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SUPPLEMENT

Act

No. 10—The Sale of Goods and Supply of Services Act,
2018.

General Notice No. 629 of 2018.

THE COMPANIES ACT, 1/2012.

COMPANY LIMITED BY SHARES

IMARA TELECOMMUNICATIONS (U) LIMITED

SPECIAL RESOLUTION

Extract of the Minutes of an Extraordinary General Meeting held at its registered office on day of January, 2018. The following resolutions were proposed and passed:

- 1. RESOLVED:** That the company be voluntarily wound up and be de-registered from the Registrar of Companies as it has not operated since its inception in 2012.
- 2. RESOLVED:** That Mr. Salim Waiswa Kivejinja of Africa Registrars Limited be appointed as the Liquidator during the process of voluntary winding up until the company is de-registered and struck off from the Companies Register as stipulated in the Laws of Uganda.
- 3. RESOLVED:** That the Company Secretary files this resolution with the Registrar of Companies with other relevant documents thereof and a copy be served accordingly to finish up the process.

DATED this 31st day of January, 2018 at Kampala.

Chairman—Ms. Salim Angello Suleman

For and on behalf of
AFRICA REGISTRARS LIMITED

Secretary

General Notice No. 630 of 2018.

UNITED WAY UGANDA LIMITED

NOTICE OF FINAL MEETING.

[Section 67 of the Insolvency Act, 2011]

TAKE NOTICE a General Meeting of United Way Uganda Limited, will be held on the 28th day of September, 2018 at 9:00 a.m., at Iragaba, Lukwago & Co. Advocates, Equatorial Mall, Suite 630, Plot 37/39 William Street, Kampala so that the liquidator may present a final account of the liquidation.

Dated this 30th day of July, 2018.

.....
GEOFFREY MPAMULUNGI,
Liquidator.

General Notice No. 631 of 2018.

IN THE MATTER OF THE COMPANIES ACT, 2012.

IN THE MATTER OF THE INSOLVENCY ACT, 2011

AND

IN THE MATTER OF M.K. PAUL COMPANY LIMITED.

SPECIAL RESOLUTION.

At the Extraordinary General Meeting of **M.K PAUL COMPANY LIMITED**, held at the Company premises in Iganga, on the 23rd day of July, 2018, it was agreed and resolved that:

1. The Company cannot by reason of its liabilities continue its business and that it should be liquidated;
2. Mr. Robert Musoke be appointed as liquidator for purposes of liquidating its affairs and distributing any assets among the creditors; and
3. The Registrar of Companies and the Official Receiver be notified.

Dated at Iganga, this 23rd day of July, 2018.

.....
WANGOLO PAUL,
Director/Shareholder.

.....
KUGUMINKIRIZA AIDAH,
Director/Shareholder/Secretary.

General Notice No. 632 of 2018.

IN THE MATTER OF THE COMPANIES ACT,
CAP. 1 OF 2012.
AND

IN THE MATTER OF M/S. AMUKA LODGE LTD.
AND

IN THE MATTER OF VOLUNTARY WINDING UP OF
M/S. AMUKA LODGE LTD.

IN THE MATTER OF THE SPECIAL RESOLUTION
FOR VOLUNTARY WINDING UP
M/S. AMUKA LODGE LTD.

SPECIAL RESOLUTION.

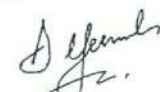
At the Extraordinary Annual General Meeting of Members of M/s. Amuka Lodge Ltd. (hereinafter called the Company) held at their Office at Nakasongola, P.O. Box 71020, Kampala, on the 30th day of June, 2018, it was agreed/resolved as follows:

1. The Company be and is hereby voluntarily wound up.
2. The Liquidator be appointed to wind up the affairs of the Company by the names of Bwayo Richard Wanyina of Nangwala Rezida & Co. Advocates, Suite 3B, 3rd Floor, 9 Yusuf Lule Road, P.O. Box 10304, Kampala, Email: bwayorich@gmail.com, Tel: 0712-528553.
3. Thereafter a Notice of Gazetting be filed with the Government Printer.
4. The Registry of Companies be notified accordingly.

Dated at Kampala, this 30th day of June, 2018.


ANGELA ELIZABETH GENADE
SHARE HOLDER


NICO MARK GENADE
SHARE HOLDER


DUAN CHRISTO GENADE
SHAREHOLDER


KAMAHORO ANASTA
DIRECTOR/COMPANY SECRETARY

General Notice No. 633 of 2018.

UGANDA REGISTRATION SERVICES BUREAU
THE COPYRIGHT AND NEIGHBOURING RIGHTS
REGULATIONS, 2010
(Under Regulation 5(1))

NOTICE OF APPLICATION FOR REGISTRATION OF
COPYRIGHT OR NEIGHBOURING RIGHT.

TAKE NOTICE THAT MALAGALA EDIRISA of NAMUNGOONA LUBYA 1, KAMPALA-UGANDA, has lodged a Copyright Application Number 152/2018 with the Registrar of Copyright for the registration of Copyright for the following works:

BWE BYAALI ERA BWE BIRIBA

(LITERARY WORKS: BOOK - 1ST EDITION)

Any person intending to object to the application for registration of copyright or neighbouring rights may file a letter of objection with this office within 60 days from the date of this notice.

Dated this 06th day of August, 2018.

RUKUNDO SARAH,
Asst. Registrar of Copyright.

General Notice No. 634 of 2018.

UGANDA REGISTRATION SERVICES BUREAU
THE COPYRIGHT AND NEIGHBOURING RIGHTS
REGULATIONS, 2010
(Under Regulation 5(1))

NOTICE OF APPLICATION FOR REGISTRATION OF
COPYRIGHT OR NEIGHBOURING RIGHT.

TAKE NOTICE THAT CATHY KREUTTER of PLOT 37, ACACIA AVE. KOLOLO, P.O. Box 9242, Kampala - Uganda, has lodged a Copyright Application Numbers (i) 140/2018, (ii) 141/2018, (iii) 142/2018 and (iv) 143/2018 with the Registrar of Copyright for the registration of Copyright for the following works:

- TENDO'S WISH
- THE ROCK AND ROLL ROLEX
- AMINA'S CHOICE
- I KNOW AN OLD MZEE WHO SWALLOWED A FLY

(LITERARY WORKS: CHILDREN'S BOOKS)

Any person intending to object to the application for registration of copyright or neighbouring rights may file a letter of objection with this office within 60 days from the date of this notice.

Dated this 10th day of August, 2018.

RUKUNDO SARAH,
Asst. Registrar of Copyright.

General Notice No. 635 of 2018.

THE INDUSTRIAL PROPERTY ACT, 2014.
(ACT No. 3 OF 2014).

NOTICE.

NOTICE IS HEREBY GIVEN that any person who has grounds to oppose the registration of any of the Industrial Designs advertised herein may within ninety days from the date of this *Gazette*, lodge a Notice of opposition on Form 29 in duplicate to the Registrar, together with a fee of Shs. 100,000 in case of National applicants or US\$ 200 in case of Foreign applicants. Representations of the Industrial Designs herein advertised can be inspected at the office of the Registrar of Industrial Designs, at Amamu House, Plot No. 5, George Street, P.O. Box 6848, Kampala.

- (54) Title of Application—**VENT TRANSOME**



- (21) APPLICATION No. UG/D/2018/000005.
- (22) Date of filing application—07th March, 2018.
- (51) LOC (10) Classification—25-02.

- (57) *Claim*—The features of shape, pattern and ornamentation of the vent transome as represented.
- (71) *Name of applicant and Address*—GIANT UGANDA COMPANY LIMITED, P.O. Box 1759, Jinja, Uganda.
- (74) *Name of applicant and Address*—BITANGARO & CO. ADVOCATES, Kisozi Complex, P.O. Box 7898, Kampala, Uganda.

Kampala, LUBWAMA JAMES TONNY,
27th July, 2018. *Asst. Registrar of Industrial Designs.*

- (54) *Title of Application*—**DOOR TRANSOME**



- (21) APPLICATION No. UG/D/2018/0000010.
- (22) *Date of filing application*—07th March, 2018.
- (51) *LOC (10) Classification*—25-02.
- (57) *Claim*—The features of shape, pattern and ornamentation of the door transome as represented.
- (71) *Name of applicant and Address*—GIANT UGANDA COMPANY LIMITED, P.O. Box 1759, Jinja, Uganda.
- (74) *Name of applicant and Address*—BITANGARO & CO. ADVOCATES, Kisozi Complex, P.O. Box 7898, Kampala, Uganda.

Kampala, LUBWAMA JAMES TONNY,
27th July, 2018. *Asst. Registrar of Industrial Designs.*

- (54) *Title of Application*—**THREE TRACK SLIDING**



- (21) APPLICATION No. UG/D/2018/0000007.
- (22) *Date of filing application*—07th March, 2018.
- (51) *LOC (10) Classification*—25-02.
- (57) *Claim*—The features of shape, pattern and ornamentation of the three-track sliding as represented.
- (71) *Name of applicant and Address*—GIANT UGANDA COMPANY LIMITED, P.O. Box 1759, Jinja, Uganda.

- (74) *Name of applicant and Address*—BITANGARO & CO. ADVOCATES, Kisozi Complex, P.O. Box 7898, Kampala, Uganda.

Kampala, LUBWAMA JAMES TONNY,
27th July, 2018. *Asst. Registrar of Industrial Designs.*

- (54) *Title of Application*—**DOOR BOTTOM**



- (21) APPLICATION No. UG/D/2018/000006.
- (22) *Date of filing application*—07th March, 2018.
- (51) *LOC (10) Classification*—25-02.
- (57) *Claim*—The features of shape, pattern and ornamentation of the door bottom as represented.
- (71) *Name of applicant and Address*—GIANT UGANDA COMPANY LIMITED, P.O. Box 1759, Jinja, Uganda.
- (74) *Name of applicant and Address*—BITANGARO & CO. ADVOCATES, Kisozi Complex, P.O. Box 7898, Kampala, Uganda.

Kampala, LUBWAMA JAMES TONNY,
27th July, 2018. *Asst. Registrar of Industrial Designs.*

- (54) *Title of Application*—**DOOR SHUTTER**



- (21) APPLICATION No. UG/D/2018/0000008.
- (22) *Date of filing application*—07th March, 2018.
- (51) *LOC (10) Classification*—25-02.
- (57) *Claim*—The features of shape, pattern and ornamentation of the door shutter as represented.
- (71) *Name of applicant and Address*—GIANT UGANDA COMPANY LIMITED, P.O. Box 1759, Jinja, Uganda.
- (74) *Name of applicant and Address*—BITANGARO & CO. ADVOCATES, Kisozi Complex, P.O. Box 7898, Kampala, Uganda.

Kampala, LUBWAMA JAMES TONNY,
27th July, 2018. *Asst. Registrar of Industrial Designs.*

General Notice No. 636 of 2018.

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.

(541) Representation of Mark



- (210) APPLICATION No. 2017/58918 IN PART "A".
- (220) *Date of filing Applications*—16th June, 2017.
- (310) (320) (330) Priority Claim
- (510) *Nature of Goods/Services*—Travel agencies; travel arrangements and/or reservations; arranging, reserving and/or booking of travel tickets, rental cars, camper vans, other vehicles and apparatus for locomotion by land, air or water; luggage transport, portage; taxi services; car parking; consultancy relating to reservation and/or booking of travel services; providing travel information and/or transport; travel courier services; guide services (for travel); transportation, in particular the transportation of persons, goods, airmail and/or air freight; storage and/or packaging of goods and/or luggage; freight-forwarding services; arranging, reserving and/or booking of transportation.
- (511) *Class*: 39
- (526) *Disclaimer*
- (591) *Restriction to Colours*
- (646) *Association*
- (731) *Name of Applicant and Address*—DER Asia Tours Co. Ltd., 849 Vorawat Building, 7th Floor, Silom Road, Bangrak Bangkok 10500, Thailand.
- (740) *Address for Agent/Representative*—Jocasa House, Flat 5, Plot 14, Nakasero Road, P.O. Box 4180, Kampala, Uganda.
- (750) *Address for Service*—SIPI LAW ASSOCIATES, Jocasa House, Flat 5, Plot 14, Nakasero Road, P.O. Box 4180, Kampala, Uganda.

(541) Representation of Mark

TIVOLI

HOTELS & RESORTS

- (210) APPLICATION No. 2017/60441 IN PART "A".
- (220) *Date of filing Applications*—15th December, 2017.
- (310) (320) (330) Priority Claim
- (510) *Nature of Goods/Services*—Hotel services; motel services; temporary accommodation; accommodation exchange services (time share); hotel management services; services for providing food and drink; restaurant and snack bar services; bar services; cocktail lounge and nightclub services; cafe services; catering services for food and drink; self service restaurants; reservation services for hotel accommodation and for other accommodation; holiday information and planning relating to accommodation; provision of conference, meeting and exhibition facilities; hotel check-in and check-out services; electronic information services relating to hotels; advisory and consultancy services relating to the aforesaid services.
- (511) *Class*: 43
- (526) *Disclaimer*
- (591) *Restriction to Colours*
- (646) *Association*
- (731) *Name of Applicant and Address*—MHG IP HOLDING (SINGAPORE) PTE. LTD., 2 Alexandra Road, #05-04/05 Delta House, (159919), Singapore.
- (740) *Address for Agent/Representative*—Jocasa House, Plot 14, Unit 5, Nakasero Road, P.O. Box 4180, Kampala, Uganda.
- (750) *Address for Service*—SIPI LAW ASSOCIATES, Jocasa House, Unit 5, Plot 14, Nakasero Road, P.O. Box 4180, Kampala, Uganda.

(541) Representation of Mark

PURATOS

- (210) APPLICATION No. 2017/59397 IN PART "A".
- (220) *Date of filing Applications*—07th August, 2017.
- (310) (320) (330) Priority Claim
- (510) *Nature of Goods/Services*—Quality-enhancing products for use with bakery goods, for industrial and craft use; chemical additives for foodstuffs; enzymes for use in foodstuffs; chemical substances for preserving foodstuffs; chemical substances for stabilizing foodstuffs; emulsifiers for food preparations; flavour improvers for foodstuffs; dough conditioners for the food industry; enzymes, emulsifiers and chemicals for improving the quality of chocolate, bread, pastry and confectionery intended for industrial and craft use.
- (511) *Class*: 1
- (526) *Disclaimer*
- (591) *Restriction to Colours*
- (646) *Association*
- (731) *Name of Applicant and Address*—PURATOS, naamloze vennootschap, Industrialaan 25, 1702 Groot-Bijgaarden, Belgium.

- (740) *Address for Agent/Representative* — Jocasa House, Flat 5, Plot 14, Nakasero Road, P.O. Box 4180, Kampala, Uganda.
- (750) *Address for Service* — SIPI LAW ASSOCIATES, Jocasa House, Flat 5, Plot 14, Nakasero Road, P.O. Box 4180, Kampala, Uganda.

- (541) *Representation of Mark*

PURATOS

- (210) APPLICATION No. 2017/59398 IN PART "A".
- (220) *Date of filing Applications*—07th August, 2017.
- (310) (320) (330) Priority Claim
- (510) *Nature of Goods/Services*—Preserved, dried and cooked fruits and vegetables; fruit jellies, jams, fruit sauces; fruit fillings, fruit pastes and compotes; icing and glazes, eggs, milk and milk products, edible oils and fats, margarine, spreads; cream and whipping cream.
- (511) *Class*: 29
- (526) *Disclaimer*
- (591) *Restriction to Colours*
- (646) *Association*
- (731) *Name of Applicant and Address*— PURATOS, naamloze vennootschap, Industrialaan 25, 1702 Groot-Bijgaarden, Belgium.
- (740) *Address for Agent/Representative* — Jocasa House, Flat 5, Plot 14, Nakasero Road, P.O. Box 4180, Kampala, Uganda.
- (750) *Address for Service* — SIPI LAW ASSOCIATES, Jocasa House, Flat 5, Plot 14, Nakasero Road, P.O. Box 4180, Kampala, Uganda.

- (541) *Representation of Mark*



- (210) APPLICATION No. 2017/59201 IN PART "A".
- (220) *Date of filing Application*—11th July, 2017.
- (310) (320) (330) Priority Claim
- (510) *Nature of Goods/Services*— Paper goods and printed matter, periodical publications, magazines, newsletters, books, pamphlets, brochures, catalogues, stationery, envelopes, stickers, folders, printed forms, business cards, membership cards, award certificates, posters, directories, calendars, instructional materials, including booklets and handbooks (manuals), photographs, graphic prints, postcards.
- (511) *Class*: 16
- (526) *Disclaimer*
- (591) *Restriction to Colours*
- (646) *Association*

- (731) *Name of Applicant and Address*— ROTARY INTERNATIONAL, 1560 Sherman Ave. Evanston, IL 60201, U.S.A.
- (740) *Address for Agent/Representative* — Jocasa House, Flat 5, Plot 14, Nakasero Road, P.O. Box 4180, Kampala, Uganda.
- (750) *Address for Service* — SIPI LAW ASSOCIATES, Jocasa House, Flat 5, Plot 14, Nakasero Road, P.O. Box 4180, Kampala, Uganda.

- (541) *Representation of Mark*



- (210) APPLICATION No. 2017/59639 IN PART "A".
- (220) *Date of filing Applications*—05th September, 2017.
- (310) (320) (330) Priority Claim
- (510) *Nature of Goods/Services*— Industrial oils and greases; lubricants; dust absorbing, wetting and binding compositions; fuels (including motor spirit) and illuminants; candles and wicks for lighting.
- (511) *Class*: 4
- (526) *Disclaimer*
- (591) *Restriction to Colours*
- (646) *Association*
- (731) *Name of Applicant and Address*— Robustrade DMCC, P.O. Box 126513, Dubai, U.Arab Emirates.
- (740) *Address for Agent/Representative* — Jocasa House, Flat 5, Plot 14, Nakasero Road, P.O. Box 4180, Kampala, Uganda.
- (750) *Address for Service* — SIPI LAW ASSOCIATES, Jocasa House, Flat 5, Plot 14, Nakasero Road, P.O. Box 4180, Kampala, Uganda.

- (541) *Representation of Mark*



- (210) APPLICATION No. 2017/59640 IN PART "A".
- (220) *Date of filing Applications*—05th September, 2017.
- (310) (320) (330) Priority Claim
- (510) *Nature of Goods/Services*— Beers; mineral and aerated waters and other non-alcoholic beverages; fruit beverages and fruit juices; syrups and other preparations for making beverages.
- (511) *Class*: 32
- (526) *Disclaimer*
- (591) *Restriction to Colours*
- (646) *Association*
- (731) *Name of Applicant and Address*— Robustrade DMCC, P.O. Box 126513, Dubai, U.Arab Emirates.
- (740) *Address for Agent/Representative* — Jocasa House, Flat 5, Plot 14, Nakasero Road, P.O. Box 4180, Kampala, Uganda.
- (750) *Address for Service* — SIPI LAW ASSOCIATES, Jocasa House, Flat 5, Plot 14, Nakasero Road, P.O. Box 4180, Kampala, Uganda.

(541) *Representation of Mark*

- (210) APPLICATION NO. 2018/61599 IN PART "A".
 (220) *Date of filing Applications*—10th May, 2018.
 (310) (320) (330) Priority Claim
 (510) *Nature of Goods/Services*— Gin.
 (511) *Class*: 33
 (526) *Disclaimer*
 (591) *Restriction to Colours*
 (646) *Association*
 (731) *Name of Applicant and Address*— HALEWOOD INTERNATIONAL BRANDS LIMITED, The Sovereign Distillery, Wilson Road, Huyton Business Park, Liverpool, L36AD, United Kingdom.
 (740) *Address for Agent/Representative* — Jocas House, Unit 5, Plot 4, Nakasero Road, P.O. Box 4180, Kampala, Uganda.
 (750) *Address for Service* — SIPI LAW ASSOCIATES, Jocas House, Unit 5, Plot 4, Nakasero Road, P.O. Box 4180, Kampala, Uganda.

(541) *Representation of Mark*

OMYACARB

- (210) APPLICATION NO. 2018/60995 IN PART "A".
 (220) *Date of filing Applications*—27th February, 2018.
 (310) (320) (330) Priority Claim
 (510) *Nature of Goods/Services*— Calcum carbonate powder.
 (511) *Class*: 1
 (526) *Disclaimer*
 (591) *Restriction to Colours*
 (646) *Association*
 (731) *Name of Applicant and Address*— Omya AG, Baslerstrasse 42, CH-4665 Offringen Switzerland.
 (740) *Address for Agent/Representative* — 3rd Floor, Diamond Trust Building Centre, P.O. Box 7166, Kampala, Uganda.
 (750) *Address for Service* — MMAKS ADVOCATES, 3rd Floor, Diamond Trust Building Centre, P.O. Box 7166, Kampala, Uganda.

(541) *Representation of Mark*

BuildMost

- (210) APPLICATION NO. 2017/60390 IN PART "A".
 (220) *Date of filing Applications*—08th December, 2017.
 (310) (320) (330) Priority Claim
 (510) *Nature of Goods/Services*— On-line advertising on a computer network; Presentation of goods on communication media, for retail purposes; Organization, of trade fairs for commercial or advertising purposes; Commercial administration of the licensing of the goods and services of

others; Negotiation and conclusion of commercial transactions for third parties; Business project management services for construction projects; Import-export agencies; Sales promotion for others; Procurement services for others [purchasing goods and services for other businesses]; provision of an on-line marketplace for buyers and sellers of goods and services.

- (511) *Class*: 35
 (526) *Disclaimer*
 (591) *Restriction to Colours*
 (646) *Association*
 (731) *Name of Applicant and Address*— Yekalon Industry, Inc., 3rd Floor, Jinxiu Bldg., Wen Jin Middle Road, Luohu District, Shenzhen 518003, Peoples Republic of China.
 (740) *Address for Agent/Representative* — 1st Floor, Reco House, 25 Nkrumah Road, P.O. Box 10969, Kampala, Uganda.
 (750) *Address for Service* — Magezi, Ibale & Co. Advocates, 1st Floor, Reco House, 25 Nkrumah Road, P.O. Box 10969, Kampala, Uganda.

(541) *Representation of Mark*

CHL

- (210) APPLICATION NO. 2017/59688 IN PART "A".
 (220) *Date of filing Applications*—08th September 2018.
 (310) (320) (330) Priority Claim
 (510) *Nature of Goods/Services*— Fork lift trucks; Trailers [vehicles]; Electric vehicles; Accumulator vehicles; Gearing for land vehicles; Gear boxes for land vehicles; Crankcases for land vehicle components, other than for engines; Transmissions, for land vehicles; Lifting cars [lift cars].
 (511) *Class*: 12
 (526) *Disclaimer*
 (591) *Restriction to Colours*
 (646) *Association*
 (731) *Name of Applicant and Address*— ANHUI FORKLIFT TRUCK GROUP CO. LTD., 15 WANGJIANG WEST ROAD HEFEI, ANHUI, PEOPLES REPUBLIC OF CHINA.
 (740) *Address for Agent/Representative* — 1st Floor, Reco House, 25 Nkrumah Road, P.O. Box 10969, Kampala, Uganda.
 (750) *Address for Service* — Messrs Magezi, Ibale & Co. Advocates, 1st Floor, Reco House, 25 Nkrumah Road, P.O. Box 10969, Kampala, Uganda.

(541) *Representation of Mark*

- (210) APPLICATION NO. 2018/61345 IN PART "A".
 (220) *Date of filing Applications*—10th April, 2018.
 (310) (320) (330) Priority Claim
 (510) *Nature of Goods/Services*— Textiles and Textile goods.

- (511) *Class:* 24
 (526) *Disclaimer*
 (591) *Restriction to Colours*
 (646) *Association*
 (731) *Name of Applicant and Address*— Ningguo Anning Textile Co. Limited, 6 Chuangye Bei Road, Ningguo, Peoples Republic of China.
 (740) *Address for Agent/Representative* — Plot 3, Colville Street, Platinum House, 3rd Floor, Suite 3, Kampala, Uganda.
 (750) *Address for Service* — M/s. A. Mwebesa & Co. Limited, Plot 3, Colville Street, Platinum House, 3rd Floor, Suite 3, Kampala, Uganda.

(541) *Representation of Mark*

ANNINGTEX

- (210) APPLICATION No. 2018/62343 IN PART "A".
 (220) *Date of filing Applications*—23rd July, 2018.
 (310) (320) (330) Priority Claim
 (510) *Nature of Goods/Services*— Textiles and Textile Goods, not included in other classes; bed cover and table covers.
 (511) *Class:* 24
 (526) *Disclaimer*
 (591) *Restriction to Colours*
 (646) *Association*
 (731) *Name of Applicant and Address*— NINGGUO ANNING TEXTILE CO. LIMITED, 6 CHUANGYE BEI ROAD, NINGGUO, PEOPLES REPUBLIC OF CHINA.
 (740) *Address for Agent/Representative* — Plot 3, Colville Street, Platinum House, 3rd Floor, Suite 3, Kampala, Uganda.
 (750) *Address for Service* — M/s. A. Mwebesa & Co. Advocates, Plot 3, Colville Street, Platinum House, 3rd Floor, Suite 3, Kampala, Uganda.

(541) *Representation of Mark*

ANNINGTEX DIAMOND

- (210) APPLICATION No. 2018/62342 IN PART "A".
 (220) *Date of filing Applications*—23rd July, 2018.
 (310) (320) (330) Priority Claim
 (510) *Nature of Goods/Services*— Textiles and Textile Goods, not included in other classes; bed cover and table covers.
 (511) *Class:* 24
 (526) *Disclaimer*
 (591) *Restriction to Colours*
 (646) *Association*
 (731) *Name of Applicant and Address*— NINGGUO ANNING TEXTILE CO. LIMITED, 6 CHUANGYE BEI ROAD, NINGGUO, PEOPLES REPUBLIC OF CHINA.
 (740) *Address for Agent/Representative* — Plot 3, Colville Street, Platinum House, 3rd Floor, Suite 3, Kampala, Uganda.
 (750) *Address for Service* — M/s. A. Mwebesa & Co. Advocates, Plot 3, Colville Street, Platinum House, 3rd Floor, Suite 3, Kampala, Uganda.

(541) *Representation of Mark*



- (210) APPLICATION No. 2018/61568 IN PART "A".
 (220) *Date of filing Applications*—07th May, 2018.
 (310) (320) (330) Priority Claim
 (510) *Nature of Goods/Services*— Alcoholic beverages, except beers.
 (511) *Class:* 33
 (526) *Disclaimer*
 (591) *Restriction to Colours*
 (646) *Association*
 (731) *Name of Applicant and Address*— Champagne PERRIER-JOUET, 28 Avenue de champagne, 51200, Epernay, France.
 (740) *Address for Agent/Representative* — 3rd Floor, Diamond Trust Building, P.O. Box 7166, Kampala, Uganda.
 (750) *Address for Service* — MMAKS ADVOCATES, 3rd Floor, Diamond Trust Building, P.O. Box 7166, Kampala, Uganda.

Kampala,
9th May, 2018.

RUKUNDO SARAH,,
Registrar of Trademarks.

(541) *Representation of Mark*

ACNESTAR

- (210) APPLICATION No. 2018/62260 IN PART "A".
 (220) *Date of filing Applications*—17th July, 2018.
 (310) (320) (330) Priority Claim
 (510) *Nature of Goods/Services*— Bleaching preparations and other substances for laundry use; cleaning; polishing, scouring and abrasive preparations; soaps; perfumery, deodorants, essential oils, cosmetics, hair lotions; dentifrices.
 (511) *Class:* 3
 (526) *Disclaimer*
 (591) *Restriction to Colours*
 (646) *Association*
 (731) *Name of Applicant and Address*— Mankind Pharma Limited, 208, Okhla Industrial Estate, Phase-III, New Delhi-110 020, India.
 (740) *Address for Agent/Representative* — P.O. Box 10969, Kampala, Uganda.
 (750) *Address for Service* — Magezi, Ibale & Co. Advocates, P.O. Box 10969, Kampala, Uganda.

(541) *Representation of Mark*

ACNESTAR

- (210) APPLICATION No. 2018/62261 IN PART "A".
 (220) *Date of filing Applications*—17th July, 2018.
 (310) (320) (330) Priority Claim
 (510) *Nature of Goods/Services*— Medicinal, Pharmaceutical and veterinary preparations.
 (511) *Class:* 5

- (526) *Disclaimer*
 (591) *Restriction to Colours*
 (646) *Association*
 (731) *Name of Applicant and Address*— Mankind Pharma Limited, 208, Okhla Industrial Estate, Phase-III, New Delhi-110 020, India.
 (740) *Address for Agent/Representative* — P.O. Box 10969, Kampala, Uganda.
 (750) *Address for Service* — Magezi, Ibale & Co. Advocates, P.O. Box 10969, Kampala, Uganda.
-
- (541) *Representation of Mark*

ADITION

- (210) APPLICATION NO. 2018/62262 IN PART "A".
 (220) *Date of filing Applications*—17th July, 2018.
 (310) (320) (330) Priority Claim
 (510) *Nature of Goods/Services*— Bleaching preparations and other substances for laundry use; cleaning; polishing, scouring and abrasive preparations; soaps; perfumery, deodorants, essential oils, cosmetics, hair lotions; dentifrices.
 (511) *Class: 3*
 (526) *Disclaimer*
 (591) *Restriction to Colours*
 (646) *Association*
 (731) *Name of Applicant and Address*— Mankind Pharma Limited, 208, Okhla Industrial Estate, Phase-III, New Delhi-110 020, India.
 (740) *Address for Agent/Representative* — P.O. Box 10969, Kampala, Uganda.
 (750) *Address for Service* — Magezi, Ibale & Co. Advocates, P.O. Box 10969, Kampala, Uganda.
-
- (541) *Representation of Mark*

ADITION

- (210) APPLICATION NO. 2018/62263 IN PART "A".
 (220) *Date of filing Applications*—17th July, 2018.
 (310) (320) (330) Priority Claim
 (510) *Nature of Goods/Services*— Medicinal, Pharmaceutical and veterinary preparations.
 (511) *Class: 5*
 (526) *Disclaimer*
 (591) *Restriction to Colours*
 (646) *Association*
 (731) *Name of Applicant and Address*— Mankind Pharma Limited, 208, Okhla Industrial Estate, Phase-III, New Delhi-110 020, India.
 (740) *Address for Agent/Representative* — P.O. Box 10969, Kampala, Uganda.
 (750) *Address for Service* — Magezi, Ibale & Co. Advocates, P.O. Box 10969, Kampala, Uganda.
-
- (541) *Representation of Mark*

GAS-O-FAST

- (210) APPLICATION NO. 2018/62264 IN PART "A".
 (220) *Date of filing Applications*—17th July, 2018.
 (310) (320) (330) Priority Claim

- (510) *Nature of Goods/Services*— Bleaching preparations and other substances for laundry use; cleaning; polishing, scouring and abrasive preparations; soaps; perfumery, deodorants, essential oils, cosmetics, hair lotions; dentifrices.
 (511) *Class: 3*
 (526) *Disclaimer*
 (591) *Restriction to Colours*
 (646) *Association*
 (731) *Name of Applicant and Address*— Mankind Pharma Limited, 208, Okhla Industrial Estate, Phase-III, New Delhi-110 020, India.
 (740) *Address for Agent/Representative* — P.O. Box 10969, Kampala, Uganda.
 (750) *Address for Service* — Magezi, Ibale & Co. Advocates, P.O. Box 10969, Kampala, Uganda.
-
- (541) *Representation of Mark*

GAS-O-FAST

- (210) APPLICATION NO. 2018/62265 IN PART "A".
 (220) *Date of filing Applications*—17th July, 2018.
 (310) (320) (330) Priority Claim
 (510) *Nature of Goods/Services*— Medicinal, Pharmaceutical and veterinary preparations.
 (511) *Class: 5*
 (526) *Disclaimer*
 (591) *Restriction to Colours*
 (646) *Association*
 (731) *Name of Applicant and Address*— Mankind Pharma Limited, 208, Okhla Industrial Estate, Phase-III, New Delhi-110 020, India.
 (740) *Address for Agent/Representative* — P.O. Box 10969, Kampala, Uganda.
 (750) *Address for Service* — Magezi, Ibale & Co. Advocates, P.O. Box 10969, Kampala, Uganda.
-
- (541) *Representation of Mark*

MANFORCE

- (210) APPLICATION NO. 2018/62266 IN PART "A".
 (220) *Date of filing Applications*—17th July, 2018.
 (310) (320) (330) Priority Claim
 (510) *Nature of Goods/Services*— Bleaching preparations and other substances for laundry use; cleaning; polishing, scouring and abrasive preparations; soaps; perfumery, deodorants, essential oils, cosmetics, hair lotions; dentifrices.
 (511) *Class: 3*
 (526) *Disclaimer*
 (591) *Restriction to Colours*
 (646) *Association*
 (731) *Name of Applicant and Address*— Mankind Pharma Limited, 208, Okhla Industrial Estate, Phase-III, New Delhi-110 020, India.
 (740) *Address for Agent/Representative* — P.O. Box 10969, Kampala, Uganda.
 (750) *Address for Service* — Magezi, Ibale & Co. Advocates, P.O. Box 10969, Kampala, Uganda.

- (541)
- Representation of Mark*

PREGANEWS

- (210) APPLICATION NO. 2018/62267 IN PART "A".
 (220) *Date of filing Applications*—17th July, 2018.
 (310) (320) (330) Priority Claim
 (510) *Nature of Goods/Services*— Bleaching preparations and other substances for laundry use; cleaning; polishing, scouring and abrasive preparations; soaps; perfumery, deodorants, essential oils, cosmetics, hair lotions; dentifrices.
 (511) *Class: 3*
 (526) *Disclaimer*
 (591) *Restriction to Colours*
 (646) *Association*
 (731) *Name of Applicant and Address*— Mankind Pharma Limited, 208, Okhla Industrial Estate, Phase-III, New Delhi-110 020, India.
 (740) *Address for Agent/Representative* — P.O. Box 10969, Kampala, Uganda.
 (750) *Address for Service* — Magezi, Ibale & Co. Advocates, P.O. Box 10969, Kampala, Uganda.

- (541)
- Representation of Mark*

PREGANEWS

- (210) APPLICATION NO. 2018/62268 IN PART "A".
 (220) *Date of filing Applications*—17th July, 2018.
 (310) (320) (330) Priority Claim
 (510) *Nature of Goods/Services*— Medicinal, Pharmaceutical and veterinary preparations.
 (511) *Class: 5*
 (526) *Disclaimer*
 (591) *Restriction to Colours*
 (646) *Association*
 (731) *Name of Applicant and Address*— Mankind Pharma Limited, 208, Okhla Industrial Estate, Phase-III, New Delhi-110 020, India.
 (740) *Address for Agent/Representative* — P.O. Box 10969, Kampala, Uganda.
 (750) *Address for Service* — Magezi, Ibale & Co. Advocates, P.O. Box 10969, Kampala, Uganda.

- (541)
- Representation of Mark*

UNWANTED

- (210) APPLICATION NO. 2018/62269 IN PART "A".
 (220) *Date of filing Applications*—17th July, 2018.
 (310) (320) (330) Priority Claim
 (510) *Nature of Goods/Services*— Bleaching preparations and other substances for laundry use; cleaning; polishing, scouring and abrasive preparations; soaps; perfumery, deodorants, essential oils, cosmetics, hair lotions; dentifrices.
 (511) *Class: 3*
 (526) *Disclaimer*
 (591) *Restriction to Colours*
 (646) *Association*
 (731) *Name of Applicant and Address*— Mankind Pharma Limited, 208, Okhla Industrial Estate, Phase-III, New Delhi-110 020, India.

- (740)
- Address for Agent/Representative*
- P.O. Box 10969, Kampala, Uganda.

- (750)
- Address for Service*
- Magezi, Ibale & Co. Advocates, P.O. Box 10969, Kampala, Uganda.

- (541)
- Representation of Mark*

RINGOUT

- (210) APPLICATION NO. 2018/62270 IN PART "A".
 (220) *Date of filing Applications*—17th July, 2018.
 (310) (320) (330) Priority Claim
 (510) *Nature of Goods/Services*— Bleaching preparations and other substances for laundry use; cleaning; polishing, scouring and abrasive preparations; soaps; perfumery, deodorants, essential oils, cosmetics, hair lotions; dentifrices.
 (511) *Class: 3*
 (526) *Disclaimer*
 (591) *Restriction to Colours*
 (646) *Association*
 (731) *Name of Applicant and Address*— Mankind Pharma Limited, 208, Okhla Industrial Estate, Phase-III, New Delhi-110 020, India.
 (740) *Address for Agent/Representative* — P.O. Box 10969, Kampala, Uganda.
 (750) *Address for Service* — Magezi, Ibale & Co. Advocates, P.O. Box 10969, Kampala, Uganda.

- (541)
- Representation of Mark*

RINGOUT

- (210) APPLICATION NO. 2018/62271 IN PART "A".
 (220) *Date of filing Applications*—17th July, 2018.
 (310) (320) (330) Priority Claim
 (510) *Nature of Goods/Services*— Medicinal, Pharmaceutical and veterinary preparations.
 (511) *Class: 5*
 (526) *Disclaimer*
 (591) *Restriction to Colours*
 (646) *Association*
 (731) *Name of Applicant and Address*— Mankind Pharma Limited, 208, Okhla Industrial Estate, Phase-III, New Delhi-110 020, India.
 (740) *Address for Agent/Representative* — P.O. Box 10969, Kampala, Uganda.
 (750) *Address for Service* — Magezi, Ibale & Co. Advocates, P.O. Box 10969, Kampala, Uganda.

- (541)
- Representation of Mark*

MANKIND'S PAINEND

- (210) APPLICATION NO. 2018/62272 IN PART "A".
 (220) *Date of filing Applications*—17th July, 2018.
 (310) (320) (330) Priority Claim
 (510) *Nature of Goods/Services*— Bleaching preparations and other substances for laundry use; cleaning; polishing, scouring and abrasive preparations; soaps; perfumery, deodorants, essential oils, cosmetics, hair lotions; dentifrices.
 (511) *Class: 3*
 (526) *Disclaimer*

- (591) *Restriction to Colours*
 (646) *Association*
 (731) *Name of Applicant and Address*—Mankind Pharma Limited, 208, Okhla Industrial Estate, Phase-III, New Delhi-110 020, India.
 (740) *Address for Agent/Representative* — P.O. Box 10969, Kampala, Uganda.
 (750) *Address for Service* — Magezi, Ibale & Co. Advocates, P.O. Box 10969, Kampala, Uganda.

(541) *Representation of Mark*

MANKIND'S PAINEND

- (210) APPLICATION NO. 2018/62273 IN PART "A".
 (220) *Date of filing Applications*—17th July, 2018.
 (310) (320) (330) Priority Claim
 (510) *Nature of Goods/Services*— Medicinal, Pharmaceutical and veterinary preparations.
 (511) *Class: 5*
 (526) *Disclaimer*
 (591) *Restriction to Colours*
 (646) *Association*
 (731) *Name of Applicant and Address*—Mankind Pharma Limited, 208, Okhla Industrial Estate, Phase-III, New Delhi-110 020, India.
 (740) *Address for Agent/Representative* — P.O. Box 10969, Kampala, Uganda.
 (750) *Address for Service* — Magezi, Ibale & Co. Advocates, P.O. Box 10969, Kampala, Uganda.

(541) *Representation of Mark*



- (210) APPLICATION NO. 2018/62448 IN PART "A".
 (220) *Date of filing application*—03rd August, 2018.
 (310) (320) (330) Priority Claim
 (510) *Nature of Goods/Services* — Unprocessed and semi processed rubber, percha, gum, asbestos, mica and substances for all these materials, plastics and resins for electrical insulation.
 (511) *Class: 17*
 (526) *Disclaimer*
 (591) *Restriction to Colours*
 (646) *Association*
 (731) *Name of Applicant and Address*—Lirlee Development Co. Ltd., Sinay Abin Street, Nakasero, Hardware City Shop LG1, Kampala, Uganda..
 (740) *Address for Agent/Representative*
 (750) *Address for Service* — Lirlee Development Co. Ltd., Sinay Abin Street, Nakasero, Hardware City Shop LG1, Kampala, Uganda.

(541) *Representation of Mark*



- (210) APPLICATION NO. 2018/62447 IN PART "A".
 (220) *Date of filing application*—03rd August, 2018.
 (310) (320) (330) Priority Claim
 (510) *Nature of Goods/Services* — Metal materials for building and construction, transportable building of common metals, and all other goods in Class 6.
 (511) *Class: 6*
 (526) *Disclaimer*
 (591) *Restriction to Colours*
 (646) *Association*
 (731) *Name of Applicant and Address*—Lirlee Development Co. Ltd., Sinay Abin Street, Nakasero, Hardware City Shop LG1, Kampala, Uganda..
 (740) *Address for Agent/Representative*
 (750) *Address for Service* — Lirlee Development Co. Ltd., Sinay Abin Street, Nakasero, Hardware City Shop LG1, Kampala, Uganda.

(541) *Representation of Mark*



- (210) APPLICATION NO. 2018/62446 IN PART "A".
 (220) *Date of filing application*—03rd August, 2018.
 (310) (320) (330) Priority Claim
 (510) *Nature of Goods/Services* — Chemical products used in industry science and agriculture.
 (511) *Class: 1*
 (526) *Disclaimer*
 (591) *Restriction to Colours*
 (646) *Association*
 (731) *Name of Applicant and Address*—Lirlee Development Co. Ltd., Sinay Abin Street, Nakasero, Hardware City Shop LG1, Kampala, Uganda..
 (740) *Address for Agent/Representative*
 (750) *Address for Service* — Lirlee Development Co. Ltd., Sinay Abin Street, Nakasero, Hardware City Shop LG1, Kampala, Uganda.

(541) *Representation of Mark*

- (210) APPLICATION No. 2018/62445 IN PART "A".
 (220) *Date of filing application*—03rd August, 2018.
 (310) (320) (330) Priority Claim
 (510) *Nature of Goods/Services* — Scientific, nautical, photographic, cinematographic, weighing, measuring, signalling, life saving apparatus and all goods in Class 9.
 (511) *Class*: 9
 (526) *Disclaimer*
 (591) *Restriction to Colours*
 (646) *Association*
 (731) *Name of Applicant and Address*—Lirlee Development Co. Ltd., Sinay Abin Street, Nakasero Hardware City Shop LG1, Kampala, Uganda.
 (740) *Address for Agent/Representative*
 (750) *Address for Service* — Lirlee Development Co. Ltd., Sinay Abin Street, Nakasero Hardware City Shop LG1, Kampala, Uganda.

Kampala,
8th August, 2018.

ANAGO JACQUELINE,
Registrar of Trademarks.

(541) *Representation of Mark*

- (210) APPLICATION No. 2018/61563 IN PART "A".
 (220) *Date of filing application*—07th May, 2018.
 (310) (320) (330) Priority Claim: UK00003304502 17/04/2018 UK.
 (510) *Nature of Goods/Services*— 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; compact discs, dvds and other digital recording media; mechanisms for coin-operated apparatus; cash registers, calculating machines, data processing equipment, computers; computer software; telecommunications, telephonic and communications apparatus and instruments; radio telephones, mobile and fixed telephones; mobile phones; portable telecommunications apparatus; smartphones; cases for telephones; headsets for telephones; handheld, mobile and tablet computers; wearable electronic telecommunication and computing devices; data communication apparatus and instruments; voice processing systems; computer

networking and data communications equipment; mobile data apparatus; data processing systems; electronic databases; digital telephone platforms and software; computer hardware for telecommunications; telecommunication networks; modems; network routers; broadband installations; decoders; set-top box apparatus including apparatus having an interactive viewing guide and/or a recorder for recording television and audio programmes; electrical and electronic apparatus for use in the reception of satellite, terrestrial or cable broadcasts; apparatus and instruments for the processing, transmission, storage, logging, reception and retrieval of data being in the form of encoded data, text, audio, graphic images or video or a combination of these formats; wireless handheld units and devices; remote controls for electric and electronic devices; personal digital assistants; electronic sensors including pedometers altimeters and weighing scales; barcode and quick response code readers and scanners; audio and video recordings; media for storing information, data, images and sound; digital media content (downloadable), including films, television programmes, radio programmes, videos, images, music, text, data, images, graphics and ringtones, provided from a computer database, the Internet or other electronic network; satellite receiving and transmission apparatus and instruments; computer and video games, including downloadable games; electronic publications (downloadable) provided on-line from computer databases, the Internet or other electronic networks; machine readable media; downloadable digital audio, video and data provided from a computer database, or the Internet or other electronic network; battery chargers for use with telecommunications apparatus; batteries; battery back-up power supply; peripheral equipment for televisions and computers; computers including laptop and notebook computers; electronic personal organisers; electronic and satellite navigational and positional apparatus and instruments including global positioning systems; desk or car mounted units incorporating a loud speaker which permits hands-free use of a telephone handset; in-car telephone handset cradles; teaching apparatus and instruments; metering apparatus; smart meters; blank and pre-recorded magnetic cards; cards containing microprocessors; telephone cards; credit, debit and payment cards; telephone credit cards; encoded cards; computer software, including computer software supplied from a computer database, the Internet or other electronic network; data communications software; application software, including application software for mobile devices; downloadable computer software applications; computer software for wireless data communication; computer software and application software for the synchronization, transmission and sharing of voice, data, calendar and content between one or more electronic devices for purchasing applications handheld electronic devices and for secure, encrypted purchases; operating system software; computer software for the streaming transmission and encryption and storage, of audio, video, graphics, text and data on and over communication networks; computer software to enable peer-to-peer networking and file sharing; search engine software; computer software for conducting and coordinating communications among computer users sharing information and audio data via electronic communications networks; software for interactive televisions; image and video editing software including software applications for use on

mobile devices; software for the identification of persons; software for access control, video control and detecting the presence of persons; software for computer security, including antiviruses, firewalls, antispyware, anti-spyware; web filtering; intrusion detection software; virtual private network software; computer software for receiving, processing, transmitting and displaying information relating to fitness, body fat, body mass index, sleep patterns, locations, attitude, weather and temperature; computer software for managing information regarding tracking, compliance and motivation with a health and fitness program; anti-theft devices not for vehicles; anti-collision sensors for vehicles; devices and apparatus for locating movable property; apparatus for sending and receiving information from movable property; devices and apparatus for remote control of electrical apparatus and household appliances; alarm devices and installations; satellite location and navigation systems; systems for the downloading and updating of computer software to and from electronic apparatus; electronic and biometric apparatus and installations for access control; apparatus for identifying persons; closed circuit television systems; cameras, television cameras and video recorders for closed-circuit television; optical and photographic apparatus; electronic speedometer; electronic odometers; electronic tachometers; speed checking apparatus for vehicles; kilometre recorders for vehicles; electric or electronic sensors for vehicles; electronic sensors; sirens; electric locks for vehicles; remote control apparatus; electronic keys for vehicles; electronic keyless vehicle access and starter systems; systems for the automatic opening and closing of vehicle doors, boot, bonnet and roof; communication apparatus integrated into motorcycle helmets; GPS apparatus; apparatus for vehicles for determining or signalling vehicle location, locations of site, travel routes, time, traffic conditions, presence of emergency vehicles and hazard conditions; systems for communication between vehicles and road infrastructures; road marking detection devices; vehicle teleguidance systems and instruments; blind spot and lane changing assistance monitoring systems; vehicle on-board computers; on-board electric, electronic or optical equipment for vehicles, including land vehicles; on-board diagnostic systems and remote-controlled diagnostic systems for vehicles; systems for the downloading and updating of computer software to and from vehicles; devices to detect and/or exchange data between a vehicle and a remote unit for security purposes; parking aids, obstacle detection devices; parking assistance, reversing and blind spot detection systems and alarms; pre-collision detection and collision avoidance systems; electronic immobilisers for vehicles; in vehicle touch screen computer systems; devices for remote location of vehicles; watchbands that communicate data to smartphones; downloadable software for promotional and demonstration purposes, for customised display screens on telecommunications apparatus; sim cards; telematics apparatus; telematics software; game controllers; haptic sensors, equipment and apparatus; software for use with haptic sensors, equipment and apparatus; virtual reality software and hardware; augmented reality software and hardware; computer hardware modules for use with the Internet of Things [IoT]; computer hardware modules for use in electronic devices using the Internet of Things [IoT]; software for use in implementing the Internet of Things [IoT]; providing temporary use of non-downloadable

cloud-based software for connecting, operating, and managing networked devices, appliances, machinery and systems in the Internet of Things [IoT]; application software, including application software for mobile devices; downloadable computer software applications; communications software; computer software and application software for secure, encrypted purchases; operating system software; computer software for the streaming transmission and encryption and storage, of audio, video, graphics, text and data on and over communication networks; computer software to enable peer-to-peer networking and file sharing; search engine software; software for the identification of persons; software for access control, video control and detecting the presence of persons; software for computer security, including antivirus, firewalls, antispyware, anti-spyware, web filtering and intrusion detection software; virtual private network software; systems for the downloading and updating of computer software to and from electronic apparatus; customer support and customer service computer software and application software; voice command and recognition software, speech to text conversion software, and voice-enabled software applications; messaging software; personal assistant software; computer software for personal information management; computer software for use to connect and control internet of things (IoT) electronic devices; chatbot computer software and application software; computer software and application software in the field of artificial intelligence (AI); artificially intelligent chatbot computer software and application software for providing customer support and customer services; customer service chat robot software; humanoid robots with artificial intelligence; artificial intelligence apparatus; electronic controllers; electronic controllers to impart sensory feedback, namely, sounds and vibrations that are perceptible to the user; motion sensitive interactive video game remote control units; interactive video game remote control units; computer software for use in connection with the transmission of voice and data; computer software, and peripherals for personalized, interactive television (TV) programming and for use in displaying and manipulating visual media, graphic images, text, photographs, illustrations, digital animation, video clips, film footage and audio data, and for social networking; wireless controllers to monitor and control the functioning of other electronic devices; touchscreens; parental control software; network apparatus; e-commerce software; watches that communicate data to smartphones; watches incorporating a telecommunication function.

(511) *Class: 9*

(526) *Disclaimer*

(591) *Restriction to Colour*

(646) *Association*

(731) *Name of applicant and Address* — Vodafone Group PLC, Vodafone House, The Connection, Newbury, Berkshire RG14 2FN, United Kingdom.

(740) *Address for Agent/Representative* — 3rd Floor, Diamond Trust Building, P.O. Box 7166, Kampala, Uganda.

(750) *Address for Service* — MMAKS ADVOCATES 3rd Floor, Diamond Trust Building, P.O. Box 7166, Kampala, Uganda.

(541) *Representation of Mark*

(210) APPLICATION No. 2018/61565 IN PART "A".

(220) *Date of filing application*—07th May, 2018.

(310) (320) (330) Priority Claim: UK00003304502 17/04/2018 UK.

(510) *Nature of Goods/Services*—Telecommunications; mobile and fixed telecommunication and tele-phone, satellite telecommunication, cellular telecommunication, radio and cellular telephone, radio facsimile, radio paging and radio communication services; voice transmission services; voice messaging and voicemail services; electronic mail services for data and voice; hire, leasing and rental of telecommunications, radio, radio telephone and radio facsimile apparatus; rental of telecommunication facilities; leasing of telephone circuits; communication of data by radio, telecommunications and by satellite; transmission and receiving by radio; communications services by satellite, television and/or radio; transmission and reception of voice communication services; voice over IP services; communication telecommunication services via a global computer network or the Internet; telephone and mobile telephone message collection and transmission; delivery and reception of sound data and images; answer phone services for others; automatic telephone answering services; personal numbering services; loan of replacement telecommunications apparatus in the case of breakdown, loss or theft; provision of Internet services, namely Internet access services; internet service provider (ISP) services; telecommunication of information (including web pages), computer programmes and any other data; electronic mail services; provision of broadband services; wireless communication services; wireless telephony; digital network telecommunications services; portal services; provision of telephone directory services; provision of location based telecommunications services for telecommunications apparatus; provision of wireless application protocol services including those utilising a secure communications channel; provision of information relating to or identifying telephone and telecommunications apparatus and instruments; telecommunications routing and junction services; data interchange services; transfer of data by telecommunications; data streaming; streaming of digital media content, including films, television programmes, radio programmes, videos, music, text, data, images, graphics and ringtones, via the Internet or a telecommunications network; delivery of digital media content, including films, television programmes, radio programmes, videos, music, text, data, images, graphics and ringtones, via the Internet or a telecommunications network; data transmission services; broadcasting services; data broadcasting services; broadcast or transmission of radio or television programmes; transmission of digital audio, video and multimedia content by telecommunications; electronic transmission of audio and video files via computer and other electronic communications networks; transmission of news and current affairs information; delivery

of digital music by telecommunications; delivery of digital music by telecommunications; providing access to social networking websites; video text services, videotex services, telex services, video communication services, interactive video text services; messaging services, namely, sending, receiving and forwarding messages in the form of text, audio, graphic images or video or a combination of these formats; unified messaging services; voicemail services; providing data network services; video conferencing services; video telephone services; providing telecommunications connections to the Internet or databases; computer aided transmission of messages, data and images; computer communication services; provision and operation of electronic conferencing; providing and leasing access time to computer databases, computer bulletin boards; computer networks, interactive computer communications networks, electronic publications in various fields, merchandising and service catalogues and information and computerised research and reference materials; providing access to educational content, websites and portals; communication services for the remote control of electronic devices; communications networks for systems of smart metering; communication services for the delivery of emergency messages and calls; electronic transmission of data and documents via computer terminals and electronic devices; signal transmission for electronic commerce via telecommunications systems and data communication systems; providing access to electronic communications networks and electronic databases; provision of communication facilities for the interchange of digital data; communication of data by means of telecommunications; transmission of data, including by audio-visual apparatus; transmission of sound, picture, video and data signals; providing access to databases; data bank interconnection services; electronic data exchange services; email data services; data broadcasting and communications services; providing third party users with access to telecommunication infrastructure; provision of information relating to telecommunications, providing electronic telecommunications connections; tele-communication gateway services; interactive tele-communications services; telecommunication net-work services; telecommunications consultancy services; telecommunications services for aircraft passengers; provision of access to electronic payment services including electronic fund transfer services and on-line transaction facilities; providing telecommunications connections and networks for use with the Internet of Things [IoT]; providing access to e-commerce platforms on the Internet.

(511) *Class*: 38(526) *Disclaimer*(591) *Restriction to Colour*(646) *Association*

(731) *Name of applicant and Address* — Vodafone Group PLC, Vodafone House, The Connection, Newbury, Berkshire RG14 2FN, United Kingdom.

(740) *Address for Agent/Representative* — 3rd Floor, Diamond Trust Building, P.O. BOX 7166, Kampala, Uganda.

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(541) *Representation of Mark*

(210) APPLICATION No. 2018/61566 IN PART "A".

(220) *Date of filing application*—07th May, 2018.

(310) (320) (330) Priority Claim: UK00003304502 17/04/2018 UK.

(510) *Nature of Goods/Services*—Advertising, marketing and promotion services; retail services connected with telephones, mobile telephones, smartphones, mobile digital devices, telecommunication apparatus, computer software, computers and electronic communication networks and accessories for such goods, set-top boxes and modems, telecommunication apparatus, devices and accessories; the bringing together, for the benefit of others, of a variety of telecommunications and computer services, enabling customers to conveniently view and purchase those services; telephone answering and message handling services; provision of space on websites for advertising goods and services; the bringing together, for the benefit of others, of a variety of communications and telecommunications apparatus, instruments and software, enabling customers to conveniently view and purchase those goods, including such services provided on-line from a computer database, the Internet or other electronic network; the bringing together, for the benefit of others, of a variety of services in the field of entertainment, fashion, lifestyle, music, sports, news, current affairs, business, finance, trade, technology, science, nature, industry, transport, art, history, travel and culture, games and gaming, film and navigation enabling users to conveniently view and acquire those services; the bringing together, for the benefit of others, of a variety of downloadable digital media content, including software, software applications, films, television programmes, radio programmes, videos, music, text, data, images, graphics and ringtones, enabling customers to conveniently view and purchase those goods; the bringing together for the benefit of others of a variety of services providers, namely providers of digital media content including software, software applications, films, television programmes, radio programmes, videos, music, text, data, images, graphics and ringtones via the Internet or telecommunication network or via a streaming service, enabling customers to conveniently view and purchase those services; provision of information and advice to the prospective purchasers of commodities and goods; administration of loyalty programmes involving discounts or incentives; loyalty card services; organisation, operation and supervision of sales and promotional incentive schemes; provision of information and advice on the supply and promotion of products and selection and display of goods; compilation and systemisation of information into computer databases and online searchable databases; data storage and retrieval services; Internet services namely creating indexes of information, sites and other resources available on a global computer network for others; compilation of directories, including business and commercial directories, for publication on computer databases, the Internet or other electronic networks; searching, browsing and retrieving information, sites and other resources available on global computer networks for others; organizing content of information provided

over a global computer network according to user preference; arranging and conducting of exhibitions for business purposes; database and data processing services; data management services; collection of data; business data analysis; business promotion, research, management, administration, assistance and information services; business strategy and planning services; economic forecasting, marketing, market research, market analysis and survey services; publication of publicity texts; compilation of statistical information; provision of trade information; dissemination of advertising for others via wireless network, telecommunication apparatus or devices or a global computer network; advertising services provided by television and radio and via electronic media; telephone answering and message handling services; provision of information and advice on the supply and promotion of products and selection and display of goods; customer club services, for commercial, promotional and/or advertising purposes; subscriptions (arranging -) to telecommunication services for others; subscriptions (arranging -) to a telematics, telephone or computer service [Internet]; subscription to a television channel; auctioning via telecommunications networks; electronic commerce services, namely, providing information about products via telecommunication networks for advertising and sales products; publicity and sales promotion relating to goods and services, offered and ordered by telecommunications; business promotion services provided by telephone; organisation for a third party of telephone welcoming services and of telephone receptionist services; commercial information services provided by access to a computer database; provision of business directory services; arranging of subscriptions to online music streaming services.

(511) *Class*: 35(526) *Disclaimer*(591) *Restriction to Colour*(646) *Association*(731) *Name of applicant and Address* — Vodafone Group PLC, Vodafone House, The Connection, Newbury, Berkshire RG14 2FN, United Kingdom.(740) *Address for Agent/Representative*—3rd Floor, Diamond Trust Building, P.O. BOX 7166, Kampala, Uganda(750) *Address for Service* — MMAKS ADVOCATES 3rd Floor, Diamond Trust Building, P.O. BOX 7166, Kampala, Uganda.(541) *Representation of Mark*

(210) APPLICATION No. 2018/61564 IN PART "A".

(220) *Date of filing application*—07th May, 2018.

(310) (320) (330) Priority Claim: UK00003304502 17/04/2018

(510) *Nature of Goods/Services*—Education; providing of training; entertainment; sporting and cultural activities; education and training including such services provided on-line from a computer, the Internet or other electronic network; providing games; radio and television entertainment services including those provided on-line from a computer,

the Internet or other electronic network; sporting and cultural activities; providing on-line electronic publications; publication of electronic books and journals on-line; arranging and conducting of conferences, seminars, symposia, tutorials and workshops; interactive and distance learning courses and sessions provided on-line via a telecommunications link or computer network or provided by others means; electronic library services for the supply of electronic information (including archive information) in the form of text, audio and/or video information; providing digital content including music, films and games from a computer database, the internet or other electronic network, all for entertainment or educational purposes; providing online searchable databases and directories for obtaining data in the fields of music, video, film, books, television, games and sports; production of media content; publication and dissemination of user-generated digital media content; publication of blogs and vlogs; entertainment services provided on-line from a computer database or the internet; educational information provided on-line from a computer database or the internet; entertainment services provided by telephone; competitions provided by telephone; providing sports information by telephone; library services provided by means of a computerised database; electronic games services provided by means of the internet; providing digital music from the internet; publication of material which can be accessed from databases or from the internet; providing publications from the internet which may be browsed; electronic publishing; providing interactive multi-player games via communications networks including the internet; arranging and conducting of exhibitions for entertainment purposes; entertainment services, namely, the provision of streamed or downloadable music, films, TV programmes, audio books and games to online usage via global or local computer networks; providing information, reviews and personalized recommendations in the field of entertainment.

- (511) *Class:* 41
 (526) *Disclaimer*
 (591) *Restriction to Colour*
 (646) *Association*
 (731) *Name of applicant and Address* — Vodafone Group PLC, Vodafone House, The Connection, Newbury, Berkshire RG14 2FN, United Kingdom.
 (740) *Address for Agent/Representative* — 3rd Floor, Diamond Trust Building, P.O. BOX 7166, Kampala, Uganda.
 (750) *Address for Service* — MMAKS ADVOCATES, 3rd Floor, Diamond Trust Building, P.O. BOX 7166, Kampala, Uganda.

- (541) *Representation of Mark*

COMIX

- (210) APPLICATION No. 2018/60888 IN PART "A".
 (220) *Date of filing application* — 19th February, 2018.
 (310) (320) (330) Priority Claim:
 (510) *Nature of Goods/Services* — Folders for papers; document files (stationery); elastic bands for offices; plastic film for wrapping; photograph stands; holders for checkbooks (cheque books); paper knives (office requisites); numbering apparatus; pen cases; booklets; pamphlets; albums; bags (envelopes, pouches) of paper or plastics, for

packaging; boxes of cardboard or paper; writing cases (stationery); files (office requisites); conical paper bags; stapling presses (office requisites); document laminators for office use; paper clasps; loose-leaf binders; index cards (stationery); stencil cases; passport holders; paper-clips; pen clips; clips for offices; writing instruments; adhesive tape dispensers (office requisites); manifolds (stationery); bookends; pencil holders; drawing pins; staples for offices; thumbtacks; adhesives (glues) for stationery or household purposes; glue for stationery or household purposes; pencil sharpeners (electric or non-electric); rubber erasers; drawing rulers; note books; copying paper (stationery); bookbindings; cloth for bookbinding; stickers (stationery); drawing pads; wood pulp paper; stencils (stationery); punches (office requisites); writing slates; blackboards; drawing pens; steel pens; fountain pens; paintbrushes; marking chalk; pens (office requisites); painters' brushes; pencils; drawing materials; self-adhesive tapes for stationery or household purposes; transparencies (stationery); sealing wax; adhesive tapes for stationery or household purposes; adhesive bands for stationery or household purposes; gummed tape (stationery); gummed cloth for stationery purposes; office requisites, except furniture; paper shredders (for office use); bookbinding apparatus and machines (office equipment); sealing machines for offices; inking ribbons; charcoal pencils; cards; drawing boards; hand-rests for painters; drawing sets; cardboard; clipboards.

- (511) *Class:* 16
 (526) *Disclaimer*
 (591) *Restriction to Colour*
 (646) *Association*
 (731) *Name of applicant and Address* — Shenzhen Comix Group Co., Ltd., No. 05-06, F 17, Building A, World Trade Plaza, Fuhong Road, Futian District, Shenzhen City, Guangdong Province, 518033, Peoples Republic of China.
 (740) *Address for Agent/Representative* — 1st Floor, Reco House, 25 Nkrumah Road, P.O. Box 10969, Kampala, Uganda.
 (750) *Address for Service* — Messers Magezi, Ibale & Co. Advocates, 1st Floor, Reco House, 25 Nkrumah Road, P.O. Box 10969, Kampala, Uganda.

- (541) *Representation of Mark*



- (210) APPLICATION No. 2018/61800 IN PART "A".
 (220) *Date of filing application* — 05th June, 2018.
 (310) (320) (330) Priority Claim:
 (510) *Nature of Goods/Services* — Apparatus for recording, transmission or reproduction of sound or images; audio and video recordings; discs, tapes and wires, all bearing audio or video recordings; digital audio tapes; cameras; video games; headphones, earphones; downloadable interactive entertainment software for playing video games; computer games;

computer software which facilitates online services for social networking; computer hardware and parts and fittings therefor; computer peripherals; electrical and electronic communications and telecommunications apparatus; telephones; personal electronic devices; smart watches; parts and accessories for mobile telephones and personal electronic devices; covers, cases and skins for mobile telephones, laptops; tablets, personal electronic devices and game handsets; motion picture films; animated cartoons; CDs; DVDs; CD-ROMs; cassettes; video cassettes; downloadable and streamable audio and/or video recordings; computer application software for mobile devices; podcasts; electronic publications, multi-media recordings and publications; credit cards, charge cards, debit cards and smart cards; sunglasses, spectacles; parts and fittings for all the aforementioned goods.

- (511) *Class: 9*
 (526) *Disclaimer*
 (591) *Restriction to Colour*
 (646) *Association*
 (731) *Name of applicant and Address* —The Arsenal Football Club Public Limited Company, Highbury House, 75, Drayton Park, London N5 1BU, United Kingdom.
 (740) *Address for Agent/Representative* —3rd Floor, Diamond Trust Building, P.O. BOX 7166, Kampala, Uganda.
 (750) *Address for Service* —MMAKS ADVOCATES 3rd Floor, Diamond Trust Building, P.O. BOX 7166, Kampala, Uganda.

- (541) *Representation of Mark*



- (210) APPLICATION NO. 2018/61801 IN PART "A".
 (220) *Date of filing application*—05th June, 2018.
 (310) (320) (330) Priority Claim:
 (510) *Nature of Goods/Services*— Clothing; footwear; headgear; sportswear.
 (511) *Class: 25*
 (526) *Disclaimer*
 (591) *Restriction to Colour*
 (646) *Association*
 (731) *Name of applicant and Address* —The Arsenal Football Club Public Limited Company, Highbury House, 75, Drayton Park, London N5 1BU, United Kingdom.
 (740) *Address for Agent/Representative* —3rd Floor, Diamond Trust Building, P.O. BOX 7166, Kampala, Uganda.
 (750) *Address for Service* —MMAKS ADVOCATES 3rd Floor, Diamond Trust Building, P.O. BOX 7166, Kampala, Uganda.

Kampala,
7th June, 2018.

BAHIZI SYLVIA,
Registrar of Trademarks.

ADVERTISEMENTS

THE REGISTRATION OF TITLES ACT.

(Cap. 230).

NOTICE.

ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Mailo Register—Bukoto Block 175, Plot No. 41, Land at Kisawa.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Matayo Sajabi, of P.O. Box Kisawa, Mumyuka, Buddu, a Special Certificate, the Title which was originally issued having been lost.

Masaka, ALI WAMALA,
26th July, 2018. *for Commissioner Land Registration.*

THE REGISTRATION OF TITLES ACT.

(Cap. 230).

NOTICE.

ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Leasehold Register—Volume 4081, Folio 17, Burahya Block/Road 122, Plot No. 2, Land at Humura.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Albert Bembandwa Kafubusa, of P.O. Box 10, Fort Portal, a Special Certificate, the Title which was originally issued having been lost.

Fort Portal, MILTON MATSIKO,
6th August, 2018. *for Commissioner Land Registration.*

THE REGISTRATION OF TITLES ACT.

(Cap. 230).

NOTICE.

ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Leasehold Register—Volume 935, Folio 14, Bamunanika Block 584, Plot No. 2, Land at Wabusana.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Richard Kabazi Bakulumpagi, of P.O. Box 21161, Kampala, a Special Certificate, the Title which was originally issued having been lost.

Kampala, CHRISTINE KATWESIGE,
13th August, 2018. *for Commissioner Land Registration.*

THE REGISTRATION OF TITLES ACT.

(Cap. 230).

NOTICE.

ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Bulemezi Block 277, Plot 10, Measuring 3.75 Hectares.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Joseph Kato, of Butuzi, The Administrator of the Estate of the Late Fesito Mukasa, a Special Certificate of Title, under the above Block and Plot, the Duplicate Certificate of Title which was originally issued having been lost.

Bukalasa, NAMUTEBI VERONICA,
5th July, 2018. *for Commissioner of Land Registration.*

THE REGISTRATION OF TITLES ACT.

(Cap. 230).

NOTICE.

ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Singo Block 655, Plot 59, 3.05 Hectares at Kiboga Estate.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Yese Kande Kajubi of Kiboga, Ssabawaali, 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, KAKERWE YUSUFU,
4th June, 2018. *for Commissioner of Land Registration.*

THE REGISTRATION OF TITLES ACT.

(Cap. 230).

NOTICE.

ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Singo Block 435, Plot 109, 3.65 Hectares at Kaungera Estate.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Danieri Kawesa, of Kaungera Mutuba V, 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, KAKERWE YUSUFU,
2nd August, 2018. *for Commissioner of Land Registration.*

THE REGISTRATION OF TITLES ACT.

(Cap. 230).

NOTICE.

ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Busujju Block 57, Plot 35, 9.30 Hectares at Kabalungi Estate.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Sezi Semasazi, of Kabalungi, Busiro, 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, KAKERWE YUSUFU,
18th July, 2018. *for Commissioner of Land Registration.*

THE REGISTRATION OF TITLES ACT.

(Cap. 230).

NOTICE.

ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Singo Block 539, Plot 9, 4.05 Hectares at Bulongo Estate.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Bulasiyo Makologo, 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, YUSUF KAKERWE,
15th March, 2018. *for Commissioner of Land Registration.*

THE REGISTRATION OF TITLES ACT.

(Cap. 230).

NOTICE.

ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Kawempe Division, Block 215, Plot No. 728, Land at Kulambiro.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Micheal Kwizera Isyagi (Minor until 31/12/2021), Dr. Micongwe Moses Isyagi, Emmanuel Umimana Isyagi, Nathan Lomile Isyagi and Stephanie Upile Isyagi, all of P.O. Box Kulambiro, a Special Certificate, the Title which was originally issued having been lost.

Kampala, DIANA NAMBI,
1st August, 2018. *for Commissioner of Land Registration.*

THE REGISTRATION OF TITLES ACT.

(Cap. 230).

NOTICE.

ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Kyaggwe Block 265, Plot No. 8, Land at Bumbaja.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Namayanja Robinah Wasswa, of P.O. Box 224, Lugazi, a Special Certificate, the Title which was originally issued having been lost.

Mukono, VINCENT NIYONZIMA,
1st August, 2018. *for Commissioner of Land Registration.*

THE REGISTRATION OF TITLES ACT.

(Cap. 230).

NOTICE.

ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Kyaggwe Block 166, Plot No. 172, Land at Walusubi.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Samwiri Sekijjumbi, Christopher Mukiibi, all of P.O. Box 6788, Kampala, Administrators of the Estate of the Late Nuwa Balirwana, Administration Cause No. P-MKO00095668-3 of 08/06/2018, a Special Certificate, the Title which was originally issued having been lost.

Mukono, SAM TAY EBWA,
30th July, 2018. *for Commissioner of Land Registration.*

THE REGISTRATION OF TITLES ACT.

(Cap. 230).

NOTICE.

ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Kyaggwe Block 391, Plot No. 100, Land at Sekinoba.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Christine Neabirye, of P.O. Box Mukono, Administratrix of the Estate of the Late Anatoli Tavumirira, Administration Cause No. 0440 of 2011, of 14/12/2011, a Special Certificate, the Title which was originally issued having been lost.

Mukono, BAMWIITE EMMANUEL,
13th August, 2018. *for Commissioner of Land Registration.*

THE REGISTRATION OF TITLES ACT.

(Cap. 230).

NOTICE.

ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Kyaggwe Block 506, Plot No. 2, Land at Nkakwa, Kome Island.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Balunaba Sebufu, of P.O. Box Nkakwa, Kome Island, a Special Certificate, the Title which was originally issued having been lost.

Mukono, **BANUMBA FRANCIS,**
27th July, 2018. *for Commissioner of Land Registration.*

THE REGISTRATION OF TITLES ACT.

(Cap. 230).

NOTICE.

ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Kyadondo Block 100, Plot No. 841, Land at Kabunza.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Muwonge M. Joseph, of P.O. Box 70330, Kampala, Sempa Derrick, Katende Paul, Ssekamate Adam, Namusoke Vanesa, Zawedde Aidah, Kawuma Bitamisi, Kirabo Lillian and Atugonza Moreen, all of P.O. Box Kampala, a Special Certificate, the Title which was originally issued having been lost.

Kampala, **DAN OUNDO MALINGU,**
15th August, 2018. *for Commissioner Land Registration.*

THE REGISTRATION OF TITLES ACT.

(Cap. 230).

NOTICE.

ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Mawokota Block 96, Plot No. 31, Land at Lwanga

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Edward Semakula Walabyeki, of P.O. Box 9065, a Special Certificate, the Title which was originally issued having been lost.

Kampala, **DENIS KAHABURA,**
15th August, 2018. *for Commissioner of Land Registration.*

THE REGISTRATION OF TITLES ACT.

(Cap. 230).

NOTICE.

ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Kawempe Division, Block 212, Plot No. 483, Land at Kyebando.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Nzabanita Gabriel and Robert Mugisha, both of P.O. Box 7141, Kampala, a Special Certificate, the Title which was originally issued having been lost.

Kampala, **GOLOOBA HARUNA,**
3rd August, 2018. *for Commissioner of Land Registration.*

THE REGISTRATION OF TITLES ACT.

(Cap. 230).

NOTICE.

ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Kyaggwe Block 218, Plot No. 136, Land at Kyetume.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Senoga Ssebagala Samsom, of Sunga, a Special Certificate, the Title which was originally issued having been lost.

Mukono, **BAMWIITE EMMANUEL,**
7th August, 2018. *for Commissioner of Land Registration.*

THE REGISTRATION OF TITLES ACT.

(Cap. 230).

NOTICE.

ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Kyaggwe Block 119, Plot No. 108, Land at Kolo.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Joseph Ssempagama, of P.O. Box 7168, Kampala, a Special Certificate, the Title which was originally issued having been lost.

Mukono, **SAM TAYEBWA,**
30th July, 2018. *for Commissioner of Land Registration.*

THE REGISTRATION OF TITLES ACT.

(Cap. 230).

NOTICE.

ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Kyaggwe Block 88, Plot No. 2052, Land at Bukerere.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Kasozi Samuel, of P.O. Box 16, Mukono, a Special Certificate, the Title which was originally issued having been lost.

Mukono, **BANUMBA FRANCIS,**
3rd August, 2018. *for Commissioner of Land Registration.*

THE REGISTRATION OF TITLES ACT.

(Cap. 230).

NOTICE.

ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Kyadondo Block 228, Plot No. 143, Land at Mbalwa.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Sekitoleko Emmanuel Salongo, of Mbalwa, a Special Certificate, the Title which was originally issued having been lost.

Kampala, **NICHOLAS WAMBOGA,**
8th August, 2018. *for Commissioner of Land Registration.*

THE REGISTRATION OF TITLES ACT.

(Cap. 230).

NOTICE.

ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Kyadondo Block 167, Plot No. 327, Land at Kiwale.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Allan Kato Kalibbala, of P.O. Box 21032, a Special Certificate, the Title which was originally issued having been lost.

Kampala, **NICHOLAS WAMBOGA,**
8th August, 2018. *for Commissioner of Land Registration.*

THE REGISTRATION OF TITLES ACT.

(Cap. 230).

NOTICE.

ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Mawokota Block 190, Plot No. 9, Land at Busero

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Mikairi Kyanda, of Buselo, a Special Certificate, the Title which was originally issued having been lost.

Kampala, **CHRISTINE KATWESIGE,**
10th August, 2018. *for Commissioner of Land Registration.*

THE REGISTRATION OF TITLES ACT.

(Cap. 230).

NOTICE.

ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Busiro Block 325, Plot No. 15, Land at Manja.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Juma Musoke, of P.O. Box Manja, a Special Certificate, the Title which was originally issued having been lost.

Kampala, **DAN OUNDO MALINGU,**
26th July, 2018. *for Commissioner of Land Registration.*

THE REGISTRATION OF TITLES ACT.

(Cap. 230).

NOTICE.

ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Busiro Block 325, Plot No. 22, Land at Manja.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Juma Musoke, of P.O. Box Manja, a Special Certificate, the Title which was originally issued having been lost.

Kampala, **DAN OUNDO MALINGU,**
26th July, 2018. *for Commissioner of Land Registration.*

THE REGISTRATION OF TITLES ACT.

(Cap. 230).

NOTICE.

ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Busiro Block 325, Plot No. 19, Land at Manja.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Juma Musoke, of P.O. Box Manja, a Special Certificate, the Title which was originally issued having been lost.

Kampala, **DAN OUNDO MALINGU,**
26th July, 2018. *for Commissioner of Land Registration.*

THE REGISTRATION OF TITLES ACT.

(Cap. 230).

NOTICE.

ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Busiro Block 160, Plot No. 4, Land at Zimudi.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Yerimiya Rwogwa, of P.O. Box Nakyesanja, Mutuba II, a Special Certificate, the Title which was originally issued having been lost.

Kampala, **NICHOLAS WAMBOGA,**
1st August, 2018. *for Commissioner of Land Registration.*

THE REGISTRATION OF TITLES ACT.

(Cap. 230).

NOTICE.

ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Busiro Block 534, Plot No. 40, Land at Kisindye.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Kazibwe Ronald, of P.O. Box Kampala, a Special Certificate, the Title which was originally issued having been lost.

Kampala, **NICHOLAS WAMBOGA,**
15th August, 2018. *for Commissioner of Land Registration.*

THE REGISTRATION OF TITLES ACT.

(Cap. 230).

NOTICE.

ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Busiro Block 321, Plot No. 9, Land at Kapeka.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Clever's Origin Junior School, of P.O. Box 35219, Kampala, a Special Certificate, the Title which was originally issued having been lost.

Kampala, **DAN OUNDO MALINGU,**
10th August, 2018. *for Commissioner of Land Registration.*

THE REGISTRATION OF TITLES ACT.

(Cap. 230).

NOTICE.

ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Busiro Block 592, Plot No. 8, Land at Ziba.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Edward Musoke, of P.O. Box Ziba-Wakiso, a Special Certificate, the Title which was originally issued having been lost.

Kampala, GALIWANGO HERMAN NSUBUGA,
6th August, 2018. *for Commissioner of Land Registration.*

THE REGISTRATION OF TITLES ACT.

(Cap. 230).

NOTICE.

ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Busiro Block 412, Plot No. 360, Land at Lutaba.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Francis Harimwomugasho, of P.O. Box 35480, Kampala, a Special Certificate, the Title which was originally issued having been lost.

Kampala, NICHOLAS WAMBOGA,
8th August, 2018. *for Commissioner of Land Registration.*

THE REGISTRATION OF TITLES ACT.

(Cap. 230).

NOTICE.

ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Mawokota Block 156, Plot No. 13, Land at Bulilo.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Antwane Balinya, of P.O. Box Bulilo, a Special Certificate, the Title which was originally issued having been lost.

Kampala, MOSES SSEKITTO,
17th August, 2018. *for Commissioner of Land Registration.*

THE REGISTRATION OF TITLES ACT.

(Cap. 230).

NOTICE.

ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Butambala Block 110, Plot No. 28.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Jemewo Ndagire, of P.O. Box 2043, a Special Certificate, the Title which was originally issued having been lost.

Kampala, EMMANUEL BAMWIITE,
26th May, 2014. *for Commissioner of Land Registration.*

THE REGISTRATION OF TITLES ACT.

(Cap. 230).

NOTICE.

ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Makindye Division, Block 248, Plot No. 341, Land at Kauku.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Joyce Lulindya Opilla, of P.O. Box 14162, Kampala, a Special Certificate, the Title which was originally issued having been lost.

Kampala, KOMUGISHA MARTHA,
13th August, 2018. *for Commissioner of Land Registration.*

THE REGISTRATION OF TITLES ACT.

(Cap. 230).

NOTICE.

ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Mawokota Block 382, Plot No. 53, Land at Bukonoka.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Shemu Kate Musoke, of P.O. Box Bwaise, Mut II, Kyadondo, a Special Certificate, the Title which was originally issued having been lost.

Kampala, MOSES SSEKITTO,
26th July, 2018. *for Commissioner of Land Registration.*

THE REGISTRATION OF TITLES ACT.

(Cap. 230).

NOTICE.

ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Nakawa Division, Block 216, Plot No. 1678, 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 Christine Namisango, of P.O. Box Kamolo, Kyaggwe, a Special Certificate, the Title which was originally issued having been lost.

Kampala, MOSES SSEKITTO,
16th August, 2018. *for Commissioner of Land Registration.*

THE REGISTRATION OF TITLES ACT.

(Cap. 230).

NOTICE.

ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Leasehold Register—Volume 2598, Folio 17, Plot No. 7, Middle Close, Kampala Central, Kampala District.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Rajnish Jain and Amit Jain, of P.O. Box 34412, Kampala, a Special Certificate of Title, under the above Volume and Folio, the Title which was originally issued having been lost.

Kampala, SSEKITTO MOSES,
16th August, 2018. *for Commissioner of Land Registration.*

THE REGISTRATION OF TITLES ACT.

(Cap. 230).

NOTICE.

ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Leasehold Register—Volume 2598, Folio 18, Kampala Central Division Block, Middle Close, Plot No. 8, Land at Kampala.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Amit Jain, of P.O. Box 28380, Kampala, Rajnish Jain of P.O. Box 28380, Kampala, a Special Certificate, the Title which was originally issued having been lost.

Kampala, SSEKITTO MOSES,
13th August, 2018. *for Commissioner of Land Registration.*

THE REGISTRATION OF TITLES ACT.

(Cap. 230).

NOTICE.

ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Leasehold Register—Volume 111, Folio 4, Burahya Block/Road, Isigoma Estate, Plot No. Isigoma Estate, Land at Isigoma Estate.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Baturumayo Musoke Kakiiza, a Special Certificate, the Title which was originally issued having been lost.

Fort Portal, MILTON MATSIKO,
16th August, 2018. *for Commissioner of Land Registration.*

THE REGISTRATION OF TITLES ACT.

(Cap. 230).

NOTICE.

ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Leasehold Register—Volume 1454, Folio 24, Rwampara Block/Road 35, Plot No. 14, Land at Nyabubare.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Haji Abudara Bigyega, a Special Certificate, the Title which was originally issued having been lost.

Mbarara, DIANA BONABANA,
16th August, 2018. *for Commissioner of Land Registration.*

IN THE MATTER OF THE OATHS ACT, CAP. 19

AND

IN THE MATTER OF CHARLINE KOMUGISHA LAKIDI

DEED POLL

BY THIS DEED POLL, I, the undersigned **CHARLINE KOMUGISHA LAKIDI**, of Plot 4, Saddler lane Naguru -Nakawa Division, Kampala, do hereby **ABSOLUTELY RENOUNCE** and **ABANDON** the use of my maiden name **NUWAMANYA**; and in lieu thereof, do assume as from the date hereof, my marriage name **LAKIDI**.

I hereby declare that I shall at all times hereafter in all records, deeds and instruments in writing, and in all actions and proceedings, and in all dealings and transactions, and upon all occasions whatsoever use and sign my name as **CHARLINE KOMUGISHA LAKIDI**.

AND I hereby authorize and request all persons to designate, describe and address me by such name of **CHARLINE KOMUGISHA LAKIDI** only.

IN WITNESS WHEREOF, I have hereunder signed my names as **CHARLINE KOMUGISHA LAKIDI**.

Dated at Kampala, the 06th day of August, 2018.

Signed and delivered by the said **CHARLINE KOMUGISHA LAKIDI**, (Formerly **NUWAMANYA KOMUGISHA CHARLINE**)

Renouncer.

THE MATTER OF THE OATHS ACT, CAP. 19

AND

IN THE MATTER OF CHANGE OF NAMES
BY NAMBAFU SOFELESI**DEED POLL**

The change of Name Deed is made this 31st day of July, 2018 by me **NAMBAFU SOFELESI** of Wandawa Cell, Namatala Ward, Industrial Borough, Mbale Municipality, Mbale District, formerly known as **NAMBAFU SOFELESI MUTEMERE**.

1. That upon birth, I was given the name **NAMBAFU SOFELESI**.
2. That during the National Registration exercise, I included my husband's name **MUTEMERE** hence, I was issued with a National Identity Card with my name printed as **NAMBAFU SOFELESI MUTEMERE**.
3. That all my other related documents bear my correct and rightful name **NAMBAFU SOFELESI**.
4. That I shall at all times hereafter in all records, deeds, documents, other writings, in all actions, proceedings, as well as in all dealings, transactions and on occasions of whatsoever kind subscribe to the new name aforesaid in substitution for my former name to the intent that I may hereafter be known and identified by the new name of **NAMBAFU SOFELESI** instead of my former name of **NAMBAFU SOFELESI MUTEMERE**.
5. That I authorize and require all persons at all times to identify, describe and address me by my new name of **NAMBAFU SOFELESI**.

Sworn at Mbale, by the said **NAMBAFU SOFELESI**, this 31st day of July, 2018.

Deponent.

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

AND

IN THE MATTER OF THE OATHS ACT, CAP. 19

AND

IN THE MATTER OF THE COMMISSIONER FOR
OATHS (ADVOCATES) ACT, CAP. 5

AND

IN THE MATTER OF **BARIGYE WILLIAM
KAGYENZI**

DEED POLL



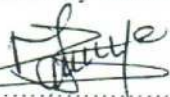
KNOW YE ALL MEN, to whom these presents shall come, that by this Deed Poll, I, **BARIGYE WILLIAM KAGYENZI** the undersigned and a resident of Uganda, of P.O. Box 3555, Kampala Tel:0701502136, do hereby absolutely relinquish, abandon and renounce the use of the names; **WILLIAM MWESIGYE**, which name appears on some of my

documents, record, deed and instruments, and in lieu thereof, assume and adopt the use of the names **BARIGYE WILLIAM KAGYENZI**, by which I shall from henceforth be known, addressed and called at all times, by all persons, in records, dealings, transactions, instruments and otherwise whatsoever.

AND I HEREBY AUTHORISE and request all people to designate and address me by such assumed name of **BARIGYE WILLIAM KAGYENZI** only.

IN WITNESS WHEREOF, I have declared the above, and hereunto subscribe my signature this 29th day of September, 2017.

Signed and delivered by the above named, formerly known as **WILLIAM MWESIGYE**.


Renouncer.

IN THE MATTER OF REGISTRATION OF PERSONS
ACT, NO. 4 OF 2015.

AND

IN THE MATTER OF A DEED POLL IN SUPPORT OF
CHANGE OF NAME BY **TWINAMASIKO KELLEN**.

DEED POLL



KNOW YE ALL MEN THAT, by this Deed Poll, I, **TWINAMASIKO KELLEN**, holder of National ID Card **NIN CF96037106VY9J** issued to me as **TWINAMASIKO KELLEN CONFORT**, a Ugandan adult female of sound mind, and of P.O. Box 24764, Kampala, do hereby renounce, relinquish, and cease use of my former name

TWINAMASIKO KELLEN CONFORT, and in its stead, DO HEREBY ADOPT and assume from this day forthwith the use of my name **TWINAMASIKO KELLEN**.

THAT I DECLARE, that I shall at all times, in all actions, and upon all occasions hereafter, in all records, deeds,

occasions and dealings, private or public or howsoever called, when my name shall be required, use and sign in the name of **TWINAMASIKO KELLEN** as my name in place of my former name.

THAT I expressly authorize and request all persons at all times to designate, describe and address me only by my said assumed and adopted name of **TWINAMASIKO KELLEN**.

IN WITNESS WHEREOF, I have hereunto subscribed to my proper name **TWINAMASIKO KELLEN**, this 7th day of August, 2018, at Kampala.

SIGNED at KAMPALA, this 7th day of August, 2018 by the said **TWINAMASIKO KELLEN**


Renouncer.

IN THE MATTER OF THE REGISTRATION OF
PERSONS ACT, 2015

AND

IN THE MATTER OF THE COMMISSIONER FOR
OATHS (ADVOCATES)
ACT, CAP. 5

AND

IN THE MATTER OF CHANGE OF NAME

DEED POLL



Know ye all men, that by this Deed made this 6th day of August, 2018, that I, **BABIRYE JANE ZANINKA** the undersigned, of P.O. Box 33471, Kampala, Tel: 0704 - 936710, formerly known and referred to as **BABIRYE JANE**, do hereby absolutely renounce and abandon the use of my former name of **BABIRYE JANE**, which name is used on my

National Identification Card and in lieu thereof; do assume and adopt the name **BABIRYE JANE ZANINKA**.

AND in pursuance of such change of name as aforesaid, I hereby declare that; I shall at all material times hereafter in all records, deeds, documents, instruments in writing, and in all actions or proceedings, matters and all occasions, use the name **BABIRYE JANE ZANINKA** in lieu of my former name **BABIRYE JANE** now renounced.

And I hereby authorize and request all and sundry to designate, describe, refer and address me by my assumed name of **BABIRYE JANE ZANINKA**.

IN WITNESS of a Commissioner for Oaths, I have hereunder signed and subscribed my assumed name **BABIRYE JANE ZANINKA**.

DECLARED at Kampala, this 7th day of August, 2018 by the said; **BABIRYE JANE ZANINKA**


Renouncer/Declarant.

IN THE MATTER OF THE DOCUMENTS ACT
AND
IN THE MATTER OF THE NOTIFICATION OF
CHANGE OF NAME

DEED POLL-CHANGE OF NAME



BY THIS DEED I, **TUSIIME ANNIE MAGANGA** of Ggaba Road - Bunga, Kampala District, do hereby declare and solemnly swear and state as follows;

1. That I am a female adult Uganda of sound mind and I do make this Deed Poll in that capacity, whose address of service for purposes of this notice shall be Ggaba Road -

Bunga, Kampala District.

2. That my true name is **TUSIIME ANNIE MAGANGA** as it appears on my Passport.
3. That **TUMUSIIME ANNITAH** is not my true name which appears on my Driving Permit.
4. That am a biological daughter of MR. SILVANO MUGANGA and MRS. FORTUNATE NABAGABE of Ggaba Road - Bunga, Kampala District.
5. That I make this Deed Poll in support of my application to the registrar of documents for the notification of change of name.

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of the Uganda Evidence Act.

Signed and dated the 2nd day of August, 2018 at Kampala by the said;

annie
.....
TUSIIME ANNIE MAGANGA,
Deponent.

IN THE MATTER OF CHANGE OF NAME

DEED POLL



KNOW YE ALL MEN TO WHOM THESE PRESENTS SHALL COME that I, **KYOBUTUNGI PHOEBE** of Rwemikoma Village, Rwemikoma Sub County, Kazo County, Kiruhura District, a businesswoman by profession, who was issued with a Uganda National Identity Card NO. **CF68065103RTAH** under the names **KYOBUTUNGI PAB,**

being a completely different name from mine, have on this 13th day of July, 2018 renounced and abandoned the use of the name **KYOBUTUNGI PAB** which does not appear on any of my official documents, and reverted to the use of my name **KYOBUTUNGI PHOEBE** which appears on my official documents, and shall from henceforth be known, called and addressed as **KYOBUTUNGI PHOEBE.**

Renounced at Kampala, this 9th day of July, 2018 by the said **KYOBUTUNGI PHOEBE.**

Kyobutungi
.....
Kyobutungi
Renouncer.

IN THE MATTER OF CHANGE OF NAME

DEED POLL



KNOW YE ALL MEN TO WHOM THESE PRESENTS SHALL COME that I, **KATO JOHN** of Kabanga Parish, Mpatta Sub County, Mukono District, a barber by profession, who was issued with a Uganda National Identity Card NO. **CM94032105XE9K** under the names **MUSA KATO LUSIBA,** being my other given name which

I rarely use, have on this 9th day of July, 2018 renounced and abandoned the use of the name **MUSA KATO LUSIBA JOHN** which does not appear on my official documents, and reverted to the use of my name **KATO JOHN** which appears on my official documents, and shall from henceforth be known, called and addressed as **KATO JOHN.**

Renounced at Kampala this 9th day of July, 2018 by the said **KATO JOHN.**

Kato

.....
Renouncer.

IN THE MATTER OF CHANGE OF NAME

DEED POLL



BY THIS DEED POLL, I **LWANGA FRITIZO** of care of P.O. Box 33699, Kampala, Uganda, formerly known as **LWANGA BALIMUTTA,** do hereby absolutely renounce, abandon and discard the use of my former name **LWANGA BALIMUTTA,** and in lieu thereof from now onwards adopt and take on the use of the name

LWANGA FRITIZO and henceforth I shall be known as **LWANGA FRITIZO.**

AND IN PURSUANCE of such change of names as aforesaid, I hereby DECLARE that I shall at all material times hereinafter in all records, deeds and instruments in writing, and in dealings, transaction and all occasions whatsoever, when my names shall be required or used, sign and style myself by the names **LWANGA FRITIZO** and however, all documents, instruments and matters preceding this Deed Poll, bearing the former names mentioned hereinbefore shall remain valid, and be construed to read, **LWANGA FRITIZO** instead of my former names hereby renounced.

IN WITNESS WHEREOF, I have hereunder signed and subscribed to my names **LWANGA FRITIZO.**

DATED at Kampala, this 10th day of August, the year 2018.
Signed by the said

Lwanga Fritizo

.....
LWANGA FRITIZO,
Renouncer.

IN THE MATTER OF THE REGISTRATION OF
PERSONS ACT, 2015

AND

IN THE MATTER OF CHANGE OF NAME
BY **MWENDEZE LYDIA**
TO **MWENDEZE LYDIA JACKIE**

DEED POLL



KNOW YE ALL MEN by this Deed Poll, made this 4th day of July, 2018, which is intended to be registered with the Registrar of Documents in Uganda that I, **MWENDEZE LYDIA**, of C/o M/s Joel Cox Advocates, Plot 1 Kimera Road, Ntinda Shopping Centre, 2nd Floor, Suite D03, P.O. Box 31744, Kampala, who has been known by this name, which

name has been used inter-changeably in reference to myself, hereby absolutely and wholly renounce and abandon the use of the name **MWENDEZE LYDIA**, and in lieu thereof adopt, assume and declare my full and proper name to be **MWENDEZE LYDIA JACKIE**.

I DO HEREBY DECLARE that, for the purpose of evidencing such assumption of my name, I shall at all times hereafter in all records, deeds, documents and other writings, and in all actions, suits and proceedings, as well as in all dealings and transactions; private or public, and in all matters whatsoever, and upon all occasions; use and subscribe the said name of **MWENDEZE LYDIA JACKIE** as my name in substitution for my former name **BILAK MWENDEZE LYDIA** so relinquished as aforesaid, to the intent that I herein after be called, known or distinguished not by my former name of **MWENDEZE LYDIA** but by the name of **MWENDEZE LYDIA JACKIE**.

AND I therefore hereby expressly authorize and require all persons whomsoever, at all times to designate, describe and address me by the said lawful and properly adopted name of **MWENDEZE LYDIA JACKIE**.

IN WITNESS WHEREOF, I have hereunto subscribed my proper name as **MWENDEZE LYDIA JACKIE**.

SIGNED at Kampala, by the said **MWENDEZE LYDIA JACKIE**, this 4th day of July, 2018.

Renouncer/Declarant.

IN THE MATTER OF THE BIRTHS AND DEATHS
REGISTRATIONS ACT, CAP. 309

AND

IN THE MATTER OF CHANGE OF NAME
BY **MUSOKE BEATRICE**



KNOW YE ALL MEN, THAT by this Deed Poll, I, **MUSOKE BEATRICE**, of P.O. BOX 73464, formerly known as **MUSOKE BEATRICE NAKIRYA**, a citizen of the Republic of Uganda, do hereby renounce and abandon the use of my former name, and in lieu thereof assume the name **MUSOKE BEATRICE** applied in any order.

For purposes of evidencing such change of name, I hereby declare that at all times hereinafter, in all documents, records, deeds, instruments in writing, dealings and transactions, upon all occasions whatsoever I will use or subscribe to the use of the name **MUSOKE BEATRICE** in lieu of the name **MUSOKE BEATRICE NAKIRYA** as abandoned.

AND I hereby expressly authorize and require that all persons whosoever describe and address me at all material times by the name **MUSOKE BEATRICE**.

IN WITNESS WHEREOF, I hereby subscribe to my adopted and substituted name **MUSOKE BEATRICE**.

DECLARED at KAMPALA, by the said **MUSOKE BEATRICE** this 16th day of July, 2018.

Renouncer.

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

AND

IN THE MATTER OF VERIFICATION OF NAMES
BY **NABAASA DAN MUSINGUZI**.

STATUTORY DECLARATION

I, **NABAASA DAN MUSINGUZI**, C/o of MNA Advocates, 2nd Floor, Kinyara Building, Plot 7/9, 2nd Street, Industrial Area, P.O. Box 34704, Kampala, swear and state as follows:

1. That I am an adult male Ugandan of sound mind and Declarant and well knowledgeable of the matters herein and swear this Declaration in that capacity.
2. That I was born to Mr. Musinguzi David (Deceased) and Mrs. Joy Musinguzi of Kabale Municipality, Kabale District.
3. That I was born on the 9/04/1978 and given the Names **NABAASA DAN** but kept using my father's middle name being **MUSINGUZI**, which name appears in my passport and National Identity Card as my surname.
4. That I have been using the names given to me as **NABAASA DAN MUSINGUZI** on all my academic documents.
5. That when I applied for a passport, the name **MUSINGUZI** was entered as my surname.
6. That the same has since been used on the National Identity Card since a copy of my passport was used as the document of identification.
7. That the true names to be used should be **NABAASA DAN MUSINGUZI** which are my true names and that **MUSINGUZI DAN NABAASA** and **NABAASA DAN MUSINGUZI** are one and the same person.
8. That I swear this declaration in verification of my names and rectification of my Passport and National Identity Card.
9. That whatever is stated herein is true and correct to the best of my knowledge and belief, save for the information in paragraph 2 and 3 whose information was given to me by my natural parents and I believe the same to be true.

Declared at Kampala, this 09th day of August, 2018 by the said **NABAASA DAN MUSINGUZI**.

Declarant.

ACTS SUPPLEMENT

to The Uganda Gazette No. 43, Volume CXI, dated 17th August, 2018.

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

Act 10 *Sale of Goods and Supply of Services Act* 2018

THE SALE OF GOODS AND SUPPLY OF SERVICES ACT, 2018

ARRANGEMENT OF SECTIONS

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**THE SALE OF GOODS AND SUPPLY OF SERVICES
ACT, 2018.**

An Act to provide for the formation, effect, obligations and performance of contracts for the sale of goods and supply of services; to provide for remedies of the parties under those contracts; to provide for consumer protection; and for related matters.

DATE OF ASSENT: 20th December, 2018.

Date of Commencement: 17th August, 2018.

BE IT ENACTED by Parliament as follows:

PART I—PRELIMINARY

1. Interpretation.

(1) In this Act, unless the context otherwise requires—

“action” includes a counter-claim and a set-off;

“ascertained goods” means goods which have become identified subsequent to the formation of the contract;

“bill of lading” means a receipt for goods delivered to and received by a ship, evidencing the terms of the contract under which the goods are delivered and received, and signed by the person who has contracted to carry them, or his or her agent;

“bulk” means a mass or collection of goods of the same kind which—

- (a) is contained in a defined space or area; and
- (b) is such that any goods in the bulk are interchangeable with any other goods of the same number or quantity;

“buyer” means a person who buys or agrees to buy goods or who procures or agrees to procure services;

“computer software” means—

- (a) computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and
- (b) recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled;

“condition” means an agreement with reference to goods which are the subject of a contract of sale, but collateral to the main purpose of such a contract, the breach of which gives rise to a right to reject the goods and treat the contract as repudiated;

“consumer” means a person who purchases goods or services for final use or ownership rather than for resale or use in production;

“contract of sale” includes an agreement to sell as well as a sale;

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

“data message” means data generated, sent, received or stored by computer means and includes—

- (a) voice, where the voice is used in an automated transaction; or
- (b) a stored record;

“delivery” means voluntary transfer of possession from one person to another and includes an appropriation of goods to the contract that results in property in the goods being transferred to the buyer;

“document 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 the possession or control of goods, or authorising or purporting to authorise, either by endorsement or by delivery, the possessor of the document to transfer or receive goods represented by it;

“future goods” means goods to be manufactured or acquired by the seller after the making of the contract of sale;

“goods” includes—

- (a) all things and personal chattels, including specially manufactured goods, which are movable at the time of identification to the contract of sale other than the money representing the price, investment securities and things in action;
- (b) emblements, growing crops, unborn young of animals and things attached to or forming part of the land which are agreed to be severed before sale or under the contract of sale;
- (c) computer software; and

(d) undivided share in goods held in common;

“intellectual property rights” includes industrial property rights, trade marks, copyright, geographical indications;

“Minister” means the minister responsible for trade;

“property” means the general property in goods, and not merely a special property;

“sale” includes a bargain and sale as well as a sale and delivery;

“seller” means a person who sells or agrees to sell goods;

“services” means any service or facility provided for gain or reward or otherwise than free of charge, including services or facilities for—

(a) banking, insurance, grants, loans, credit or financing;

(b) amusement, cultural activities, entertainment, instruction, recreation or refreshment;

(c) accommodation, transport, travel, parking or storage;

(d) the care of persons, animals or things;

(e) membership in a club or organization or any service or facility provided by the club or organization; and

(f) any rights, benefits, privileges, obligations or facilities that are or are to be provided, granted or conferred in the course of services;

but does not include services provided under a contract of employment;

“specially manufactured goods” means goods manufactured according to specifications set out in a contract or other agreement;

“specific goods” means goods and percentages of goods identified and agreed upon by the parties at the time a contract of sale is made and includes undivided shares in specific goods held in common;

“supplier” means a person who supplies or agrees to supply services;

“unascertained goods” means goods not identified and agreed upon at the time the contract is made;

“warranty” means an agreement with reference to goods which are the subject of a contract of sale, but collateral to the main purpose of that contract, the breach of which gives rise to a claim for damages, but not to a right to reject the goods and treat the contract as repudiated.

(2) A thing is done “in good faith” within the meaning of this Act when it is in fact done honestly, whether or not it is done negligently.

(3) In determining whether a person is insolvent within the meaning of this Act, reference shall be made to the Insolvency Act, 2011.

(4) Goods are in a “deliverable state” within the meaning of this Act when they are in such a state that the buyer would, under the contract, be bound to take delivery of them.

PART II—FORMATION OF CONTRACT OF SALE AND SUPPLY OF SERVICES

Contract of sale and supply of services

2. Sale and agreement to sell goods.

(1) A contract of sale of goods is a contract by which the seller transfers or agrees to transfer the property in the goods to the buyer for a money consideration, called the price.

(2) There may be a contract of sale between one part owner and another.

(3) A contract of sale may be absolute or conditional.

(4) Where, under a contract of sale, the property in the goods is transferred from the seller to the buyer, the contract is called a sale.

(5) Where the transfer of the property in the goods is to take place at a future time or subject to conditions to be fulfilled after the making of the contract, the contract is called an agreement to sell.

(6) An agreement to sell becomes a sale when the time elapses, or the conditions are fulfilled subject to which the property in the goods is to be transferred.

3. Contract for the supply of services.

(1) A contract for the supply of services means a contract where a person agrees to carry out a service whether goods are—

- (a) transferred or are to be transferred; or
- (b) bailed or are to be bailed by way of hire, under the contract, regardless of the nature of the consideration for which the service is to be carried out.

(2) Notwithstanding subsection (1), a contract of service or apprenticeship is not a contract for the supply of services.

4. Capacity to contract.

(1) A person has capacity to buy and sell goods or supply services where that person is—

- (a) eighteen years or above;
- (b) of sound mind; and
- (c) not disqualified from contracting by any law.

(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.

(3) Where necessities are sold and delivered to a person under eighteen years, or to a person who, by reason of mental incapacity or drunkenness is incompetent to enter into a contract, he or she must pay a reasonable price for the necessities.

(4) In this section, “necessaries” means goods or services suitable to the condition in life of a person under eighteen or other person, and to his or her actual requirements at the time of the sale and delivery.

Formalities of a contract

5. Making a contract of sale or supply of services.

(1) A contract of sale or supply of services may be made in writing, or by word of mouth, or partly in writing and partly by word of mouth, or in the form of a data message, or may be implied from the conduct of the parties.

(2) This section shall not affect a contract entered into under any other law requiring a contract to be made in a specific manner.

Subject matter of a contract

6. Existing or future goods.

(1) The goods which form the subject of a contract of sale may be existing goods owned or possessed by the seller, or goods to be manufactured or acquired by the seller after the making of the contract of sale, in this Act called “future goods”.

(2) A contract for sale of goods may be made where, the acquisition of such goods by the seller depends upon a contingency which may or may not happen.

(3) Where the seller in a contract of sale of goods or supplier in a contract for the supply of services purports to effect a present sale of future goods or to supply future services, the contract operates as an agreement to sell the goods or supply of services.

(4) A contract for the supply of services may be made where, the acquisition of such service by the supplier depends upon a contingency which may or may not happen.

7. Goods which have perished.

Where there is a contract for the sale of specific goods, and the goods, without the knowledge of the seller have perished at the time when the contract is entered into, the contract is void.

8. Goods perishing after agreement to sell.

Where there is an agreement to sell specific goods, and subsequently the goods, without any fault on the part of the seller or buyer, perish before the risk passes to the buyer, the agreement is void.

The price

9. Ascertainment of price.

(1) The price in a contract of sale of goods or supply of services may be fixed by the contract, or may be left to be determined in a manner agreed by the contract, or may be determined by the course of dealing between the parties.

(2) Where the price is not determined in accordance with subsection (1), the buyer shall pay a reasonable price.

(3) For the purposes of this section, reasonable price is a question of fact dependent on the circumstances of each case and may include a consideration of the prevailing market price.

10. Agreement to sell goods or supply services at valuation.

(1) Where there is an agreement to sell goods on the terms that the price is to be fixed by the valuation of a third party and the third party cannot or does not make the valuation, the agreement is voidable except that if the goods or any part of them have been delivered to and appropriated by the buyer he or she shall pay a reasonable price for the appropriated goods.

(2) Where there is an agreement for the supply of services on the terms that the price is to be fixed by the valuation of a third party and the third party cannot or does not make the valuation, the agreement is voidable except that if the service is partially performed, the buyer shall pay a reasonable price for the service.

(3) Where a third party is prevented from making the valuation by the fault of any party to a contract, the party who is not at fault may bring an action for damages against the party at fault.

Conditions and warranties

11. Stipulations as to time.

(1) Unless a contrary intention appears from the terms of the contract, stipulations as to time of payment are not taken to be of the essence of a contract of sale or supply of services.

(2) Whether any other stipulation as to time is of the essence of the contract depends on the terms of the contract.

(3) Where, under a contract for the supply of services by a supplier acting in the course of business, the time for the services to be carried out is not fixed by the contract, but is left to be fixed in a manner agreed by the contract or determined by the course of dealing between the parties, there is an implied term that the supplier will carry out the service within a reasonable time, and what is a reasonable time is a question of fact.

12. When condition to be treated as warranty.

(1) Where a contract of sale or supply of a service is subject to any condition to be fulfilled by the seller or supplier, the buyer may waive the condition, or may elect to treat the breach of that condition as a breach of warranty, and not as a ground for treating the contract as repudiated.

(2) Whether a stipulation in a contract of sale or supply of services is a condition, the breach of which may give rise to a right to treat the contract as repudiated, or as a warranty, the breach of which may give rise to a claim for damages but not to a right to reject the goods or services and treat the contract as repudiated, depends in each case on the construction of the contract.

(3) A stipulation may be a condition, whether or not it is called a warranty in the contract.

(4) Where a contract of sale or supply of services is—

- (a) not severable and the buyer has accepted the goods or services or part of the goods or services; or
- (b) for specific goods, the property in which has passed to the buyer,

the breach of any condition to be fulfilled by the seller or supplier shall only be treated as a breach of warranty and not as a ground for rejecting the goods or services and treating the contract as repudiated, unless there is a term of the contract, express or implied, to the effect that the goods or services may be rejected and the contract treated as repudiated.

(5) This section shall not affect any condition or warranty, the fulfilment of which is excused by law by reason of impossibility or otherwise.

13. Implied terms as to title.

(1) In a contract of sale, other than one to which subsection (3) applies, there is an implied term on the part of the seller that in the case of a sale, he or she has a right to sell the goods, and in the case of an agreement to sell he or she will have such a right at the time when the property is to pass.

(2) In a contract of sale, other than one to which subsection (3) applies, there is also an implied term that—

- (a) the goods are free, and will remain free until the time when the property is to pass, from any charge or encumbrance not disclosed or known to the buyer before the contract is made; and
- (b) the buyer will enjoy quiet possession of the goods except so far as it may be disturbed by the owner or other person entitled to the benefit of any charge or encumbrance so disclosed or known to the buyer.

(3) Subsection (1) shall not apply to a contract of sale in the case of which there appears from the contract or there is to be inferred from its circumstances an intention that the seller should transfer only such title as he or she or a third party may have.

(4) In a contract to which subsection (3) applies, there is an implied term that the goods shall be free from any charge or encumbrance in favour of any third party, not declared or known to the buyer before or at the time when the contract is made.

(5) In a contract to which subsection (3) applies, there is an implied term that none of the following will disturb the buyer's quiet possession of the goods—

- (a) the seller;
- (b) in a case where the parties to the contract intend that the seller should transfer only such title as a third party may have, that third person; or
- (c) any one claiming through or under the seller or a third person otherwise than under a charge or encumbrance disclosed or known to the buyer before the contract is made.

14. Sale by description.

(1) Where there is a contract for the sale of goods by description, there is an implied condition that the goods shall correspond with the description.

(2) Where the sale is by sample, as well as by description, it is not sufficient that the bulk of the goods correspond with the sample if the goods do not also correspond with the description.

(3) A sale of goods is not prevented from being a sale by description by reason only that, the goods being exposed for sale are selected by the buyer.

(4) This section applies to sales to consumers as well as sales to persons who are not consumers.

15. Implied undertaking as to quality and fitness for purpose.

(1) Subject to this Act or any other law, there is no implied warranty or condition as to the quality or fitness for any particular purpose of goods supplied under a contract of sale.

(2) There is an implied condition that the goods supplied under a contract are reasonably fit for that purpose, where—

- (a) the seller sells goods of a description which it is in the course of the seller's business to supply; and
- (b) the buyer expressly or by implication makes known to the seller the particular purpose for which the goods are required so as to show that the buyer relies on the skill or judgement of the seller, whether the seller is the manufacturer or not,

unless the circumstances show that the buyer in fact does not rely, or that it is unreasonable for the buyer to rely on the seller's skill and judgement.

(3) Where the seller sells goods in the course of business, there is an implied condition that the goods supplied under the contract are of satisfactory quality.

(4) Subsection (3) does not apply to any matter which makes the quality of the goods unsatisfactory—

- (a) which is specifically brought to the attention of the buyer before the contract is made;
- (b) where the buyer examines the goods before the contract is made, which that examination ought to reveal; or
- (c) in the case of a contract for sale by sample, which would have been apparent on a reasonable examination of the sample.

(5) For the purposes of this Act, goods are of satisfactory quality if they meet the standards that a reasonable person would regard as satisfactory, taking into account any description of the goods, the price and all the other relevant circumstances.

(6) For the purposes of this Act, the quality of goods includes—

- (a) their state, condition, appearance and finish;
- (b) their fitness for all the purposes for which goods of the kind in question are commonly supplied;
- (c) safety; and
- (d) durability.

(7) A warranty or condition as to quality or fitness for a particular purpose may be implied in a contract by the usage of trade or custom.

16. Implied term as to quality of materials used in a contract for the supply of services.

Where materials are used under a contract for the supply of services, there is an implied term that the materials will be sound and reasonably fit for the purpose for which they are required.

*Sale by sample***17. Sale by sample.**

(1) A contract of sale is a sale by sample where there is a term in the contract, express or implied, to the effect that the contract is a sale by sample.

(2) In the case of a contract for sale by sample, there is an implied condition that—

- (a) the quality of the bulk shall correspond with the quality of the sample;
- (b) the buyer shall have a reasonable opportunity of comparing the bulk with the sample; and
- (c) the goods shall be free from any defect, rendering their quality unsatisfactory, which would not be apparent on reasonable examination of the sample.

18. Implied terms as to care and skill in supply of services contract.

In a contract for the supply of services where the supplier is acting in the course of business, there is an implied term that the supplier will carry out the services with reasonable care and skill.

19. Express terms not negative implied terms under this Act.

An express warranty or condition shall not replace a warranty or condition implied by this Act.

20. Modification of remedies for breach of condition in certain cases.

(1) Where, in the case of a contract of sale, the buyer is not a consumer with the right to reject the goods by reason of a breach on the part of the seller of a condition implied by this Act, but the breach is so minor that it would not be reasonable for the buyer to reject the goods, the breach shall be treated as a breach of a warranty.

(2) It is for the seller to show under subsection (1) that a breach is so minor that it would not be reasonable for the buyer to reject the goods.

(3) This section applies to all contracts of sale except where parties expressly indicate a contrary intention, or a contrary intention is implied from the contract.

21. Infringement of warranty.

Unless otherwise agreed, where a seller who is a merchant ordinarily dealing in goods of the kind warrants that the goods shall be delivered free from any rightful claim of any third party by way of infringement of intellectual property rights, a buyer who furnishes specifications to the seller shall free the seller from any such claim which arises out of compliance with the specifications.

PART III—EFFECTS OF CONTRACT OF SALE*Passing of property between seller and buyer***22. Property in unascertained goods.**

Where there is a contract for the sale of unascertained goods, property in the goods shall not pass to the buyer until the goods are ascertained.

23. Undivided shares in goods forming part of a bulk.

(1) This section applies to a contract for the sale of a specified quantity of unascertained goods where the following conditions are

met—

- (a) the goods or any of them form part of a bulk which is identified in the contract or by subsequent agreement between the parties; and
- (b) the buyer has paid the price for some or all of the goods which are the subject of the contract and which form part of the bulk.

(2) Where this section applies, unless the parties agree otherwise, as soon as the conditions specified in subsection (1) are met, or at such later time as the parties may agree—

- (a) property in an undivided share in the bulk shall pass to the buyer; and
- (b) the buyer shall become an owner in common of the bulk.

(3) Subject to subsection (4), for the purposes of this section, the undivided share of a buyer in a bulk at any time shall be such shares as the quantity of goods paid for and due to the buyer out of the bulk bears to the quantity of goods in the bulk at that time.

(4) Where the total of the undivided shares of buyers in a bulk determined under subsection (3) would, at any time exceed the whole of the bulk at that time, the undivided share in the bulk of each buyer shall be reduced proportionately so that the total of the undivided shares is equal to the whole bulk.

(5) For the purposes of this section—

- (a) where a buyer has paid the price for only some of the goods due to him or her out of a bulk, any delivery to the buyer out of the bulk shall be ascribed in the first place to the goods in respect of which payment has been made; and
- (b) payment of part of the price for any goods shall be treated

as payment for a corresponding part of the goods.

24. Presumption of consent by co-owner to dealings in bulk goods.

(1) A person who has become an owner in common of a bulk by virtue of section 23 shall be taken to have consented to—

- (a) any delivery of goods out of the bulk to any other owner in common of the bulk, being goods which are due to him or her under his or her contract; or
- (b) any dealing with or removal, delivery or disposal of goods in the bulk by any other person who is an owner in common of the bulk in so far as the goods fall within that co-owner's undivided share in the bulk at the time of the dealing, removal, delivery or disposal.

(2) A person has no right of action against another person who has acted in accordance with subsection (1) in reliance on any consent taken to have been given under that subsection.

(3) This section and section 23 shall not—

- (a) impose an obligation on a buyer of goods out of a bulk to compensate any other buyer of goods out of that bulk for any shortfall in the goods received by that other buyer;
- (b) affect any contractual arrangement between buyers of goods out of a bulk for adjustments between themselves; or
- (c) affect the rights of any buyer under his or her contract.

25. Property in specific or ascertained goods passes when intended to pass.

(1) Where there is a contract for the sale of specific or ascertained goods, the property in the goods passes to the buyer at

such time as the parties to the contract intend it to pass.

(2) For the purpose of ascertaining the intention of the parties regard shall be had to the terms of the contract, the conduct of the parties and the circumstances of the case.

26. Rules for ascertaining intention as to time when property passes.

Unless a contrary intention appears, the following are the rules for ascertaining the intention of the parties as to the time at which the property in the goods is to pass to the buyer—

- (a) where there is an unconditional contract for the sale of specific goods in a deliverable state, the property in the goods passes to the buyer when the contract is made, and it is immaterial whether the time of payment or the time of delivery or both are postponed;
- (b) where there is a contract for the sale of specific goods and the seller is bound to do something to the goods, for the purpose of putting them into a deliverable state, the property shall not pass until that thing is done, and the buyer has notice of it;
- (c) where there is a contract for the sale of specific goods in a deliverable state, but the seller is bound to weigh, measure, test or do some other act or thing with reference to the goods for the purpose of ascertaining the price, the property does not pass until that act or thing is done, and the buyer has notice of it;
- (d) when goods are delivered to the buyer on approval or “on sale or return” or other similar terms, the property in the goods shall pass to the buyer-
 - (i) when he or she signifies his or her approval or acceptance to the seller or does any other act adopting

- the transaction; or
- (ii) if he or she does not signify his or her approval or acceptance to the seller but retains the goods without giving notice of rejection, then, if a time has been fixed for the return of the goods, on the expiration of that time, and if no time has been fixed, on the expiration of a reasonable time;
- (e) where there is a contract for the sale of unascertained or future goods by description, and goods of that description, and in a deliverable state, are unconditionally appropriated to the contract, either by the seller with the assent of the buyer, or by the buyer with the assent of the seller, the property in the goods passes to the buyer and any such assent may be express or implied and may be given before or after the appropriation is made;
 - (f) where, under the contract, the seller delivers the goods to the buyer or to a carrier or other bailee whether named by the buyer or not, for the purpose of transmission to the buyer, and does not reserve the right of disposal, he or she is taken to have unconditionally appropriated the goods to the contract;
 - (g) where there is a contract for the sale of a specified quantity of unascertained goods in a deliverable state forming part of a bulk which is identified in the contract or by subsequent agreement between the parties and the bulk is reduced to, less than that quantity, if the buyer under that contract is the only buyer to whom goods are due out of the bulk,- the remaining goods shall be taken as appropriated to that contract at the time when the bulk is reduced and the property in those goods shall pass to that buyer;
 - (h) paragraph (g) applies also, with necessary modifications where a bulk is reduced to, or to less than the total of the quantities due to a single buyer under separate contracts relating to that single buyer and he or she is the only one to

whom goods are then due out of that bulk.

27. Risk prima facie passes with property.

(1) Unless otherwise agreed, the goods remain at the seller's risk until the property in the goods is transferred to the buyer.

(2) Where the property in the goods is transferred to the buyer under subsection (1), the goods are at the buyer's risk whether delivery has been made or not.

(3) Notwithstanding subsection (1), the risk of loss shall not pass from the seller to the buyer unless the actions of the seller conform with all the conditions imposed upon the seller under the contract.

(4) Where a delivery has been delayed through the fault of the buyer or the seller, the goods are at the risk of the party at fault as regards any loss, which might not have occurred, but for that fault.

(5) This section shall not affect the duties or liabilities of the seller or the buyer as a bailee of the goods of the other party.

(6) Where an aggrieved party in case of breach of contract, is in control of goods and those goods are not covered by his or her insurance, the party in breach is liable for any loss or damage as a result of the breach caused to the aggrieved party.

28. Reservation of right of disposal.

(1) Where there is a contract for the sale of specific goods, or where goods are subsequently appropriated to the contract, the seller may, by the terms of the contract or appropriation, reserve the right of disposal of the goods until certain conditions are fulfilled.

(2) Where the seller reserves the right of disposal of the goods under subsection (1), then, notwithstanding the delivery of the goods to the buyer, or to a carrier or other bailee for the purposes of transmission to the buyer, the property in the goods does not pass to

the buyer until the conditions imposed by the seller are fulfilled.

(3) Where goods are shipped, and by the bill of lading the goods are deliverable to the order of the seller or his or her agent, the seller is *prima facie* taken to reserve the right of disposal.

(4) Where the seller of goods draws on the buyer for the price, and transmits the bill of exchange and bill of lading to the buyer together to secure acceptance or payment of the bill of exchange—

- (a) the buyer is bound to return the bill of lading if he or she does not honour the bill of exchange; and
- (b) where the buyer wrongfully retains the bill of lading, the property in the goods does not pass to him or her.

Transfer of title

29. Sale by person not the owner.

(1) Subject to this Act, where goods are sold by a person who is not the owner of the goods, and who does not sell them under the authority or with the consent of the owner, the buyer acquires no better title to the goods than the seller had, unless the owner of the goods is by his or her conduct precluded from denying the seller's authority to sell.

(2) This Act shall not affect—

- (a) any enactment enabling the apparent owner of goods to dispose of them as if he or she were the true owner of the goods;
- (b) the validity of any contract of sale under any special common law or statutory power of sale or under the order of a court of competent jurisdiction.

30. Sale under voidable title.

When the seller of goods has a voidable title to the goods, but his or her title has not been avoided at the time of the sale, the buyer acquires a good title to the goods, if he or she buys them in good faith

and without notice of the seller's defect in title.

31. Effect of theft or fraud on title of owner of converted goods.

(1) Where goods have been stolen and the offender is prosecuted to conviction, the property in the stolen goods reverts to the person who was the owner of the goods, or his personal representative, notwithstanding any intermediate dealing with them.

(2) Where after the theft the owner loses possession of the goods, the owner or his or her personal representative may by order of the trial court, recover possession of the goods from any person for the time being in possession of the goods.

(3) Notwithstanding any enactment to the contrary, where goods have been obtained by fraud or other wrongful means not amounting to theft, the property in the goods shall not revert in the person who was the owner of the goods, or his or her personal representative, by reason only of the conviction of the offender.

32. Seller or buyer in possession after sale.

(1) Where a person who has sold goods continues or is in possession of the goods, or of the documents of title to the goods, the delivery or transfer by that person, or by an agent acting for him or her, of the goods or documents of title under any sale, pledge, or other disposition of the goods, to any person receiving them in good faith and without notice of the previous sale, shall have the same effect as if the person making the delivery or transfer were expressly authorised by the owner of the goods to make the delivery or transfer.

(2) Where a person who has bought or agreed to buy goods obtains, with the consent of the seller, possession of the goods or the documents of title to the goods, the delivery or transfer by that person, or by an agent acting for him or her, of the goods or documents of title, under any sale, pledge, or other disposition of them, to any person receiving them in good faith and without notice of any lien or other right of the original seller in respect of the goods shall have the same effect as if the person making the delivery or transfer were an agent in possession of the goods or documents of title with the

consent of the owner.

(3) In this section “agent” means a person having, in the ordinary course of his or her business as such an agent, authority either to sell goods, or to consign goods for the purposes of sale, or to buy goods, or to raise money on the security of goods.

33. Effect of warrant of attachment or execution.

(1) A warrant of attachment or other warrant of execution against goods shall bind the property in the goods of the execution debtor as from the time when the warrant is delivered to the bailiff to be executed.

(2) For the better manifestation of that time under subsection (1), it shall be the duty of the bailiff without fee, upon the receipt of a warrant, to endorse upon the back of the warrant, the hour, day, month, and year when he or she received the warrant.

(3) A warrant shall not prejudice the title to the goods referred to in subsection (1) acquired by any person in good faith and for valuable consideration, unless that person had at the time when he or she acquired his or her title, notice that the warrant or any other warrant by virtue of which the goods of the execution debtor might be seized or attached had been delivered to and remained unexecuted in the hands of the bailiff.

PART IV—PERFORMANCE OF CONTRACT OF SALE AND SUPPLY OF SERVICES

34. Duties of seller, supplier and buyer.

(1) It is the duty of the seller to deliver the goods, and of the buyer to accept and pay for the goods, in accordance with the terms of the contract of sale.

(2) It is the duty of the supplier of a service to perform the service and of the buyer to accept and pay for the service in

accordance with the terms of the contract of supply of services.

35. Payment and delivery are concurrent conditions.

(1) Unless otherwise agreed, delivery of goods and payment of the price are concurrent conditions, namely that, the seller must be ready and willing to give possession of the goods to the buyer in exchange for the price, and the buyer must be ready and willing to pay the price in exchange for possession of the goods.

(2) This section applies to sales by instalments in accordance with the agreement of the parties.

(3) Unless otherwise agreed, supply of a service and payment of the price are concurrent conditions.

36. Rules as to delivery.

(1) Whether it is for the buyer to take possession of the goods or for the seller to send them to the buyer is a question depending in each case on the contract, express or implied, between the parties.

(2) Where there is no contract, express or implied, as to place of delivery, the place of delivery is the seller's place of business, if the seller has one, and if not, the seller's residence.

(3) Where the contract is for the sale of specific goods which, to the knowledge of the parties when the contract is made, are in some other place, then that place shall be the place of delivery.

(4) Where under the contract of sale the seller is bound to send the goods to the buyer, but no time for sending them is fixed, the seller is bound to send them within a reasonable time.

(5) Where the goods at the time of sale are in the possession of a third party, there is no delivery by the seller to the buyer until the third party acknowledges to the buyer that he or she holds the goods on behalf of the buyer.

(6) Demand or tender of delivery may be treated as ineffectual unless made at a reasonable hour, and what is a reasonable hour is a question of fact.

(7) Unless otherwise agreed, the expenses of and incidental to putting the goods into a deliverable state shall be borne by the seller.

(8) This section shall not affect the operation of the issue or transfer of any document of title to goods.

37. Delivery of wrong quantity or description.

(1) Where the seller delivers to the buyer a quantity of goods less than the seller contracted to sell, the buyer may reject them, but where the buyer accepts the goods so delivered, the buyer shall pay for the goods at the contract rate.

(2) Where the seller delivers to the buyer a quantity of goods larger than the seller contracted to sell, the buyer may accept the goods included in the contract and reject the rest, or the buyer may reject the whole and where the buyer accepts the whole of the goods delivered the buyer must pay for them at the contract rate.

(3) Where the seller delivers to the buyer the goods the seller contracted to sell mixed with goods of a different description not included in the contract, the buyer may accept the goods, which are in accordance with the contract and reject the rest, or the buyer may reject the whole.

(4) Notwithstanding subsections (1), (2), and (3) a buyer who is not a consumer may not—

- (a) reject the goods, where the seller delivers a quantity of goods less than the seller contracted to sell; or
- (b) reject all the goods where the seller delivers a quantity of goods larger than the seller contracted to sell,

if the shortfall or, as the case may be, the excess, is so minor that it would be unreasonable for the buyer to do so.

(5) It is for the seller to show under subsection (4) that a shortfall or excess is so minor.

(6) The shortfall or excess may be due to a mixture of the goods as referred to in subsection (3).

(7) This section is subject to any usage of trade, special agreement or course of dealing between the parties.

38. Partial rejection of goods.

(1) Where the buyer rejects goods by reason of a breach on the part of the seller which affects some or all of the goods but the buyer accepts some of the goods including any goods not affected by the breach, the buyer does not by accepting some of the goods affected by the breach and goods not affected by the breach lose his or her right to reject the rest of the goods.

(2) In the case of a buyer having the right to reject an instalment of goods, subsection (1) applies as if references to the goods were references to the goods comprised in the instalment.

(3) For the purposes of subsection (1), goods are affected by a breach if, by reason of the breach, they are not in conformity with the contract.

(4) This section applies unless a contrary intention appears in or is to be implied from the contract.

39. Delivery by instalments.

(1) Unless otherwise agreed, the buyer of goods is not bound to accept delivery of the goods by instalments.

(2) Where there is a contract for the sale of goods to be delivered by stated instalments and to be separately paid and the seller makes defective deliveries in respect of one or more instalments or the buyer neglects or refuses to take delivery of or pay for one or more instalments, it is a question in each case, depending on the terms of the contract and the circumstances of the case, whether the breach of

contract is a repudiation of the whole contract or whether it is a severable breach giving rise to a claim for compensation but not to a right to treat the whole contract as repudiated.

40. Delivery to carrier.

(1) Where, under a contract of sale, the seller is authorised or required to send the goods to the buyer, delivery of the goods to a carrier, whether named by the buyer or not, for the purpose of transmission to the buyer is *prima facie* taken to be a delivery of the goods to the buyer.

(2) Unless otherwise authorised by the buyer, the seller shall make a contract with the carrier on behalf of the buyer that is reasonable, having regard to the nature of the goods and the other circumstances of the case.

(3) Where the seller omits to make a contract with the carrier on behalf of the buyer that is reasonable under subsection (2) and the goods are lost or damaged in the course of transit, the buyer may decline to treat the delivery to the carrier as a delivery to himself or herself or may hold the seller responsible in damages.

(4) Unless otherwise agreed, where goods are sent by the seller to the buyer by a route involving sea transit, in circumstances in which it is usual to insure, the seller shall give such notice to the buyer as may enable him or her to insure them during their sea transit.

(5) Where the seller fails to give notice to the buyer under subsection (4), the goods shall be deemed to be at his or her risk during that sea transit.

(6) Where a contract requires or authorises the seller to ship the goods by a carrier but the contract does not require the seller to deliver the goods at a particular destination, the risk of loss passes to the buyer when the goods are duly delivered to the carrier and where the contract requires the seller to deliver them at a particular

destination and the goods are duly tendered at that destination while in the possession of the carrier, the risk of loss passes to the buyer when the goods are duly tendered at that destination to enable the buyer to take delivery.

41. Risk where goods are delivered elsewhere than at place of sale.

Where the seller of goods agrees to deliver them at the seller's own risk at a place other than that where they are when sold, the seller shall, unless otherwise agreed, take any risk of deterioration in the goods necessarily incidental to the course of transit.

42. Buyer's right of examining the goods.

(1) Where goods are delivered to the buyer, which he or she has not previously examined, the buyer shall not be taken to have accepted them until he or she has had a reasonable opportunity of examining them for the purpose of ascertaining whether they are in conformity with the contract.

(2) Unless otherwise agreed, when the seller tenders delivery of goods to the buyer, the seller is bound, on request, to afford the buyer a reasonable opportunity of examining the goods for the purpose of ascertaining whether they are in conformity with the contract.

43. Acceptance.

(1) The buyer is taken to have accepted the goods—

- (a) when the buyer intimates to the seller that the buyer has accepted them;
- (b) when the goods have been delivered to the buyer and the buyer does any act in relation to the goods which is inconsistent with the ownership of the seller; or
- (c) when, after the lapse of a reasonable time, the buyer retains the goods without intimating to the seller that he or she has rejected them.

(2) The questions that are material in determining, for the purposes of subsection (1), whether a reasonable time has elapsed include whether the buyer has had a reasonable opportunity of examining the goods.

(3) The buyer shall not by virtue of this section be taken to have accepted the goods merely because the buyer asks for, or agrees to their repair by or under an arrangement with the seller or the goods are delivered to another person under a sub-sale or other disposition.

(4) Where the contract is for the sale of goods making one or more commercial units of sale, a buyer accepting any goods included in a unit is taken to have accepted all the goods making the unit.

(5) In subsection (4) “commercial unit” means a unit, division of which would materially impair the value of the goods or the character of the unit.

44. Buyer not bound to return rejected goods.

Unless otherwise agreed, where goods are delivered to the buyer, and the buyer refuses to accept them, having the right to do so, the buyer is not bound to return them to the seller, and it is sufficient if the buyer intimates to the seller that he or she refuses to accept them.

45. Liability of buyer for neglecting or refusing to take delivery of goods.

(1) Where the seller is ready and willing to deliver the goods, and requests the buyer to take delivery, and the buyer does not take delivery within a reasonable time after the request to take delivery of the goods, the buyer is liable to the seller for any loss occasioned by his or her neglect or refusal to take delivery, and also for a reasonable charge for the care and custody of the goods.

(2) Subsection (1) shall not affect the rights of the seller where the neglect or refusal of the buyer to take delivery amounts to a repudiation of the contract.

46. Implied term as to time for performance of services.

Where, under a contract for the supply of services by a supplier acting in the course of business, the time for the services to be carried out is not fixed by the contract, but is left to be fixed in a manner agreed by the contract or determined by the course of dealing between the parties, there is an implied term that the supplier will carry out the service within a reasonable time, and what is a reasonable time is a question of fact.

PART V—RIGHTS OF BUYER IN RESPECT OF DAMAGED GOODS**47. Right to repair or replace goods.**

(1) Where the goods do not conform to the contract, the buyer may require the seller to replace or repair the goods.

(2) Where the buyer requires the seller to replace or repair goods, the seller shall—

- (a) repair or as the case may be, replace the goods within a reasonable time but without causing significant inconvenience to the buyer; and
- (b) bear any necessary costs incurred in doing so, including in particular, the cost of any labour, material or postage.

(3) The buyer shall not require the seller to repair or replace the damaged goods if that remedy is—

- (a) impossible;
- (b) disproportionate in comparison to the other remedies available; or
- (c) disproportionate in comparison to an appropriate reduction in the purchase price under section 48.

(4) A remedy is disproportionate in comparison to the other remedies where it imposes costs on the seller which, in comparison to those imposed on him or her by the other remedies, are unreasonable, taking into account—

- (a) the value which the goods would have if they conformed to the contract of sale;
- (b) the significance of the lack of conformity; and
- (c) whether the other remedy could be effected without significant inconvenience to the buyer.

(5) A question as to what is a reasonable time or significant inconvenience is to be determined by reference to the nature of the goods and the purpose for which the goods are acquired.

48. Right to reduce purchase price or rescind contract.

(1) Where goods under a contract of sale do not conform to the contract, the buyer may require the seller to reduce the purchase price of the goods in question by an appropriate amount or rescind the contract with regard to those goods if the condition in subsection (2) is satisfied.

(2) The condition is that—

- (a) it is impossible for the seller to repair or replace the goods, or it is disproportionate to repair or replace the goods in comparison to other remedies available or it is disproportionate in comparison to an appropriate reduction in the purchase price; or
- (b) the buyer has required the seller to repair or replace the goods, but the seller neglects or refuses to do so within a reasonable time and without significant inconvenience to the buyer.

(3) For the purposes of this section, if the buyer rescinds the contract, any reimbursement to the buyer may be reduced to take into account the use the buyer has had of the goods since they were delivered to him or her.

49. Relation to other remedies.

Where the buyer requires the seller to repair or replace the goods, the buyer shall not reject the goods and terminate the contract for breach of condition until he or she has given the seller a reasonable time in which to repair or replace the goods.

PART VI—RIGHTS OF UNPAID SELLER AGAINST THE GOODS**50. Unpaid seller defined.**

(1) A seller of goods is an “unpaid seller” within the meaning of this Act—

- (a) when the whole of the price has not been paid or tendered;
or
- (b) when a bill of exchange is received as conditional payment, and the condition on which it was received has not been fulfilled by reason of the dishonour of the instrument or otherwise.

(2) In this Part “seller” includes any person who is in the position of a seller, such as, an agent of the seller to whom the bill of lading has been endorsed, or a consignor or agent who has himself or herself paid, or is directly responsible for, the price.

51. Rights of unpaid seller.

(1) Subject to this Act or any other law, notwithstanding that the property in the goods may have passed to the buyer, the unpaid seller of goods, has by implication of law—

- (a) a lien on the goods or right to retain them for the price while he or she is in possession of the goods;

- (b) in the case of the insolvency of the buyer, a right of stopping the goods in transit after he or she has parted with the possession of the goods;
- (c) a right of re-sale as limited by this Act.

(2) Where the property in the goods has not passed to the buyer, the unpaid seller has, in addition to his or her other remedies, a right of withholding delivery similar to and co-existent with his or her rights of lien and stoppage in transit where the property has passed to the buyer.

Unpaid seller's lien

52. Unpaid seller's lien.

(1) Subject to this Act, the unpaid seller of goods who is in possession of them is entitled to retain possession of the goods until payment or tender of the price where—

- (a) the goods have been sold without any stipulation as to credit;
- (b) the goods have been sold on credit, but the term of credit has expired; or
- (c) the buyer becomes insolvent.

(2) The seller may exercise his or her right of lien, notwithstanding that he or she is in possession of the goods as agent or bailee for the buyer.

53. Lien after part delivery.

Where an unpaid seller has made part delivery of the goods, he or she may exercise his or her right of lien or retention on the remainder unless the part delivery has been made in such circumstances as to show an agreement by the seller of the goods to waive the lien or right of retention.

54. Termination of lien.

(1) This section is subject to any usage of trade, special agreement or course of dealing between the parties.

(2) The unpaid seller of goods shall lose his or her lien or right of retention on the goods—

- (a) when he or she delivers the goods to a carrier or other bailee for the purpose of transmission to the buyer without reserving the right of disposal of the goods;
- (b) when the buyer or his or her agent lawfully obtains possession of the goods; or
- (c) by waiver of the lien or right of retention.

(3) The unpaid seller of goods having a lien or right of retention on the goods does not lose his or her lien or right of retention by reason only that he or she has obtained a judgment or decree for the price of the goods.

*Stoppage in transit***55. Right of stoppage in transit.**

Subject to this Act, when the buyer of goods becomes insolvent, the unpaid seller who has parted with the possession of the goods has the right of stopping them in transit and resuming possession of the goods as long as they are in the course of transit and may retain them until payment or tender of the price.

56. Duration of transit.

(1) Goods are taken to be in the course of transit from the time when they are delivered to a carrier by land, air or water, or other bailee for the purpose of transmission to the buyer, until the buyer or his or her agent for the purpose takes delivery of them from that carrier or other bailee.

(2) The transit shall end if the buyer or his or her agent obtains delivery of the goods before their arrival at the appointed destination.

(3) The transit shall end, if, after the arrival of the goods at the appointed destination, the carrier or other bailee acknowledges to the buyer, or his or her agent, that he or she holds the goods on his or her behalf and continues in possession of them as bailee for the buyer, or his or her agent, and it is immaterial that a further destination for the goods has been indicated by the buyer.

(4) The transit shall not be taken to be at an end, if the goods are rejected by the buyer and the carrier or other bailee continues in possession of them, even if the seller has refused to receive them back.

(5) When the goods are delivered to a ship chartered by the buyer, it is a question depending on the circumstances of the particular case, whether they are in the possession of the master as a carrier, or as agent to the buyer.

(6) Transit shall be taken to have ended where the carrier or other bailee wrongfully refuses to deliver the goods to the buyer, or the buyer's agent for the purpose.

(7) Where part delivery of the goods has been made to the buyer, or the buyer's agent for the purpose, the remainder of the goods may be stopped in transit, unless that part delivery has been made in such circumstances as to show an agreement to give up possession of the whole of the goods.

57. Mode of stopping goods in transit.

(1) The unpaid seller may exercise his or her right of stopping goods in transit either by taking actual possession of the goods, or by giving notice of his or her claim to the carrier or other bailee in whose possession the goods are.

(2) The notice under subsection (1) may be given either to the person in actual possession of the goods or to his or her principal.

(3) In the case of notice to the principal, to be effectual, it must be given at such time and in such circumstances that the principal, by the exercise of reasonable diligence, may communicate it to his or her servant or agent in time to prevent a delivery to the buyer.

(4) When notice of stoppage in transit is given by the seller to the carrier or other bailee in possession of the goods, he or she must re-deliver the goods to, or according to the directions of, the seller and the expenses of the re-delivery shall be borne by the seller.

Resale by buyer or seller

58. Effect of sub-sale or pledge by buyer.

(1) Subject to this Act, the unpaid seller's right of lien or retention or stoppage in transit is not affected by any sale or other disposition of the goods which the buyer has made, unless the seller has assented to it.

(2) The unpaid seller's right of lien or retention or stoppage in transit shall be defeated where a document of title to goods has been lawfully transferred to any person as a buyer or owner and that person, by way of sale transfers the document to a person who takes the document in good faith and for valuable consideration.

(3) Where under subsection (2) the transfer was by way of pledge or other disposition for value, the unpaid seller's right of lien or retention or stoppage in transit can only be exercised subject to the rights of the transferee.

59. Sale not generally rescinded by lien or stopping goods in transit.

(1) Subject to this section, a contract of sale is not rescinded by the mere exercise by an unpaid seller of his or her right of lien or retention or stopping goods in transit.

(2) Where an unpaid seller who has exercised his or her right of lien or retention or stoppage in transit re-sells the goods, the buyer acquires a good title to the goods as against the original buyer.

(3) Where the goods are of a perishable nature, or where the unpaid seller gives notice to the buyer of his or her intention to re-sell, and the buyer does not within a reasonable time pay or tender the price, the unpaid seller may re-sell the goods and recover from the original buyer, damages for any loss occasioned by his or her breach of contract.

(4) Where the seller expressly reserves a right of re-sale if the buyer makes default, and on the buyer making default re-sells the goods, the original contract of sale is rescinded, but without prejudice to any claim the seller may have for damages.

PART VII—ACTIONS FOR BREACH OF CONTRACT OF
SALE AND SUPPLY OF SERVICES

Remedies of seller and supplier

60. Action for the price.

(1) Where, under a contract of sale, the property in the goods has passed to the buyer, and the buyer wrongfully neglects or refuses to pay for the goods according to the terms of the contract, the seller may bring an action against the buyer for the price of the goods, together with any incidental damages.

(2) Where under a contract of sale, the price is payable on an agreed date irrespective of delivery, and the buyer wrongfully neglects or refuses to pay that price, the seller may bring an action against the buyer for the price, together with any incidental damages, although the property in the goods has not passed, and the goods have not been appropriated to the contract.

(3) Where, under a contract for supply of services, the service has been supplied, and the buyer wrongfully neglects or refuses to pay for the service according to the terms of the contract, the supplier may bring an action against the buyer for the price of the service, together with any incidental damages.

61. Action for non-acceptance.

(1) Where the buyer wrongfully neglects or refuses to accept and pay for the goods, the seller may bring an action against the buyer for damages for non-acceptance.

(2) The measure of damages is the difference between the contract price and the market or current price at the time when the goods ought to have been accepted, or, if no time was fixed for acceptance, then at the time of the refusal to accept.

(3) Where the measure of damages provided in subsection (2) is inadequate to put the seller in as good a position as performance would have done, then the measure of damages is the profit, including reasonable overhead, which the seller would have made from full performance by the buyer, together with any incidental damages, due allowance being made for reasonably incurred and due credit being given for payments or proceeds of resale.

(4) Where the buyer wrongfully neglects or refuses to accept and pay for the service, the suppliers may bring an action against the buyer for damages for non-acceptance.

Remedies of buyer

62. Action for non-delivery of goods or failure to supply services.

(1) Where the seller or supplier wrongfully neglects or refuses to deliver the goods or supply services to the buyer, the buyer may maintain an action against the seller or supplier for damages for non-delivery of the goods or failure to supply services.

(2) The measure of damages is the difference between the contract price and the market or current price at the time or times when the goods ought to have been delivered or supplied the services, or, if no time was fixed, then at the time of the refusal to deliver or supply.

(3) In the case of a breach by the seller or supplier, the buyer may—

- (a) in good faith and without unreasonable delay, make any reasonable purchase of or contract to purchase goods in substitution for those due from the seller; and
- (b) recover from the seller as damages, the difference between the cost of the new purchase price and the contract price, together with any incidental or consequential damages, but less the expenses saved in consequence of the seller's breach.

63. Right to specific performance.

(1) In an action for breach of contract to deliver specific or ascertained goods or services, the court may, on the application of the plaintiff, by its judgement or decree, direct that the contract shall be performed specifically, without giving the defendant the option of retaining the goods on payment of damages.

(2) The judgement or decree may be unconditional, or upon such terms and conditions as to damages, payment of the price and otherwise, as the court may consider just, and the application by the plaintiff may be made at any time before delivery of judgement or decree.

64. Remedy for breach of warranty.

(1) Where there is a breach of warranty by the seller, or where the buyer elects, or is compelled, to treat any breach of a condition on the part of the seller as a breach of warranty, the buyer is not by reason only of that breach of warranty entitled to reject the goods, but the buyer may—

- (a) set up against the seller the breach of warranty in diminution or extinction of the price; or
- (b) bring an action against the seller for damages for the breach of warranty.

(2) This section is subject to any usage of trade, special agreement or course of dealing between the parties.

(3) The measure of damages for breach of warranty is the estimated loss directly and naturally resulting, in the ordinary course of events, from the breach of warranty.

(4) In the case of breach of warranty of quality, the loss is prima facie unless the contrary is proved, the difference between the value of the goods at the time of delivery to the buyer and the value the goods would have had if they had answered to the warranty.

(5) The fact that the buyer has set up the breach of warranty in diminution or extinction of the price does not prevent the buyer from maintaining an action for the same breach of warranty if he or she has suffered further damage.

65. Incidental and consequential damages.

(1) Incidental damages resulting from the buyer's breach include any—

- (a) commercially reasonable charges, expenses or commission incurred in stopping delivery, in the transportation; or
- (b) care and custody of goods after the buyer's breach, in connection with the return or re-sale of the goods or otherwise resulting from the breach.

(2) Incidental damages resulting from the seller's breach include—

- (a) expenses reasonably incurred in inspection, receipt, transportation and care and custody of goods rightfully rejected;
- (b) any commercially reasonable charges;
- (c) expenses or commissions in connection with effecting insurance cover; and
- (d) any other reasonable expenses incidental to the delay or other breach.

(3) Consequential damages resulting from the sellers breach include—

- (a) any loss resulting from general or particular requirements and needs of which the seller at the time of contracting had reason to know and which could not reasonably be prevented by insurance cover or otherwise; and
- (b) injury to person or property proximately resulting from any breach of warranty.

66. Interest and special damages.

This Act shall not affect the right of the buyer or the seller to recover interest or special damages in any case where by law interest or special damages may be recoverable, or to recover money paid where the consideration for the payment of it has failed.

PART VII—MISCELLANEOUS

67. Variation of implied rights.

Where any right, duty or liability would arise under a contract of sale or supply of services by implication of law, it shall not be negated or varied by express agreement or by the course of dealing between the parties, or by usage.

68. Reasonable time.

Where, by this Act, any reference is made to a reasonable time, the question of what is a reasonable time is a matter of fact.

69. Rights enforceable by action.

Where any right, duty or liability is declared by this Act, it may, unless otherwise provided by this Act, be enforced by action.

70. Auction sales.

(1) In the case of sale by auction—

- (a) where goods are put up for sale by auction in lots, each lot is *prima facie* taken to be the subject of a separate contract of sale;
- (b) a sale by auction is complete when the auctioneer announces its completion by the fall of the hammer or in other customary manner, and until that announcement is made, any bidder may retract his or her bid;
- (c) where a sale by auction is not notified to be subject to a right to bid on behalf of the seller, it is lawful for the seller to bid himself or herself or to employ any person to bid at that sale, or for the auctioneer knowingly to take any bid from the seller or any such person, and any sale that contravenes that rule may be treated as fraudulent by the buyer and

- (d) a sale by auction may be notified to be subject to a reserved or upset price, and a right to bid may also be reserved expressly by or on behalf of the seller.

(2) Where a right to bid is expressly reserved, but not otherwise, the seller, or any one person on his behalf, may bid at the auction.

71. Power of Minister to amend Schedule.

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

72. Repeal.

The Sale of Goods Act, Cap. 82 and the Bulk Sales Act, Cap. 69, are repealed.

73. Savings.

The provisions of this Act relating to contracts of sale do not apply to any transaction in the form of a contract of sale which is intended to operate by way of mortgage, pledge, charge or other security.

SCHEDULE

Section 2

CURRENCY POINT

One currency point is equivalent to twenty thousand shillings.