

**THE REPUBLIC OF UGANDA  
IN THE HIGH COURT OF UGANDA AT KAMPALA  
(CIVIL DIVISION)  
CIVIL SUIT NO. 139 of 2018**

- 1. ONANG CHRISTOPHER**
- 2. OYUKU BENSON LEO**
- 3. ADAR JIMMY**
- 4. ADUPA WALTER OCEN ::: PLAINTIFFS**
- 5. OCEN MORRIS**
- 6. OGWOK DANIEL**
- 7. NYEKO GEOFFREY**
- 8. ODONGO FELIX**

**VERSUS**

**ROOFINGS LIMITED ::: DEFENDANT**

**AND**

**TALENT AFRICA LIMITED ::: THIRD PARTY**

**BEFORE HON. JUSTICE SSEKAANA MUSA**

**JUDGMENT**

The plaintiffs stated that on the 19<sup>th</sup> day of August 2017, the plaintiffs were approached by Asonya Moses and requested to participate in a sports activity whose purpose was to secure sponsors for the sportsmen. The plaintiffs on 20<sup>th</sup> August went to Nambole Stadium expecting that the activity would last a maximum of 30 minutes.

The plaintiffs were given sports uniforms which had numbers and words embroiled on them to wit; *Kiwani, Roofings AZ Ltd, feeke, Kichups* among others. The plaintiffs were given instructions on the conduct of the activity and that only one winner who was preselected and none of the plaintiffs could win the 'race' regardless of the circumstance.

The plaintiffs embarked on the activity which was to run a race while filming

crews did the filming and water from water cannon was sprayed against the plaintiffs to create an impression of rainfall. This activity was repeated to enable the filming crew come up with a clear video.

The plaintiffs upon the completion of the exercise, were given 150,000/= by Moses Asonya and were required to hand over the sport uniforms. Later in December 2017 the plaintiffs received numerous telephone calls from people congratulating them for having landed into a prestigious advertisement and deal with the defendant.

In defence, the defendant contended that they never entered a contract for a sports sponsorship of the plaintiffs and this suit is a ploy for unjust enrichment. The defendant has never contracted Moses Asonya to secure sports sponsorship for the plaintiffs and Moses Asonya is not an agent of the defendant.

The plaintiffs refer to an event in which several sportsmen were invited to attend and sell their image rights which were to be used for an advertisement of the defendant for which the said sportsmen and if at all the plaintiffs were among them were paid in full.

The defendant contended that the sportsmen were made aware from the onset that the purpose of their engagement was a television commercial advertisement for which they were remunerated.

The third party contended that the plaintiffs were aware and knew the purpose of the shoot being a TV commercial shoot for ROOFINGS LTD and were never under any deceit as to the actual purpose of the TV commercial shoot.

The plaintiffs attendance and participation in the shoot was obtained with their consent, having been sourced through Uganda Olympic Committee (UOC) channels and that the plaintiffs were fully paid as per the payment schedule communicated to them.

The plaintiffs were duly informed before the commercial shoot and on the date of the shoot by UOC, Coach Asonya and the Director of the Shoot as to the purpose of the shoot being for a TV Commercial in an advertising campaign for the defendant and by their participation they consented to the use of their images in

the defendants TV Commercial advertisement. The day of the shoot at Namboole was also graced by officials from Uganda Federation and MAAD advertisement.

The parties at scheduling framed the following issues for court's determination;

1. *Whether the plaintiff has a cause of action against the Defendant and/or the third party?*
2. *Whether the Plaintiffs' image rights were infringed upon by the defendant and/or third party?*
3. *Whether the defendant and/or third party are liable for passing off, misrepresentation, deceit and false endorsement?*
4. *Whether the defendant and/ or third party unjustly enriched themselves by use of the plaintiffs' images?*
5. *Whether the plaintiffs are entitled to 10% royalty fees arising out of the sale of the product, subject to this suit?*
6. *Whether the third party (talent Africa Ltd) is liable to indemnify the defendant for any sum the defendant may be adjudged to pay the plaintiffs in this suit?*
7. *What remedies are available to the parties?*

The plaintiff was represented by *Counsel Yovino Okwir* and *Counsel Adams Makmot-Kibwanga & Counsel Emily Ankunda* while the defendant was represented by *Counsel Simon Tendo Kabenge* and Third Party was represented *Counsel Allan Nshimye (now Judge of the High Court)*

The parties led evidence in support of their respective cases and after the hearing they filed written submissions which I have considered in this case.

The major issue for consideration is;

***Whether the Plaintiffs' image rights were infringed upon by the defendant and/or third party.?***

The plaintiffs' counsel submitted that Image rights refer to the right to use

someone's name, reputation, performance, or image for commercial purposes. The legal regime as regards image rights in Uganda has not been largely explored as there is little jurisprudence from our jurisdiction both statutory and or by way of precedent. The same has however been a subject of actions in other common law jurisdictions which have to a large extent described the same as personality rights.

Image rights in Uganda are protected under common law, and it has been held that an individual's identity is infringed where a person's image is used or appropriated without his or her permission for advertising purposes, creating the false impression that such person has consented to such conduct or supports the advertised product, service or business. **Hon. Justice Dr. Henry Peter Adonyo, in the case of Asege Winnie vs. Opportunity Bank Ltd & MAAD Ltd (3<sup>rd</sup> party)** held that,

*“Under the common law jurisprudence a personality right is the right of an individual to control the commercial use of his or her name, image, likeness, or other unequivocal aspects of one's identity. This right to personality is classified into two categories;*

*The right of publicity or to keep one's image and likeness from being commercially exploited without permission or contractual compensation and the right to privacy, and;*

*The right to be left alone and not have one's personality represented publicly without permission.*

*Basically under common law jurisprudence publicity rights fall in the realm of the tort of “passing off” which idea was developed on the notion of natural rights that every individual should have a right to control how, if at all, his or her “persona” is commercialized by third parties who intend to help propel their sales or visibility of own product or service.”*

In the above cited case which counsel invited this honorable court to agree is on all fours with the current matter present for determination, the learned judge clearly addressed himself on the legal regime and grounds to satisfy to succeed in a claim for infringement of image rights.

Permission and consent is a key aspect in a claim for infringement of one's image rights. Permission simply means that one party has given authorization to another to do an act or to use something. This is important in such claims because the plaintiff on being seen endorsing the defendant brand, he is associated with such a product, therefore where the plaintiff does not intend to endorse a given product through advertisements for the defendant then the plaintiff from the outset needs to be consulted on whether he is giving or intends to give the authorization to the defendant to use the plaintiff's images for their advertisement.

The consent or permission aspect goes hand in hand with the aspect of someone's right to privacy, and therefore there is always need for the defendant to acquire the plaintiff's explicit consent, most times in writing, rather than constructively. The plaintiff's witnesses PW1, PW2, and PW3 testified that the defendant and third party did not acquire their permission or consent to use their images for the "*Azed iron sheets*" advertisement.

The defendant and third party did not lead any evidence whatsoever to prove or show that they acquired the explicit consent or permission whether in writing or orally for the use of the plaintiff's images for the *Azed iron sheets* advertisement. From the testimonies of the defendant and third party's witnesses as well as their pleadings, they seem to drive a false narrative that given the unusual environment of the venue where filming was done (Namboole stadium) the plaintiffs ought to have known that the filming/shoot was for an advertisement and not for soliciting sponsorship as they had been informed, and that their non-refusal to have the crew stop filming or by not stopping the people from filming them, it meant that they consented to the use of their images.

Consent to use a person's images for commercial gain ought to be explicit, clear and not disguised or implied. The consent must be attained before the defendant uses the plaintiff's image or does acts of acquiring the plaintiff's image, such as filming in this case.

Counsel submitted further that for one to succeed in an action for infringement of image rights such a person has to prove the following basic elements:

- The plaintiff must be identifiable.
- The defendant's action was intentional.

- The defendant must have acted for the purpose of commercial gain.

The Canadian courts have examined this position and in the case of ***Krouse v Chrysler Canada Ltd (1973) 13 CPR (2d) 28*** it was noted that where a person has marketable value in their likeness and it has been used in such a manner that suggests an endorsement of a product then there is ground for an action in appropriation of such a person's personality with the case of ***Athans v Canadian Adventure Camps (1977) CAN H1 1255***, having the view that personality right included both image and name.

PW1, Mr. Adupa Walter Ocen testified before the honorable court that indeed himself and the other plaintiffs were the persons appearing in the defendant's advert for the *Azed iron sheets* which was broadcasted and webcasted on various media platforms in the month of December 2017. A video compact disc showing the advertisement that was used by the defendant was tendered in court as P.Ex2 and photographs of the postings of the advert on social media were admitted in court as P.Ex1.

In the tendered compact disc which was played in court, the faces of the plaintiffs were clearly identifiable as appearing in the said advert. This coupled with the testimonies of the witnesses PW2, and PW3 Onang Christopher, and Nyeko Geoffrey respectively; that they appeared in the advert for the defendant solidifies this aspect. The defendants and third party led evidence in court which did not contest that on the 20<sup>th</sup> day of August 2017; indeed an advert was shot at Namboole stadium with the plaintiffs appearing in the said advert.

In addition to the above, the plaintiff's witnesses all testified that they were accomplished athletes in their various sports disciplines with a number of accolades and medals attributed to their performances such as gold, silver among others, at national and international levels. The plaintiffs were easily identifiable by the general public, friends and relatives and it is on surprise that they were receiving numerous calls from people about the advert when it was seen on television and social media.

***The defendant's action was intentional.***

The defendant was desirous of making an advertisement for their product, Azed iron sheets, and further went on to contract the third party for purposes of

production of the said advertisement and also creation of the necessary budgets for this undertaking. The third party's witness, TPW1 Mr. Alykhan Alibhai testified before the honorable court, that the defendant went ahead and approved the desired story or concept of the advertisement before the shooting of the activities later in August of 2017. That even after shooting/filming of the advertisement, the defendant had to view the same and then they approved the same to be aired on television stations and social media.

That even after the advertisement was filmed and presented to the defendant, they intentionally approved the same with the faces of the plaintiff's to be used on various media to advertise their products. Therefore, resulting from all the above actions of the defendant and third party it is clear that they intentionally used the images of the plaintiffs without their consent in the making of their advertisement.

***The defendant must have acted for the purpose of commercial gain***

Counsel contended that it is clear that the defendant had made the advertisement for their Azed iron sheets for commercial gain, within the said advert, the commentary shows how the iron sheets are better than any other iron sheets on the market. The advert alludes to the other competing iron sheets on the market as "kichups", "kiwaani", "ffeeke" among other connotations. The defendant's product is presented to be superior so as to boost the sales and profits of the defendant's product. According to the defendant's evidence of the "runners shortlist script" admitted as D.E1, at page 10, after elaborating how the entire advertisement with the plaintiffs as runners would flow, it concludes with the words,

*"No matter the storm, Azed will be the last roof standing, Lasts up to 5 times longer than other iron sheets. We see our winner celebrating with gold"*

The advertisement according to the said script which was adopted shows that indeed the defendants intended to achieve commercial gain from the said advertisement, and its maximum promotion of their products as elaborated through the plaintiff's performance on the race track. The advertisement was neither for social responsibility or awareness or any other sort of non-profit undertaking but solely for commercial gain.

The defendants counsel submitted that this court needs to determine is whether

if any of the plaintiffs appeared in the photo and video shoot, they were aware that the photo and video shooting exercise by the third party (Talent Africa) was to be used in a television commercial advertisement for the defendants' AZED iron sheets?

TPW1 gave evidence that the plaintiffs were fully informed that they were to appear in the photo and video shoot which was to be used to prepare an advert for the Defendant Roofings AZED iron sheets and the amount to be paid to them was stated.

To support this evidence, TPW1 and TPW2 both referred the court to Exhibits DE8, DE9, DE10 and DE11 where the terms of engagement were stated prior and communicated to their captain Adupa Walter PW1.

Both TPW1 and TPW2 further testified that the runners who appeared at Namboole for the event were fully aware that they were to participate in a photo and video shoot which was later to be used to prepare a commercial advert for the Defendant. The runners were further briefed by Moses Asonya and the Director of the production at the venue of the event before the shoot and the plaintiffs further accepted to participate in the event.

TPW1 gave evidence that there was to be a predetermined winner wearing the vest marked AZED and the rest were to lose the race. Those racers wearing Kichups, Feeke and Kiwanyi were meant to fall down, hold umbrellas while they were running, pour water out of their shoes, slip on purpose, make sure they didn't finish the race and it was very clear that the one who would finish and win was AZED, with the intention to show that AZED iron sheets were superior to other iron sheets in the market, something that was in line with the script provided Exhibit DE1.

Counsel contended that, this court also ought to determine whether if any of the plaintiffs appeared in the photo and video shoot, they sold their image rights to the third party (Talent Africa) which images were to be used to prepare a television commercial advertisement for the defendants' AZED iron sheets, and whether they were paid consideration for the use of their image rights?



Both TPW1 and TPW2 gave evidence that the plaintiffs were paid money at the venue after the shoot. TPW2 testified that the plaintiffs lined up after the event each runner receiving a sum of 400,000/= with the lead runner receiving 700,000/=.

The plaintiff's witnesses PW1, PW2 and PW3 in their evidence did not deny receipt of money which to them they preferred to call a transport reimbursement, which indeed is an afterthought intended to mislead the court.

TPW1 further testified that the sums to be paid to each runner were based on roles in commercials of cast since they did not have any speaking or lead role, and the figures were based on previous adverts. The witness further testified that these were the kind of figures based on the market rate for people who don't have a speaking role in the commercial, all these athletes were just runners and no one said anything.

Defence counsel further submitted that there is no way would this create an inference of a sponsorship. One wonders if indeed this was a sponsorship as alleged, why would the plaintiffs wear vests with different funny and weird connotations such as Kiwani, Kichups, Feeke, Bichups (and these were all to drop out of the race) leaving the lead runner wearing AZED (the defendants) product to win. Why was their need to do make up on the plaintiffs before the shoot, why did we have crowds in the stands lifting the Defendants AZED labels and cheering on, why did we have a creation of fake rain showers and even the nature of the shoot which PW1 confirmed was repetitive in nature to enable the crew record a nice video.

The plaintiffs clearly knew and were aware of the purpose of the photo and video shoot. They freely consented and sold their image rights to the third party which were to be used to prepare an advert for the Defendants' AZED iron sheets to which they were paid consideration. In the authority of ***Asege Winnie vs Opportunity Bank (U) Limited HCCS No.756/2013*** relied on by counsel for the plaintiffs, infringement was defined to mean use of one's image without his permission, consent or authorization, therefore in a case as this before court were the evidence has shown that the plaintiffs freely and willing sold their

image rights to be used by the third party, clearly this meant that they consented to their use and issues of infringement cannot arise.

Counsel for the Third party submitted that the plaintiff's pleadings and submissions show that they are seeking a common law remedy resulting from the alleged unlawful USE of their images. The third party captured their Images with their permission and did NOT unlawfully use their images.

The evidence on record by TPW1 Alykhan Alibhai is to the effect that the plaintiffs were on 20<sup>th</sup> August 2017 briefed as to the purpose of the Video shoot and that the shoot followed a script (DEX1) that was explained to them. This evidence is corroborated by the unchallenged evidence of TPW3 Etiau Rashid who confirms the same in Paragraph 3, 5 and 6 of his witness statement.

The plaintiffs consented to their Images being captured in Nambole Stadium on a day when the stadium was decorated with advertisement materials of the defendant AZED iron sheet brand, all the three plaintiff witnesses PW1 Adupa Walter Ocen, PW2 Onang Christopher, PW3 Nyeko Geoffrey confirmed during cross examination by counsel for the Third party, that they consented to their pictures and videos being captured at Nambole on the by the Third party's officials.

The plaintiffs in their written submissions on this issue at page 6 invite court to agree that the *Asege Winnie vs Opportunity Bank Ltd And Maad Ltd (Third Party)* is on all fours with this current case. Counsel submitted that this is not true, the facts in the Asege case are distinguishable from our current case before court.

## **ANALYSIS**

This court has taken full benefit of the elaborate submission on the law surrounding this common law principle of Image rights and agrees with all counsel on the set out position of the law as wholly derived from locus classicus decision of *Asege Winnie vs Opportunity Bank Ltd And Maad Ltd (Third Party) supra*

The present case is quite distinguishable on facts and the principles set out the *locus classicus* of *Asege Winnie v Opportunity Bank & Maad Ltd* and it is not on all fours as the plaintiffs' counsel tried to impute in his submissions as shall be

expounded herein. Therefore, there is need to understand what amounts to image rights within the legal context in some jurisdictions or publicity rights in the United States of America.

An image is a physical likeness or representation of a person, animal or thing that has been photographed, painted, sculpted or made visible. Image *rights* refer to the use, appropriation and/or exploitation of a person's image, and include the expression of a personality in the public domain. They incorporate the right to use a person's personality and prevent other parties from exploiting or using that person's image or likeness without his or her permission, and encompass the commercialisation of such rights. The hallmark of image rights is when, for example, celebrities, such as musicians, models, reality stars, actors, comedians, athletes and renowned authors develop brands attributed to their personalities.

Every individual has rights attached to their image. However, celebrities or famous individuals tend to commercialise the use of those rights and can easily prove how the violation of those rights can infringe their reputation, goodwill and even their commercial value. See ***Bassajabaka Yakub v MTN (U) Ltd HCCS No. 100 of 2012***

A person's most valuable asset is their personality, and the wealth that is beginning to be associated with this in the 21<sup>st</sup> century is increasingly becoming evident. See ***Catherine Njeri Wanjiru v Machakos University High Court Petition No. E021 of 2021***

Personality rights, sometimes referred to as the right of publicity, are rights for an individual to control the commercial use of their identity, such as name, image, likeness, or other unequivocal identifiers.

"The right of publicity protects athletes' and celebrities' marketable identities from commercial misappropriation by recognizing their right to control and profit from the use of their names and nicknames, likenesses, portraits, performances (under certain circumstances), biographical facts, symbolic representations, or anything else that evokes this marketable identity." Under this description, "any trait that uniquely identifies celebrities or athletes implicates their marketable identities" 2 and should therefore be protected.

The elements of a violation of the right of publicity are relatively straightforward. In order to make out a prima facie case for a violation of the right of publicity, the complaining party must prove the following elements:

*1. Validity.*

Plaintiff owns an enforceable right in the identity of a human being.

*2. Infringement.*

(a). Defendant, without permission, has used some aspect of identity or persona in such a way that plaintiff is identifiable from defendant's use.

(b). Defendant's use is likely to cause damage to the commercial value of that persona.

The right of publicity was born out of the right of privacy, and later developed into a property right of sorts. However, the fact that it was originally considered part of the right of privacy has confused many courts over the years, and in turn has flummoxed many commentators and attorneys. Understanding the course of development of the right of publicity is essential to a proper understanding of the nature of the right. See ***Marquette Sports Law Review Vol 10 Issue 1: The Professional Athlete's Right to Publicity by Laura Lee Stapleton & Matt MC Murphy***

As Professor McCarthy indicates, the differences between the protections provided by the right of privacy and those provided by the right of publicity are "relatively simple and straightforward."

*Privacy* rights are personal rights. Damage is to human dignity. Injury caused by an invasion of privacy is measured primarily by "mental distress" and damages causally connected to mental distress.

On the other hand, the *right of publicity* is a property right. Damage is commercial injury to the business value of personal identity. For example, damages for infringement of the right of publicity can include the fair market value of the plaintiff's identity; unjust enrichment and the infringer's profits; and damage to the business of licensing plaintiff's identity. See ***Laura Stapleton & Matt MC Murphy, The Professional Athlete's Right of Publicity, 10 Marq.sports L.J 23 (1999)***

In the present case, the plaintiffs as professional Athletes in Prisons Athletics Club

are challenging the use of their images in an Advert made for Roofings Ltd while promoting their product AZED. As athletes they are trying to enforce their publicity rights or image rights for appearing in that advert allegedly without their consent.

The evidence on court record by TPW1 clearly shows that the plaintiffs were fully informed that they were to appear in the photo and video shoot which was to be used to prepare an advert for the Defendant Roofings AZED iron sheets and the amount to be paid to them was stated.

The plaintiffs ( as runners) were further briefed by Moses Asonya who is the National Athletics Coach recommended for the project by Uganda Athletics Federation and the Director of the production at the venue of the event before the shoot and the plaintiffs further accepted to participate in the event.

The National Stadium was properly decorated with plenty of Roofings Adverts and the plaintiffs were given T-shirts with inscribed words as 'AZED', 'Feeke', 'Kiwani' and 'Kichups' which they wore for this sole purpose of photo and video shoot for an advert of Roofings Limited.

The plaintiffs were paid or where to be paid 400,000/= each for taking part in this advert shoot and the lead runner was to be paid 700,000/= which amount was supposed to be paid through their National coach Moses Asonya (TPW2). The plaintiffs in their testimony they contended that they were only paid a transport refund of 150,000/=.They all came from one destination of Luzira on 'boda boda' at a fee of 5000@ and its clear that area would not cost that much even with the highest mode of transport around. Indeed one of the participants TPW3- Etiau Rashid who was from a different Athletics Club (Uganda Wildlife Authority Club) in his testimony confirmed that they were paid 400,000/= and he saw them being paid.

The plaintiffs testified that they were briefed before the event and Adupa Walter Ocen was to be a predetermined winner with the T-shirt given to him of AZED. During cross examination they testified that they allowed the 3<sup>rd</sup> party to take their images and Adupa testified that *" I did not expressly tell the 3<sup>rd</sup> party not to use my images"*.

The plaintiffs wore make-up for the event since they never wanted to look ugly during the photo and video shoot. There was no rain on that day but they created a simulation rain by using a machine sprinkling water to fit within the purpose of an advert of roofings iron sheets.

The plaintiffs claim seems to be rooted in the fact that there was no written consent and counsel has argued that the defendant and 3<sup>rd</sup> party did not lead any evidence to prove or show that they acquired the explicit consent or permission in writing. It was counsel's submission that Consent to use a person's images for commercial gain ought to be explicit, clear and not disguised or implied.

Permission and consent is a key aspect in a claim for infringement of one's image rights. Permission simply means that one party has given authorization to another to do an act or to use something. This is important in such claims because the plaintiff on being seen endorsing the defendant brand, he is associated with such a product, therefore where the plaintiff does not intend to endorse a given product through advertisements for the defendant then the plaintiff from the outset needs to be consulted on whether he is giving or intends to give the authorization to the defendant to use the plaintiff's images for their advertisement.

It is clear the plaintiffs are trying to create a cause of action by denial or attempting to make a *'Mountain out of a Mould'*. The plaintiffs were invited for a photo and video shoot for an advert of a product. How would the advert be put out to the public? They willingly and without any coercion took part in the photo and video shoot for an advert and have attempted to deny knowledge of the purpose of the shooting or have claimed that it was for sponsorship. But they were clearly given T-shirts with words like *'AZED'*, *'Feeke'*, *'Kiwani'* and *'Kichups'*. What sponsorship would one get while dressed in such t-shirts as a national athlete with such inscription? The plaintiffs agreed to deny that they consented but the other 4 participants from other clubs including TPW3 refused to be made party to scheme of intended extortion. This court does believe the plaintiffs version of evidence and their credibility is highly questionable as compared to the defence and third-party witnesses. The totality of the evidence before this court shows that the plaintiffs consented to the use of their images in the advert.

It was contemplated by the plaintiffs and other participants in the photo and video shoot that the pictures would be used for commercial purposes. The court noted, "[a] sports figure can complain when his name or likeness is used to advertise a product but he can recover damages only if he has not consented to such use or the advertising exceeds the consent granted. See ***Sharman v C.Schmidt & Sons, Inc* 216 F.Supp.401 (E.D 1963)**

This court does not agree with the plaintiffs' submission that the consent must be explicit since it has no basis in law. There is no express legislation that requires such consent or authorisation to be explicitly in writing like under the Copyright and Neighbouring Right Law.

It can be deduced from the facts and circumstances of this case that the plaintiffs indeed gave an implied consent to the whole arrangement and now they are trying to deny by claiming that that it was not explicit or in writing. Implied consent is an assumption that a person has given permission for an action, which is inferred from his or her actions, rather than expressly or explicitly provided.

The legal term *implied consent* refers to situations in which it is assumed a person consented to something by his actions. This means that, although the person has not given verbal or written consent, circumstances exist that would cause a reasonable person to believe the other had consented.

Therefore, it is the finding of this court that the plaintiffs consented to the usage of their images in advert of the defendant and they never expressly objected to the usage of their images under the publicity rights or image rights.

The plaintiffs' counsel tried to tailor their case to fit into the *locus classicus* of Asege Winnie's case but unfortunately it failed to fit.

The plaintiffs' image rights where never infringed as contended.

This issue determines the entire suit and there is no need to address the rest of the issues.

This suit is dismissed with costs to the defendant and Third-party.

I so order.

**SSEKAANA MUSA**  
**JUDGE**  
**22<sup>nd</sup> August 2022**