

**THE REPUBLIC OF UGANDA  
IN THE CHIEF MAGISTRATE'S COURT OF NAKAWA  
AT NAKAWA**

**CIVIL SUIT NO. 263 OF 2003**

**JACKSON RWAKISETA :::::::::::::::::::: PLAINTIFF**

**VERSUS**

- 1. THE MANAGING EDITOR :::::::::::::::::::: DEFENDANTS  
THE NEW VISION NEWSPAPER**
- 2. THE NEW VISION PRINTING AND  
PUBLISHING CO. LTD**

**JUDGMENT**

**BEFORE HIS WORSHIP ANGUALIA MOSES GABRIEL – MAGISTRATE GR. I**

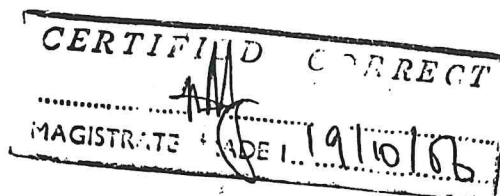
This is a case of defamation in which the plaintiff, one Jackson Rwekiseteta seeks court order for general damages, permanent injunction restraining the defendants from the said or any similar libel concerning him (plaintiff), interest and costs of the suit.

Several attempts to settle the matter out of Court failed and before the commencement of the hearing, the plaintiff's counsel requested this Court to handover the case file to the Chief Magistrate for disposal because he argued that incase the plaintiff is the successful party, the trend of recent authorities on award of damages in similar cases point to figures that far exceed the jurisdiction of this Court (M.G. I).

At the commencement of the trial, the issues agreed upon were two and these are:

1. Whether or not the article complained of was defamatory of the plaintiff.
2. What reliefs, if any are available to the parties?

I will resolve the issues one at a time starting with issue No. I. The caption complained of titled: **"Dogs will not help you"** is about power disconnection from two families/homes. The home of the plaintiff and a certain Turkish expatriate whose name was not stated.



The salient features of the caption are that:

Jackson Rwakiseta's residence was visited by SIGMA Security forces, they disconnected power because the meter seal was tampered with and several cheques that had been issued to settle power bill had bounced and communication between occupants of the house and staff of SIGMA also failed.

Before going any further, it is important for us to understand what Courts of Law and other authorities have had to say about the word defamation.

**GATLEY ON LIBEL AND SLANDER 8<sup>TH</sup> ED. PARA. 31** stated that: A defamatory statement is one which tends to lower a person in the estimation of right thinking members of the society or to cause him to be shunned or avoided or to expose him to ridicule or to convey an imputation on him disparaging or injurious to him in his office, profession, calling, trade or business.

In the case of **SSEJOBA VS RWABIGONJI [1977] HCB 37**, it was held that: A defamatory statement is one which has the tendency to injure the reputation of the person to whom it refers by lowering him in the estimation of the right thinking members of society generally and in particular to cause him to be rejected with feelings of hatred, contempt ridicule, fear, dislike or disesteem. Typical examples are attack on the moral character of the plaintiff attributing to him any form of disgraceful conduct such as crime, dishonesty, cruelty e.t.c.

The disposal of this issue (1) involves a critical look at the passage (caption) complained of and the evidence adduced by the parties in light of the afore stated authorities. The caption is entitled: **"DOGS WILL NOT HELP YOU"**.

CERTIFIED CORRECT  
MAGISTRATE 19/10/06

The article did not say that the plaintiff has dogs. Rather, it is the Turkish expatriate who was also covered by the article where dogs were reportedly unleashed to scare SIGMA officials.

The first paragraph of the caption introduces Jackson Rwakiseta as one of the customers of the then UEDCL. His home was visited by SIGMA officials and power to the residence was disconnected. All these facts are not in dispute. The article clearly gave the reason for the disconnection of power to the plaintiff's premises, to quote: **"SIGMA disconnected the power after finding the meter seals tempered."** Following this, the caption also stated, **"The records showed the customer had issued several bounced cheques meant to settle power bills."**

While the first quotation of meter seal is clear and unambiguous – power disconnected after meter seals were tempered with, the second quotation of cheques bouncing is simply a story/statement of some past event. It did not show in clear and uncertain terms that the plaintiff was indebted to UEDCL in so far as power bills are concerned. It simply narrates what had happened in the past. However, this quotation is true in so far as exhibit DEXH2 is concerned. When presented for payment, it was not honoured and returned with the words **"Refer to drawer."** The falsehood comes when the quotation talks of several cheques.

It is actually on the fact of disconnecting power that the plaintiff argued the bulk of his case and linked the disconnection to default in payment.

Among others, the plaintiff argued that by the time the article was published, he was not a customer of UEDCL, it was Esther R. (PW2) who was the customer and stated that, by that time Esther was not indebted to UEDCL. These are glaring facts, actually the opening of the articles is: Jackson Rwakiseta's residence. That is where Esther was also resident. The change of account name was a formality that never changed the location of the premises. It still remained Rwakiseta's premises.

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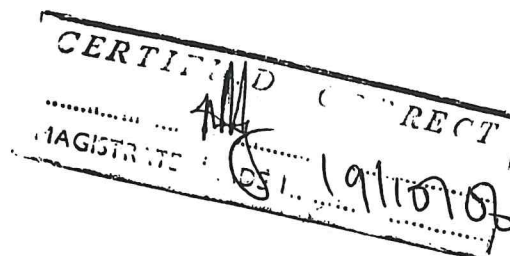
On her part PW2 (Esther) stated in cross-examination that: "The report in the article is false." I think she misunderstood the article. Nowhere did it say that they do not pay bills.

PW3 stated that, I quote: "This is the story I saw. It said PW1 is a defaulter in payment of electricity bill and that SIGMA had finally got up with him." Unfortunately, that is not what the story said. PW3 further said, at a party someone raised the issue, PW1 felt hurt, bad, he tried to explain to us. (This basically is hearsay). The person who raised the issue was not identified and what particular issue he raised was not exactly spelt out. PW3 also said I understood him when he explained, meaning the article did not lower him (PW1) in the estimation of PW3.

The last plaintiff witness PW4, Robert Francis Kasirye said in his own words that: "The story was that PW1 was a perennial defaulter of electricity bill." With due respect to his view (PW4) I think he did not get the story right. He also said that, "as soon as Pw1 entered the party premises, people laughed at him. I did not laugh." This means, in the mind of PW4, the article did not demean /belittle/make him shun PW1.

As stated earlier, the plaintiff and his witnesses laboured to prove that the article was about disconnection due to non-payment of electricity bill by PW1, principally, the article puts it that power was disconnected because the meter seal was tempered with. The correct proof of their case should have been in regard to the meter seals as well as the bounced cheques. It is surprising that the plaintiff's witnesses did not talk of the cheque(s) and they went to prove non-payment of energy bill which was not the issue in the article.

In the case of *COOKSON VS HEREWOOD* {1932}2 KB 478 n, Lord Scultton held: If you get a true statement and an authority to print a true statement, it does not matter in the least what people will understand it to mean.



The views of the various witnesses (Plaintiff's) have been outlined above. They are erroneous and their testimonies are disregarded by this Court.

In another case of *ASTAIRE VS COMPLING* {1966} 1 WRL 34 AT 1, Lord Diplock Stated:

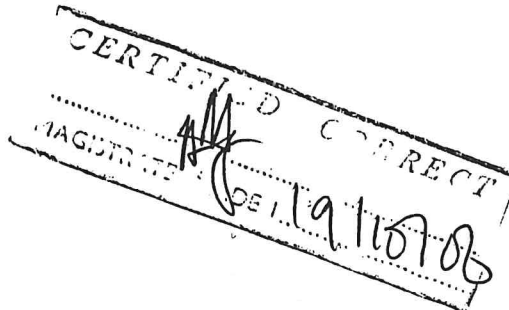
A statement does not give a cause of action against its publishers merely because it causes damage to the plaintiff. The statement must be false and it must be defamatory of the plaintiff that is to say, the statement must itself contain, whether expressly or by implication a statement of fact, or expression of opinion which would lower the plaintiff in the estimation of a reasonable reader who had knowledge of such facts, not contained in the statement and the reader might reasonably be expected to possess.

This authority summaries the entire position: The statement must be false and defamatory. From what I have discussed above, I find that the caption was not true save for the issue of cheques. Only one cheque bounced but the report said several cheques and the plaintiff did not lead evidence in that regard. The article did not also lower the plaintiff in estimation of the witnesses who testified for him. They (witnesses) did not regard the plaintiff with feelings of hatred, contempt, ridicule, fear, dislike, disesteem and the like. PW2 did not express the impact of the article on her, like wise PW3. However, he (PW3) said I understood him Pw1 when he explained. PW4 said I did not laugh because PW1 is a friend of mine.

In conclusion, of this issue, I find that the plaintiff has not proved his case on a balanced probability for reasons expressed above and this being the overriding issue, I now dismiss this case.

**Issue II: Remedies.**

The successful party carries the day. The defendants are awarded the taxed bill of costs of this suit.



Right of Appeal explained.

ANGUALIA MOSES

MAGISTRATE GR. I

NAKAWA

24/8/2006

**Counsel John:** I orally pray for stay of execution with the intention of appeal.

**Ocaya T.** No objection. I hope appeal will be filed.

**Court:** Execution to be stayed pending appeal.

ANGUALIA MOSES

MAGISTRATE GR. I

NAKAWA

24/8/06

