Naka-ku, Hamamatsu-shi, Shizuoka, Japan.
 (74) *C/o. Muganwa, Nanteza & Co. Advocates, P.O. Box 8543, Kampala.*
 (22) *Date of filing application*— 3rd March, 2010.

- (21) APPLICATION NO. 2010/40462 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*— Yamaha Corporation.
 (77) *Address*— 10-1, Nakazawa-cho, Naka-ku, Hamamatsu-shi, Shizuoka, Japan.
 (74) *C/o. Muganwa, Nanteza & Co. Advocates, P.O. Box 8543, Kampala.*
 (22) *Date of filing application*— 3rd March, 2010.

- (21) APPLICATION NO. 2010/40463 IN PART "A".
 (52) Class 33.
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- (53)
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 (57) *Nature of goods*— Alcoholic beverages (except beers).
 (73) *Name of applicant*— Yamaha Corporation.
 (77) *Address*— 10-1, Nakazawa-cho, Naka-ku, Hamamatsu-shi, Shizuoka, Japan.
 (74) *C/o. Muganwa, Nanteza & Co. Advocates, P.O. Box 8543, Kampala.*
 (22) *Date of filing application*— 3rd March, 2010.

- (21) APPLICATION NO. 2010/40464 IN PART "A".
 (52) Class 34.
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 (57) *Nature of goods*— Tobacco; smokers' articles; matches.
 (73) *Name of applicant*— Yamaha Corporation.
 (77) *Address*— 10-1, Nakazawa-cho, Naka-ku, Hamamatsu-shi, Shizuoka, Japan.
 (74) *C/o. Muganwa, Nanteza & Co. Advocates, P.O. Box 8543, Kampala.*
 (22) *Date of filing application*— 3rd March, 2010.
 Kampala, JULIET NASSUNA,
 17th March, 2010. *Assistant Registrar of Trademarks.*

ADVERTISEMENTS

THE REGISTRATION OF TITLES ACT.

(Cap. 230).

NOTICE.

ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Kyadondo Block 214 Plot 909, Land at Kisasi.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Lorines Nanjala Mirembe of P.O. Box 866, 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,
 26th May, 2010. *for Ag. Commissioner Land Registration.*

THE REGISTRATION OF TITLES ACT.

(Cap. 230).

NOTICE.

ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Leasehold Register—Volume 209 Folio 5, Plot No. 2 Clement Hill Road, Kampala.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Sultanalli Nooralli Kassam of P.O. Box 2254, 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,
 22nd February, 2010. *Ag. Commissioner Land Registration.*

THE REGISTRATION OF TITLES ACT.

(Cap. 230).

NOTICE.

ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Leasehold Register—Volume 2406 Folio 23, Land measuring approx. 0.208 Hectare, Plot No. 27, Andrea Olal Road, Gulu.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Onono Robert Otto of P.O. Box 617, Gulu, a special Certificate of Title under the above Volume and Folio, the Certificate of Title which was originally issued having been lost.

Kampala, DDAMULIRA AHMED,
 20th May, 2010. *for Ag. Commissioner Land Registration.*

THE REGISTRATION OF TITLES ACT.

(Cap. 230).

NOTICE.

ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Buddu Block 753 Plot 44 Measuring 0.04 Hectare, Land at Mutukula.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Beatrice Namugoye, Tomasi Mulema, Paulo Ssemazzi & Emmanuel Makaato of P.O. Box 176, Masaka, a special Certificate of Title under the above mentioned Block and Plot, the Certificate of Title which was originally issued having been lost.

Masaka, GALIWANGO HERMAN NSUBUGA,
16th April, 2010. *for Ag. Commissioner Land Registration.*

THE REGISTRATION OF TITLES ACT.

(Cap. 230).

NOTICE.

ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Freehold Register—Volume 312 Folio 19, Plot No. 338 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 Suleman Muwanga of P.O. Box 4690, 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,
15th February, 2010. *Ag. Commissioner Land Registration.*

THE REGISTRATION OF TITLES ACT.

(Cap. 230).

NOTICE.

ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Kibuga Block 10 Plot 372, Land at Namirembe.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Christine Kiwanuka of P.O. Box 2344, Kampala, a special Certificate of Title under the above Block and Plot, the Certificate of Title which was originally issued having been lost.

Kampala, NYOMBI V. ROBERT,
12th April, 2010. *for Ag. Commissioner Land Registration.*

THE REGISTRATION OF TITLES ACT.

(Cap. 230).

NOTICE.

ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Kyaggwe Block 187 Plot 15 Area: 4.05 Hectares, Land at Mazige.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Kabaale Stanley, Tsubira Samba Herbert & Nakamatte Elizabeth Mukasa, a special Certificate of Title under the above Block and Plot, the Certificate of Title which was originally issued having been lost.

Mukono, OVERSON ARINAITWE,
18th May, 2010. *for Ag. Commissioner Land Registration.*

THE REGISTRATION OF TITLES ACT.

(Cap. 230).

NOTICE.

ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Kibuga Block 36 Plot 4, Land at Kitebi.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Beth Nakawungu, 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,
7th December, 2009. *for Ag. Commissioner Land Registration.*

THE REGISTRATION OF TITLES ACT.

(Cap. 230).

NOTICE.

ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Kyadondo Block 156 Plot 210, Land at Kavule.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of William Kiwanuka of P.O. Box 69, Mpigi, 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,
8th April 2010. *for Ag. Commissioner Land Registration.*

THE REGISTRATION OF TITLES ACT.

(Cap. 230).

NOTICE.

ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Mawokota Block 301 Plot 521, Land at Teketwe.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Lubyayi John Bosco of P.O. Box 10732, 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,
22nd February, 2010. *for Ag. Commissioner Land Registration.*

THE REGISTRATION OF TITLES ACT.

(Cap. 230).

NOTICE.

ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Busiro Block 312 Plots 158 & 154, Measuring approx. 0.060 and 0.059 Hectare, respectively, Land at Kalambi.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Sulaiti Semakula of P.O. Box 20154, Kampala, a special Certificate of Title under the above Block and Plots, the Certificate of Title which was originally issued having been lost.

Kampala, MUHEREZA EDWIN,
18th May, 2010. *for Ag. Commissioner Land Registration.*

THE REGISTRATION OF TITLES ACT.

(Cap. 230).

NOTICE.

ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Kyadondo Block 216 Plot 3201, Land at Buye.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Lilian Margaret Kiwanuka of P.O. Box 2042, 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,**
20th May, 2010. *for Ag. Commissioner Land Registration.*

THE REGISTRATION OF TITLES ACT.

(Cap. 230).

NOTICE.

ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Kyadondo Block 225 Plot 628, Land at Buto.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Proscovia Namirimu of P.O. Buto, 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,**
17th May, 2010. *for Ag. Commissioner Land Registration.*

THE REGISTRATION OF TITLES ACT.

(Cap. 230).

NOTICE.

ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Kibuga Block 14 Plot 150, Land at Najjanankumbi.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Paulo Ssemakula, Augustine Ssemakula, Peter Mutyaba & Joseph Lubirango of P.O. Box 3217, 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,**
14th April, 2010. *for Ag. Commissioner Land Registration.*

THE REGISTRATION OF TITLES ACT.

(Cap. 230).

NOTICE.

ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Kyaggwe Block 103 Plot 1072 Area: 0.045 Hectare, Land at Sonde.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Bendicto Bongole of P.O. Box 45, Seeta, 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,**
7th May, 2010. *for Ag. Commissioner Land Registration.*

THE REGISTRATION OF TITLES ACT.

(Cap. 230).

NOTICE.

ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Kyaggwe Block 119 Plot 88 Area: 4.05 Hectares, Land at Kati.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Luboyera Ali and Bbanga Mariam of Kati, Kolo, 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,**
3rd May, 2010. *for Ag. Commissioner Land Registration.*

THE REGISTRATION OF TITLES ACT.

(Cap. 230).

NOTICE.

ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Kabula Block 6 Plot 3 Measuring 81.00 Hectares, Land at Kasambya.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Abubaker Kasaali of P.O. Box 6610, Kampala, a special Certificate of Title under the above Block and Plot, the Certificate of Title which was originally issued having been lost.

Masaka, **GALIWANGO HERMAN NSUBUGA,**
30th April, 2010. *for Ag. Commissioner Land Registration.*

THE REGISTRATION OF TITLES ACT.

(Cap. 230).

NOTICE.

ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Kyadondo Block 208 Plot 799, 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 Charles Luwerekera of P.O. Box 1961, Kampala, a special Certificate of Title under the above Block and Plot, the Certificate of Title which was originally issued having been lost.

Kampala, **DAN OUNDO MALINGU,**
25th May, 2010. *for Ag. Commissioner Land Registration.*

THE REGISTRATION OF TITLES ACT.

(Cap. 230).

NOTICE.

ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Bulemezi Block 57 Plot 139 Area: 3.40 Hectares, Land at Bukimu.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Yusufu Lubulwa, 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,**
29th April, 2010. *for Ag. Commissioner Land Registration.*

THE REGISTRATION OF TITLES ACT.

(Cap. 230).

NOTICE.

ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Bulemezi Block 154 Plot 172 Area: 4.05 Hectares, Land at Butonya.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Kiwanuka Eli Lumu Johnson James and Namiro Joyce, 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,
29th April, 2010. *for Ag. Commissioner Land Registration.*

THE REGISTRATION OF TITLES ACT.

(Cap. 230).

NOTICE.

ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Bulemezi Block 195 Plot 2 Area: 12.15 Hectares, Land at Bukomba.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Charles Mugerwa of P.O. Bowa, 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,
22nd April, 2010. *for Ag. Commissioner Land Registration.*

THE REGISTRATION OF TITLES ACT.

(Cap. 230).

NOTICE.

ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Bulemezi Block 774 Plot 4 Area: 40.6 Hectares, Land at Wabikokoma.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of John Kibuuka, 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,
18th May, 2010. *for Ag. Commissioner Land Registration.*

THE REGISTRATION OF TITLES ACT.

(Cap. 230).

NOTICE.

ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Busiro Block 169 Plot 2, Land at Dambwe.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Fesito Kiwanuka, 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,
18th May, 2010. *for Ag. Commissioner Land Registration.*

THE REGISTRATION OF TITLES ACT.

(Cap. 230).

NOTICE.

ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Kibuga Block 9 Plot 559, Land 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 Pim Manjeri Twemanye of P.O. Box 15050, Kibuye, 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 May, 2010. *for Ag. Commissioner Land Registration.*

THE REGISTRATION OF TITLES ACT.

(Cap. 230).

NOTICE.

ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Singo Block 87 Plot 25 Area: 9.05 Hectares, Land at Nsangabwami Estate, Reg. Prop. Paulo Katende.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Paulo Katende of Kayogi, Singo, 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, GOLOOBA HARUNA,
13th May, 2010. *for Ag. Commissioner Land Registration.*

THE REGISTRATION OF TITLES ACT.

(Cap. 230).

NOTICE.

ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Kibuga Block 34 Plot 183 Approx. 0.14 Hectare, Land at Mutundwe.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of David Douglas Bwayo Watuwa of P.O. Box 7069, 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,
20th May, 2010. *for Ag. Commissioner Land Registration.*

IN THE MATTER OF THE STATUTORY DECLARATION
ACT, CAP. 22

AND

IN THE MATTER OF ALEX MATT KWAJE

AND

IN THE MATTER OF CHANGE OF NAME

DEED POLL

By this Deed Poll, I Alex Mawa now lately called Alex Matt Kwaje of Entebbe, Kitubulu, Sabaddu Sub-county, Busiro County, Wakiso District of P. O. Box 28624, Kampala do hereby state as follows:

1. That I am a male adult, Ugandan citizen by birth and the renouncer herein and state this Deed Poll in that capacity.
2. That my Birth name is ALEX MAWA.

3. That the name ALEX MAWA is the commonly known/used name while referring to me.
4. That all my certificates, transcripts, Passport/No. (B0671873), Driving Permit (No. 10287463/1/1), Insurance, vehicle titles, Postal Address, Medical records and employment record among others possess the name as ALEX MAWA.
5. That on behalf of myself from this day forth renounce, relinquish and abandon the use of my former name ALEX MAWA and in place thereof do assume the name ALEX MATT KWAJE.
6. I declare that I shall at all times hereafter in all records, deeds, writings and in all proceedings, dealings and transactions as well as public and upon other occasions whatsoever use and sign the name ALEX MATT KWAJE in substitute to my former name ALEX MAWA.
7. That I expressly authorize and request all persons at all times hereafter to designate and address me by the names ALEX MATT KWAJE.
8. That I swear that I am one and the same person.

That whatever I have stated herein is true and correct to the best of my knowledge

Stated at Kampala this 20th day of May, 2010 by the said ALEX MATT KWAJE.

ALEX MATT KWAJE,
Renouncer.

IN THE MATTER OF THE REGISTRATION OF
DOCUMENTS ACT, CAP. 81
AND

IN THE MATTER OF BIRTHS AND DEATHS
REGISTRATION ACT, CAP 309
AND

IN THE MATTER OF THE OATHS ACT, CAP 19
AND

IN THE MATTER OF MUHAMMED MUKASA
WERAGA MERCHANT

DEED POLL

KNOW YE ALL MEN by this Deed Poll, MUHAMMED MUKASA WERAGA MERCHANT, a Ugandan male adult of sound mind and of Lubowa, Wakiso District, do hereby renounce and forthwith cease usage of my former names MUHAMMED MUKASA WERAGA and MAHADI MUHAMED MUKASA and from the date hereof, I relinquish and abandon the usage of MUHAMMED MUKASA WERAGA and MAHADI MUHAMED MUKASA, and adopt, assume and take on the name of MUHAMMED MUKASA WERAGA MERCHANT.

That I declare that I shall at all times hereinafter in all records, deeds, and dealings, private or public, or whatsoever use the name MUHAMMED MUKASA WERAGA MERCHANT as my name in place of my former name.

That I expressly authorize and request all persons at all times to designate and address me by such assumed and adopted names.

In witness whereof, I have hereunto subscribed to my proper and adopted name MUHAMMED MUKASA WERAGA MERCHANT this 19th day of February, 2010.

MUHAMMED MUKASA WERAGA MERCHANT
Renouncer.

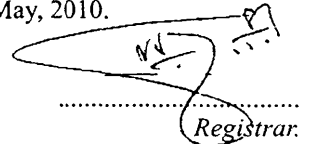
IN THE HIGH COURT OF UGANDA AT JINJA
PROBATE AND ADMINISTRATION CAUSE NO. 69
OF 2010.
IN THE MATTER OF THE SUCCESSION ACT, CAP. 162
AND
IN THE MATTER OF THE ESTATE OF THE LATE
ERIZIFANI NTUYO KISULE WEKIKYE
AND
IN THE MATTER OF APPLICATION FOR LETTERS
OF ADMINISTRATION BY STEVEN HENRY
KISUKIRO (SON)

NOTICE OF APPLICATION

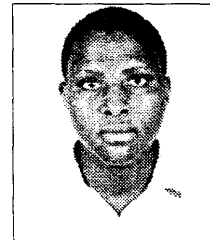
TO WHOM IT MAY CONCERN:

TAKE NOTICE that an application for letters of administration to the estate of the late ERIZIFANI NTUYO KISULE WEKIKYE has been lodged in this court by STEVEN HENRY KISUKIRO (SON) of the deceased. This court will proceed to grant the same if no caveat is lodged with this court within fourteen (14) days from date of this publication unless cause be shown to the contrary.

Dated at Jinja this 20th day of May, 2010.


.....
Registrar.

DEED POLL



BY this Deed, Kyomuhendo Grace Mawejje a female adult of sound mind of C/o Geoffrey Nangumya & Co. Advocates, Plot 47, Martin Road, Old Kampala, P.O. Box 8558, Kampala, and Daughter of MR. LAZARIUS NKUNDEKI and MS. KOMUHANGI LYDIA all of Kabale District, Uganda do hereby absolutely renounce and abandon the use of my former name of NINSIIMA CHARITY and in lieu thereof do assume as on the 2nd day of March, 2010 the name of KYOMUHENDO GRACE MAWEJJE and in pursuance of such change of name as aforesaid.

I hereby declare that at all times hereafter in all rewards, deeds and instruments, in writing and in all actions and proceedings and in all dealings and transactions and all occasions whatsoever use and sign the same name KYOMUHENDO GRACE MAWEJJE as my new name in lieu of the said name NINSIIMA CHARITY so renounced as aforesaid. I am a Ugandan citizen by birth.

AND hereby authorize and request all persons to designate and address me by such assumed name KYOMUHENDO GRACE MAWEJJE.

IN WITNESS WHEREOF I have signed my assumed name KYOMUHENDO GRACE MAWEJJE this 2nd day of March, 2010.

Signed and delivered by the said KYOMUHENDO GRACE MAWEJJE.

KYOMUHENDO GRACE MAWEJJE,
Renouncer.

STATUTORY INSTRUMENTS SUPPLEMENT
to The Uganda Gazette No. 32 Volume CIII dated 28th May, 2010
Printed by UPPC, Entebbe, by Order of the Government.

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

2010 No. 22.

PROCLAMATION

BY EDWARD K. SSEKANDI

**SPEAKER OF THE PARLIAMENT
OF THE REPUBLIC OF UGANDA**

WHEREAS Parliament was prorogued on Thursday 20th May 2010, thus marking the end of the Fourth Session of the Eighth Parliament of Uganda:

AND WHEREAS Clause (2) of Article 95 of the Constitution empowers the Speaker to appoint the date of commencement of a Session of Parliament:

AND WHEREAS Clause (1) of Article 101 of the Constitution requires the President to deliver to Parliament an address on the State of the Nation at the beginning of each Session:

NOW THEREFORE

1. In exercise of the powers conferred on the Speaker by clause (2) of Article 95 of the Constitution, it is hereby proclaimed that the Fifth Session of the Eighth Parliament of Uganda do commence on the 2nd day of June, 2010 within the precincts of Parliament;

2. Notice is hereby given that the President, under Clause (1) of Article 101 of the Constitution delivers to Parliament an address on the State of the Nation.

GIVEN under my hand and seal at Parliament House Kampala, this 21st day of May, 2010.

EDWARD K. SSEKANDI,
Speaker of Parliament.

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

2010 No. 23.

**The Traffic and Road Safety (Speed of Motor Vehicle) (Exemption)
(No. 6) Order, 2010.**

(Under section 135 of the Traffic and Road Safety Act, Cap. 361).

IN EXERCISE of the powers conferred upon the Minister responsible for transport by section 135 of the Traffic and Road Safety Act, Cap. 361 this Order is made this 20th day of May, 2010.

1. Title.

This Order may be cited as the Traffic and Road Safety (Speed of Motor Vehicle) (Exemption) (No. 6) Order, 2010.

2. Exemption.

A person who drives a motor vehicle and who competes in the UMC rally organised by the Federation of Motor Sports Club of Uganda (FMU) in conjunction with Uganda Motor Club (UMC), to be held on the 19th - 20th June, 2010 and passing through the Districts of Kampala, Wakiso 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.

ACTS SUPPLEMENT

to The Uganda Gazette No. 32 Volume CIII dated 28th May 2010.

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

Act 7

Contracts Act

2010

THE CONTRACTS ACT, 2010

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SCHEDULE**CURRENCY POINT**

THE CONTRACTS ACT, 2010.

An Act to codify the law relating to contracts and to provide for other related matters.

DATE OF ASSENT: 22nd April, 2010.

Date of Commencement: See section 1.

BE IT ENACTED by Parliament as follows—

PART I—PRELIMINARY**1. Commencement.**

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

2. Interpretation.

In this Act, unless the context otherwise requires—

“acceptance” means an assent to an offer made by a person to whom the offer is made;

“agreement” means a promise or a set of promises forming the consideration for each other;

“coercion” means the commission or threatening to commit any act forbidden under any law or the unlawful detaining or threatening to detain any property, to the prejudice of any person with the intention of causing any person to enter into an agreement;

“consent” means agreement of two or more persons obtained freely, upon the same thing in the same sense;

“consideration” means a right, interest, profit or benefit accruing to one party or forbearance, detriment, loss or responsibility given, suffered or undertaken by the other party;

“consideration for a promise” means where, at the desire of a promisor, a promisee or any other person does or abstains from doing or promises to do or to abstain from doing something;

“contingent contract” means a contract to do something or not to do something where an event, collateral to a contract, does or does not happen;

“contract” means an agreement enforceable by law as defined in section 10;

“currency point” has the value assigned to it in the Schedule to this Act;

“documents of title to goods” includes any bill of lading, dock warrant, warehouse keeper’s certificate, warrant or order for the delivery of goods and any other document used in the ordinary course of business as proof of possession or control of goods or which authorises or purports to authorise, either by endorsement or by delivery, the possessor of the document to transfer or receive goods represented by the document;

“mercantile agent” means a person who in the ordinary course of his or her business, has authority either to sell goods, or to consign goods for the purposes of sale, or to buy goods or raise money on the security of goods;

“Minister” means the Minister responsible for justice;

“misrepresentation” means—

- (a) a positive assertion made in a manner which is not warranted by the information of the person who makes it or an assertion which is not true, though the person who makes it believes it to be true;
- (b) any breach of duty which without an intent to deceive, gains an advantage to the person who commits it or anyone who claims under that person by misleading another person to his or her prejudice or to the prejudice of any one claiming under that other person; or
- (c) causing, however innocently, a party to an agreement, to make a mistake as to the substance of the thing which is subject of the agreement;

“offer” means the willingness to do or to abstain from doing anything signified by a person to another, with a view to obtaining the assent of that other person to the act or abstinence;

“promise” means an offer that is accepted;

“promisee” means the person who accepts an offer;

“promisor” means the person who makes an offer;

“reciprocal promises” mean promises that form the consideration or part of the consideration for each other;

“void agreement” means an agreement that is not enforceable by law;

“voidable contract” means an agreement which is enforceable by law at the option of a party to a contract but not at the option of the other party and a contract which ceases to be enforceable by law and which becomes void when it ceases to be enforceable.

PART II—COMMUNICATION, ACCEPTANCE AND REVOCATION OF AN OFFER

3. Communication of offer, acceptance or revocation.

(1) The communication of an offer is made by an act or omission of a party who proposes the offer, by which that party intends to communicate the offer or which has the effect of communicating the offer.

(2) The communication of acceptance of an offer is made by an act or omission of a party who accepts the offer, by which that party intends to communicate the acceptance or which has the effect of communicating the acceptance.

(3) The communication of revocation of an offer or acceptance is made by any act or omission of a party who revokes the offer or acceptance, respectively, by which that party intends to communicate the revocation or which has the effect of communicating the revocation.

4. Completion of communication.

(1) Communication of an offer is complete when it comes to the knowledge of the person to whom it is made.

(2) Communication of an acceptance is complete—

(a) as against the offeror, when it is put in a course of transmission to him or her so as to be out of the power of the acceptor; or

(b) as against the acceptor, when it comes to the knowledge of the offeror.

(3) Communication of a revocation is complete—

(a) as against the person who makes it, when it is put into a course of transmission to the person to whom it is made, so as to be out of the power of the person who makes it; or

(b) as against the offeree, when it comes to his or her knowledge.

5. Revocation of offer or acceptance.

(1) An offer may be revoked at any time before the communication of its acceptance is completed.

(2) An acceptance may be revoked at any time before the communication of the acceptance is complete.

6. Mode of revocation of offer.

An offer is revoked by—

- (a) communication of the notice of revocation by the offeror to the other party;
- (b) lapse of the time prescribed in the offer, for its acceptance, or, where time is not prescribed, by the lapse of a reasonable time without communication of the acceptance;
- (c) the failure of the acceptor to fulfil a condition precedent to acceptance; or
- (d) the death or insanity of the offeror, where the fact of the death or insanity comes to the knowledge of the acceptor before acceptance.

7. Acceptance to be absolute.

(1) An offer is converted into a promise where the acceptance is—

- (a) absolute and unqualified; and
- (b) expressed in a usual and reasonable manner, except where the offer prescribes the manner in which it is to be accepted.

(2) Where an offer prescribes the manner in which it is to be accepted and the acceptance is not made in that manner, the offeror may, within a reasonable time after the acceptance is communicated to him or her, demand that the offer is accepted only in the prescribed manner.

(3) Where an offeror fails to demand under subsection (2) that acceptance be made in the prescribed manner, the offeror shall be deemed to have accepted the manner of acceptance offered by the offeree.

8. Acceptance by performing conditions or receiving consideration.

The performance of the conditions of an offer or the acceptance of any consideration for a reciprocal promise which may be offered with an offer, is an acceptance of the offer.

9. Express or implied promise.

(1) A promise may be express or implied.

(2) A promise is express, where an offer or an acceptance of a promise is made either verbally or in writing.

(3) A promise is implied, where an offer or an acceptance is not made either verbally or in writing.

PART III—CONTRACTS, VOID AND VOIDABLE AGREEMENTS

*Contracts***10. Agreement that amounts to a contract.**

(1) A contract is an agreement made with the free consent of parties with capacity to contract, for a lawful consideration and with a lawful object, with the intention to be legally bound.

(2) A contract may be oral or written or partly oral and partly written or may be implied from the conduct of the parties.

(3) A contract is in writing where it is—

(a) in the form of a data message;

(b) accessible in a manner usable for subsequent reference; and

(c) otherwise in words.

(4) Nothing in this Act shall affect any law in Uganda relating to contracts by corporations or generally.

(5) A contract the subject matter of which exceeds twenty five currency points shall be in writing.

(6) A contract of guarantee or indemnity shall be in writing.

(7) In this section, “guarantee” and “indemnity” have the meaning assigned to them in Part VIII of this Act.

11. Capacity to contract.

(1) A person has capacity to contract where that person is—

(a) eighteen years or above;

(b) of sound mind; and

(c) not disqualified from contracting by any law to which he or she is subject.

(2) Notwithstanding this section, a person of sixteen years or above has the capacity to contract as provided under article 34 (4) and (5) of the Constitution.

12. Sound mind for purposes of contracting.

(1) For purposes of entering into a contract, a person is said to be of sound mind, if at the time of entering into the contract, that person is capable of understanding the contract and of forming a rational judgment as to its effect upon his or her interests.

(2) A person who is usually of unsound mind but occasionally of sound mind may enter into a contract during periods when he or she is of sound mind.

(3) A person who is usually of sound mind but occasionally of unsound mind may not enter into a contract during periods when he or she is of unsound mind.

13. Free consent of parties to a contract.

Consent of parties to a contract is taken to be free where it is not caused by—

(a) coercion;

(b) undue influence, as defined in section 14;

- (c) fraud, as defined in section 15;
- (d) misrepresentation; or
- (e) mistake, subject to sections 17 and 18.

14. Undue influence.

(1) A contract is induced by undue influence where the relationship subsisting between the parties to a contract is such that one of the parties is in a position to dominate the will of the other party and uses that position to obtain an unfair advantage over the other party.

(2) For the purposes of subsection (1), a party is taken to be in a position to dominate the will of another party, where—

- (a) the party holds a real or apparent authority over the other party;
- (b) the party stands in a fiduciary relationship to the other party; or
- (c) the mental capacity of the other party is temporarily or permanently affected by reason of age, illness, mental or bodily distress.

(3) Where a party who is in a position to dominate the will of the other party, enters into a contract with that other party and the transaction appears, on the face of it or on the evidence adduced, to be unconscionable, the burden of proving that the contract was not induced by undue influence shall be upon the party in a position to dominate the will of the other party.

(4) Nothing in subsection (3) shall affect section 111 of the Evidence Act.

(5) In this section, a party is said to stand in a fiduciary relationship to another party if the party has duties involving good faith, trust, special confidence and candor towards that other party, such as a relationship between an attorney and a client, a guardian and a ward, a principal and an agent, an executor and an heir, a trustee and a beneficiary or a landlord and tenant.

15. Fraud.

(1) Consent is induced by fraud where any of the following acts is committed by a party to a contract, or with the connivance of that party, or by the agents of that party, with intent of deceiving the other party to the contract or the agent of the other party, or to induce the other party to enter into the contract—

- (a) a suggestion to a fact which is not true, made by a person who does not believe it to be true;
- (b) the concealment of a fact by a person having knowledge or belief of the fact;
- (c) a promise made without any intention of performing it;
- (d) any act intended to deceive the other party or any other person; or
- (e) any act or omission declared fraudulent by any law.

(2) For the purposes of this Act, mere silence as to facts likely to affect the willingness of a person to enter into a contract is not fraud, unless the circumstances of the case are such that, it is the duty of the person keeping silence to speak, or unless the silence is, in itself, equivalent to speech.

*Void and voidable agreements***16. Voidability of agreements without consent.**

(1) Where consent to an agreement is obtained by coercion, undue influence, fraud or misrepresentation, the agreement is a contract voidable at the option of the party whose consent was obtained by coercion, undue influence, fraud or misrepresentation.

(2) Where consent is caused by misrepresentation or by silence which is deemed fraudulent within the meaning of section 15, the contract is not voidable, if the party whose consent was obtained had the means of discovering the truth with ordinary diligence.

(3) Fraud or misrepresentation which does not cause a party on whom the fraud or misrepresentation is effected, to consent to a contract, does not render a contract voidable.

(4) A party to a contract, whose consent is obtained by fraud or misrepresentation, may, where that party thinks fit, insist that the contract is performed and that he or she is put in the position in which he or she would have been if the representations made, had been true.

(5) A contract which is voidable on the ground that the consent of a party to the contract was caused by undue influence, may be set aside absolutely or where the party who was entitled to avoid it received any benefit under the contract, upon such terms and conditions as may seem just to court.

17. Mistake of fact.

(1) Where both parties to an agreement are under a mistake as to a matter of fact which is essential to the agreement, consent is obtained by mistake of fact and the agreement is void.

(2) A contract is void where one of the parties to it operates under a mistake as to a matter of fact essential to the contract.

(3) An erroneous opinion as to the value of the things which form the subject matter of an agreement shall not be deemed a mistake as to a matter of fact.

18. Mistake of law.

Where a contract is entered into by a mistake in respect of any law in force in Uganda, the contract is void.

19. Lawful consideration or objects.

(1) A consideration or an object of an agreement is lawful, except where the consideration or object—

(a) is forbidden by law;

(b) is of such nature that, if permitted would defeat the provisions of any law;

- (c) is fraudulent;
- (d) involves or implies, injury to a person or the property of another person; or
- (e) is declared immoral or against public policy by a court.

(2) An agreement whose object or consideration is unlawful is void and a suit shall not be brought for the recovery of any money paid or thing delivered or for compensation for anything done under the agreement, unless—

- (a) the court is satisfied that the plaintiff was ignorant of the illegality of the consideration or object of the agreement at the time the plaintiff paid the money or delivered the thing sought to be recovered or did the thing in respect of which compensation is sought;
- (b) the court is satisfied that the illegal consideration or object had not been effected at the time the plaintiff became aware of the illegality and repudiated the agreement;
- (c) the court is satisfied that the consent of the plaintiff to the agreement was induced by fraud, misrepresentation, coercion or undue influence; or
- (d) the agreement is declared illegal by any written law, with the object of protecting a particular class of persons of which the plaintiff is one.

(3) Where a part of a single consideration for one or more objects, or one of several considerations for a single object is unlawful, the agreement is void.

20. Effect of lack of or failure of consideration.

(1) An agreement made without consideration is void except where the agreement—

- (a) is expressed in writing and registered under the Registration of Documents Act and is made on account of natural love and affection between parties standing in a near relation to each other;
- (b) is a promise to compensate, wholly or in part, a person who has already voluntarily done something for the promisor or something which the promisor was legally compellable to do; or
- (c) is a promise, made in writing and signed by the person responsible for it or by the agent of that person, to pay wholly or in part a debt for which a creditor may have enforced payment but is restricted by the Limitation Act.

(2) Nothing in this section shall affect the validity of any gift given by a donor to a donee.

(3) An agreement to which the consent of a promisor is freely given is not void merely because the consideration is inadequate.

(4) Notwithstanding sub section (3), the inadequacy of consideration may be taken into account by the court in determining whether the consent of a promisor was freely given.

21. Agreement in restraint of profession, trade, etc.

(1) An agreement which restrains a person from exercising a lawful profession, trade or business of any kind, is to that extent void, unless the restraint is reasonable in respect to the interests of the parties concerned and in respect to the interests of the public.

(2) For the purposes of sub section (1), an agreement in restraint of trade is not reasonable in respect to the interests of the parties, where the restraint exceeds what is reasonably necessary to protect a proprietary interest of a promisee.

(3) The burden of proving that a restraint is reasonable in respect to the interests of the parties shall lie upon the promisee and the burden of proving that a restraint is unreasonable in respect to the interests of the public shall lie on the promisor.

22. Agreement in restraint of legal proceedings.

(1) An agreement which restricts a party absolutely, from enforcing his or her rights under or in respect of a contract, by legal proceedings or which limits the time within which the party may enforce his or her rights is void to that extent.

(2) This section shall not—

(a) render illegal—

(i) a contract by which two or more persons agree that any dispute which may arise between them in respect of any subject shall be referred to arbitration and that only the amount awarded in the arbitration shall be recoverable in respect of the dispute referred to arbitration; or

(ii) any contract in writing, by which two or more persons agree to refer to arbitration any question which has already arisen between them; and

(b) affect any reference to arbitration under any law.

23. Agreement void for uncertainty.

An agreement, the meaning of which is not certain or capable of being made certain, is void.

24. Agreement by way of wager.

(1) An agreement made by way of an unlicensed wager is void.

(2) For the purposes of this section, “wager” means a promise to pay money or other consideration on the occurrence of an uncertain event.

25. Agreement to do impossible act.

(1) An agreement to do an act which is impossible to perform is void.

(2) A contract becomes void, where the contract is to do an act which, after the contract is made, becomes impossible or unlawful or which by reason of an event which the promisor could not prevent, becomes impossible or unlawful.

(3) Where a person promises to do an act which he or she knew or which with reasonable diligence, may have known to be impossible to perform and which the promisee did not know to be impossible or unlawful, the promisor shall compensate the promisee for any loss which the promisee may suffer as a result of the non performance of the promise.

(4) For the purposes of this section, an act shall be taken to be impossible of performance if in law or the course of nature, no person can do or perform it.

26. Reciprocal promise to do legal and illegal acts.

Where a person makes a reciprocal promise, firstly to do a certain thing which is legal, and, secondly, under specified circumstances, to do a certain thing which is illegal, the promise to do the legal thing shall be a contract but the promise to do an illegal thing shall be a void agreement.

27. Alternative promise, one part being illegal.

Where an alternative promise, one part of which is legal and the other part illegal, is made, only the legal part may be enforced.

PART IV—CONTINGENT CONTRACTS.

28. Contract contingent on event happening.

A contract to do something or not to do a particular thing where an uncertain future event on which the contract is contingent, happens, shall not be enforced except where and until that event happens, and where the event becomes impossible, the contract shall become void.

29. Contract contingent on event not happening.

A contract to do something or not to do a particular thing where an uncertain future event on which the contract is contingent does not happen, may be enforced after the happening of that event becomes impossible, but not before.

30. Contract contingent on conduct of a person.

Where a future event on which a contract is contingent is the way in which a person is to act at an unspecified time, the event shall be considered to have become unattainable where that person does anything which renders it impossible for him or her to act within a definite time or under further contingencies.

31. Contract contingent on happening of specified event within a specified time.

(1) A contract to do something or not to do a particular thing, which is contingent on the happening of a specified or uncertain event within a specified time, becomes void where—

- (a) at the expiration of the time fixed, the event has not happened; or
- (b) before the time fixed, the happening of the event becomes impossible.

(2) A contract to do something or not to do a particular thing, which is contingent on the fact that a specified event or uncertain event does not happen within a fixed time, may be enforced—

- (a) when the time fixed for the happening of the event expires and the event has not happened; or
- (b) before the time fixed expires, where it becomes certain that the event will not happen.

32. Agreement contingent on an impossible event.

An agreement to do something or not to do a particular thing, which is contingent on the happening of an impossible event, is void, whether the impossibility of the event is known to the parties to the agreement or not, at the time the agreement is made.

PART V—PERFORMANCE OF CONTRACTS

*Contracts which have to be performed***33. Obligation of parties.**

(1) The parties to a contract shall perform or offer to perform, their respective promises, unless the performance is dispensed with or excused under this Act or any other law.

(2) A promise binds a representative of a promisor, in case of the death of the promisor before performance, unless a contrary intention appears from the contract.

34. Refusal to accept offer of performance.

(1) Where a promisor makes an offer of performance to a promisee but the offer is not accepted, the promisor is not responsible for non performance and does not lose his or her rights under the contract.

(2) An offer shall fulfill the following conditions—

(a) it shall be unconditional;

(b) it shall be made at a time and place and under such circumstances that the person to whom it is made has a reasonable opportunity of ascertaining that the person by whom it is made is able and willing to do what he or she is bound to do by the promise; and

(c) where the offer is an offer to deliver anything to the promisee, the promisee shall have a reasonable opportunity to see that what is offered is what the promisor is bound by the promise to deliver.

(3) An offer to one of several joint promisees has the same legal consequences as an offer to all of them.

35. Refusal of party to perform promise.

Where a party to a contract refuses or disables himself or herself from performing a promise in its entirety, the promisee may put an end to the contract unless he or she signifies by words or conduct, to its continuance.

36. Person to perform promise.

Where it appears from the nature of a case that it was the intention of the parties to a contract that a promise contained in it is to be performed by the promisor—

- (a) the promise shall be performed by the promisor; or
- (b) the promisor or the representative of the promisor may employ a competent person to perform the promise.

37. Effect of accepting performance from third person.

When a promisee accepts performance from a third person, the promisee shall not afterwards enforce performance against a promisor.

*Joint liability and rights***38. Joint liability.**

(1) Where two or more persons make a joint promise, then unless a contrary intention appears in the contract, all the persons who make the joint promise, shall be bound to fulfil the promise.

(2) Where a person who makes a joint promise dies, the representative of that deceased person, jointly with the surviving person shall fulfil the obligations.

(3) Where all the persons who make a promise die, their representatives shall fulfil their obligations jointly.

39. Obligation and liability of joint promisors.

(1) Where two or more persons make a joint promise, the promisee may, in the absence of an express agreement to the contrary, compel one or more of the joint promisors to perform the whole promise.

(2) Where a promisee who institutes a suit against one or several joint promisors obtains a decree against the promisor or promisors, nothing in this section shall be construed as permitting the promisee to institute any further suit arising out of the same cause of action, against any other joint promisor.

(3) A joint promisor may compel the other joint promisor to contribute equally to the performance of the promise unless a contrary intention appears from the contract.

(4) Where a joint promisor defaults in a contribution to the performance of a promise, the other joint promisors shall bear the loss arising from the default, in equal shares.

(5) A joint promisor who bears the loss referred to in sub section (4) may recover from the defaulting joint promisor the amount contributed by him or her arising out of the default.

40. Release of a joint promisor.

Where two or more persons make a joint promise, a release of one of the joint promisors by the promisee shall not—

- (a) discharge the other joint promisor; or
- (b) free the joint promisor who is released, from responsibility to the other joint promisor.

41. Joint rights.

(1) Where a person makes a promise to two or more persons jointly, then unless a contrary intention appears in the contract, the right to claim performance rests between that person and the other persons, jointly.

(2) Where a person to whom a joint promise is made dies, the representative of that deceased person jointly with the surviving person to whom the promise is made, are entitled to the fulfilment of the joint promise.

(3) Where persons who make a joint promise die, their representatives shall fulfil their obligations jointly.

Time and place for performance

42. Time for performance.

(1) Where a promisor is to perform a promise in a contract without a request by a promisee and time for performance is not specified in the contract, the engagement shall be performed within a reasonable time.

(2) Where a promise is to be performed on a specific day and a promisor undertakes to perform it without a request by a promisee, the promisor may perform it at any time during the usual hours of business on that day, at the place at which the promise ought to be performed.

(3) Where a promise is to be performed on a specific day and a promisor does not undertake to perform it without a request by a promisee, the promisee may apply for the performance of the promise at a proper place within the usual hours of business.

(4) Where a promise is to be performed without a request by a promisee and a place for its performance is not fixed, a promisor may apply to the promisee to appoint a reasonable place for the performance of the promise.

(5) Subject to the provisions of this section, the performance of a promise may be made in any manner and at any time which a promisee prescribes or sanctions.

(6) Determination of what a proper time or a proper place is, shall in each case be a question of fact.

Performance of reciprocal promises

43. Reciprocal obligation to perform.

Where a contract consists of reciprocal promises to be performed simultaneously, a promisor need not perform his or her promise unless the promisee is ready and willing to perform his or her reciprocal promise.

44. Order of performance of reciprocal promises.

Where the order in which reciprocal promises are to be performed is expressly fixed by the contract, the promises shall be performed in that order, and where the order is not expressly fixed by the contract, the promises shall be performed in the order in which the nature of the transaction requires.

45. Liability of party preventing event on which contract is to take effect.

(1) When a contract contains reciprocal promises and one party to the contract prevents the other party from performing his or her promise, the contract shall become voidable at the option of the party who is prevented from performing his or her promise.

(2) A party who sustains a loss as a result of non performance of a promise under sub section (1) is entitled to compensation from the other party for any loss which he or she sustains.

46. Default in the performance of reciprocal promises.

Where a contract consists of reciprocal promises and one of them cannot be performed, or where the performance of a promise cannot be claimed until the other promise is performed and the promisor of the other promise fails to perform it, the promisor shall not claim the performance of the reciprocal promise and shall pay compensation to the other party to the contract for any loss which the other party may sustain by the non-performance of the contract.

47. Failure to perform within a fixed time.

(1) Where a party to a contract promises to do a certain thing at or before the specified time but fails to do the thing at or before the specified time, the contract or the part of the contract that has not been performed, becomes voidable at the option of the promisee, if the intention of the parties was that time was of the essence to the contract.

(2) Where it was not the intention of the parties that time is of the essence to a contract, the contract does not become voidable by the failure to do the thing promised in the contract at or before the specified time; but the promisee is entitled to compensation from the promisor for any loss occasioned to the promisee, by the failure.

(3) Where a contract is voidable on account of the failure by the promisor to perform his or her promise at the agreed time and the promisee accepts performance of the promise at a time other than the agreed time, the promisee shall not claim compensation for any loss occasioned by the non-performance of the promise at the time agreed.

(4) Subsection (3) does not apply if at the time of acceptance of performance at a time other than the agreed time, the promisee gives notice to the promisor of his or her intention to claim compensation.

Appropriation of payments

48. Application of payment where debt to be discharged is indicated.

Where a debtor, who owes several distinct debts to one person makes a payment to that person, with express indication or under circumstances that imply that the payment is to be applied to the discharge of a particular debt, the payment, if accepted, shall be applied accordingly.

49. Application of payment where debt to be discharged is not indicated.

Where a debtor omits to indicate the debt to which a payment is to be applied and there are no circumstances to indicate the debt to which the payment is to be applied, the creditor may apply the payment, at his or her discretion, to any lawful debt actually due to him or her and payable by the debtor, whether its recovery is barred by the Limitation Act, or not.

50. Application of payment where no party appropriates.

(1) Where none of the parties to a contract makes an appropriation, the payment shall be applied in discharge of the debts in order of time, whether the recovery is barred by the Limitation Act, or not.

(2) Where debts are of equal standing, payment shall be applied in discharge of each, proportionally.

Contracts which need not be performed

51. Effect of novation, rescission and alteration of contract.

Where the parties to a contract agree to substitute for the original contract a new contract or to rescind or alter the original contract, the original contract need not be performed.

52. Promisee may dispense with or remit performance of promise.

A promisee may—

- (a) dispense with or remit, wholly or in part, to a promisor, the performance of a promise made by the promisor;
- (b) extend the time for the performance of a contract; or
- (c) accept instead of the promise, any satisfaction which he or she thinks fit.

53. Consequence of rescission of voidable contract.

(1) Where a person at whose option a contract is voidable, rescinds it, the other party to the contract need not perform any promise contained in the contract.

(2) A party who rescinds a voidable contract shall, if that party received any benefit from the other party to the contract, restore the benefit to the person from whom it is received.

54. Obligation of person who receives advantage under a void agreement or a contract that becomes void.

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

(2) Where a party to a contract incurs expenses for the purposes of performance of the contract, which becomes void after performance under section 25(2), the court may if it considers it just to do so in all the circumstances—

- (a) allow the other party to retain the whole or any part of any advantage received by him or her;
- (b) discharge the other party, wholly or in part, from making compensation for the expenses incurred; or

- (c) make an order that the party recovers the whole or any part of any payments, discharge or other advantages not greater in value than the expenses incurred.

55. Communicating of a rescission or revocation by one party to the other of a voidable contract.

The rescission of a voidable contract may be communicated in the manner that applies to the communication of a revocation of an offer and subject to this Act.

56. Neglect or refusal of promisee to afford reasonable facilities for performance.

Where a promisee neglects or refuses to afford a promisor reasonable facilities for the performance of his or her promise, the promisor shall be exempted by the neglect or refusal of the promisee to perform the promise.

PART VI—RELATIONS SIMILAR TO THOSE CREATED BY CONTRACT

57. Claim for necessaries supplied to person incapable of contracting.

Where a person incapable of entering into a contract or anyone whom that person is legally bound to support, is supplied by another person with necessaries suited to the condition in life of that person or of anyone that that person is legally bound to support, the person who furnishes the supplies is entitled to reimbursement from the property of the person who is incapable of entering into a contract.

58. Obligation of person enjoying benefit of non-gratuitous act.

(1) Where a person lawfully does anything for another person or delivers anything to another person, not intending to do so gratuitously and the other person enjoys the benefit, the person who enjoys the benefit shall compensate the person who provides the benefit in respect of or to restore, the thing done or delivered.

(2) Compensation shall not be made where the person sought to be charged had no opportunity of accepting or rejecting the benefit.

59. Responsibility of finder of goods.

A person who finds goods that belong to another and takes them into his or her custody shall be subject to the same responsibilities as a bailee, as provided in Part IX.

60. Liability of person to whom money is paid or thing is delivered by mistake.

A person to whom money is paid by mistake or to whom anything is delivered by mistake shall repay or return the money or thing delivered.

PART VII—CONSEQUENCES OF BREACH OF CONTRACT

61. Compensation for loss or damage caused by breach of contract.

(1) Where there is a breach of contract, the party who suffers the breach is entitled to receive from the party who breaches the contract, compensation for any loss or damage caused to him or her.

(2) The compensation referred to in subsection (1) is not to be given for any remote and indirect loss or damage sustained by reason of the breach.

(3) Where an obligation similar to that created by contract is incurred and is not discharged, any person injured by the failure to discharge it is entitled to receive the same compensation from the party in default, as if that person had contracted to discharge it and had breached the contract.

(4) In estimating the loss or damage arising from a breach of contract, the means of remedying the inconvenience caused by non performance of the contract, which exist, shall be taken into account.

62. Compensation for breach of contract where penalty is stipulated.

(1) Where a contract is breached, and a sum is named in the contract as the amount to be paid in case of a breach or where a contract contains any stipulation by way of penalty, the party who complains of the breach is entitled, whether or not actual damage or loss is proved to have been caused by the breach, to receive from the party who breaches the contract, reasonable compensation not exceeding the amount named or the penalty stipulated, as the case may be.

(2) The penalty stipulated under subsection (1) may provide for an interest on the amount of compensation to be paid.

(3) Notwithstanding subsections (1) and (2), a person shall be liable, upon breach of the condition of an instrument, to pay the whole sum mentioned in the instrument, where that person—

- (a) enters into any bail, bond, recognisance or other instrument of the same nature; or
- (b) gives a bond for the performance of a public duty or an act in which the public is interested, under any law or under the orders of the central government or of any local government.

63. Party rightfully rescinding contract, entitled to compensation.

A party who rightfully rescinds a contract is entitled to compensation for any damage which that person sustains through the non fulfilment of the contract.

64. Right to specific performance.

(1) Where a party to a contract, is in breach, the other party may obtain an order of court requiring the party in breach to specifically perform his or her promise under the contract.

(2) A party is not entitled to specific performance of a contract where—

- (a) it is not possible for the person against whom the claim is made, to perform the contract;
- (b) the specific performance will produce hardships which would not have resulted if there was no specific performance;
- (c) the rights of a third party acquired in good faith would be infringed by the specific performance;
- (d) specific performance would occasion hardship to the person against whom the claim is made, out of proportion to the benefit likely to be gained by the claimant;

- (e) the person against whom the claim is made is at the time entitled, although in breach, to terminate the contract; or
- (f) the claimant committed a fundamental breach of his or her obligations under the contract; but in cases where the breach is not fundamental, specific performance is available to him or her subject to his or her paying compensation for the breach.

65. Right of third party to enforce contractual term.

(1) Subject to this Act, a person who is not a party to a contract may in his or her own right enforce a term of the contract where—

- (a) the contract expressly provides that he or she may do so; or
- (b) subject to subsection (2), a term of the contract confers a benefit on that person.

(2) Subsection (1) (b) does not apply where on a proper construction of the contract, it appears that the parties did not intend the term to be enforceable by a third party.

(3) A third party shall be expressly identified in a contract by name, as a member of a class or as answering a particular description; but need not be in existence at the time the contract is entered into.

(4) This section does not confer a right on a third party to enforce a term of a contract except where the term is subject to and in accordance with any other relevant term of the contract.

(5) For the purpose of exercising the right to enforce a term of a contract, a third party shall have available any remedy that would have been available to him or her in an action for breach of contract, had that third party been a party to the contract, and the rules relating to damages, injunctions, specific performance and other relief shall apply accordingly.

(6) Where a term of a contract excludes or limits liability in relation to any matter, any reference in this Act, to the enforcement of a term of a contract shall be construed as a reference to the third party availing himself or herself of the exclusion or limitation.

66. Discharge by frustration.

(1) Where a contract becomes impossible to perform or is frustrated and where a party cannot show that the other party assumed the risk of impossibility, the parties to the contract shall be discharged from the further performance of the contract.

(2) Any sum paid or payable to a party under a contract before the time the parties are discharged under subsection (1) shall, in the case of the sum paid, be recoverable from the party as money received by that party for his or her use and in the case of any sum payable, cease to be payable.

(3) Where a party to whom any sum was paid or was payable under subsection (2), incurred expenses before the time of discharge in, or for the purpose of, the performance of a contract, the court may, where it considers it just to do so, having regard to all the circumstances of the case, allow the party to retain or, as the case may be, recover the whole or any part of the sums paid or payable, which shall not exceed the expenses incurred.

(4) Where a party to a contract has by reason of anything done by any other party to the contract or for the purpose of the performance of the contract, obtained a valuable benefit, other than a payment of money to which subsection (3) applies, before the time of discharge, the other party shall recover from the party a sum, if any, not exceeding the value of the benefit to the party obtaining it, as the court may consider just, having regard to all the circumstances of the case and in particular—

- (a) the amount of any expenses incurred before the time or discharge by the party who benefited for the purpose of the performance of the contract, including any sums paid or payable by that party to any other party under the contract and retained or recoverable by that party under subsection (3); and
- (b) in relation to that benefit, the effect of the circumstances giving rise to the frustration of the contract.

(5) For the purposes of subsection (4), in estimating the amount of any expenses incurred by any party to the contract, the court may, without prejudice to the general effect of that subsection, include a sum that appears to be reasonable in respect of overhead expenses and in respect of any work or services performed personally by that party.

(6) In considering whether any sum ought to be recovered or retained under this section by any party to a contract, the court shall not take into account any sums which, by reason of the circumstances giving rise to the frustration of the contract, become payable to that party under any contract of insurance unless there was an obligation to insure imposed by an express term of the frustrated contract or by or under any law.

(7) Where any person assumed obligations under a contract in consideration for conferring a benefit by a party to the contract upon any person, whether that person is a party to the contract or not, the court may, if in all the circumstances it considers it just to do so, treat for the purposes of subsection (3), any benefit conferred as a benefit obtained by the person who assumed those obligations.

67. Variation of contracts.

Where any right, duty, or liability would rise under agreement or contract, it may be varied by the express agreement or by the course of dealing between the parties or by usage or custom if the usage or custom would bind both parties to the contract.

PART VIII—INDEMNITY AND GUARANTEE.

68. Interpretation for Part VIII.

In this Part, unless the context otherwise requires—

“creditor” means a person to whom a guarantee is given;

“continuing guarantee” means a guarantee which extends to a series of transactions;

“contract of guarantee” means a contract to perform a promise or to discharge the liability of a third party in case of default of that third party, which may be oral or written;

“contract of indemnity” means a contract by which one party promises to save the other party from loss caused to that other party by the conduct of the person making the promise or by the conduct of any other person;

“guarantor” means a person who gives a guarantee;

“indemnity” means an undertaking by which a person agrees to reimburse another upon the occurrence of an anticipated loss;

“principal debtor” means a person in respect of whose default a guarantee is given.

69. Right of indemnity holder when sued.

A promisee in a contract of indemnity, acting within the scope of his or her authority is entitled to recover from a promisor—

- (a) any damages which the promisor may be compelled to pay in any suit in respect of any matter to which the promise to indemnify applies;
- (b) any costs which the promisor may be compelled to pay in any suit, if in bringing or defending the suit, the promisee did not contravene the orders of the promisor and acted as it would have been prudent to act in the absence of any contract of indemnity or if the promisor authorised him or her to bring or defend the suit; and
- (c) any sums which the promisor may have paid under the terms of any compromise of any suit, where the compromise is not contrary to the orders of the promisor and is one which it is prudent for the promisor to make in the absence of any contract of indemnity or where the promisor authorised the promisee to compromise the suit.

70. Consideration for guarantee.

Anything done or any promise made, for the benefit of a principal debtor, may be sufficient consideration to a guarantor to give a guarantee.

71. Liability of guarantor.

(1) The liability of a guarantor shall be to the extent to which a principal debtor is liable, unless otherwise provided by a contract.

(2) For the purpose of this section the liability of a guarantor takes effect upon default by the principal debtor.

72. Revocation of continuing guarantee.

(1) A continuing guarantee may with regard to future transactions, be revoked by a guarantor at any time, by notice to a creditor.

(2) In the absence of any contract to the contrary, the death of a guarantor operates as a revocation of any continuing guarantee to future transactions.

73. Liability of two persons who are primarily liable, not affected by arrangement where one is to be guarantor on default of the other.

Where two persons contract with another person to undertake a certain liability and also contract with each other that each of them shall be liable on the default of the other to that other person, the liability of the two persons to that other person under the first contract shall not be affected by the existence of the second contract, even where that other person is not aware of the existence of the second contract.

74. Discharge of guarantor by variance in terms of contract.

Any variance made in the terms of a contract between a principal debtor and a creditor without the consent of a guarantor discharges the guarantor from any transaction which is subsequent to the variance.

75. Discharge of guarantor by release or discharge of principal debtor.

A guarantor is discharged by any contract between a creditor and a principal debtor, where the principal debtor is released or where an act or omission of the creditor, discharges the principal debtor.

76. Discharge of guarantor when creditor compromises with, gives time to or agrees not to sue, principal debtor.

A contract between a creditor and a principal debtor where the creditor makes a compromise with the principal debtor or promises to give time to or not to sue the principal debtor, discharges the guarantor unless the guarantor assents to the contract.

77. Guarantor not discharged where agreement is made with third person to give time to principal debtor.

Where a contract to give time to a principal debtor is made by a creditor with a third person and not with the principal debtor, the guarantor is not discharged.

78. Forbearance of creditor to sue does not discharge guarantor.

Mere forbearance on the part of a creditor to sue a principal debtor or to enforce any other remedy against the principal debtor, does not, in the absence of any provision in the guarantee to the contrary, discharge the guarantor.

79. Release of one co-guarantor does not discharge the other.

Where there are co-guarantors, a release by a creditor of one of the guarantors does not discharge the other guarantor and does not free the guarantor who is released from his or her responsibility to the other guarantor.

80. Discharge of guarantor by an act or omission by creditor.

A guarantor is discharged where the eventual remedy of the guarantor against a principal debtor is impaired, because a creditor—

(a) does any act which is inconsistent with the right of the guarantor; or

(b) omits to do any act which his or her duty to the guarantor requires him or her to do.

81. Rights of guarantor on payment or performance.

Where a guaranteed debt becomes due or where default of a principal debtor to perform a guaranteed duty takes place, the guarantor is upon payment or performance of all that the guarantor is liable for, invested with all the rights which the creditor had against the principal debtor.

82. Right of guarantor to benefit from securities of creditor.

(1) A guarantor is entitled to the benefit of every security which a creditor has against a principal debtor at the time a contract of guarantorship is entered into, whether the guarantor knows of the existence of the security or not.

(2) Notwithstanding subsection (1), where a creditor loses or parts with the security, without the consent of the guarantor, the guarantor is discharged to the extent of the value of the security.

83. Guarantee obtained by misrepresentation.

A guarantee which is obtained by a misrepresentation made by a creditor or with the knowledge and assent of a creditor, concerning a material part of the transaction, is void.

84. Guarantee on contract that creditor shall not act until co-guarantor joins.

Where a person gives a guarantee upon a contract that a creditor shall not act upon the contract until another person joins as co-guarantor, the guarantee is not valid where that other person does not join.

85. Implied promise to indemnify guarantor.

(1) In every contract of guarantee, there is an implied promise by a principal debtor to indemnify a guarantor.

(2) A guarantor is entitled to recover from a principal debtor any sum the guarantor rightfully paid under the guarantee on the contract.

86. Co-guarantor liable to contribute equally.

In the absence of any contract to the contrary, co-guarantors for the same debt or duty, jointly or severally, under the same or different contracts and with or without the knowledge of the existence of each other, are liable, between themselves, to pay an equal share of the whole debt or of that part of the debt which remains unpaid by a principal debtor.

87. Liability of co-guarantors bound in different sums.

Co-guarantors who are bound in different sums are liable to pay equally as far as the limits of their respective obligations permit.

PART IX—BAILMENT.

88. Interpretation for Part IX.

In this Part, unless the context otherwise requires—

“bailee” means a person to whom goods are delivered;

“bailment” means the delivery of goods by one person to another for some purpose, upon a contract that the goods shall when the purpose is accomplished, be returned or disposed of according to the direction of the person who delivered them;

“bailor” means a person who delivers the goods;

“pledge” means the bailment of goods as security for payment of a debt or performance of a promise;

“pledgee” means a person with whom a pledge is deposited;

“pledgor” means a person who gives a pledge to another.

89. Bailment by person in possession of goods.

Where a person in possession of goods under another contract holds the goods as bailee, that person becomes a bailee under the existing contract and the owner becomes the bailor of goods although the goods may not have been delivered by way of bailment.

90. Delivery to bailee.

The delivery of goods to a bailee may be made by doing anything which has the effect of putting the goods in the possession of the intended bailee or of any person authorised to hold the goods on behalf of the bailee.

91. Duty to disclose fault in bailed goods.

(1) A bailor shall disclose to a bailee, any fault in bailed goods, of which the bailor is aware and which materially interferes with the use of the goods or exposes the bailee to extraordinary risk.

(2) Where a bailor does not make the disclosure required under subsection (1), the bailor is responsible for any damage that may arise to the bailee, directly from the fault.

(3) Where the goods are bailed for hire, a bailor is responsible for the damage, whether or not the bailor was aware of the existence of the fault in the bailed goods.

(4) Whenever practicable, the bailee shall, to protect his or her interests, inspect the goods upon delivery to him or her.

92. Duty of care by a bailee.

A bailee shall take as much care of the goods bailed to him or her as a person of ordinary prudence would under similar circumstances take of his or her own goods of the same bulk, quantity and value, as the bailed goods.

93. Liability of bailee for loss.

In the absence of any special contract, a bailee is not responsible for the loss, destruction or deterioration of the bailed goods, where the bailee takes the amount of care required under section 92.

94. Termination of bailment due to act of bailee.

A contract of bailment is voidable at the option of the bailor, where the bailee does any act with regard to the bailed goods, which is inconsistent with the conditions of the bailment.

95. Unauthorised use of bailed goods.

Where a bailee makes use of the bailed goods contrary to the conditions of the bailment, the bailee is liable to compensate the bailor for any damage to the goods arising from or during that use.

96. Mixture of goods of bailee and bailor.

(1) Where a bailee with the consent of a bailor, mixes the goods of the bailor with his or her own goods, the bailor and the bailee shall have an interest, in proportion to their respective shares, in the goods produced.

(2) Where a bailee without the consent of a bailor, mixes the goods of the bailor with his or her own goods and the goods in the mixture can be separated or divided, the property in the respective goods remains in the parties individually.

(3) A bailee who mixes the goods of a bailor with his or her own goods without the consent of the bailor under subsection (2), shall bear the expenses of the separation or division and any damage which arises from the mixture.

(4) Where a bailee without the consent of a bailor mixes the goods of the bailor with his or her own goods in such a manner that it is not possible to separate the bailed goods from the other goods and to deliver them back, the bailor is entitled to compensation by the bailee for the loss of the goods.

97. Repayment by bailor of necessary expenses.

Where under the conditions of a bailment, the goods are to be kept or carried or where work is to be done upon the goods by a bailee for a bailor and the bailee is to receive no remuneration, the bailor shall repay to the bailee the necessary expenses incurred by him or her for the purpose of the bailment.

98. Return of bailed goods.

A bailee shall return or deliver without demand from a bailor, according to the directions of the bailor, the bailed goods, as soon as the time or the purpose for which the goods were bailed expires.

99. Failure to return goods.

Where by the fault of a bailee, the goods are not returned, delivered or tendered at the proper time, the bailee is responsible to the bailor for any loss, destruction or deterioration of the goods, from that time.

100. Termination of gratuitous bailment.

A gratuitous bailment terminates in any of the following circumstances—

- (a) where the goods bailed are returned;
- (b) where the time of bailment expires;
- (c) by agreement of the parties;
- (d) where the subject matter of the bailment is destroyed; or
- (e) upon the death of the bailor or bailee.

101. Bailor entitled to increase or profit from bailed goods.

In the absence of any contract to the contrary, a bailee shall deliver to a bailor or according to the directions of a bailor, any increase or profit which may have accrued from the bailed goods.

102. Responsibility of bailor to bailee.

A bailor is responsible to a bailee for any loss which the bailee may sustain, where the bailor was not entitled to make the bailment or to receive back the goods or to give directions, in respect of the goods.

103. Bailment by several joint owners.

In the absence of an agreement to the contrary, where several joint owners of goods bail the goods, a bailee may deliver the goods back to one joint owner or according to the directions of that joint owner, without the consent of the other owners.

104. Bailee not responsible on redelivery to bailor without title.

Where a bailor has no title to the goods and a bailee, in good faith, delivers the goods back to the bailor or according to the directions of the bailor, the bailee is not responsible to the owner, for the delivery.

105. Right of third person claiming bailed goods.

Where a person, other than a bailor, claims bailed goods, that person may apply to the court to stop delivery of the goods to the bailor and to decide the title to the goods.

106. Right of a finder of goods.

(1) A finder of goods has no right to sue the owner for compensation for trouble and expense, voluntarily incurred by him or her to preserve the goods and find the owner.

(2) Where an owner of goods offers a specific reward for the return of goods lost, the finder may retain the goods until he or she receives the compensation.

(3) Where the owner of goods offers a specific reward for the return of goods lost, the finder may sue for the reward and may retain the goods until he or she receives the reward.

107. Right of finder to sell.

Where goods which are commonly the subject of sale are found but the owner cannot with reasonable diligence be found or where the owner refuses upon demand, to pay the lawful charges of the finder of the goods, the finder may sell the goods, where—

- (a) the goods are in danger of perishing or of losing the greater part of their value; or
- (b) the lawful charges of the finder, in respect of the goods, amount to two-thirds of the value of the goods.

108. Lien of bailee.

Where a bailee, in accordance with the purpose of the bailment, renders any service involving the exercise of labour or skill in respect of the bailed goods, the bailee may, in the absence of a contract to the contrary, retain the goods until he or she receives the remuneration due, for the services rendered in respect of the goods.

109. General lien of bankers, brokers, warehouse keepers, advocates and insurance brokers.

(1) A banker, a broker, a warehouse keeper, an advocate, an insurance broker or any other person authorised by law may, in the absence of a contract to the contrary, retain as a security for a general balance of account, any goods bailed to him or her.

(2) A person other than a person mentioned in subsection (1) may not retain, as a security for balance due, goods bailed to that person unless there is an express contract to that effect.

110. Rights of pledgee.

A pledgee may retain any goods that are pledged for the payment of—

- (a) a debt or the performance of a promise;
- (b) the interest on the debt; and
- (c) any necessary expenses incurred by the pledgee for the possession or preservation of the pledged goods.

111. Pledgee not to retain goods for debt or promise.

(1) In the absence of a contract to that effect, a pledgee shall not retain any pledged goods except for the purpose for which they are pledged.

(2) In the absence of anything to the contrary, a contract referred to in subsection (1) shall be presumed in regard to subsequent advances made by the pledgee.

112. Right of pledgee to extraordinary expenses incurred.

A pledgee is not entitled to receive from a pledgor extraordinary expenses incurred by the pledgee for the preservation of any pledged goods.

113. Right of pledgee where pledgor defaults.

(1) Where a pledgor defaults in payment of a debt or the performance of a promise within the time stipulated, in respect of the pledged goods, a pledgee may—

- (a) bring a suit against the pledgor upon the debt or promise and retain the pledged goods as a collateral security; or
- (b) sell the pledged goods, on giving the pledgor reasonable notice of the sale.

(2) Where the proceeds of the sale undertaken in accordance with subsection (1) (b), are less than the amount due in respect of the debt or promise, the pledgor is not liable to pay the balance and where the proceeds of the sale are greater than the amount due, the pledgee shall pay the surplus to the pledgor.

114. Right of pledgor to redeem on default.

(1) Where time is stipulated for the payment of a debt or the performance of a promise, for which a pledge is made and a pledgor defaults in the payment or the performance at the stipulated time, the pledgor may redeem the pledged goods at any subsequent time, before the actual sale of the goods.

(2) The pledgor shall, where the goods are redeemed under subsection (1), pay any expenses which may arise from his or her default in payment or performance at the stipulated time.

115. Pledge by mercantile agent.

(1) Where a mercantile agent is with the consent of an owner, in possession of goods or the documents of title to goods, any pledge made by the mercantile agent while acting in the ordinary course of business of a mercantile agent, shall be as valid as if the mercantile agent was expressly authorised by the owner of the goods to make the pledge.

(2) Where a pledge is made under subsection (1), a pledgee shall be taken to act in good faith and to have no notice at the time of the pledge, that the mercantile agent had no authority to pledge.

(3) Where a mercantile agent validly pledges the documents of title to goods, the pledge shall be deemed to be a pledge of the goods.

(4) Where a pledgor obtains possession of the other goods pledged by him or her under a contract which is voidable under section 16 (1), but the contract is not rescinded at the time of the pledge, the pledgee acquires a good title to the goods, where the pledgee acts in good faith and without notice of the defect in the title of the pledgor.

116. Pledge where pledgor has limited interest.

Where a person pledges goods in which he or she has a limited interest, the pledge is valid to the extent of that interest.

117. Suit by bailor or bailee against wrongdoer.

(1) Where a third person wrongfully deprives a bailee of the use of bailed goods or the possession of those goods or damages the goods, the bailee is entitled to use any remedies that the owner may have used if bailment had not been made.

(2) A bailor or a bailee may bring a suit under subsection (1) against a third person, for deprivation or damage.

(3) Anything obtained by way of relief or compensation in any suit brought under subsection (2) shall, as between the bailor and the bailee, be dealt with according to their respective interests.

PART X—AGENCY

118. Interpretation for Part X.

In this Part, unless the context otherwise requires—

“agent” means a person employed by a principal to do any act for that principal or to represent the principal in dealing with a third person;

“principal” means a person who employs an agent to do any act for him or her or to represent him or her in dealing with a third person;

“sub-agent” means a person employed by and acting under the control of an agent in the business of the agency.

119. Capacity to employ agent.

A person may employ an agent, where that person—

(a) is eighteen years or more;

(b) is of sound mind; and

- (c) is not disqualified from appointing an agent by any law to which that person is subject.

120. Capacity to act as agent.

A person may act as an agent where that person—

- (a) is eighteen years or above;
- (b) is of sound mind; and
- (c) is not disqualified from acting as an agent by any law to which he or she is subject.

121. Consideration not necessary.

Consideration is not necessary to create an agency.

122. Authority of agent may be express or implied.

- (1) The authority of an agent may be express or implied.

(2) Authority is express where it is given by spoken or written words and implied where it is to be inferred from the circumstances of a case.

(3) Any words, spoken or written, in the ordinary course of a dealing, may be taken into account, depending on the circumstances of the case.

123. Extent of authority of agent.

(1) An agent with authority to do an act, has authority to do anything which is necessary to do the act, which is lawful.

(2) An agent with authority to carry on a business has authority to do anything which is necessary for the purpose of carrying on the business or which is usually done in the course of conducting the business.

124. Authority of agent in an emergency.

In an emergency, an agent has authority to do any act for the purpose of protecting a principal from loss, as would be done by a person of ordinary prudence, under similar circumstances.

125. Power to delegate.

(1) An agent shall not employ another to perform an act which the agent expressly or impliedly undertook to perform personally.

(2) Notwithstanding subsection (1), where the ordinary custom of a trade allows it a sub-agent may be employed to perform an act which the agent expressly or impliedly has undertaken to perform personally.

(3) Notwithstanding subsection (1), where the nature of an agency allows it, a sub-agent may be employed to perform an act which the agent expressly or impliedly has undertaken to perform personally.

126. Representation of principal by sub-agent.

(1) Where a sub-agent is properly appointed by the agent, the principal shall be represented by the sub-agent and shall be bound by and responsible for the acts of the sub agent, as if the sub agent was the agent originally appointed by the principal.

(2) An agent is responsible to a principal for the acts of a sub-agent.

(3) A sub-agent is responsible for his or her acts to an agent, but not to a principal, except in cases of fraud or wilful wrongdoing.

(4) For the avoidance of doubt, an agent cannot delegate his or her authority to act.

127. Sub-agent appointed without authority.

Where an agent without authority to do so, appoints a person to act as a sub-agent and stands towards that person in a relation of a principal to an agent and is responsible for the actions of that person to both the principal and a third person, the principal is not represented by or responsible for the acts of the person employed as sub-agent and that person is not responsible to the principal.

128. Relation between principal and person appointed by agent.

Where an agent, holding an express or implied authority to name another person to act for the principal in the business of the agency, names a person to act for the principal, that person is not a sub-agent of the principal but an agent, for the part of the business of the agency that is entrusted to him or her.

129. Duty of agent in naming another agent.

In selecting another agent for a principal, an agent shall exercise the same amount of discretion as a person of ordinary prudence would exercise in a similar case; and where the agent does so, he or she is not responsible to the principal for the acts or negligence of the agent who is selected.

130. Ratification of acts done by person who is not an agent.

(1) Where an act is done by one person on behalf of another but without the knowledge or authority of that other person, the person on whose behalf the act is done may ratify or disown the act.

(2) Where a person on whose behalf an act is done, ratifies the act, the same effects shall follow, as if the act was performed under his or her authority.

131. Ratification may be express or implied.

Ratification may be express or implied by the conduct of the person on whose behalf an act is done.

132. Knowledge requisite for valid ratification.

A valid ratification of an act may only be made by a person whose knowledge of the facts of the case is not defective.

133. Effect of ratifying unauthorised act.

Where a person ratifies an unauthorized act done on behalf of that person, the whole of the transaction of which the act forms a part is accordingly ratified.

134. Ratification of unauthorised act does not injure third person.

An act done by one person on behalf of another without the authority of that other person, which if done with authority would have the effect of subjecting a third person to damages or of terminating any right to interest of a third person, shall not by ratification, be made to have such effect.

135. Termination of agency.

An agency is terminated where—

- (a) a principal revokes his or her authority;
- (b) an agent renounces the business of the agency;
- (c) the business of the agency is completed;
- (d) a principal or an agent dies;
- (e) a principal or an agent becomes of unsound mind;
- (f) a principal is adjudicated an insolvent under the law;
- (g) the principal and agent agree to terminate; or
- (h) the purpose of the agency is frustrated.

136. Termination of agency where agent has interest in subject matter.

Where the agent has an interest in the property which forms the subject matter of an agency, the agency shall not, in the absence of an express contract, be terminated to the prejudice of that interest.

137. Revocation of authority of agent by principal.

Subject to section 136, a principal may revoke the authority given to an agent at any time before the authority is exercised to bind the principal.

138. Revocation where authority is partly exercised.

A principal shall not revoke the authority given to an agent after the authority is partly exercised, with respect to acts and obligations that arise from acts already done under the agency.

139. Compensation for revocation by principal or renunciation by agent.

Where an agency is revoked or renounced, without reasonable cause, contrary to an express or implied contract that the agency is to continue for a given period of time, the principal or the agent, as the case may be, shall compensate the other party, for the revocation or renunciation of the agency.

140. Notice of revocation or renunciation.

A party who revokes or renounces an agency shall give reasonable notice to the other party to the agency and make good any damage suffered.

141. Revocation and renunciation may be express or implied.

Revocation or renunciation may be express or implied by the conduct of a principal or an agent, respectively.

142. Termination of authority of agent.

The termination of the authority of an agent does not take effect before it becomes known to the agent or with regard to a third party, before it becomes known to the third party.

143. Termination of agency by death or insanity of principal.

An agent shall take all reasonable steps to protect and preserve the interests entrusted to him or her, where—

- (a) an agency is terminated by the death of a principal; or
- (b) the principal becomes of unsound mind.

144. Termination of authority of sub-agent.

Subject to section 147, the termination of the authority of an agent causes the termination of the authority of a sub-agent appointed by the agent.

145. Duty of an agent in conducting business of principal.

(1) An agent shall conduct the business of a principal according to the directions given by the principal or, in the absence of any directions, according to the usage and customs which prevail, in doing business of the same kind, at the place where the agent conducts the business.

(2) Where an agent acts contrary to subsection (1) and any loss is suffered, the agent shall make good the loss to the principal and where any profit accrues, the agent shall account for it.

146. Skill and diligence required from agent.

(1) An agent shall act with reasonable diligence and conduct the business of the agency with as much skill as is generally possessed by a person engaged in similar business, unless the principal has notice of the lack of skill by the agent.

(2) An agent shall compensate a principal in respect of the direct consequences of his or her own neglect, lack of skill or misconduct but not in respect of loss or damage which are indirectly or remotely caused by the neglect, lack of skill or misconduct of the agent.

147. Accounts of an agent.

An agent shall render proper accounts to a principal on demand.

148. Duty of an agent to communicate with principal.

An agent shall, in case of difficulty, use all reasonable diligence to communicate with a principal and to seek to obtain the instructions of the principal.

149. Right of principal to repudiate when agent deals without consent of principal.

Where an agent deals on his or her own account in the business of the agency, without obtaining the consent of a principal and without acquainting the principal with all material circumstances which come to the knowledge of the agent on the subject, the principal may repudiate the transaction where the case shows that any material fact was dishonestly concealed from the principal by the agent or that the dealings of the agent is unfavourable to the principal.

150. Right of principal to benefit gained by agent dealing on own account in business of agency.

Where an agent deals in the business of the agency without the knowledge and consent of a principal, the principal may claim from the agent any benefit which may have accrued to the agent from the transaction.

151. Right of agent to retain sums received on account of principal.

(1) An agent may retain, out of any sums received on account of the principal in the business of the agency, all sums due to the agent in respect of advances made or expenses incurred by the agent in conducting the business and any remuneration as may be payable to the agent for acting as an agent.

(2) An agent may retain sums received by him or her on account of goods sold, although the whole of the goods consigned to him or her for sale may not have been sold or the sale may not be complete.

152. Duty of agent to pay sums received for principal.

An agent shall pay to a principal, all sums received on the account of the principal, subject to deductions referred to under section 151(1).

153. Remuneration of agent.

In the absence of any special contract, payment for the performance of any act is not to be made to an agent until the completion of that act.

154. Agent not entitled to remuneration for misconduct.

An agent who is guilty of misconduct in the business of the agency is not entitled to any remuneration in respect of that part of the business.

155. Lien of an agent on property of principal.

In the absence of any contract to the contrary, an agent is entitled to retain the goods of a principal, whether movable or immovable, received by the agent, until the amount due to the agent for commission, disbursements and services in respect of the goods is paid or accounted for by the principal.

156. Indemnity of agent.

(1) A principal shall indemnify an agent against the consequences of all lawful acts done by the agent in exercise of the authority conferred upon that agent.

(2) Where a principal employs an agent to do an act and the agent does the act in good faith, the principal is liable to indemnify the agent against loss, liability and the consequences of that act, although it may affect the rights of a third person.

157. Non liability of principal to agent in a criminal act.

Where a principal employs an agent to do an act which is criminal, the principal is not liable, either upon an express or implied promise, to indemnify the agent against the consequences of that act.

158. Compensation to agent for injury caused by principal.

A principal shall compensate an agent for any injury that may be caused to the agent by the neglect or lack of skill of the principal.

159. Enforcement and consequences of contract of agent.

A contract entered into through an agent and obligations arising from acts done by the agent under the contract shall be enforced in the same manner and have the same legal consequences as if the contract was entered into or done by a principal.

160. Liability of principal where agent exceeds authority.

(1) Where an agent does more than he or she is authorised to do and a part of what the agent does is within his or her authority, can be separated from the part which is beyond his or her authority, only what the agent does within his or her authority shall be binding between the agent and the principal.

(2) Where an agent does more than he or she is authorised to do and what the agent does beyond the scope of his or her authority cannot be separated from what is within the scope of the authority of the agent, the principal is not bound by the transaction.

161. Consequences of notice to agent.

Any notice given to or information obtained by an agent in the course of the business transacted by the agent for the principal, shall, as between the principal and a third party, have the same legal consequences as if it had been given or obtained by the principal.

162. Agent not to enforce or be bound by contracts on behalf of principal.

In the absence of any contract to the contrary, an agent shall not enforce a contract entered into by him or her on behalf of a principal and shall not be bound by the contract, except where—

- (a) the contract is made by the agent for the sale or purchase of goods for a merchant resident abroad;
- (b) the agent does not disclose the name of the principal; or
- (c) although the name of the principal is disclosed, the principal cannot be sued.

163. Right of parties to a contract made by agent not disclosed.

(1) Where an agent enters into a contract with a person who does not know or does not have reason to believe, that he or she is an agent, the principal may require the performance of the contract; but the other contracting party shall have, as against the principal, the same rights as he or she would have had against the agent, if the agent had been the principal.

(2) Where a principal discloses himself or herself before a contract is completed, the other contracting party may refuse to fulfil the contract, where that other contracting party can show that he or she would not have entered into the contract—

- (a) if he or she had known who the principal in the contract was;
or
- (b) if he or she had known that the agent was not a principal.

164. Performance of contract with agent acting as principal.

Where a person makes a contract with another, without knowledge or reasonable ground to believe, that the other is an agent, the principal, if he or she requires the performance of the contract, may only obtain the performance of the contract subject to the right and obligations subsisting between the agent and the other party of the contract.

165. Joint liability of agent and principal to a third party.

Where an agent is personally liable, a person dealing with the agent may hold the agent or principal or both of them liable.

166. Consequence of inducing agent or principal to act on belief that either will be held liable.

A person who enters into a contract with an agent and induces the agent to act upon the belief that only the principal shall be held liable or who induces the principal to act upon the belief that only the agent shall be held liable, shall not hold that agent or principal, as the case may be, liable afterwards.

167. Liability for fraudulently holding out as agent.

A person who fraudulently represents himself or herself as an authorised agent of another person and induces a third person to deal with him or her as the agent, is liable to compensate the third person in respect of any loss or damage incurred, where the alleged principal does not ratify the acts.

168. Person falsely contracting as agent not entitled to performance.

A person who holds out as an agent shall not be entitled to require the performance of a contract, where that person was not acting as an agent but on his or her own account.

169. Liability of principal inducing belief that unauthorised acts of agent were authorised.

Where an agent, without authority, does an act or incurs an obligation to a third person on behalf of a principal, the principal is bound by the act or obligation, where the principal by word or conduct induced the third person to believe that the act or obligation is within the scope of the authority of the agent.

170. Misrepresentation or fraud by agent.

(1) Misrepresentation made or fraud if committed by an agent acting in the course of business for a principal, has the same effect on an agreement made by the agent as if the misrepresentation or fraud had been made or committed by the principal.

(2) Misrepresentation made or fraud committed by an agent, in a matter which does not affect the authority of a principal, does not affect the principal.

171. Minister's power to amend Schedule.

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

172. Repeal.

The Contract Act is repealed.

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CURRENCY POINT

A currency point is equivalent to twenty thousand shillings.

Cross References

1. Constitution of Uganda
2. Contract Act, Cap. 73
3. Evidence Act, Cap. 6
4. Limitation Act, Cap. 80
5. Registration of Documents Act, Cap. 81

ACTS SUPPLEMENT

to The Uganda Gazette No. 32 Volume CIII dated 28th May 2010.

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

Act 8

Physical Planning Act

2010

THE PHYSICAL PLANNING ACT, 2010.

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THE PHYSICAL PLANNING ACT, 2010

An Act to provide for the establishment of a National Physical Planning Board; to provide for the composition, functions and procedure of the Board; to establish district and urban physical planning committees; to provide for the making and approval of physical development plans and for the applications for development permission; and for related matters.

DATE OF ASSENT: 28th April, 2010.

Date of commencement: See section 1.

BE IT ENACTED by Parliament as follows—

PART I—PRELIMINARY.**1. Commencement.**

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

2. Interpretation.

In this Act, unless the context otherwise requires—

- “advertisement” means any word, letter, device, model, sign, placard, board, notice or representation, whether illuminated or not, in the nature of and employed wholly or in part for the purpose of public communication and includes any hoarding or similar structure used or adapted for use for the display of the communication but does not include any communication displayed inside a building;
- “area action plan” means a local plan intended to address specific development planning problems of a specific area;
- “Board” means the National Physical Planning Board established by section 4;
- “building” means any structure or erection on, in or under any land and any part of any structure or erection of any kind whatsoever whether permanent, temporary or movable, and whether completed or uncompleted;
- “building operations” include any building or erection operations, rebuilding operations, structural alterations or additions to buildings and other similar operations and the making of access roads, railways, waterworks, sewerage and drainage works, electrical and telephone installations and any road works preliminary to, or incidental to, the erection of buildings;
- “building works” include waste materials, refuse and other matters deposited on land and reference to the erection or construction of building or works shall be construed accordingly;
- “court” means the High court;
- “currency point” has the value assigned to it in the First Schedule;
- “density of development” means the maximum amount of development permitted or the maximum number of persons permitted to reside, as the case may be, on any area of land;

“detailed plan” means a local physical development plan that operationalises the provisions of a structure plan;

“development” means—

- (a) the making of any material change in the use or density of any buildings or land or the subdivision of any land; and
- (b) the erection of such buildings or works and the carrying out of such building operations;

but does not include—

- (i) the carrying out of works for the maintenance of, improvement or other alteration of, or addition to, any building where such alteration or addition does not exceed ten percent of the floor area of the building measured on the date this Act becomes applicable to the area in which that building or land is situated;
- (ii) the carrying out by a competent authority of any works required for the construction, maintenance or improvement of a road, if the works are carried out on land within the road reserves;
- (iii) the carrying out by any local government or statutory body of any works for the purpose of inspecting, repairing or renewing any sewers, mains, pipes, cables or other apparatus, including breaking open of any street for that purpose and the installation of services by such local government or statutory body, where the local government or statutory body, within seven days, after completion of works carried out, restores the site to conditions that would not be injurious to users and the environment;

- “development application” means an application made under section 34 for permission to develop land;
- “development permission” means a development permission granted under section 33 by a local government to an applicant to develop land;
- “district physical planning committee” means a committee established under section 9;
- “district physical planner” means an officer responsible for physical planning in a district;
- “dwelling” means a building or any part or portion of a building, used or constructed, adapted or designed to be used for human habitation, as a separate tenancy or by one family only, whether detached, semi-detached, or separated by party walls or floors from adjoining buildings or part or portion of the same building together with such out-buildings as are reasonably required to be used or enjoyed;
- “enforcement notice” means a notice served by a local government under section 46 on an owner, occupier or developer of land, requiring that owner, occupier or developer to comply with provisions of that section;
- “existing building” or “existing works” means, respectively, a building or works erected, constructed or carried out before the date this Act becomes applicable to the area in which the building or works is situated, and includes a building or works, as the case may be, commenced before, but completed after that date;
- “head of the national physical planning department” means the head of the national department responsible for physical planning;
- “land” includes any land covered with water, and any buildings or other things permanently attached to land, and any interest or right of easement in, to or over land;

“local government” includes—

- (a) a district council;
- (b) a city council;
- (c) a city division council;
- (d) a municipal council;
- (e) a municipal division council;
- (f) a town council;
- (g) a sub county council;

“local council” includes a local government council and an administrative unit council;

“local physical development plan” means a plan for an area or part of an area of a city, municipal, town or urban council and includes a plan with reference to any trading centre, marketing centre or rural area;

“long-term plan” includes national, regional or district land use plans and urban structure plans, national, regional or district network plans for settlements, services, infrastructure and transportation;

“lower local government” includes a municipality, town, division and sub county council;

“Minister” means the Minister responsible for physical planning;

“national physical development plan” includes a land use plan, general or subject specific, developed to cover Uganda as a whole;

“owner” means a person holding land under leasehold, mailo, freehold or customary tenure system and includes a lessee, tenant, spouse and agent;

“physical planning committee” includes a district physical planning committee, urban physical planning committee and a division or local physical planning committee;

“regional physical development plan” means a physical development plan which covers more than one district;

“road” means any way open to the public for the circulation of vehicles which is maintained by the government or an administration and includes any street, square, court, alley, bridge, footway, path, passage or highway whether a thoroughfare or not;

“safeguarding area” means any area adjoining any land owned or occupied by the armed forces of Uganda which is declared by the Minister by notice in the *Gazette* to be a safeguarding area for the purposes of this Act;

“special planning area” means an area that has spatial, socio-economic, physical and development problems and potential and which is declared as such under section 24;

“structure plan” means a broad development framework of a given area showing the proposed use of the various parts of an area and translating national and regional planning principles and guidelines into land use proposals;

“subdivision” in relation to land means the dividing of land into two or more parts whether by conveyance, transfer or partition or for the purpose of sale, gift, lease or any other purpose;

“urban authority” includes a city, municipal, division and town council, declared as such under the Local Governments Act;

“urban physical planner” means an officer responsible for physical planning in an urban authority.

3. Declaration of planning area.

The entire country is declared a planning area and this Act shall apply to the entire country in all respects.

PART II—NATIONAL PHYSICAL PLANNING BOARD.

4. Establishment of the National Physical Planning Board.

(1) There is established a Board to be known as the National Physical Planning Board.

(2) The Board shall consist of nine members appointed by the Minister of whom five shall be persons not employed in the public service.

(3) The Board shall be a body corporate and shall have perpetual succession and a common seal and the seal shall be authenticated by the signature of the chairperson and the secretary.

(4) The Minister shall appoint the chairperson of the Board from among the members.

(5) The Minister shall appoint the members of the Board, on such terms and conditions as shall be specified in the instruments of appointment.

(6) In making appointments to the Board, the Minister shall take into consideration gender equity and appropriate technical qualifications of the appointees.

(7) The members of the Board shall elect one person from among their number to be the vice chairperson of the Board.

(8) The proceedings of the Board shall be in accordance with the Second Schedule.

5. Tenure of office of members of the Board.

(1) The members of the Board shall hold office for three years and are eligible for reappointment for one further term.

(2) A member appointed to the Board may at anytime before the expiry of his or her term, resign his or her office in writing signed by him or her, addressed to the Minister.

(3) A member may be removed from office by the Minister—

- (a) for inability to perform his or her functions;
- (b) if he or she is convicted of an offence involving fraud, dishonesty or moral turpitude;
- (c) if he or she is adjudged or otherwise declared to be an insolvent or bankrupt under any law in force in Uganda or elsewhere and has not been discharged;
- (d) for misbehaviour or misconduct; or
- (e) if he or she does not attend three or more consecutive meetings of the Board without showing in writing to the Minister, good cause for his or her absence.

(4) Where a member of the Board dies, resigns, or is removed from office, or for any other reason ceases to hold office before the expiration of his or her term of office, the Minister may appoint another person qualified to be appointed, to take his or her place and the person so appointed shall hold office until the expiration of the term of office of the member he or she is replacing.

6. Functions of the Board.

(1) The functions of the Board are—

- (a) to advise government on all matters relating to physical planning;
- (b) to hear and determine appeals lodged by persons or local governments aggrieved by the decision of any physical planning committees;

- (c) to determine and resolve physical planning matters referred to it by physical planning committees;
- (d) to advise the government on broad physical planning policies, planning standards and the viability of any proposed subdivision of urban or agricultural land;
- (e) to study and give guidance and recommendations on issues relating to physical planning which transcend more than one local government for purposes of co-ordination and integration of physical development;
- (f) to approve regional, urban or district physical development plans and recommend to the Minister national plans for approval;
- (g) to advise the Minister responsible for local governments on the declaration of town councils, town boards or upgrading of urban authorities;
- (h) to advise the Minister on the declaration of special planning areas;
- (i) to cause physical development plans to be prepared at national, regional, district, urban and sub county levels;
- (j) to monitor and evaluate the implementation of physical development plans;
- (k) to formulate draft planning policies, standards, guidelines and manuals for consideration by the Minister;
- (l) to ensure the integration of physical planning with social and economic planning at the national and local levels;

- (m) to exercise general supervisory powers over all lower planning committees such that they can seek guidance, set standards and take control; and
- (n) to foster co-ordination of physical planning related or interdisciplinary activities in the country in order to promote orderly and sustainable development of human settlements in rural and urban areas.

(2) In the absence of the Board, the Minister may perform the duties of the Board on the advice of the head of the national physical planning department.

Secretary to the Board

7. Secretary to the Board.

The head of the national physical planning department shall be the secretary to the Board.

8. Functions of the secretary.

(1) In addition to any other function conferred upon him or her by the Board, the secretary shall—

- (a) initiate draft national and regional physical development policies, guidelines and strategies for consideration by the Board;
- (b) be responsible for the preparation of all national, district and local physical development plans;
- (c) from time to time, initiate, undertake or direct studies and research into matters concerning physical planning;

- (d) advise the Uganda Land Commission on matters concerning alienation of land;
- (e) advise local governments on the most appropriate use of land, including land management such as change of user, extension of user, extension of leases, subdivision of land and amalgamation of land;
- (f) require local authorities to ensure the proper execution of physical development control and preservation orders; and
- (g) assist districts and lower local governments to prepare district and local physical development plans.

(2) The secretary may, in writing, delegate any of his or her functions under this Act, generally or specifically to any officer under him or her and may at any time revoke or vary the delegation.

(3) The delegation by the secretary under this section shall not be taken as having divested the secretary of all or any of his or her functions and the secretary may, if he or she thinks fit, perform such functions notwithstanding the delegation.

PART III—DISTRICT, URBAN AND LOCAL PHYSICAL PLANNING COMMITTEES

District physical planning committee

9. Establishment of district physical planning committee.

Each district council shall establish a district physical planning committee, which shall consist of—

- (a) the chief administrative officer of the district, who shall be the chairperson;
- (b) the district physical planner who shall be the secretary;
- (c) the district surveyor;

- (d) the district roads engineer;
- (e) the district education officer;
- (f) the district agricultural officer;
- (g) the district water engineer;
- (h) the district community development officer;
- (i) the district medical officer;
- (j) the clerks of all urban and town councils within the district;
- (k) the district environment officer;
- (l) the natural resources officer; and
- (m) a physical planner in private practice appointed by the council on the advice of the secretary to the Board.

10. Functions of district physical planning committee.

The functions of a district physical planning committee are—

- (a) to cause to be prepared local physical development plans, through its officers, agents or any qualified physical planners;
- (b) to recommend to the Board development applications for change of land use;
- (c) to recommend to the district council subdivision of land which may have a significant impact on contiguous land or be in breach of any condition registered against a title deed in respect of such land;
- (d) to approve development applications relating to housing estates, industrial location, schools, petrol stations, dumping sites or sewerage treatment, which may have injurious impact on the environment as well as applications in respect of land adjoining or within a reasonable vicinity of safeguarding areas;

- (e) to hear appeals lodged by persons aggrieved by decisions made by the district physical planner and lower local physical planning committees under this Act;
- (f) to ensure the integration of physical planning into the three year integrated development plan of the district;
- (g) to exercise supervisory powers over all lower planning committees;
- (h) to ensure integration of social, economic and environmental plans into the physical development plans.

Urban physical planning committees

11. Establishment of urban physical planning committees.

Each urban authority or city shall establish an urban physical planning committee which shall consist of—

- (a) the town clerk, who shall be the chairperson;
- (b) the urban physical planner, who shall be the secretary;
- (c) the city, municipal or town engineer;
- (d) the district environmental officer;
- (e) a land surveyor;
- (f) an architect; and
- (g) a physical planner in private practice appointed by the council on the advice of the town clerk.

12. Functions of an urban physical planning committee.

The functions of the urban physical planning committee are—

- (a) to cause to be prepared urban and local physical development plans and detailed plans;
- (b) to recommend development applications to the Board for change of land use;

- (c) to recommend to the urban council, subdivision of land which may have significant impact on contiguous land or be in breach of any condition registered against a title deed in respect of such land;
- (d) to determine development applications relating to industrial location, dumping sites or sewerage treatment which may have injurious impact on the environment as well as applications in respect of land adjoining or within a reasonable vicinity of safeguarding areas; and
- (e) to hear and determine appeals made against decisions of the urban physical planner or subordinate local authorities.

Local physical planning committees.

13. Sub county councils to constitute local physical planning committee.

A sub county council shall constitute the local physical planning committee.

14. Functions of local physical planning committees.

A local physical planning committee shall be responsible for—

- (a) initiating the preparation of local physical development plans;
- (b) recommending local physical development plans to the district physical planning committee for consideration;
- (c) recommending to the district physical planning committee the approval of local physical development plans;
- (d) implementing structure plans, in close consultation with the district physical planner; and
- (e) implementing, in close consultation with the district physical planner, detailed plans and area action plans which shall address the matters specified in the Third Schedule.

*General***15. Co-opting members to the district, urban or local physical planning committee.**

(1) A district, urban or local physical planning committee may co-opt any person it considers necessary, to assist it in its deliberations.

(2) A person co-opted to a district, urban or local physical planning committee shall not have a right to vote at the meetings of the committee.

16. Proceedings of physical planning committees.

(1) At every meeting of a district, urban or local physical planning committee, the quorum shall be one third of all the members of the committee.

(2) All decisions of the committee shall be taken by a vote of the majority of the members present and voting, and in the case of an equality of votes, the chairperson or the person presiding shall have a casting vote.

(3) A physical planning committee shall meet at least once in every three months.

(4) A member of a physical planning committee shall not take part in the deliberation of any matter of which he or she is directly interested or concerned with.

17. Record of proceedings of the committees.

(1) The secretary to a district, urban or local physical planning committee shall keep a record of the proceedings of the committee.

(2) The record of proceedings of a district, urban or local physical planning committee may be inspected and copies may be made at the office of the secretary to the committee upon payment of the prescribed fee.

(3) The record of proceedings of a district urban or local physical planning committee shall be submitted to the head of the national physical planning department.

PART IV—PHYSICAL DEVELOPMENT PLANS.

18. Physical development plans.

(1) The physical development plans shall be—

- (a) the national physical development plan;
- (b) regional physical development plans;
- (c) district physical development plans;
- (d) urban physical development plans; and
- (e) local physical development plans.

(2) The national physical development plan shall be the largest physical development plan and all other physical development plans shall conform to the national physical development plan.

(3) Every physical development plan shall conform to a physical development plan made by a higher body.

*National and regional physical development plans***19. National and regional physical development plans.**

(1) The national and regional physical development plan shall be prepared by the Board in respect of any area for the purpose of improving that area and providing for proper physical development.

(2) In the preparation of the national and regional physical development plan, the Board shall take into account the securing of suitable provision for agricultural development, infrastructure, industrial development, environmental protection, natural resource management, urbanisation, human settlements conservation, tourism, the matters specified in the Fourth Schedule and other relevant matters.

(3) For the purposes of this section, a national or regional physical development plan may provide for planning, re-planning, or reconstructing the whole or part of the area comprised in the plan, and for controlling the order, nature and direction of development in the area.

20. Public display of physical development plans.

(1) Upon the completion of a draft national or regional physical development plan, the Board shall publish a notice in the *Gazette* and in any other manner as it considers expedient, inviting the public to inspect the draft plan at the place and time specified in the notice.

(2) The notice published under subsection (1) shall request any interested person who wishes to make any representations against, or objections to the draft plan, in writing or through an open hearing, to write to the Board within ninety days after the date of the first publication of the notice or by a date specified in the notice.

(3) The Board may at its discretion accept or reject the representations or objections to the plan, and shall within thirty days after accepting or rejecting the representation or objection, notify the person making the representation or objection in writing accordingly, and shall give reasons in the case of a rejection.

(4) The Board may dispense with or reduce the ninety day period for displaying of a physical development plan.

(5) A person aggrieved by a decision of the Board may appeal to the court against the decision.

21. Approval of national and regional physical development plans.

(1) Where after the expiration of the ninety days specified in the public notice under section 20, no representations against, or objections to, the plan have been made, or after the representations and objections have been dealt with in accordance with this Act, the Board shall certify the plan in triplicate and recommend the plan to the Minister for approval.

(2) The Minister may approve any national or regional physical development plan without, or subject to, any conditions or modifications as he or she may consider necessary.

(3) Where the Minister refuses to approve a national or regional physical development plan, the Minister may require the Board to prepare a new plan taking into account the modification he or she has proposed.

22. Publication of approved national and regional physical development plans.

(1) The Board shall, within fourteen days after the Minister approves a national or regional physical development plan, publish in the *Gazette*, a notice stating that the plan has been approved with or without modifications and that it may be inspected during normal working hours at the places and times specified in the notice.

(2) An approved national or regional physical development plan published under subsection (1) shall have full force and effect in the area to which it relates, and every person shall comply with the requirements of the approved plan.

(3) No development shall take place on any land within the area to which the plan relates, unless it is in conformity with the approved plan.

23. Amendment of approved national and regional physical development plans.

(1) Subject to this section, the Board may submit to the Minister, in the prescribed manner, proposals for the revocation or modification of an approved national or regional physical development plan where—

- (a) there are practical difficulties in the execution or enforcement of the approved plan; or
- (b) there has been a change in the circumstances since the plan was approved.

(2) The Board shall publish in the *Gazette* a notice of the proposed modification or alteration of the approved plan, stating the period within which representations or objections to the proposed modification or alteration may be made to the board.

(3) Where, after the expiration of the period specified in the notice under subsection (2), no representations or objections have been made, the Board shall submit the proposed modification or alteration of the approved plan to the Minister for his or her approval.

(4) Where objections are made to the alteration of the plan, the Board shall, within thirty days hold a hearing and invite the person making the objection to present his or her objections before the Board, and the Board shall determine the matter.

(5) The Minister may approve or refuse to approve the proposed alteration or modification of the approved plan.

(6) Where the proposed alteration or modification is approved by the Minister, the approved plan shall be published in accordance with section 24.

24. Special planning areas.

(1) The Minister may, on the recommendation of the Board, by statutory instrument, declare an area with unique development potential or problems, a special planning area for the purposes of preparation of a physical development plan.

(2) Subject to subsection (3), the Minister may, by statutory instrument, suspend for a period of not more than two years, any development the Minister thinks necessary in a special planning area until the physical development plan in respect of such area has been approved.

(3) The Board shall prepare a special planning area physical development plan in accordance with sections 20, 21, 22 and 23.

(4) The Board may dispense with or reduce the ninety day period for displaying a draft plan.

(5) A person who makes a development in contravention of subsection (2) commits an offence and is liable on conviction to a fine not exceeding forty eight currency points or imprisonment not exceeding two years, or both.

District, urban and local physical development plans

25. District, urban and local physical development plans.

(1) A district urban and sub-county physical committee shall cause to be prepared a district urban physical development plan.

(2) The secretary to the Board may, at the request and cost of a local government through the district physical planning committee, urban physical planning committee or sub county planning committee, prepare—

- (a) a district physical development plan;
- (b) a city, municipality or town physical development plan; or
- (c) a sub county physical development plan.

(3) A physical development plan prepared under this section shall be presented and discussed by the appropriate committee and if adopted, it shall be presented to the appropriate local government council.

(4) A local physical development plan adopted by the district physical planning committee shall be submitted to the district council for approval.

(5) A district physical development plan shall be submitted to the board for approval upon payment of the prescribed fee.

(6) A city, municipality, or town council physical development plan adapted by the respective physical planning committee shall be submitted to the Board upon payment of the prescribed fee.

(7) A local physical development plan adopted by a sub-county council shall be transmitted to the district physical planning committee and the district council for approval.

26. Contents of district, urban and local physical development plans.

A district, urban and local physical development plan shall consist of—

- (a) a topographical survey in respect of the area to which the plan relates, carried out in the prescribed manner;
- (b) maps and descriptions as may be necessary to indicate the manner in which the land in the area may be used, having regard to the requirements set out in the Fifth Schedule, in relation to a district or local physical development plan;
- (c) a technical report on the conditions, resources and facilities in the area;

- (d) a statement of policies and proposals with regard to the allocation of resources and the locations for development within the area;
- (e) a description and analysis of the conditions of development in the area as may be necessary to explain and justify the statement of policies and proposals;
- (f) relevant studies and reports concerning the physical development of the area;
- (g) maps and plans showing present and future land use and development in the area; and
- (h) any other information as the Board and the committee may deem necessary.

27. Public display of district, urban and local physical development plans.

(1) Upon the completion or receipt of a draft district, urban or local physical development plan, the committee shall publish a notice in the *Gazette* and in any other manner as it considers expedient, inviting the public to inspect the draft plan at a place and time specified in the notice.

(2) The notice published under subsection (1) shall request any interested person who wishes to make any representations against, or objections to the plan, in writing or through an open hearing, to write to the committee within ninety days after the date of publication of the notice, or a date specified in the notice.

(3) The committee may accept or reject the representations or objections to the plan, and shall within thirty days after accepting or rejecting the representation or objection, notify, in writing, the person making the representation or objection and shall give reasons in the case of rejection.

(4) A person aggrieved by a decision of the committee may appeal in writing to a higher physical planning committee, Board or to the court, against the decision.

28. Approval of district, urban and local physical development plans.

(1) Where, after the expiration of the ninety days specified in the notice under section 27, no representations against, or objections to, the plan have been made to the board, or where such representations and objections are dealt with in accordance with this Act, the Board shall approve the plan.

(2) A physical development plan approved under subsection (1) shall not be altered in any manner without the prior written authorisation of the district physical planning committee.

29. Publication of approved district, urban and local physical development plans.

The Board shall, within fourteen days after approving a district, urban or local physical development plan, publish a notice in the *Gazette*, specifying whether or not the respective plan has been approved, with or without modification, and specifying the place and time where it may be inspected during normal working hours.

30. Modification of district and urban physical development plans.

(1) Subject to this section, a district or urban physical planning committee may, with the approval of the relevant local government council, and in the prescribed manner, submit proposals to the board for the alteration or modification of an approved district or urban physical development plan, upon payment of the prescribed fee, where—

- (a) there are practical difficulties in the execution or enforcement of the approved plan; or
- (b) there has been a change of circumstances since the plan was approved.

(2) A local physical planning committee may, with the approval of the local government council, submit to the urban or district physical planning committee, proposals for the amendment or modification of an approved local physical development plan.

(3) The Board or committee shall publish in a daily newspaper with wide circulation, a notice of the proposed alteration or modification of the approved plan, stating the period within which representations or objections to the proposed modification or alteration may be made in writing or at a public hearing to be convened on a specified date.

(4) If, after the expiration of the period specified in the notice, no representations or objections have been made, the Board or committee shall consider the proposed modification or alteration of the approved plan and determine the matter.

(5) Where objections are made to the alteration or modification of the plan, the Board or committee shall, within thirty days, hold an open hearing and invite the person making the objection to present his or her objections before the Board or committee, and the Board or committee shall determine the matter.

(6) The Board may approve the proposed alterations with or without conditions.

(7) Where the Board approves the proposed alteration or modification of the approved plan, the Board shall publish a notice of the approval in the *Gazette*.

31. Private local physical development plans.

(1) A land owner shall use the services of a qualified planner to prepare a local physical development plan which shall be submitted to the local physical planning committee for adoption with or without modification.

(2) A plan prepared under this section shall be processed in accordance with sections 26, 27, 28, 29 and 30.

(3) A land owner may submit to the local physical planning committee, proposals for the amendment or modification of an approved local physical development plan in respect of his or her land, where—

- (a) there are practical difficulties in the execution or enforcement of the approved plan; or
- (b) there has been a change of circumstances since the plan was approved.

(4) The local physical planning committee may waive the time frame required under subsection (2), for public display.

PART V—CONTROL OF DEVELOPMENT.

32. Powers of local physical planning committee.

Subject to this Act, each local physical planning committee of a lower local government shall have power—

- (a) to prohibit or control the use and development of land and buildings in the interests of the proper and orderly development of its area;
- (b) to control or prohibit the consolidation or subdivision of land or existing plots;
- (c) to ensure the proper execution and implementation of approved local physical development plans;
- (d) to initiate formulation of by-laws to regulate physical development; and
- (e) to ensure the preservation of all land planned for open spaces, parks, urban forests and green belts, environmental areas, social and physical infrastructure and other public facilities, in accordance with the approved physical development plan.

33. Development permission.

(1) A person shall not carry out a development within a planning area without obtaining development permission from a physical planning committee.

(2) A person who contravenes subsection (1) commits an offence and is liable on conviction to a fine not exceeding forty eight currency points or imprisonment not exceeding two years or both.

(3) Any dealings in connection with any development in respect of which an offence is committed under this section shall be null and void and that development shall be discontinued.

(4) Notwithstanding subsection (3), a local government physical planning committee shall require a developer to restore the land on which a development is made without permission, as much as possible, to its original condition.

34. Application for development permission.

(1) An application for development permission shall be in form P.P.A.1 set out in the Sixth Schedule.

(2) The application shall be made to the relevant local government which shall then forward the application to the relevant physical planning committee.

(3) A physical planning committee shall, when considering a development application submitted to it under this section—

- (a) be bound by any approved relevant regional or local physical development plan;
- (b) have regard to the health, amenities and conveniences of the community generally and to the proper planning and density of development and land use in the area;
- (c) have regard to any comments received from the physical planner or authorities;
- (d) in the case of a leasehold, have regard to any special conditions stipulated in the lease.

35. Non conformity of land for development.

Where in the opinion of a local physical planning committee, an application in respect of development, change of user, subdivision or consolidation of land has an impact on adjacent land or does not conform to any conditions registered against the title of the property, the committee shall, at the expense of the applicant, publish the notice of the application in the *Gazette*, in a manner it thinks expedient.

36. Subdivision or consolidation of land.

(1) Land within the area of a local government shall not be subdivided or consolidated, except in accordance with the approved local physical development plan relating to that area.

(2) The subdivision or consolidation plan in relation to any land shall be prepared by a qualified physical planner and the plan shall be subject to approval as specified in section 38.

(3) An application for the sub division or consolidation of land shall be in form P.P.A. 2 in the Seventh Schedule.

(4) The committee shall serve copies of the application on every owner or occupier of the property adjacent to the land to which the application relates and to any other persons as the local physical planning committee may think fit.

(5) Where the local physical planning committee receives any objection to, or representation in connection with an application made under subsection (3), the local physical planning committee shall notify the applicant of the objections or representations and shall, before the application is determined, accord the applicant an opportunity to make representations in response to the objections or representations.

(6) A local physical planning committee may recommend, with or without modifications and subject to conditions as it may think fit, or refuse to recommend an application made under subsection (3).

(7) A person aggrieved by a decision of the local physical planning committee under this section may appeal in writing to a higher physical planning committee.

37. Environmental impact assessment.

Where a development application relates to matters that require an environmental impact assessment to be carried out, the approving authority or physical planning committee may grant preliminary approval of the application subject to the applicant obtaining an environmental impact assessment certificate in accordance with the National Environment Act.

38. Approval or refusal of development permission.

(1) Subject to section 34, a local planning committee may, in respect of a development application—

- (a) grant an applicant, development permission in the form specified in the Seventh Schedule, with or without conditions; or
- (b) refuse to grant an applicant development permission.

(2) The physical planning committee shall, within thirty days after making a decision, notify the applicant in form P.P.A. 3 set out in the Eighth Schedule, of its decision and shall specify the conditions, if any, attached to the development permission granted, or in the case of refusal to grant the permission, the grounds for refusal.

(3) A person aggrieved by the decision of the local physical planning committee may appeal in writing to a higher physical planning committee.

39. Deferment of application for development permission.

(1) A physical planning committee may, if it thinks expedient, by notice of deferment served on the applicant, in the prescribed manner, defer consideration of the application for development permission for a given period and for reasons specified in the deferment notice.

(2) The notice of deferment of an application for development permission shall be in form P.P.A. 3 in the Eighth Schedule.

(3) A person aggrieved by the decision of the local physical planning committee may appeal in writing to a higher physical planning committee.

40. Application for development permission in areas without approved physical development plans.

(1) An application for development permission in an area where there is no approved physical development plan shall be submitted to the local physical development committee for consideration.

(2) The local physical development committee may approve the application but where the application covers matters of a national character, the committee shall refer the application to the Board.

(3) A person aggrieved by the decision of the Board may appeal to the court.

PART VI—FINANCIAL PROVISIONS.

41. Financial resources of the Board.

The funds and resources of the Board shall consist of—

- (a) monies appropriated by Parliament for enabling the Board to perform its functions;
- (b) grants from government;
- (c) any donations or grants received from sources within or outside the country;
- (d) any sums which may in any manner become payable to or vested in the board under this Act or any other written law; and
- (e) any monies accruing to the Board in the course of the discharge of its functions.

42. Accounts and financial management.

The accounts and finances of the Board shall be managed in accordance with the Public Finance and Accountability Act, 2003.

43. Audit.

The accounts of the Board shall be audited by the Auditor General in accordance with article 163 of the Constitution.

PART VII—GENERAL PROVISIONS.

44. Finances of physical planning committees.

All activities of the physical planning committees shall be financed by the local government finances.

45. Registration of documents.

The registrar of documents shall not register a document relating to the development of land under the Registration of Documents Act, unless development permission, in respect of the development, is granted as required under this Act.

46. Enforcement notice.

(1) A local physical planning committee shall serve an enforcement notice on an owner, occupier or developer of land, in the form specified in the Ninth Schedule, where the committee is satisfied that the development of land has been or is being carried out, without the required development permission, or that any of the conditions of development permission granted under this Act have not been complied with.

(2) The enforcement notice shall specify a period within which the owner, occupier or developer shall comply with the notice.

(3) Upon the service of an enforcement notice under this section, any development in respect of the land to which the enforcement notice relates shall be discontinued.

(4) An owner, occupier or developer of land on whom an enforcement notice is served may, within the time specified in the notice for complying with the notice, appeal against the notice to the next higher physical planning committee.

(5) Where an appeal is lodged under this section, the enforcement notice shall be stayed pending the determination of the appeal.

47. Supplementary provisions relating to enforcement.

(1) Where, within the period specified in the enforcement notice or within a further period as the local physical planning committee may determine, any measures required to be taken other than discontinuance of use of the land, are not taken, the local government may enter on the land and take those measures.

(2) Where the local government enters on the land under subsection (1), the local government may, without prejudice to any penalties that may be imposed or any other action that may have been taken under this Act, recover from the person on whom the enforcement notice is served by way of a suit, any expenses reasonably incurred by the local government in connection with the taking of those measures.

(3) An owner, occupier or developer who has not lodged an appeal under section 48 shall not be entitled to question the validity of any action taken by the local physical planning committee under subsection (1) on any grounds that may have been raised in the appeal.

(4) Where a local physical planning committee has taken action in accordance with subsection (1), anything removed by the committee from the land in pursuance of that action shall, unless the owner claims and removes it within thirty days, be sold and the proceeds, after deduction of any expenses reasonably incurred by the local government in connection with the action and sale, shall be remitted to the owner, occupier or developer.

(5) A person who obstructs, or otherwise interferes with, a local physical planning committee in the execution of its functions under subsection (1) commits an offence and is liable on conviction to a fine not exceeding forty eight currency points or imprisonment not exceeding two years or both.

PART VIII—MISCELLANEOUS

48. Appeals.

(1) A person aggrieved by a decision of a sub county physical planning committee may within sixty days after the decision, appeal in writing to the district physical planning committee.

(2) A person aggrieved by the decision of a district physical planning committee or an urban physical planning committee may, within thirty days after the decision, appeal in writing to the Board.

(3) A person aggrieved by a decision of the Board may within thirty days after the decision appeal to the High court.

(4) Subject to subsection (3), the relevant physical planning board may reverse, confirm or vary the decision appealed against and may make such order as it thinks necessary or expedient to give effect to its decision.

(5) Where a decision is reversed by the Board or physical planning committee, who shall, before making any order under subsection (4), give a physical planner an opportunity of making representations as to any conditions or requirements which in his or her opinion ought to be included in the order, and shall also afford the appellant an opportunity to respond to the representations.

49. Exemption from liability for acts done in good faith.

A member of the Board or a public officer shall not be liable for any act or omission done or omitted to be done by him or her in good faith in the discharge of his or her functions under this Act.

50. Minister's general powers.

The Minister may give directives on policy in order to ensure compliance with this Act.

51. Disposal of land, extension of lease, etc

(1) Subject to any other law relating to the administration of land, no subdivision, consolidation, renewal or extension of a lease of any land shall be effected without approval by the relevant physical planning committee.

(2) An application for approval under this section shall be in form P.P.A. 1 set out in the Sixth Schedule.

(3) The physical planning committee shall, when considering an application under this section, have regard to the relevant physical development plan.

52. Access to records.

The secretary to the Board, a physical planner or a local physical planning committee may demand the production of, and make extracts from, all registers or other records or any deeds or instruments belonging to, or in the custody or possession of any public officer, which contain particulars of any land or property affected by any physical development plan.

53. Secrecy.

(1) The Official Secrets Act Cap. 302 shall apply to information obtained under this section.

(2) Any information obtained by the Board, the secretary, a physical planner or a local physical planning committee under section 52 shall be treated in confidence and shall not be divulged to any other person, except by an order of court in connection with any legal proceedings.

54. Service of notice.

A notice or order made or issued under this Act shall be in writing and shall be served on every concerned person or his or her agent and shall be taken to have been sufficiently served if it is left at the last known postal, residential or business address of that person or if it is sent by registered post, addressed to that person, in which case the notice or order shall be taken to have been received by the person in the ordinary course of post.

55. Power of entry.

(1) Subject to subsections (2) and (3), a person authorised in writing by the Board, the head of the national physical planning department, a district physical planner, or a local physical planning

committee, shall have the right to enter upon any land or premises at all reasonable times with vehicles, materials and instruments to do all acts as are necessary for or incidental to the exercise of the powers conferred, or the performance of the duties imposed, by this Act.

(2) Entry under this section shall not be made unless a notice of entry is served on the owner, occupier or developer of the land or premises.

(3) A person shall not enter upon any land or premises until after the expiration of forty-eight hours after serving a notice of entry on the owner, occupier or developer of the land or premises.

(4) Subject to subsection (5), the owner or occupier of any land or premises affected by the exercise of a right of entry under this section shall be entitled to compensation for any damage caused by the entry upon his or her land or premises.

(5) A person who hinders or obstructs an authorised person from the exercise of powers conferred under this Act, commits an offence and is liable on conviction to a fine not exceeding twenty four currency points or imprisonment not exceeding one year or both.

56. Preservation of buildings of special architectural value or historic interest.

Subject to the Historical Monuments Act, Cap. 46 the Board may, after consultation with the commissioner in charge of antiquities, serve on the owner or occupier of a building which in the opinion of the Board is of special architectural value or historic interest, an order prohibiting the demolition, alteration or extension of that building.

57. Penalty for giving false information.

A person who knowingly makes a false statement or gives false information in respect of an application or appeal under this Act, commits an offence and is liable on conviction to a fine not exceeding twenty four currency points or imprisonment not exceeding one year or both.

58. Publication of notices.

Every notice required to be published in the *Gazette* under this Act, except the notices published under sections 46 and 54, shall also be published in at least two local daily newspapers, one in English and one in a local language relevant to the affected district and shall be displayed at the offices of the relevant local government.

59. Minister's power to amend Schedules.

(1) Subject to subsection (2), the Minister may by statutory instrument amend the Schedules.

(2) The Minister shall not amend the First Schedule under this section without the approval of Cabinet.

60. Regulations.

(1) The Minister may, by statutory instrument, make regulations for giving full effect to the provisions of this Act and, in particular, for prescribing anything required or authorised by this Act to be prescribed.

(2) Regulations made under this section may prescribe penalties not exceeding twenty four currency points or imprisonment not exceeding one year for the contravention of offences under the Regulations.

61. Repeal and savings.

(1) The Town and Country Planning Act, Cap. 246 is repealed.

(2) An approval for development granted under the Town and Country Planning Act, Cap. 246 before the commencement of this Act, shall be taken to be development permission granted under this Act.

(3) Subsection (2) applies only where the development in respect of which the approval was given, was commenced before the coming into force of this Act.

(4) A statutory instrument made under the Town and Country Planning Act, Cap. 246 shall continue in force if it is not inconsistent with this Act, until it is revoked or until Regulations are made under this Act.

FIRST SCHEDULE.

S. 2

Currency Point

A currency point is equivalent to twenty thousand shillings.

SECOND SCHEDULE

S. 4

PROCEEDINGS OF THE BOARD

1. Meetings of the Board

(1) The chairperson shall convene every meeting of the Board at times and places as the Board may determine, and the Board shall meet for the discharge of business at least once in every three months.

(2) The Chairperson may, at any time, convene a special meeting of the Board and shall also call a meeting within fourteen days, if requested to do so in writing by at least four members of the Board.

(3) Notice of a board meeting shall be given in writing to each member at least fourteen working days before the day of the meeting.

(4) The chairperson shall preside at every meeting of the Board and in the absence of the chairperson, the members present shall elect one of their number to preside at that meeting.

2. Quorum.

(1) The quorum for a meeting of the Board is six members.

(2) All decisions at a meeting of the Board shall be by a majority of the votes of the members present and voting and in case of an equality of votes, the person presiding at the meeting shall have a casting vote in addition to his or her deliberative vote.

3. Minutes of meetings.

(1) The secretary shall cause to be recorded and kept, minutes of all meetings of the Board, in a form approved by the Board.

(2) The minutes recorded under this paragraph shall be submitted to the Board for confirmation at its next meeting following that to which the minutes relate and when so confirmed, shall be signed by the chairperson and the secretary in the presence of the members present at the latter meeting.

4. Power to co-opt.

(1) The Board may invite any person who, in the opinion of the Board, has expert knowledge concerning the functions of the Board, to attend and take part in the proceedings of the Board.

(2) A person attending a meeting of the Board under this section may take part in any discussion at the meeting on which his or her advice is required but shall not have any right to vote at that meeting.

5. Validity of proceedings not affected by vacancy.

The validity of any proceedings of the Board shall not be affected by a vacancy in its membership or by any defect in the appointment or qualification of a member or by reason that a person not entitled, took part in its proceedings.

6. Disclosure of interest of members.

(1) A member of the Board who is in any way directly or indirectly interested in any matter to be considered by the Board, shall disclose the nature of his or her interest at a meeting of the Board.

(2) A disclosure made under subparagraph (1) shall be recorded in the minutes of that meeting.

(3) A member who makes a disclosure under subparagraph (1) shall not—

- (a) be present during any deliberation of the Board, with respect to that matter; or
- (b) take part in any decision of the Board, with respect to that matter.

(4) For purposes of determining whether there is a quorum, a member withdrawing from a meeting or who is not taking part in a meeting under subparagraph (3) shall be treated as being present.

7. Board may regulate its procedure.

Subject to this Act, the Board may regulate its own procedure or any other matter relating to its meetings.

THIRD SCHEDULE

S. 14

DETAILED PLANS AND AREA ACTION PLANS

A detailed plan and an area action plan shall address the following—

- (a) treatment of a particular planning aspect like residential, transportation, water supply, sewerage, in part or as part of a long-term plan;
- (b) advisory or subdivision plans, indicating permitted subdivision, use and density of development;
- (c) an assessment of immediate land requirement to accommodate specific population needs as they arise;
- (d) detailed allocation of the land requirements to various land uses taking into account compatibility of adjoining land uses and conforming to the existing physical development plan proposals for the area.

FOURTH SCHEDULE

S. 19

MATTERS TO BE DEALT WITH IN NATIONAL AND REGIONAL
PHYSICAL DEVELOPMENT PLANS

PART I—ANALYSIS

1. Population growth, distribution and movement.
2. Land potential, including distribution of agricultural land potential, the relative values, population and land imbalance, land tenure, land use and other natural resource endowments.
3. Employment and incomes, including characteristics of employment, income distribution, the labour force, potential of the informal sector and their locations.
4. Human settlements, including distribution of existing services, growth and pattern of urbanization cause of rural-urban migration.
5. Matters affecting more than one district which require central government co-ordination.

PART II—PLAN PROPOSALS

6. Alternative development patterns, including rural development, urban development and interrelations between urban and rural development.
7. Strategies for human settlements in the area, including development of service centres, growth centres, transport and communication networks and rural development.

PART III—IMPLEMENTATION

8. The sector approach to development and measures for implementation and co-ordination in these sectors, namely industrial development, housing, transportation, health services, education, water supply, sewerage, electricity supply and environment.

PART IV—CONTENTS OF NATIONAL AND REGIONAL PHYSICAL DEVELOPMENT PLANS

9. A national or regional physical development plan, in relation to an area, shall consist of—

- (a) a technical report on the conditions, resources and facilities in the area;
- (b) a statement and proposals with regard to the allocation of resources and locations for development within the area;
- (c) a description and analysis of the conditions of development in the area as may be necessary to explain and justify the statement of policies and proposals;
- (d) relevant studies and reports concerning physical development of the area.

FIFTH SCHEDULE

S. 26

MATTERS TO BE DEALT WITH IN DISTRICT, URBAN AND LOCAL
PHYSICAL DEVELOPMENT PLANS

1. Every district, urban or local physical development plan, shall have for its general purpose, orderly, coordinated, harmonious and progressive development of the area to which it relates in order to promote health, safety, order, amenity, convenience and general welfare of all its inhabitants, as well as efficiency and economy in the process of development and improvement of communication.

2. Classification of the plan area for residential, commercial, industrial and agricultural development, infrastructure, environmental protection, natural resource management, urbanisation, human settlements conservation, tourism and other purposes, including the provision of special areas for industries generally, or for shops, warehouses, stores, stables, and other buildings used for commercial and industrial purposes and fixing the sites for buildings required for any of the purposes referred to in paragraph 1 and for public and private open spaces, and prohibiting the carrying on of any trade or manufacture, or the erection of any building, in a particular part of the area, otherwise than in accordance with the plan.

3. The area to which the plan is to apply.

4. The basis for disposing of land acquired, or to be acquired under the plan by a local government or relevant authority.

5. The re-planning and reconstruction of the plan area, including any provisions necessary for—

- (a) the pooling of the lands of several owners, (or any lands, roads, streets, or right-of-way adjacent or near the plan area) and the re-distribution of that land among the owners;
- (b) providing for or making new roads, streets, or rights-of-way;
- (c) adjusting and altering the boundaries, areas, shapes, and positions of any land, road, street, or right-of-way;

- (d) effecting exchanges of land or cancellation of existing subdivision as may be necessary or convenient for giving effect to this paragraph;
 - (e) adjustment of rights between owners or other persons interested in land, roads, streets, or rights-of-way.
6. Determining the type and density of development generally or in any particular locality.
 7. Conservation of the natural beauty of the area, including lakes and other inland waters, banks of rivers, hill-sides and summits and valleys.
 8. Conservation and enhancement of historic buildings and objects of architectural, archaeological, historical or scientific interest.
 9. Probable routes for railways and canals, probable sites for bridges, docks, harbours, piers, quarries, power-lines, telecommunication; water drainage and sewerage; or any other work or undertaking of public utility.
 10. Works ancillary to or consequent to the plan.
 11. The closure or variation of any right-of-way or easement, public or private or of any restrictive covenants affecting land.
 12. The power of entry and inspection.
 13. The basis for the local government to acquire land or buildings or to make any agreement or proposal in respect of this.
 14. The basis for the local government to remove, alter or demolish and to prohibit, regulate and control the maintenance, alteration and reconstruction of any building which obstructs the observance or carrying out of the plan.
 15. The basis for the local government to declare any land referred to in the plan as land reserved for streets to be public streets.
 16. The basis for the local government to execute street works on land referred to in the plan as land reserved for streets and incidental works upon adjacent land.

17. The basis for the local government to fix building lines not shown on the map illustrating the plan.
18. The power of the local government to permit buildings in advance of building lines fixed by the plan.
19. The basis for the local government to fix improvement lines for existing streets and buildings.
20. The recovery of expenses incurred in giving effect to the plan, and the time and manner of payment of such expenses.
21. The implementation of the plan generally, and particularly the time and manner in which, and the person and authorities by whom or by which the plan, or any part of the plan, shall be carried out and completed and its observance ensured.
22. Potential of given areas and comparative advantage of alternative approaches to development.
23. Any matter necessary or incidental to the district, urban or local physical development plan.

SIXTH SCHEDULE

Form. P.P.A.1

Ss. 34, 51

THE PHYSICAL PLANNING ACT, 2008

APPLICATION FOR DEVELOPMENT PERMISSION*

Application No.....of 20...

To
(Insert name and address of the appropriate Planning Office)

I/We hereby apply for permission to develop the land and/or building as described in this application and on the attached plans and/or drawings/photographs.

SECTION A- GENERAL INFORMATION

- 1. Owner’s name and address
- 2. Applicant’s name and address
- 3. Nature of interest in land (Registered owner, lessee, tenant by occupancy, sub lessee, customary tenant)
- 4. (a) Block, plot number and location.
 (b) District, sub county, parish, town and street/road
- (c) Acreage
- 5. If an application was previously submitted, state the registered number of application.....
- 6. The purpose for which land or building is now used. If not used, the purpose for which and the date on which they were last used
- 7. Does the development require the construction of a new or an alternative of an existing means of access to or from a road?

- 8. The method of—
 - (a) water supply is.....
 - (b) sewerage disposal is.....
 - (c) surface water disposal is.....
 - (d) refuse disposal is.....

- 9. Describe briefly the proposed development including the purpose for which land or buildings are to be used

- 10. If the proposed development consists only of a change of use and does not involve building operations, state the exact nature of such change

- 11. If the site abuts a road junction, give details and height of any proposed walls, fence, etc, fronting thereon

Note: Drawing and specifications must be prepared and signed by a qualified physical planner.

SECTION B- EXTENSION OF LEASE OR USE OR CHANGE OF USER

State whether there is an extension of lease or use or whether there has been a change of user if the land is on lease, and the period of extension
.....
.....

SEVENTH SCHEDULE

Form. P.P.A. 2

APPLICATION FOR SUBDIVISION/CONSOLIDATION OF LANDS AND BUILDINGS.

Application No.....of 20...

To
(Insert name and address of the appropriate Planning Office)

- 1. Owner's name and address
- 2. Applicant's name and address
- 3. Nature of interest in land (Registered owner, lessee, tenant by occupancy, sub lessee, customary tenant)
- 4. (a) Block, plot number and location.
(b) District, sub county, parish, town and street/road
(c) Acreage
- 5. If an application was previously submitted, state the registered number of the application
- 6. The purpose for which land or building is now used. If not used, the purpose for which and the date on which they were last used.....
.....
- 7. Describe briefly the proposed subdivision, including the purposes for which the land and/or buildings are to be used.....
.....
- 8. Details of any relevant easements affecting the proposed sub-division.
.....
.....

9. State the—

- (a) area affected.....
- (b) area covered by buildings.....
- (c) percentage of site covered by existing buildings and that covered by proposed buildings.....

Dated this day of

Signature of applicant or agent.....

If signed by agent, state:

Name.....

Address

Profession

Telephone

E-mail.....

****Application to be submitted in TRIPLICATE in respect of each transaction and sent to or left at appropriate office of the local physical planning committee.***

EIGHTH SCHEDULE

Ss. 38, 39

Form P.P.A. 3

THE PHYSICAL PLANNING ACT, 2008

NOTIFICATION OF APPROVAL/REFUSAL/DEFERMENT OF DEVELOPMENT PERMISSION

No.of 20.....

TO:
.....

Your application No.of 20....., for permission to develop parcel No.....situated on.....road was considered on(insert date) and the committee approved/refused/deferred the application for the following reasons/subject to the following conditions—

- (a).....
- (b).....
- (c).....
- (d).....

Dated this.....day of

Signed.....
For: Chief Administrative Officer/ Town Clerk/ Sub county Chief

NINTH SCHEDULE

S. 46

THE PHYSICAL PLANNING ACT, 2008
ENFORCEMENT NOTICE

No.....of 20.....

TO:
(insert name of owner, occupier or developer)

In accordance with section 48 of the Physical Planning Act, 2008 the committee is satisfied that you are carrying out an illegal development on plot.....
.....
..... in *(state area)*
..... of this town/municipality/district.

This is therefore to require you to

- (a).....
- (b).....
- (c).....

Within days from the service of this notice.

Failure to comply with this notice shall result in—

- (a).....
- (b).....
- (c).....

Dated this.....day of

Signed.....
For: Chief Administrative Officer/ Town Clerk/ Sub county Chief

Cross References

1. Constitution of Uganda, 1995
2. Historical Monuments Act, Cap. 46
3. Land Act, Cap. 227
4. Local Governments Act, Cap. 243
5. National Environment Act, Cap. 153
6. Official Secrets Act, Cap. 302
7. Public Finance and Accountability Act, 2003, Act No. 6 of 2003
8. Registration of Documents Act, Cap. 81
9. Town and Country Planning Act, Cap 246