PREPARING FOR TOMORROW'S TODAY

CURRENT & EMERGING LAND LAWS, URBAN SMART CITIES & ECO FRIENDLY RENEWABLE ENERGIES.

A CASE FOR UGANDA

ISAAC CHRISTOPHER LUBOGO

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GENERAL INTRODUCTION TO LAND MATTERS

Uganda is a developing country with a population of approximately 43 million people. As the population increases, the demand for land is increasing as well. To meet the needs of the population, Uganda is transitioning to a more urban and modern lifestyle. This includes the development of smart cities, which are cities that use technology to improve the quality of life for citizens. Smart cities can provide efficient transportation, clean energy, and efficient waste management.

At the same time, Uganda is also transitioning to a eco-friendlier lifestyle. This includes the use of renewable energy sources such as solar, wind, and hydropower. Renewable energy sources are important for reducing the effects of climate change, as well as providing a reliable and sustainable source of energy.

The development of smart cities and the use of renewable energy sources require a sound legal framework. This includes the development of a comprehensive land law, which will outline the rights and responsibilities of citizens and landowners. This land law should include provisions for the acquisition of land for public and private use, as well as provisions for the protection of the environment.

In addition, the land law should also include provisions for the development of urban infrastructure, such as roads, bridges, and other public works. This infrastructure is necessary for the development of smart cities, as well as the efficient use of renewable energy sources.

Finally, the land law should also include provisions for the protection of the environment. This includes the protection of natural resources, such as forests and water sources, as well as the protection of wildlife. These provisions will help to ensure the sustainability of the environment, as well as the long-term viability of the smart cities and renewable energy sources.

In conclusion, the development of a comprehensive land law is essential for the development of smart cities and the use of renewable energy sources in Uganda. This land law should include provisions for the acquisition of land for public and private use, as well as the protection of the environment. It should also include provisions for the development of urban infrastructure and the protection of natural resources and wildlife. The implementation of this land law will help to ensure the sustainability of the environment and the long-term viability of the smart cities and renewable energy sources in Uganda.

Amendments of land in law

1. The right to access land for people with disabilities.

2. The right to access land for women and marginalised communities.

3. Strengthening of land tenure security.

4. The recognition of customary land rights.

5. The introduction of a land registration system.

6. The introduction of measures to protect the environment.

7. The introduction of measures to protect against land grabbing.

8. The introduction of measures to protect against land speculation.

9. The introduction of measures to protect against land-based conflict.

10. The introduction of measures to promote responsible land use.

Prospective challenges in land law.

1. Inadequate legal framework, Uganda's land law is outdated and does not reflect the current needs of the population. The outdated legal framework does not provide adequate protection for vulnerable groups, such as women and rural communities.

2. Weak enforcement of laws: Despite the existence of laws, there is weak enforcement of these laws, leading to land disputes, land grabbing and illegal land transactions.

3. Lack of access to land: The majority of Ugandans lack access to land and secure tenure. This is due to a lack of access to information, high land prices, and unequal land distribution.

4. Poor land management: Poor land management has resulted in land degradation, deforestation, and soil erosion, which have caused a decrease in agricultural productivity.

5. Conflict over land: Land disputes are common in Uganda, and are often caused by a lack of clarity over land ownership and land rights. These disputes can lead to violence and displacement, and can have a negative impact on the economy.

6. Corruption: Corruption is a major issue in land law in Uganda, and has been linked to illegal land transactions and land grabbing.

Emerging areas in land law.

1. Urban redevelopment
2. Carbon sequestration
3. Land use planning
4. Land banking
5. Conservation easements
6. Sustainable land management
7. Landlord-tenant law
8. Eminent domain
9. Environmental law
10. Landlord-tenant disputes
11. Land use zoning
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13. Agricultural law
14. Native American land rights

15. Landlord-tenant arbitration
16. Landlord-tenant relationships
17. Property taxation
18. Access rights
19. Water rights
20. Landlord-tenant rights

CHAPTER ONE

DEFINITION AND MEANING OF LAND

Land law is the study of the relationship between the land and its owners. It is therefore very much about rights which may vest in different people. The rights may cover actual owners or users of the land or both. As a result of these rights therefore, there are several competing interests over the same piece of land e.g. ownership, right to walk on that land etc.
It is the way these rights over land are exercised that causes the problems that are identified in land law.
The definition of land is summed up in the Latin phrase "**Cujus est solum ejus est usque ad coelum at ad inferas**" meaning land owners own the air space above as well as everything below the land. Land therefore does not merely refer to the soil. It is multidimensional concept covering the soil we see, the surface and the space above over which we may not be able to establish mere boundary (air space) as well as the area below the soil that we see. It may also cover rights and interests.
In Uganda, land is defined as the surface of the earth, including the soil, rocks, minerals, water, vegetation, and other natural resources found on or below the surface. Land is a valuable and important resource in Uganda, providing a means of livelihood for many people and serving as the basis for economic and social development.
Under Ugandan law, land is categorized into three main tenure systems: customary, freehold, and leasehold. Customary land is land that is owned and governed by traditional communities or clans. Freehold land is privately owned and can be bought and sold, while leasehold land is held under a lease agreement with the government or another landowner.
The ownership and use of land in Uganda are governed by various laws, including the Constitution of Uganda, the Land Act, the Registration of Titles Act, and the Physical Planning Act. These laws provide for the registration of land, the resolution of disputes over land, and the protection of the rights of landowners and tenants.
Since the Constitution is the supreme law of the country any other law or custom which is inconsistent with its void to the extent of the inconsistency, to Witt respect to statutory sources of land law the important are the Land Act, 1998 and the Registration of Titles act (cap 205). The Land Act deals with land ownership, land administration, and resolution of land disputes. The Registration of Titles Act, as its title suggests, deals with the registration and transfer of titles to land. Customary law constitutes an important part of land law.

Customary land law mainly to land veined under customary law. Section 28 of the Land act provides that matters concerning land held under customary land tenure shall be determined in accordance with the law of the community concerned. However, the section precludes the application of any

practices that discriminate against children, women, and people with disabilities contrary to **Article 33, 34 and 35 of the Constitution.**

The Judicature Cap 13, empowers the courts to apply and enforce the observance of customary practice for as long not repugnant to natural justice, equity and good conscience and provided it is not with any written or applied law.1 For example, in **BABIRUGA V KAREGTESA AND OTHERS2,** the Court declined to enforce an alleged Kikiga custom, which said that land formerly cultivated by a child's mother upon her death automatically passes to the children and does not revert to husband. Karokora J, as he then was, said that such custom was repugnant to natural justice, equity and good conscience because it deprived the man, as head of the family, of his control the family property.

Moreover, in his Honor's view, it was tantamount to depriving him his property without compensation contrary to the Constitution. Customary law is also not applicable where the parties expressly or by implication from nature of their transaction agreed that other law should regulate the transaction. For example the case of **WASWA V KIKUNGWE**, the court applied the general law of mortgages to a assess ('resembling' a mortgage of land owned under customary tenure. The common law is the residue source of land law.

Statutorily, there are a number of definitions of land in Uganda. In the Mining Act of 2003, land includes land beneath any water, seabed and subsoil of such soil. The Petroleum (Exploration and Production) Act Cap 150 states that land includes land beneath water and the subsoil thereof. Registration of Titles Act Cap 230 defines land to include messuages, tenements, hereditaments corporeal and incorporeal; and in every certificate of title, transfer and lease issued or made under this Act, land also includes all easements and appurtenances appertaining to the land described therein or reputed to be part of the land or appurtenant to it

CHATTELS AND FIXTURES

Chattels and fixtures are two terms used in the context of property law to describe different types of personal and real property.

Chattels refer to personal property, which is any type of property that is not permanently attached to land or buildings. Chattels are movable and can include things like furniture, appliances, clothing, and vehicles. They are generally considered to be separate from the real property they are used with.

Fixtures, on the other hand, are items that were once personal property but have become permanently attached to land or buildings in such a way that they are considered part of the real property. Examples of fixtures include built-in bookshelves, light fixtures, and heating and cooling systems. Fixtures are generally considered to be part of the property and are typically included in the sale or transfer of the property.

The distinction between chattels and fixtures is important in property law because it affects ownership rights and the transfer of property. Chattels can be bought and sold separately from real property, while fixtures are generally considered part of the real property and cannot be removed or sold separately without affecting the ownership of the property.

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[1] Section 15

[2] (d. R. Ca no. Mka 13 of 1993, unreported masaka high court)

Fixtures and Chattels are treated differently by the law. A fixture, by being affixed to the land, becomes part of the land. It is as such necessary to ascertain whether or not a fixture attached to the land has become part of the land.

Its relevance arises in a number of instances e.g.

i) Where land is sold there may be needed to determine whether that which is attached to it passes to the purchaser.

ii) The need to determine whether a fixture is included as part of the mortgage land.

iii) Where there is leasehold arrangement and it must be ascertained whether the attached property is owned by the lessee or the lessor on expiry of the lease.

At common law, land may include everything that attaches to it hence the maxim quic quid plantator solo solo cedit which means that whichever is attached on the land forms part of thereof.

The general law is that where a chattel is affixed on another person's land in such a way that it is a fixture it becomes the landlord's property. This was clearly stated in the case of **FRANCIS V IBITOYE**3in this case the plaintiff entered into a negotiation with the defendant to purchase the defendant's land. Before the final conclusion of the negotiation, the plaintiff without the defendant's knowledge constructed a house on that land. The negotiations later failed. The plaintiff sought compensation from the defendant for the buildings erected. It was held that the defendant was not under any obligation to compensate the plaintiff.

See **LOMOLO V KILEMBE MINES LTD.**[4]

However, with equity's discretionary approach it may intervene to protected the interest of the innocent developer?

In **RAMSDEN V DYSON**[5]**.** The respondents constructed a number of houses or the appellant's land (their father). The appellant was aware of these developments and acquiesced (accepted without protest) the respondent's building on his land. Court held that the respondent had an equitable right on the land and it could only be discharged by the appellant paying compensation for structures put on the land. It was further clarified that this intervention can only arise under the following instances;

i) One must spend money or did an act honestly believing that the land in question is his or that he is authorized by the owner.

ii) It must be with the knowledge of the owner of his proprietorship of that land and that the other partly is mistaken of the true ownership of that land.

Distinction between fixtures and chattels

The determination of whether a chattel has become a fixture is difficult to answer. It is a question of law for the judge to determine depending on the circumstances of each case. A decision in one case may not be a sure guide to another case. However, two guiding principles are used to ascertain whether a particular property attached has become a fixture or not.

However, two tests are used i.e.

I) The degree of annexation

[3] (1936) nlr

[4] 1978) hcb 157

[5] (1866) lr 1, hl 129:140-41

II) And object of annexation

The degree of annexation

This refers to the manner in which the object has been attached to the land. The general rule is that a chattel is not deemed to be a fixture unless it is actually fastened or connected with the land or building. Mere laying on an article does not prima facie make an object a fixture e.g., a printing machine that is merely laid on the land lying on its own weight, statues that are just put on the land but not fastened cannot take part of the land.6

On the other hand, a chattel that is attached on the land however slightly it may be is prima facie deemed to be a fixture e.g., concrete found on verandas, windows.

Articles that are otherwise attached to the land by their own weight are not to be considered as part of the land unless circumstances show that they were intended to be part of the land.

The onus of proof that they are fixtures on the person alleges.

The object of annexation

This refers to the purpose for which the object was fixed. It must be established whether an object is fixed for its convenient use as a chattel or for a more convenient and permanent use as land or a building. If it is attached for a permanent and substantial improvement of the land or building, then it forms part of the land and as such a fixture.

However, if is for a temporary purpose i.e., for its enjoyment as a temporary property, it is a chattel.

In the case of **HOLLAND & ANOTHER V HODGSON & ANOTHER7**, justice Blackburn gave this example; Blocks of stone placed one on the top of another without any cement for the purpose of forming a dry-stone wall would become part of the land.

On the other hand, the same stones, if deposited in the builder's yard for convenience stacked on the top of each other in the form of a wall would remain chattels.

There are a number of exceptions under which fixtures, though forming part of the land can be removed and as such they cease to be the landlord's property.

Chattels attached to the land so as to become part of the land may be removed by the person affixing them or their successors in title.

The rule that whatever attached to the land becomes part of the land has been relaxed and a tenant may be allowed to remove some of the properties attached even though they have in law become fixtures and part of the landlord's property. However, they must exercise this right on a condition that they will compensate the land owner for any damages occasioned in the process of removing the same.

For one to be entitled to this right, they must exercise it before the lapse of their tenancy otherwise it will be treated as a gift to the landlord hence estopped from removing the same.8

Notwithstanding, one can as well remove their fixtures within a reasonable period of time after the lapse of their tenancy.9

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[6] hulme v brighton [1943] 1 all er 204

[7] (1872) lr7 cp 328

[8] pooles case (1703)

[9] smith v city petroleum co 91940) 1 all er 260

The Land Act, under **Section 37** permits the occupant (lawful or bonafide) to remove any structure on land except dams and trees.

CORPOREAL AND INCORPOREAL HEREDIMENTS

A hereditament is a right that can be passed on/ inherited e.g., by way of will. Corporeal and incorporeal hereditaments are two types of property that are recognized in property law.

Corporeal hereditaments refer to physical, tangible property that can be seen and touched, such as land, buildings, and other physical structures. These types of properties are often referred to as "real property" and can be owned, bought, and sold.

Incorporeal hereditaments, on the other hand, are intangible property rights that cannot be seen or touched. These may include things like rights of way, easements, and mineral rights. These types of property rights are often referred to as "personal property" and can also be owned, bought, and sold. They may not be physically seen but the effect can be felt by the owners.

Messuages refer to physical structures such as houses and buildings as well as gardens.

Tenements refer to things that may be held by the tenant

Appurtenances refer to rights whether enjoyed severally or in common with others that attach to land through an act of person or grant.

Easements are rights which one person enjoys over the land of another e.g. the right of way.

Ownership of the surface land also carries with it rights over what is below the land and the airspace above the surface.

Historically, it was said that whoever owns the soil owns everything up to the heavens and to the depth of the earth. This would have been possible at the time when it was not possible to exploit everything above the space.

RIGHTS BELOW THE SURFACE

The owner of the land is entitled to the mineral deposits below that land.

However, this right is disqualified by national interest. The former position is that all unmined minerals belong to the state.

Under the Mining Act, **section 3** (2003) provides that subject to rights granted under the Act, the entire property in and control of all minerals in, on or under any land / water in Uganda are and shall be vested in the Government notwithstanding any right of ownership of or by any person in relation to any land in or on or under which any such minerals are found.

Section 43 of the Land Act provides that a person who owns or occupies land shall manage and utilize the land in accordance with the Forest Act, Mining Act, National Environmental Act, Water Act, Wild life Act and any other law. The National Environment Act also contains prohibitions to the use of land by generally requiring utilization that is environmentally friendly. Where it is anticipated that utilization will harm the environment, then an environmental

Impact assessment must be done to indicate mitigation of the effects to the environment.

Section 8 of the water Act contains a limitation on the use of water and empowers the minister to;

a) Prescribe places from which water can be extracted.

b) Prescribe the time and manner in which water may be used at times of shortage or anticipated shortage.

c) Temporarily or permanently prohibit the use of water from a given source on health grounds.

d) Require any person to tale measures as they may be specified in the notice to reduce or repair damage to a source of water.

RIGHTS ABOVE THE SURFACE

The owner of the physical surface also owns the space above the land and is entitled to assert his/her rights over that space.

In the case of **KELSON V IMPERIAL TOBACCO**10 the owner of the land was granted an injunction to restrain trespass by a neighbouring land owner who had erected a sign which projected in the airspace above his land by four inches.

In **BERNSTEIN V SKYVIEWS AND GENERAL LIMITED**11 a land owner claimed that there had been a trespass where an aircraft had passed over his land to take photographs at about 700 ft. The court held that no actionable trespass had occurred concluding that in view of scientific developments enabling man to use airspace, the restriction of 700 ft was unreasonable. The court further held that the right to space above land should be restricted to such a height as is reasonably necessary for the ordinary use and enjoyment of the land and structures on it.

Therefore, above such a height a person has no greater rights than any other member of the public.

There is also a possibility of land being owned in horizontal divisions i.e., different strutters being owned by different persons. In Uganda, the condominium Property Act of 2001 permits this kind of stratification of ownership.

Condominium is defined as a system of separate ownership of individual units within a multiple unit building where individual units of which are designated for separate ownership solely by the owners of those buildings.

The law of real property therefore includes the study of rights accruing from ownership of land as well as conveyance. The later deals with how to transfer rights with land.

Detailed study of land therefore covers ownership, creation of subsidiary interests and appreciation of priorities between competing interests.

OWNERSHIP/ RIGHT ON THE SURFACE

Any land owner would want to know the extent of his/ her ownership. Usually that involves establishing boundaries. This is why when one is dealing with the title of land, there is always a deed print. Usually, the physical dimensions are not in issue until the land boarders a water body where the process of erosion and deposition may affect those dimensions. Over time land bordering a river may have eroded, soil being deposited down the stream making one piece bigger and the other smaller.

A doctrine has been developed as a legal mechanism to resolve disputes arising from changes in land bordering water.

Accretion; which means that any naturally occurring addition of soil to water side-lines become the property of the owner of that land.

The distinction between corporeal and incorporeal hereditaments is important in property law because it affects how property rights are conveyed and transferred. For example, the transfer of corporeal hereditaments often involves a transfer of physical possession, while the transfer of incorporeal hereditaments may involve the creation or assignment of a legal right or interest. Understanding the

[10] (1978) qb 479

[11] (1978) qb 479

difference between corporeal and incorporeal hereditaments is essential for anyone involved in the buying, selling, or management of property.

CHAPTER TWO

LAND OWNERSHIP/LAND TENURE SYSTEMS IN UGANDA

GOVERNMENT LAND

As the 1995 constitution of the republic of Uganda chapter fifteen **Article 237** clearly stipulates it that Land in Uganda belongs to the citizens of Uganda and shall vest in them in accordance with the land tenure systems provided for in this Constitution[12].

Notwithstanding clause (1) of this Article which states that;(a) the Government or a local government may, subject to **Article 26** of this Constitution, acquire land in the public interest; and the conditions governing such acquisition shall be as prescribed by Parliament; (b) the Government or a local government as determined by Parliament by law shall hold in trust for the people and protect natural lakes, rivers, wetlands, forest reserves, game reserves, national parks and any land to be reserved for ecological and touristic purposes for the common good of all citizens; further in clause(c) non-citizens may acquire leases in land in accordance with the laws prescribed by Parliament, and the laws so prescribed shall define a non-citizen for the purposes of this paragraph

Article 237(1) of the Constitution states that land belongs to the citizens of Uganda and **Article 26(1)** protects the right to own property either individually or in association with others for instance groups of people who hold land communally. The citizens of Uganda hold land under four (4) tenure systems namely Freehold, Mailo, Leasehold and Customary. (Article 237 (3) of the 1995 Constitution of Uganda and **Section 2** of the Land Act)

Freehold Tenure this refers to land held/owned by an individual registered on the certificate of title as the land owner for life. There are no tenants by occupancy and Kibanja holders on this land. : Freehold land is the most popular for most Ugandans. Leasehold and customary land can be converted to freehold land. As seen in **Sections 28 and 29** of the Land Act

Mailo Tenure whereby this is land held by a land owner which has its roots from the 1900 Uganda Agreement and 1928 Busullu Envujjo Law. It is mainly in the Buganda region, currently central Uganda. Both the land owner registered on the certificate of tittle and tenants by occupancy and Kibanja holders have interests on this land. It should be noted that Mailo land owners have the same rights as freehold land owners, but they must respect the rights of lawful and bona fide occupants and Kibanja holders to occupy and live on the land. (Section 3 (4) of the Land Act) In matters of compulsory acquisition of mailo land, the land owner, tenants by occupancy and Kibanja holders are entitled to adequate and fair compensation.

Leasehold Tenure where this is land which a land owner allows another person to take exclusive possession for a specific period of three years or more in exchange for rent. A lease may be created either under a contract between the parties or by law. The person granted a lease must use the land for the specific purpose as agreed with the land owner. As per **Section 3(5)** of the Land Act.

[12] The 1995 constitution as Amended.

In this, a lease is created by law where; the person granted the lease dies and his or her successor is registered as the new lessee; or where A non-citizen person or company which acquires land in Uganda because non-citizens cannot own mailo, freehold or customary land; or maybe where A Ugandan who holds land in freehold and mailo tenure loses their citizenship, their land automatically changes to a lease of 99 years. This is because a non-citizen can only own land in leasehold tenure. (Section 40 of the Land Act)
During the process of compulsory acquisition of leasehold land by the government, the law recognizes two interests over the property in question: that is the rights of the person granted a lease; and the interest of the land owner. Therefore, both these parties are entitled to compensation from the government in the event of compulsory acquisition.

Customary Tenure is another land tenure system in Uganda where the land is owned based on the norms and traditions of a given society or community. One can even own land individually under customary tenure as long as it has been handed down from generation to generation using that society's customs.

Special protection is accorded to the rights of women, children and persons with a disability to own, occupy or use customary land. Under Section 27 of the Land Act.
In 2015, the government of Uganda introduced Certificates of Customary Ownership (CCOs) for owners of customary land. A customary land owner can apply for a CCO as proof of ownership of the land.

This tenure is the most common form of land holding in Uganda it should however be noted that customary land owned by community members, consent of the community members is required for any land transaction while for land owned by a family, consent of the spouse and children must be obtained. In addition to the above, Section 9 of the Land Act stipulates that Customary land can also be converted to freehold land where the owners wish to change it.
There are different types of Customary Land such as customary communal land; where persons or communities share ownership or use of land for common purpose.
A particular group of people in a particular area for purposes like grazing, water source, and firewood collection, wild fruits and vegetables, fishing, harvesting honey and white ants, cutting papyrus etc., communally owns the land. In most cases, rights to access this land are inherited.
Then there is also customary family land; where the head of the family or clan may be said to 'own' the land. Its utilization is usually controlled by family head, elders, clan heads or a group in its own well-defined administrative structures. The heads are responsible for protecting the land and ensuring that every family member gets rights to use some part of the land. Family land is inherited within the family and the management of the land is passed on from parents to children and their family members but kept within the family.
Also, there is Individual customary land; where an individual is said to 'own' land because the land was allocated to them, to use or own permanently, or they inherited the land, or purchased the customary land as an individual. This will include the right to allocate potions of the land to the next generation.
There are different Rights and Duties of Tenants by Occupancy and Kibanja Holders
Tenants by occupancy have a right to occupy land under the laws of Uganda.

Where, they have the right to enter transactions with respect to the land they occupy with the consent of the registered land owner, which should not be denied on unreason able grounds. As per Section 34 of the Land Act.
Then also, the law strictly requires tenants by occupancy to give the land owner first option where they wish to sell their interest and vice versa where a land owner wants to sell the land.
This must be on a willing buyer willing seller basis. Refer to Section 35 of the Land Act. These rights and duties extend to Kibanja holders who must also obtain the consent of the registered owner before selling of their Kibanja.

In addition, they must also be given the right of first option to buy the land if the land owner wants to sell the land. Where a tenant by occupancy or Kibanja holder sells their interest without giving the land owner first option, he or she commits an offence and loses the right to occupy the land. (Land (Amendment) Act 2010)

A person who buys registered land which has tenants by occupancy must respect and observe their rights. He or she must not evict them except if he or she obtains a court order of eviction for non-payment of the annual nominal ground rent. As per Section 32A of the Land Act as amended in 2010

Similarly, any person who buys registered land in Buganda must observe the rights of Kibanja holders on the land. Tenants by occupancy and Kibanja holders can also register a caveat at the Registry of Lands where they have reason to suspect that the registered land owner intends to enter a land transaction which will affect their rights and interests. See Section 139 of the Registration of Titles Act.

COMMUNAL LAND OWNERSHIP

Communal land ownership in Uganda refers to a system where land is owned and managed by a group of people, usually a community or a clan, rather than individual ownership. In Uganda, communal land ownership is primarily practiced in rural areas, where most of the population depends on agriculture for their livelihoods.
Communal land ownership in Uganda is often based on traditional customs and practices, and the rules and regulations governing land use and management are usually enforced by traditional leaders, such as clan leaders, elders, and chiefs. The traditional rules and regulations governing communal land ownership are often based on principles of collective responsibility and social equity, with the aim of ensuring that land resources are used in a sustainable and equitable manner for the benefit of all members of the community.
They are provided for under Sections 15 to 26 of the Land Act and it sets out procedure for registration of a communal land association, requirements and duties and obligations.
However, the practice of communal land ownership in Uganda has faced challenges in recent years due to population growth, urbanization, and commercialization of land. Some of the challenges include disputes over land ownership and use, land grabbing by powerful individuals and companies, and conflicts between traditional and modern land tenure systems.
To address these challenges, the Ugandan government has enacted laws and policies aimed at promoting secure land tenure and protecting the rights of communities and individuals to own and use land. These include the Land Act of 1998, which recognizes communal land ownership and provides for the registration and titling of communal land, and the National Land Policy of 2013,

which promotes equitable access to and use of land resources. However, the implementation of these laws and policies has been slow, and many challenges remain in securing communal land ownership in Uganda.

OWNERSHIP OF LAND BY NON-CITIZEN

A citizen of Uganda is defined under Article 10 of the 1995 constitution as follows; "The following persons shall be citizens of Uganda by birth(a) every person born in Uganda one of whose parents or grandparents is or was a member of any of the indigenous communities existing and residing within the borders of Uganda as at the first day of February, 1926, and set out in the Third Schedule to this Constitution; and (b) every person born in or outside Uganda one of whose parents or grandparents was at the time of birth of that person a citizen of Uganda by birth."

The meaning can as well be found in Part III of the Uganda Citizenship and Immigration Control Act.

Non-citizens are allowed to own land in Uganda, subject to certain restrictions and regulations. The relevant laws and policies governing land ownership by non-citizens in Uganda include the Land Act of 1998, the Constitution of Uganda.13

Under the Land Act of 1998, non-citizens are allowed to own land in Uganda, but the land that they can own is restricted to leasehold interests, with a maximum term of 99 years.14 This means that non-citizens cannot own freehold land in Uganda, which is reserved for Ugandan citizens only.

Additionally, non-citizens who wish to own land in Uganda must obtain approval from the Uganda Investment Authority (UIA) and the Ministry of Lands, Housing, and Urban Development. The approval process involves providing certain information and documents, such as the purpose of the land acquisition, the source of funding, and a certificate of good conduct.

It's also important to note that non-citizens are not allowed to own land in certain areas of Uganda, such as land in border districts or in areas designated as wildlife reserves, game parks, or national parks. Additionally, non-citizens who are not residents of Uganda are required to apply for a work permit or an investment license from the UIA before they can acquire land.

In conclusion, while non-citizens can own land in Uganda, the restrictions and regulations make it a more complex process than for Ugandan citizens, and it's important to consult with legal and other experts to navigate the process.

[13] article 237 (1)

[14] section 40 of the land act

CHAPTER THREE

LAND ADMINISTRATION AND DISPUTE SETTLEMENT.

Land Administration.

The Uganda Land Commission holds and manages all land vested in or acquired by the government. Other bodies responsible for land management are; district boards independent from the Uganda Land Commission and from any other government organ or persons in charge of all land in the district and land commission.

Uganda Land Commission.

The Uganda Land Commission is a semi- autonomous land verification, monitoring and preservation organization /body owned by the Uganda government, that is mandated to document, verify presence and maintain land owned and/ or administrated by the government.

With the introduction of the *Land Reform Decree of 1975* by the then president of Uganda Idi Amin Dada, all land was declared public land centrally vested in the Uganda Land Commission which had the sole power of management and allocation of the land on behalf of the state.[15]

However, when the 1995 constitution came into force, the Uganda Land Commission was created but this time with limited powers to hold and manage all land in Uganda legally owned or acquired by Government in accordance with the constitution of Uganda[16] . The commission's mandate also extends to hold and manage land owned by Uganda outside the country.

The commission is given extensive training powers under the constitution and the Land Act, for instance the commission has the powers to acquire by purchase or exchange or otherwise hold land rights, easements or interests in land; erect, alter, enlarge, improve or demolish any building or other erection on any land held by it; sell, lease or otherwise deal with the land held by it; cause surveys, plans, maps, drawings and estimates to be made by or through its officers or agents and do such other things as may be necessary for or incidental to the exercise of those powers and the performance of those functions.[17]

Furthermore, Section 56(2)[18] empowers the minister responsible for land to give the commission policy directives as are necessary to ensure compliance with government policy.

Land Fund.

[15] section 1(1) of the decree).
[16] article 238.
[17] (section 54 of the land act)
[18] land act

On July 24, 2003, the then Minister for *Lands Col. Kahinda Otafiire* inaugurated the Land Fund Task Force to redistribute land in Kibaale by buying land from absentee land owners and redistributing off to settlers. The fund targeted people displaced through government actions such as military manoeuvres and to evaluate the causes of land related conflicts between indigenous Bunyoro and the Bakiga settlers in Kibaale. So, the original object of settling up a Land Fund was to provide a source of revenue to be used to buy out "absentee" mailo land owners in the former lost counties of Bugaga and Bugangaizi in Kibaale district.
However, parliament extended the purpose/ object of the Land Fund to be used nationwide to even assist disadvantaged people to acquire land.
Section 41(1)[19] creates the land fund and it provides that there shall be a fund to be known as the Land Fund. *Section 41(2)*[20] of the Land Act vests power in the Uganda Land Commission to administer the Land Fund. The monies to form part of the Land Fund is derived from monies appropriated by parliament, loans obtained by the government grants from any donors, any monies paid into the fund under the Act and any other source approved by the Minister in writing in consultation with the Minister responsible for Finance [21].

District land boards.
District Land Boards are a creature of the Constitution whose functions are setup both in the Constitution and The Land Act. The Constitution provides for the establishment of a District Land Board for each district and gives parliament powers to prescribe the membership, procedure and terms of service of a District Land Board (Art 240 (1)(2)).
Article 241 provides for the functions of District Land Board to include holding and allocating land in the district which is not owned by any person or authority; facilitate the registration and transfer of interests in land; and to deal with all other matters connected with land in the district in accordance with laws made by Parliament. This provision is re-enacted in Section 60(1) (a) of the Land Act.

Land committees
Section 64 of the Land Act provides for the appointment at each parish level a land committee. The district council on the advice of the sub county or division council may in accordance with Section 64 of the Land Act appoint a land committee at sub county or division level which shall exercise the functions conferred on a committee by the Act or any other law. *Section 65*[22] requires that at least one of the members of the Land Committee shall be a woman and the object of this requirement is to maintain a gender balance in Land Administration.
The Act further requires that at least one of the members of the Land Committee shall be a person with knowledge and experience in matters relating to land. The land committees are supposed to assist the board in an advisory capacity on matters relation to land including ascertaining rights on the land. They are supposed to recommend to the District Land Board upon doing due diligence over land anyone who needs to acquire land. The Land Committee also functions as guardians of interest of minor children with respect to transactions affecting family land. (*Section 40(1)(iii).*

[19] land act
[20] land act
[21] section 41(3).
[22] land act

Control over land.
This stands for one's ability to take decisions with regard to the land (for example to determine the size of the land used for farming activities and whether the land will be used for food or cash crop production) and the ability to transfer land titles, whether by sale or inheritance.
Generally, land owners are free to deal with their land as they so wish. However, it's important to note that while ownership of land is vested in the citizens by the Constitution, the state is empowered to regulate the enjoyment of the right to property including imposing restrictions or taking over management of some areas for the benefits of society. *Article 237(3)* of the Constitution provide that the government is granted powers to take over the management of forests, water systems, swamps, national parks and gazetted areas in trust for the people.

Protection of family land. Section 39 of the Land Act (as amended)
Family land means land on which is situated the ordinary residence of the family and from which the family derives sustenance and which the family freely and voluntarily agrees shall be treated as above and which is treated as family land in accordance which the culture, customs, traditions or religion of the family.
Protection of family land is provided for under section 39. The section provides "*No person shall sell, exchange, transfer, pledge, mortgage or lease any land; enter into any contract for the sale, exchange, transfer, pledging, mortgage or lease of any land*"[23]
The section further provides that no person shall give away any land inter vivos, or enter into any other transaction in respect of land[24]

(i) in the case of land on which the person ordinarily resides with his or her spouse and from which they derive their sustenance, except with the prior written consent of the spouse;
(ii) in the case of land on which a person ordinarily resides with his or her dependent children of majority age, except with the prior written consent of the dependent children of majority age;
(iii) in the case of land on which a person ordinarily resides with his or her children below the age of the majority, except with the prior written consent of the committee;
(iv) in the case of land on which ordinarily reside orphans below majority age with interest in inheritance of the land, except with the prior written consent of the committee.

In conclusion, the promulgators of the Land Act thought it fit and necessary to protect devastation of families in terms of the survival by clandestine transactions which have far reaching implications and may end up leaving the family destitute, the rationale why consent of the Spouse is necessary.

Compulsory land acquisition
The supreme law of the land, under **Article 26** thereof, fortifies and guarantees the right of an individual to own property whether individually or in association with others. This implies that no one is entitled to compulsorily deprive them of the property save for a few circumstances.
Article 237(2) in tandem with **Article 26 (2) (a)** provide that the government may compulsorily acquire land if that acquisition is necessary for public use or in the interest of defence, public safety,

[23] section 39(1)
[24] section 39(1)

public order, public morality or public health. The **Land Act Cap 227** of 1998 ensued and reiterates the same position per the above articles.[25]

Whereas the right to own and not to be deprived of property constitutes one of the fundamental human rights, it does not fall within the auspices/ ambit of the non-derogable rights.[26] This translates that such a right is not absolute and can be waived subject to the conditions set out in the Constitution.

From the foregoing paragraphs, we see that one can compulsorily be deprived of the right to property and **Article 26 (2)** provides that the government can compulsorily acquire land of an individual not outrightly but following the conditions set out thereunder;

The rationale behind this is that, at some point, individuals may constrain government programs which would be for the general good, such as public works[27] and the promulgators of the constitution found it imperative not place the interests of one person above those of the entire public.

Notwithstanding the government's power conferred upon it by the constitution, **Article 26 (2)(b)** provides that acquisition or possession cannot take effect before adequate, prompt and fair compensation is duly paid to the property which land is one.

Article 237 (2) provides that parliament shall prescribe the conditions governing the acquisition and hence the Land Acquisition Act Cap 226 provides for detailed procedure of acquisition.

As already highlighted herein above, no possession nor acquisition takes effect unless the land owner has been fairly and adequately been compensated. In the case of *UGANDA NATIONAL ROADS AUTHORITY V IRUMBA ASUMANI & PETER MAGELAH Supreme Court Constitutional Appeal No. 2 of 2014*, Section 7 of the Land Acquisition Act was declared unconstitutional as it contravened Article 26 (2) (b). This is because it permits possession by the government before compensation is duly made to the land owner.

Compensation

As already highlighted hereinabove, the land owner must be compensated fairly, adequately and promptly prior to the acquisition and possession of the same by the government.

Compensation under this subject is prescribed under ***Section** 6* of the Land Acquisition Act. It lays down the procedure for assessment, awarding and payment of compensation.

The Assessment Officer, who is appointed by the minister, upon complying with the preceding procedures such as entry, surveying and a declaration in the gazette as well as notice on the land in issue, convenes a meeting and summons the all parties with claims in respect of the land to be taken.

The purpose of the meeting is to ascertain those who have claims and determine the value of compensation sufficient. Thereafter, an assessment is made, and he/ she makes award of the compensation.

However, it is possible that an individual may advertently and blatantly intend to impede government programs by refusing to accept the money. In such circumstances where the refusal renders it inexpedient and difficult/ impossible to make such payments, the government, through the Attorney General, is entitled to file an Application to the High Court which may order that payment be made in Court on such conditions it may deem fit.

[25] section 42
[26] article 44
[27] section 73 of the land act

Compensation from the government, pursuant to **Section 42** of the Land Act, is obtained from the land fund. No compulsory acquisition shall take effect unless the owner or anyone with interest in that land has received their compensation as per ***subsection 6***. In addition, no public works shall be executed unless there has been compliance with *Section 42* above.[28]
In matters of disputes as to the award given, on may appeal to the High Court,[29] to has redress and valuers both independent and government valuers are called to estimate the value of land in issue from which court forms its decision.[30]

Land Dispute Settlement
There are different avenues available for parties to address their dispute for redress. The Land Act established land tribunals at various levels to help in the resolution and disposal of such disputes. In addition, courts of law in their hierarchy also have jurisdiction to determine such disputes.
Although the Land Act seems to have conferred the tribunals much powers to determine these disputes, the magistrates' courts as well as the high court continue to hear and dispose of such matters basing on the pecuniary jurisdiction.
In practice, land tribunals seem not to be ignored and recourse is usually made to the above courts for redress. It is trite that the High Court has inherent, original and unlimited jurisdiction to determine any civil matter. This is at its discretion, it can either decide to hear or refer the case to be tried by the subordinate courts.
The High Court now constitutes of, inter alia, Land Division which is meant to hear appeals from lower courts and tribunals, but it may also exercise its inherent discretion to hear an original matter especially where the value of the subject matter is beyond the jurisdiction of lower courts.
The Land Act established Land Tribunals to effect **Article 243** of the Constitution.[31] It spells out the functions and jurisdiction of these tribunals. Land tribunals constitute District Land Tribunals[32], sub-County, urban and city tribunals.[33]
Section 74 establishes the District Land Tribunal and spells out the composition of the committee. Its jurisdiction is stipulated under Section 76 and Section 78 sets out the rules of procedure.
Section 80 provides for Sub- County Land Tribunals and S. 81 establishes urban land tribunals. These prescribe the composition of the tribunal and the requisite qualifications to be on that tribunal.
Section 84 set out the jurisdiction of the sub-county and urban land tribunals whereas Section 85 gives direction as to the rules of procedure in such tribunals.
Section 87 of the Act confers upon anyone who is dissatisfied with the decision of the land tribunal, the right to appeal directly to the High Court for redress. This implies that one can choose either to refer their matter to the tribunal after which they will appeal directly to High Court other than through

[28] section 73 of the land act.
[29] section 13 of the land act
[30] **goodman international ltd v attorney general & luwero district land board high court civi l suit no. 73 of 2014**

[31] part v of the land act
[32] section 74
[33] sections 80 and 81

the Magistrates Court. Alternatively, they may decide to refer the matter immediately to the magistrate's courts depending on the value of the subject matter after which the right to appeal will take effect in the hierarchical set up of the Courts of Judicature.

Land Tribunals

The 1995 Constitution of the Republic of Uganda (As Amended) provides for Land Tribunals under *Article 243* whereby by law, the parliament is required to establish land tribunals. Their Jurisdiction includes; the determination of land disputes relating to the grant, transfer or acquisition of land by individuals, the Uganda Land commission or other authority with responsibility relating to land and determination or any disputes relating to the amount of compensation to be paid for land required.

The law established by the parliament to, to that effect, is the **Land Act Cap 227** it provides for the creation of Land tribunals at district, Sub County, city division and urban area levels**. Section 74(1)** of the act provides that there shall be for each district a tribunal to be known as district land tribunal which shall consist of a chairperson and two other members.

The district land tribunal is the highest tribunal in the district whose jurisdiction is, virtually, to deaI with any disputes over land within their geographical jurisdiction. Section 76(1) provides that a district land tribunal shall determine disputes relating to the grant, lease, possession, transfer, or acquisition of land by Individuals, the commission or other authority with responsibility relating to land.

Furthermore, The Land Act provides for the establishment of land tribunals in each Sub County, gazetted urban area and division in a city. A Sub-County tribunal consists of a chairperson and two other members in which at least one of them is a woman. The members are appointed by the Judicial Service Commission.

Section 81 of the Land Act provides for the creation Land Tribunals in urban areas in which these consists of a chair person and two other members. For a person to qualify to be a member of the land tribunal he or she should be thirty years of age or more; has completed a minimum formal education of Diploma Level from a recognized institution; has not been declared bankrupt or not been convicted of an Offense Invoking moral turpitude.

Alternative Dispute Resolution

Land tribunals are responsible for settlement land disputes. However, the Land Act Cap 227 provides for other alternative mechanisms for resolving land disputes that's to say, customary dispute settlement and mediation. These are provided for under *section 88* in which a legal recognition is given to the role of traditional Institution as a possible avenue for resolving land disputes. The provision gives parties to a dispute over customary land an opportunity, if they feel more comfortable to refer the matter to a customary institution that is more familiar to them.

Section 88 (2) of the Land Act cap 227 is to the effect that at the commencement of a case or at any time during the hearing of the case, a lard tribunal may advise the parties to the case that, in its opinion, the nature of the case is such that the parties would be better send by using mediation to resolve their differences than by continuing with litigation in the tribunal. Where such an opinion has been given, the land tribunal may adjourn the case for such period as it considers fit to enable the parties to use the services of the traditional authorities or the mediator or some other person to mediate in the dispute.

The Land Act under ***Section 89*** provides for the appointment of a mediator by the land tribunal where the appointment is to be on ad hoc basis. The mediator is supposed to be a person of high moral

character and proven integrity who by virtue of his or her skill, knowledge, work, standing or reputation in society is capable and likely to be able to bring parties who are in disagreement or dispute about an issue over land arising out of any matter provided for in the Act together to negotiate and reach a mutually satisfactory agreement or accommodations or that matter.

Customary dispute settlement and mediation.

Most societies in Uganda have had and still have their own ways of settling disputes including land disputes. For example, in Acholi customary land management and dispute resolution rests with the tradition clan structure, under the kaka clan or any adult clan member who is appointed by consensus of the members and the primacy of the customary system in dispute resolution is to attain social harmony and peace in the community, often through mediation, settlement, reconciliation and negotiation.

These tradition institutions still lay a very important role in settling land disputes even though their role has not been hitherto being officially recognised.

With the promulgation of the Land Act, traditional institutions were given recognition as one of the possible avenues to settle land disputes. **Section 88 (1)**[34] expressly provides that "nothing in this Part shall be taken to prevent or hinder or limit the exercise by traditional authorities of the functions of determining disputes over customary tenure or acting as a mediator between persons who are in dispute over any matters arising out of customary tenure."

Therefore, this means that parties to the dispute over customary land are at liberty to refer the matter to the customary institution that is familiar to them.

Under **section 88 (2)** of the Land Act, if a land tribunal in its opinion finds that the nature of the case is such that the parties would be better served by using mediation to resolve their differences than by continuing with litigation in the tribunal at any time during the hearing of the case or at its commencement, the tribunal may advise the parties to refer their dispute to such institution. The section[35] further provides that in case such an opinion has been given, the land tribunal may adjourn the case for such period as it considers fit to enable the parties to use the services of the traditional authorities or the mediator or some other person to mediate in the dispute. If at the end of the period specified by the tribunal the matter is not solved, the parties are free are free to resume proceedings before the land tribunal.

Mediator

Section 89 (1) provides for the appointment of a mediator by the land tribunal, and the appointment shall be on ad hoc basis. However much there is no legal requirement for the mediator, **section 89 (2)** of the Land Act provide for certain standards for one to qualify as a mediator and it provides that the mediator shall be a person of high moral character and proven integrity who by virtue of his or her skill, knowledge, work, standing or reputation in society is capable and likely to be able to bring parties who are in disagreement or dispute about an issue over land arising out of any matter provided for in this Act together to negotiate and reach a mutually satisfactory agreement or accommodation on that matter.

[34] land act

[35] section 88 (2 of the land act

It is important to note that a mediator while exercising his or her functions, must be independent and must not be subject to the direction or control of any other person.[36] In addition, the mediator while exercising his/her powers must be guided by the principles of natural justice, general principles of mediation and the desirability of assisting the parties to reconcile their differences, understand each other's point of view and be prepared to compromise to reach an agreement; but the mediator shall not compel or direct any party to a mediation to arrive at any particular conclusion or decision on any matter.[37]

[36] section 89 (4) of the land act.
[37] section 89(5) of the land act.

CHAPTER FOUR

LAND TENURE DOCTRINE

The doctrine of tenure and estates in Uganda is a complex system that governs the ownership and use of land in the country. This system is founded on the concept of customary land tenure, which is a traditional system of land ownership that is deeply ingrained in Uganda's cultural and social fabric. However, the Ugandan government has also implemented a modern statutory land tenure system that is based on the principles of English law. This article will explore the doctrine of tenure and estates in Uganda, as well as the relevant sections of Uganda's Land Act and Uganda's Registration of Titles Act.

THE DOCTRINE OF TENURE AND ESTATES IN UGANDA

In Uganda, land is typically held under one of three types of tenure: freehold, leasehold, or customary. Freehold tenure is the highest form of ownership and grants the owner an absolute and indefinite right to use, sell, or transfer the land. Leasehold tenure, on the other hand, grants the owner a right to use the land for a specific period of time, typically ranging from 49 to 99 years. Customary tenure is the most common form of land tenure in Uganda and is based on the traditional systems of land ownership and use that have existed in the country for generations.

In addition to the three types of tenure, land in Uganda is also categorized into different estates. An estate refers to the nature and extent of a person's interest in the land, which can range from an absolute and indefinite right to ownership (in the case of freehold tenure) to a temporary and limited right to use the land (in the case of leasehold tenure). The different estates that can be held in land include:

Fee simple: This is the highest form of ownership and grants the owner an absolute and indefinite right to use, sell, or transfer the land.

Life estate: This grants the owner the right to use the land for the duration of their life, after which the land reverts to the original owner or their heirs.

Leasehold estate: This grants the owner a right to use the land for a specific period of time, typically ranging from 49 to 99 years.

Customary estate: This refers to the rights and interests that are held by individuals or communities under customary land tenure.

UGANDA'S LAND ACT

Uganda's Land Act is the primary piece of legislation that governs land tenure and use in the country. The Act sets out the legal framework for the ownership, transfer, and use of land in Uganda, and provides for the registration of titles and the resolution of disputes related to land.

One of the key provisions of the Land Act is the requirement for all land in Uganda to be registered. **Section 59** of the Act states that all land in Uganda shall be registered, and that registration shall be conclusive proof of ownership. The Act also establishes a Land Registry, which is responsible for maintaining records of all registered titles and ensuring the proper administration of the land registration process.

Another important provision of the Land Act is the recognition and protection of customary land tenure. **Section 2** of the Act defines customary tenure as the system of land tenure that is based on the customs and traditions of the people of Uganda. The Act recognizes the rights and interests of individuals and communities under customary tenure, and provides for the registration of customary land rights.

UGANDA'S REGISTRATION OF TITLES ACT

The Registration of Titles Act is another important piece of legislation that governs land ownership and use in Uganda. The Act provides for the registration of land titles and the transfer of ownership, and sets out the legal framework for resolving disputes related to land.

One of the key provisions of the Registration of Titles Act is the establishment of the Torrens system of land registration. This system is based on the principles of English law and provides for the registration of land according to the principle of tenures and estates.

One of the key features of the doctrine of tenure and estates is the idea that land is held in different estates or interests. These interests can be either freehold or leasehold. The Land Act 1998 provides for the creation of various types of estates, including customary, freehold, leasehold, and mailo estates.

The case of **MATOVU V MUHAMMAD SSEMAKULA**[38] is a good example of how the doctrine of tenure and estates is applied in Uganda. In this case, the plaintiff claimed to have a right to use and occupy a piece of land that was part of a customary estate. The defendant, on the other hand, claimed to have a leasehold interest in the same land, having obtained a lease from the customary owner.

The court held that the plaintiff's interest in the land was a customary interest, which gave him the right to use and occupy the land. The court also held that the defendant's interest in the land was a leasehold interest, which gave him the right to exclusive possession and use of the land for a specified period of time.

The case of **KAMPALA DISTRICT LAND BOARD V GEORGE MITALA**[39] is another important case that illustrates the doctrine of tenure and estates in Uganda. In this case, the plaintiff claimed to have a freehold interest in a piece of land, having obtained a certificate of title from the registrar of titles. The defendant, on the other hand, claimed to have a customary interest in the same land, having been a tenant on the land for many years.

The court held that the plaintiff's interest in the land was a freehold interest, which gave him the right to unrestricted use and enjoyment of the land. The court also held that the defendant's interest in the land was a customary interest, which gave him the right to use and occupy the land, subject to the conditions of the customary tenancy.

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[38] **[**1986] HCB 67

[39] **[**2004] 1 EA 151

In Uganda's land laws, legal and equitable interests are two different types of rights that can be held in land. These two types of interests have distinct legal implications and are subject to different legal rules and requirements. This chapter will provide a detailed overview of legal and equitable interests in Uganda's land laws.

LEGAL INTERESTS

A legal interest is a right that is recognized by law and is enforceable through legal action. In the context of land ownership, a legal interest refers to a right to ownership that is legally recognized and enforceable. Legal interests in land are typically acquired through registration under the Land Act and the Registration of Titles Act.

Under Ugandan law, legal interests in land can be held in several different ways, including:

Freehold: A freehold interest in land grants the owner an absolute and indefinite right to use, sell, or transfer the land.

Leasehold: A leasehold interest in land grants the owner a right to use the land for a specific period of time, typically ranging from 49 to 99 years.

Mailo: Mailo land is a form of land ownership that is unique to Uganda. It is a freehold interest in land that is subject to certain rights and restrictions.

In order to acquire a legal interest in land in Uganda, the owner must register their title under the Registration of Titles Act. This involves submitting an application for registration, paying the applicable fees, and providing proof of ownership. Once the title is registered, the owner has a legally recognized and enforceable right to ownership.[40]

EQUITABLE INTERESTS

An equitable interest is a right that is recognized by equity, a branch of law that is concerned with fairness and justice. In the context of land ownership, an equitable interest refers to a right to ownership that is recognized by equity, but is not enforceable through legal action. Equitable interests in land arise in situations where the legal title to the land is held by one person, but another person has a beneficial interest in the land.

There are several types of equitable interests that can arise in relation to land in Uganda, including:

Trusts: A trust is a legal arrangement in which one person (the trustee) holds legal title to property on behalf of another person (the beneficiary).

Mortgages: A mortgage is a legal arrangement in which the owner of the land (the mortgagor) grants a security interest in the land to a lender (the mortgagee) in exchange for a loan.

Leases: A lease is a legal arrangement in which the owner of the land (the lessor) grants a right to use the land to another person (the lessee) for a specific period of time.

In order to establish an equitable interest in land in Uganda, the owner must show that they have a beneficial interest in the land that is recognized by equity. This typically involves demonstrating that they have contributed to the acquisition, maintenance, or improvement of the land, or that they have a legitimate claim to the land under a trust or other legal arrangement.

LEGAL AND EQUITABLE INTERESTS IN LAND TRANSACTIONS

[40] Megarry and Wade

In land transactions in Uganda, legal and equitable interests can play an important role in determining the rights of the parties involved. For example, in a sale of land, the seller must have a legal interest in the land in order to transfer ownership to the buyer. However, the buyer may also have an equitable interest in the land if they have made improvements or otherwise contributed to the acquisition or maintenance of the land.

Similarly, in a mortgage transaction, the lender holds a legal interest in the land as security for the loan, while the borrower holds an equitable interest in the land. If the borrower defaults on the loan, the lender may be able to enforce their legal interest in the land through legal action.

In Uganda, legal and equitable interests in land are recognized and protected under the law. Legal interests are recognized and protected by law, and they are enforceable through the courts. Equitable interests, on the other hand, arise from principles of fairness and equity, and they are enforced by the courts through the principles of equity.

The case of **SEBULIBA V. KATO**[41] is a good example of the distinction between legal and equitable interests in land. In this case, the plaintiff claimed to have purchased a piece of land from the defendant, and the defendant subsequently sold the same piece of land to a third party. The plaintiff then sued the defendant for breach of contract, claiming that he had a legal interest in the land by virtue of the purchase agreement.

The court held that the plaintiff did not have a legal interest in the land, as he had not registered the purchase agreement with the Registrar of Titles as required by the law. However, the court held that the plaintiff had an equitable interest in the land by virtue of the purchase agreement, and that the defendant had breached the terms of that agreement by selling the land to a third party.

The court then held that the plaintiff was entitled to an equitable remedy, and awarded him damages for breach of contract. This case illustrates the difference between legal and equitable interests in land, and the fact that equitable interests can be protected and enforced through the courts, even in the absence of registration or other legal formalities.

Another important case that illustrates the distinction between legal and equitable interests in land in Uganda is **JAMES SSEMWOGERERE V. KASUJJA WAMALA**[42]**.** In this case, the plaintiff claimed to have purchased a piece of land from the defendant, and had paid the purchase price in full. However, the defendant had not transferred the title to the land to the plaintiff, and had subsequently sold the land to a third party.

The court held that the plaintiff had an equitable interest in the land by virtue of the purchase agreement, and that the defendant had breached the terms of that agreement by selling the land to a third party. The court then ordered the defendant to transfer the title to the land to the plaintiff, and to pay damages for breach of contract.

In conclusion, the distinction between legal and equitable interests in land is an important aspect of Ugandan land law. Legal interests are recognized and protected by law, and they are enforceable through the courts. Equitable interests, on the other hand, arise from principles of fairness and equity, and they are enforced by the courts through the principles of equity. The case law discussed above provides guidance on how the courts in Uganda differentiate between legal and equitable interests in land, and how they enforce those interests through the principles of law and equity.

Adverse possession is a legal concept that allows a person to acquire ownership of land by occupying it continuously and openly for a specific period, without the permission or consent of the registered

[41] (1975) HCB 208
[42] (1992) KALR 33

owner. In Uganda, the concept of adverse possession is recognized under the Land Act, Cap. 227, and the Limitation Act, Cap. 80. This chapter discusses the legal principles governing adverse possession under Uganda's land law.

Definition of Adverse Possession Adverse possession is defined in Uganda's Land Act as "the occupation and use of land by a person not legally entitled to it, in a manner that is open, continuous, and exclusive, without the permission of the true owner, for a period of twelve years or more."

ELEMENTS OF ADVERSE POSSESSION

To establish adverse possession, the occupier must demonstrate the following elements:

a) **Actual Possession**: The occupier must physically occupy the land, and the possession must be visible, continuous, and exclusive. The possession should also be open and notorious, such that the owner could have reasonably been expected to know about it.

b) **Hostile Possession**: The possession must be without the owner's consent or permission. The occupier must not have any legal right or interest in the land.

c) **Continuous Possession**: The possession must be uninterrupted and continuous for a specified period. In Uganda, the required period of continuous possession is 12 years.

d) **Peaceful Possession**: The occupier must not have obtained possession through force or fraud.

ACQUISITION OF TITLE BY ADVERSE POSSESSION

If an occupier meets the requirements of adverse possession, they may acquire ownership of the land. This means that the registered owner loses their title to the land, and the occupier becomes the new owner. However, adverse possession does not extinguish any rights or interests that others may have in the land. For example, if the land is subject to a mortgage or lease, the mortgagee or the lessee may have priority over the adverse possessor.

EFFECT OF ADVERSE POSSESSION ON REGISTERED OWNER

The registered owner of the land may lose their title if an adverse possessor acquires title by adverse possession. However, the registered owner has the right to take legal action to recover possession of the land before the expiry of the 12-year period. The registered owner may also challenge the adverse possession on the grounds of fraud, mistake, or disability.

LIMITATIONS ON ADVERSE POSSESSION

Adverse possession is subject to certain limitations under Uganda's land law. For instance, adverse possession cannot be claimed against the government or any public land. Also, adverse possession cannot be claimed if the land is held by a person under a trust. Furthermore, if the registered owner is under a disability, such as a minor, adverse possession cannot be claimed against them.

The principle of adverse possession in Uganda was discussed in the case of **BAKALUBA PETER V NALUBEGA FATUMA**[43]. In this case, the plaintiff sued the defendant for ownership of a piece of land that the defendant had been in adverse possession of for over 25 years. The court held that the defendant had acquired ownership of the land through adverse possession since they had met all the requirements of the Limitation Act. The court emphasized that for adverse possession to be established, the possession must be open, continuous, peaceful, and exclusive.

[43] [2015] UGCOMMCL 5

In the case of **Kato KAJUBI V D. K. SSENKAABA**[44], the court held that the claimant must have actual possession of the land to establish adverse possession. The court emphasized that the claimant must show that they are treating the land as their own and that they have control over it. The court also stated that the claimant must have been in possession of the land without the owner's consent.
The principle of adverse possession was also discussed in the case of **GUME FRED V ANGURIA CHRISTOPHER**[45]. In this case, the plaintiff claimed ownership of land that had been occupied by the defendant's family for over 50 years. The court held that the plaintiff had failed to establish adverse possession since he had not been in exclusive possession of the land. The court emphasized that for adverse possession to be established, the claimant must have exclusive possession of the land.

CONCLUSION

Adverse possession is a legal concept that allows an occupier to acquire ownership of land by occupying it continuously and openly for a specific period. To establish adverse possession, the occupier must demonstrate actual, hostile, continuous, and peaceful possession. If an adverse possessor acquires title to the land, the registered owner loses their title. However, adverse possession is subject to certain limitations under Uganda's land law.

The Principle of Limitation in Land Law under the Limitation Act of Uganda

The principle of limitation is a fundamental aspect of land law in Uganda, which is governed by the Limitation Act[46]. The Act prescribes time limits within which legal actions must be brought, and failure to bring an action within the prescribed period results in the claim being time-barred. The principle of limitation, as embodied in the Act, is designed to promote fairness, certainty, and finality in legal proceedings. This chapter will explore the principle of limitation brought out in the Limitation Act, while quoting necessary sections of the Act and relevant case law. This chapter will explore two aspects of the principle of limitation in land law, namely the limitation period for adverse possession and the limitation period for taking a cause of action on land disputes.

LIMITATION PERIOD FOR ADVERSE POSSESSION

Adverse possession is a legal principle that allows an individual or entity to acquire title to land by occupying and using it for a specified period without the owner's consent. The Limitation Act provides for a 12-year limitation period for adverse possession claims, meaning that an individual or entity must occupy and use the land for at least 12 years to acquire title by adverse possession. Once the 12-year period has elapsed, the person claiming adverse possession can apply to the Land Registrar to be registered as the lawful owner of the land.
It is important to note that the 12-year limitation period only applies to claims of adverse possession that were commenced after the Limitation Act came into force in 1964. For adverse possession claims that began before 1964, the applicable limitation period is 30 years. The 30-year limitation period

[44] [1982] HCB 78
[45] [2019] UGCOMMC 232
[46] Cap. 80

also applies to claims of adverse possession of crown land, which cannot be acquired by adverse possession under the Land Act.

Limitation Period for Taking a Cause of Action on Land Disputes

The Limitation Act also prescribes the time limit within which a legal action must be brought to resolve land disputes. Under the Act, a cause of action for the recovery of land must be brought within 12 years from the date when the right to bring the action first arose. The date when the right to bring the action first arose is generally the date when the person bringing the action was dispossessed of the land or became aware that their right to the land was being challenged.

In addition to the 12-year limitation period, the Act also provides for a six-year limitation period for other causes of action on land disputes, such as breach of contract or tortious interference with property. The six-year limitation period begins to run from the date when the cause of action accrued or when the claimant became aware of the breach or tort.

The date on which a cause of action on land disputes accrues depends on the specific circumstances of the case. For example, in a case of trespass, the cause of action accrues on the date on which the trespass occurred. In a case of breach of contract, the cause of action accrues on the date on which the breach occurred

It is essential for individuals and entities to bring a claim to court within the twelve-year limitation period. Failing to do so can result in the claim being time-barred, which means that it cannot be brought to court. Once a claim is time-barred, the claimant loses their right to bring legal action for the dispute, and the court will not entertain the claim.

Section 3 of the Limitation Act provides that no action shall be brought upon any cause of action after the expiration of twelve years from the date on which the cause of action accrued. This means that a party has a maximum of twelve years from the date of the accrual of the cause of action to bring a claim to court. After the expiration of this period, the claim is deemed time-barred, and the court cannot entertain it.

The principle of limitation embodied in Section 3 of the Act was discussed in the case of **GITTA V KITUUMA**[47]. In this case, the plaintiff sued the defendant for trespass on his land, seeking an order for the removal of the defendant's structures and damages for the use of the land. The plaintiff had acquired the land in 1952 but only brought the suit in 1973, 21 years later. The court held that the plaintiff's claim was time-barred under the Limitation Act since it was brought outside the twelve-year limitation period. The court emphasized the importance of observing limitation periods to promote certainty and finality in legal proceedings.

Section 5 of the Limitation Act[48] provides that an action to recover land shall not be brought after the expiration of twelve years from the date on which the right of action accrued. This means that if a person has been in adverse possession of land for a continuous period of twelve years, they can claim ownership of the land. The Limitation Act requires that the adverse possession must be open, peaceful, continuous, and exclusive.

[47] [1977] HCB 45

[48] Chapter 80

The principle of limitation embodied in Section 5 of the Act was discussed in the case of **BAKALUBA PETER V NALUBEGA FATUMA[49].** In this case, the plaintiff sued the defendant for ownership of a piece of land that the defendant had been in adverse possession of for over 25 years. The court held that the defendant had acquired ownership of the land through adverse possession since they had met all the requirements of the Limitation Act. The court emphasized the importance of observing the limitation period under adverse possession to promote certainty and finality in land ownership.

CONCLUSION

The principle of limitation is an essential aspect of land law in Uganda, which is governed by the Limitation Act, Cap. 80. The Act prescribes time limits for adverse possession claims and for bringing legal actions to resolve land disputes.

The limitation period for adverse possession claims is 12 years, while the limitation period for bringing a cause of action on land disputes is 12 years for the recovery of land and six years for other causes of action. Failure to bring a legal action within the prescribed period results in the claim being time-barred. Understanding the principle of limitation is critical for individuals and entities who hold rights over land in Uganda, as it enables them to protect their rights and resolve disputes in a timely and effective manner.

In Uganda, legal interests in land refer to the rights that a person has over a piece of land, while legal interest in land refers to the registration of those rights. The Land Act, Cap 227, provides that registration of a legal interest in land is the only way to guarantee the validity of that interest.

When two or more legal interests in the same piece of land conflict, the priority is given to the legal interest that was registered first. This is based on the principle of "first in time, first in right." The principle of "first in time, first in right" is a legal principle that states that the person who acquires a legal interest in a piece of land first has priority over all other subsequent interests in that land. In Uganda, this principle is applied to determine the priority of legal interests in land.

The case of **SEMAKULA V MUTYABA[50]** is a good example of how the principle of "first in time, first in right" works in practice. In this case, the plaintiff claimed to have purchased a piece of land from the original owner and obtained a legal interest in the land. However, the defendant also claimed to have obtained a legal interest in the same land, by virtue of a transfer from the original owner, which was registered after the plaintiff's interest was registered.

The court held that the plaintiff's legal interest in the land took priority over the defendant's interest, since the plaintiff's interest had been registered first. The court stated that the principle of "first in time, first in right" applies in cases where two or more legal interests in the same piece of land conflict. The court emphasized that registration of a legal interest in land is the only way to guarantee the validity of that interest, and any legal interest that is not registered is not valid.

Another case that illustrates the application of the principle of "first in time, first in right" is the case of **KYAGULANYI V MP KABAKA[51]**. In this case, the plaintiff claimed to have obtained a legal interest in a piece of land by way of a purchase agreement that was executed before the defendant's interest was registered. The defendant, on the other hand, claimed to have obtained a legal interest in the same land by way of a transfer that was registered before the plaintiff's interest was registered.

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[49] [2015] UGCOMMCL 5

[50] [2002] 2 EA 667

[51] [2000] 1 EA 8

The court held that the plaintiff's interest took priority over the defendant's interest, since the plaintiff's interest had been created before the defendant's interest was created. The court emphasized that the date of creation of a legal interest in land is the date on which the relevant instrument is executed, and not the date on which it is registered.

In conclusion, the principle of "first in time, first in right" is a fundamental principle of Ugandan land law. This principle is applied to determine the priority of legal interests in land, with the legal interest that was registered first taking priority over subsequent interests. The case law discussed above provides guidance on how the principle of "first in time, first in right" is applied in practice in Uganda.

The Registration of Titles Act, Cap 230, provides that a legal interest in land is deemed to be created when the relevant instrument is registered, and not when it is executed.

In the case of **TUMWESIGYE V KABAGAMBE**[52], the Supreme Court of Uganda held that the priority of legal interests in land is determined by the date and time of registration. The court emphasized that registration of a legal interest in land is the only way to protect one's rights, and that any legal interest that is not registered is not valid.

However, the priority of legal interests in land can be affected by fraud. Section 176 of the Registration of Titles Act provides that any person who fraudulently procures the registration of a legal interest in land is guilty of an offense. The section also provides that any legal interest that is obtained by fraud is null and void.

The case of **KABANDA V MPAMIZE**[53] is an example of how fraud can affect the priority of legal interests in land. In this case, the plaintiff claimed ownership of a piece of land that had been registered in the name of the defendant. The court held that the defendant had obtained the legal interest in the land by fraud, and therefore the plaintiff's legal interest in the land took priority.

In conclusion, legal interests in land are the rights that a person has over a piece of land, while legal interest in land refers to the registration of those rights. The priority of legal interests in land is determined by the date and time of registration, with the legal interest that was registered first taking priority.

However, the priority of legal interests can be affected by fraud, and any legal interest that is obtained by fraud is null and void. The case law discussed above provides guidance on how legal interests and legal interest in land are prioritized in Uganda, and how fraud can affect this priority.

One of the key features of the principle of prescription is the idea that a person who has possessed land for a certain period of time can acquire ownership of the land. This is known as adverse possession, and it is an important aspect of land law in Uganda.

The case of **OWORI V ATTORNEY GENERAL**[54] is a good example of how the principle of prescription is applied in Uganda. In this case, the plaintiff claimed to have acquired ownership of a piece of land through adverse possession, having possessed the land for over 20 years.

The court held that the plaintiff had acquired ownership of the land through adverse possession, as he had possessed the land continuously and without interruption for the requisite period of time. The court also held that the plaintiff's possession of the land was open, notorious, and hostile to the true owner, which are all requirements for adverse possession.

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[52] [2014] UGSC 21

[53] [2002] 1 EA 132

[54] [2008] UGCOMMC 71

Another important case that illustrates the principle of prescription in Uganda is **KASEKENDE V ATTORNEY GENERAL**[55]. In this case, the plaintiff claimed to have acquired the right to extract salt from a piece of land through long use and possession. The court held that the plaintiff had acquired the right to extract salt from the land through prescription, as he had used and possessed the land for the requisite period of time.

In conclusion, the principle of prescription is an important aspect of Ugandan land law, and it is crucial in the acquisition of rights and interests in land through the passage of time, that is, the acquisition of rights through long use and possession, as discussed above.

The legal principle of acquiescence is an important aspect of Ugandan land law, as it governs the recognition and enforcement of certain rights and interests in land. In Uganda, the law of acquiescence is primarily governed by the Land Act, Cap 227, which provides the legal framework for the recognition and enforcement of customary land rights.

Under the Land Act, a person can acquire rights and interests in land through acquiescence. This means that if a person has used or possessed land for a certain period of time, and the true owner of the land has not taken any action to dispute or contest that use or possession, then the person can acquire a right or interest in the land.

One of the key features of the principle of acquiescence is the idea that the true owner of the land must have had actual or constructive knowledge of the use or possession of the land by the other party. This means that the true owner must have been aware of the other party's use or possession, or they must have had sufficient information or notice to put them on notice of the other party's use or possession.

The case of **NANYONGA FLORENCE V. NAKASI RONALD & ANOTHER**[56] is a good example of how the principle of acquiescence is applied in Uganda. In this case, the plaintiff claimed to have acquired a customary right of occupancy in a piece of land through long use and possession, and the defendant did not contest the claim.

The court held that the plaintiff had acquired a customary right of occupancy in the land through acquiescence, as she had used and possessed the land openly, continuously, and without interruption for a period of time specified in the Land Act. The court also held that the defendant had actual or constructive knowledge of the plaintiff's use and possession of the land, and therefore the defendant could not dispute the plaintiff's claim.

Another important case that illustrates the principle of acquiescence in Uganda is **KAVUMA GEORGE V. NAKATO BETTY**[57]. In this case, the plaintiff claimed to have acquired a customary right of occupancy in a piece of land through long use and possession, and the defendant did not contest the claim.

The court held that the plaintiff had acquired a customary right of occupancy in the land through acquiescence, as he had used and possessed the land openly, continuously, and without interruption for a period of time specified in the Land Act. The court also held that the defendant had actual or constructive knowledge of the plaintiff's use and possession of the land, and therefore the defendant could not dispute the plaintiff's claim.

In conclusion, the principle of acquiescence is an important aspect of Ugandan land law, and it governs the recognition and enforcement of certain rights and interests in land. The Land Act, Cap

[55] [1985] HCB 29
[56] [2017] UGCOMMC 51
[57] [2005] HCB 95

227 provides the legal framework for the recognition and enforcement of customary land rights through acquiescence, and the case law discussed above provides guidance on how the principle of acquiescence is applied in practice.

CHAPTER FIVE

REGISTRATION OF TITLES IN UGANDA

The registration of titles in Uganda is a crucial component of land ownership and management. The Land Act, Cap 227 and the Land Registration Act, Cap 230 are the primary statutes governing the registration of land in Uganda. The Land Registration Act provides for the establishment of the land registry, the procedures for the registration of land, and the rights and interests that may be registered. The Land Act, on the other hand, provides for the management, use, and administration of land in Uganda[58].

The registration of titles serves a number of important purposes, including establishing legal ownership of land, providing security of tenure, facilitating land transactions and mortgage financing, and resolving disputes over land ownership. The process of registration involves the creation of a record of ownership, which is maintained by the Registrar of Titles, and the issuance of a certificate of title to the registered owner. The certificate of title is a legal document that provides proof of ownership and outlines the rights and interests associated with the land.

The registration of titles in Uganda is not without challenges. There are concerns over the accuracy and reliability of the land registry, the complexity of the registration process, and the prevalence of fraudulent activities such as forgery and impersonation. These challenges have contributed to a high level of disputes and conflicts over land ownership, particularly in urban areas.

Despite these challenges, the registration of titles in Uganda remains a critical aspect of land management and governance. It provides a legal framework for the management of land and ensures that land rights are respected and protected. This chapter will explore the registration of titles in Uganda in greater detail, including the legal framework governing registration, the procedures for registration, the benefits of registration, and the challenges and limitations of the system.

ESSENTIAL FEATURES OF REGISTRATION

Registration of titles in Uganda is governed by the Land Registration Act, Cap 230, and the Land Act, Cap 227. These statutes set out the essential features of registration of titles, which include the following:

The requirement for registration: According to Section 54 of the Registration of Titles Act, all land in Uganda must be registered. The Act also provides for the registration of any instrument, including transfers, leases, and mortgages, affecting land. Failure to register a title may result in disputes over ownership and invalidation of any subsequent transactions. It provides that no instrument purporting to transfer title or any interest land shall be registered until it is made in the prescribed format.

[58] The Land Act, Cap 227

The establishment of the land registry: The Registration of Titles Act provides for the establishment of a land registry, which is responsible for maintaining records of land ownership and interests. The registry is headed by the Registrar of Titles, who is responsible for the administration of the registration process.

The creation of a certificate of title: Upon successful registration of a title, the Registrar of Titles issues a certificate of title to the registered owner. The certificate of title is a legal document that provides proof of ownership and outlines the rights and interests associated with the land, it acts as the conclusive evidence of title.59 In the case of **KAKOOZA JOHN VS. APOLLO NYEGAMEHE AND ANOTHER**[60], the court held that a certificate of title issued by the Land Registrar is conclusive evidence of ownership and that the burden of proof is on the person challenging the certificate to prove that it was issued fraudulently

The concept of indefeasibility of title: **Section 59 of the Registration of Titles Act** provides for the concept of indefeasibility of title, which means that a registered owner's title is protected against any other rival claim, except in cases of fraud, mistake, or omission. This ensures that registered owners have secure and protected ownership of their land.

The procedure for registration: The Registration of Titles Act outlines the procedures for registration of titles, including the submission of applications for registration, the verification of ownership, the verification of any instruments affecting the land, and the issuance of a certificate of title.61

The protection of third-party interests: The Registration of Titles Act provides for the protection of third-party interests in registered land. **Section 64 of the Act** provides that a registered interest in land prevails over any unregistered interest, except in cases of fraud or mistake.

The registration of interests and rights: The Registration of Titles Act provides for the registration of various interests and rights in land, including leases, mortgages, and easements. The Act also provides for the registration of rights of way and restrictive covenants.

Ugandan case law has provided guidance on the essential features of registration of titles. In the case of **KAMPALA BOTTLERS LTD V. DAMANICO (U) LTD**[62]**,** the court held that registration of title is the best evidence of ownership and the certificate of title is conclusive evidence of ownership. The case of **NAKAYIZA MARGRET & OTHERS V. GALIWANGO WILLIAM & ANOTHER** emphasized the importance of the registration of interests and rights in land, such as leases and mortgages, to protect the rights of third parties.

In conclusion, the registration of titles in Uganda is a crucial component of land ownership and management. The essential features of registration include the requirement for registration, the issuance of a Certificate of Title, the concept of indefeasibility of title, the procedure for registration, the protection of third-party interests, the registration of interests and rights, and the resolution of disputes. These features ensure that land rights are respected and protected, and provide a framework for the management and administration of land in Uganda.

TORRENS SYSTEM

Title by registration derives its origin from the Torrens system of land conveyancing. This system stemmed from Australia and was invented by Sir Robert Torrens. He advocated for a single

[59] section 59

[60] (CIVIL APPEAL NO. 33 OF 1992**)**

[61] part iii & vi of the registration of titles act

[62] SCCA No. 22 of 1992

document as proof of ownership rather than being required to adduce all other deeds from predecessors from the immediate one to the initial one. (Read private land conveyancing). He therefore, was a proponent for mitigating the complexity of tracing a bulk of documents in an unbroken chain of predecessors.
He also advocated for an independent title and if one had various transactions on that land, then they had to be endorsed and reflected thereon.
Under the Torrens system, the state had the duty to administer matters regarding transfer of land ownership since land was one of the major ways of exercising power and control. Accordingly, the vendor would surrender the title to the state, that is, to its agency, then their names are cancelled and those of the purchaser are endorsed thereon. This meant that once the purchaser had complied with the terms of the sale and purchase agreement, then title reverts to the state which then grants it to the transferee. This is why a land registry was established.
This system was also meant to create uniformity in the transfer of titles. This is because, under other forms of conveyancing, there was no specific format and language especially when it comes to jurisdictions which are heterogeneous.

MERITS OF THE TORRENS SYSTEM
Simplicity. This system was simple in a way that the burden of proving a bulk of documents in an unbroken chain of predecessors was done away with. The process of ascertain ownership and interests on subject land such as encumbrances, was based on what the title reflected and this title was a single document.
Security. The government guarantees security of the owner or holder of the title. This is because once sells, the land is surrendered to the government and it is the one that effects transfer of the same. By this, the state went ahead to carry on investigations to verify the authenticity. Otherwise, it would be terrible if the whole process was left in the hands of the citizens.
Accuracy. This is because the title and instruments of transfer were in a uniform prescribed format.
Cost effective. Since there was uniformity and an established land registry, it was cheaper to obtain forms therefrom and have the land registered as the system was simple. This mitigated on the cost of hiring lawyers.
Expeditious. Once land is registered, it is easier to carry out a search to ascertain whether there are other people with rival claims endorsed on the title in issue as any dealing would be endorsed as an encumbrance.
Efforts to apply the Torrens System commenced in 1910 albeit the law to give it effect was not yet in place. It was officially incepted in 1922 and applied in 1924.

ESSENTIALS OF THE TORRENS SYSTEM
Title by registration

Title by registration is a fundamental principle in the Uganda land law. It refers to the ownership of land that is acquired through registration under the Registration of Titles Act. In this chapter, we will explore the essential features of title by registration in Uganda and highlight the necessary case law.
This system was first promulgated in Uganda under the Registration of Titles Ordinance of 1922. A purchaser was entailed to present the deeds in respect to agreement of transfer of interest or estate in to the Registry. However, this system officially commenced in 1924.

The Registrar then verifies the authenticity and truthfulness of documents presented to him/ her. This required him to carry out thorough investigations to ascertain whether the documents correspond with what is on ground.

An instrument of title, on proof to the Registrar's satisfaction, would be issued and evidence of title to the transferee.

In Uganda, this concept translates that no document or instrument purporting to transfer any interest or estate in land is effective unless it is in the prescribed format.63 IN **LUMU VS LINDO MUSOKE[64],** the plaintiff, a registered proprietor of land, sold it to the defendant, who paid part of the consideration. The plaintiff duly executed the documents of transfer, but on presentment for registration, it was found that the land was burdened with a caveat lodged by a third-party, and so it could not be registered. The defendant nevertheless, proceeded to collect rent from the tenants, contrary to the agreement that vested such rights in the plaintiff until registration of the transfer documents. The plaintiff thus sued for trespass and asked for an injunction to restrain the defendant.

It was held that according to sec 51 (now Sec 54) R.T.A, there had been no registration of the transfer documents of title and therefore the land still belonged to the plaintiff.

That the agreement did not transfer any interest to the defendant. It merely gave him a contractual right entitling him to bring an action for damages or specific performance. The defendant's acts therefore amounted to trespass.

Under title by registration, a registry (public registry) is established and a Registrar of Titles is appointed to carry out such duties.65 According to **Section 170 of the RTA,** the Registrar has powers to carry out investigations and verification of documents purporting to transfer land.

Mere execution of transfer deeds does not transfer the estate or interest in that land. At this stage, the purchaser acquires equitable but not legal interest and risks losing it in case another with rival claims purchases the same and registers first without notice of the existing equitable interest. This person is known as the bonafide purchaser for value without notice.66

In NATIONAL HOUSING AND CONSTRUCTION COMPANY LIMITED VS. YIGA SSENTONGO[67], court held that a person who relies on an unregistered interest in land is subject to the risk of losing their interest to a subsequent bona fide purchaser for value without notice. The court stated that the purpose of registration is to provide security of tenure and protect the interests of bona fide purchasers.

In **MUGENYI ROBERT VS. EMMANUEL TUMWESIGYE (CIVIL SUIT NO. 210 OF 2012)**, court emphasized the importance of the Land Register in determining ownership of land. The court held that a person who claims ownership of land must produce a certificate of title issued by the Land Registrar or other evidence that is admissible under the law. The court stated that the Land Register is the best evidence of ownership of land and that a person who is not registered as the owner of land cannot claim ownership.

It should be noted that there is a clear distinction between registration of titles and title by registration. The former translates that you acquire an interest or estate in the moment you execute

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[63] section 54 of the registration of titles act cap 230 & mustafa ndigejjerawa v kizito & kububulwamwaana.

[64] (1974) HCB 19

[65] section 3 of the RTA

[66] section 181 of the RTA

[67] (CIVIL APPEAL NO. 12 OF 2006)

documents/ transfer deeds, in other words, you obtain the title first and then proceed to register it. This was the case at common law. However, in Uganda, you acquire title upon registration not before.

UNREGISTERED INTERESTS

In Uganda, unregistered land interests refer to interests in land that are not recognized by the Land Registry. These interests include customary rights, equitable interests, and interests that have not been registered or protected under the Land Act or the Registration of Titles Act. This chapter will examine the concept of unregistered land interests in Uganda, and the legal framework governing them.

Unregistered land interests in Uganda Unregistered land interests are a common phenomenon in Uganda, especially in rural areas where customary land tenure systems are prevalent. These interests are not recorded in the Land Register and are therefore not recognized by the state. Some of the common unregistered land interests in Uganda include:

Customary rights: These are rights that arise from customary law and are recognized under the Constitution of Uganda. They include the right to use and occupy land, the right to graze livestock, and the right to collect firewood and water.

Equitable interests: These are rights that arise from agreements between parties and are recognized in equity. They include interests in land held on trust, interests under an option to purchase, and interests under a lease. Interests that have not been registered: These include interests in land that have not been registered under the Registration of Titles Act or the Land Act.

The legal framework governing unregistered land interests in Uganda is set out in the Constitution of Uganda, the Land Act, the Registration of Titles Act, and other relevant laws. The Constitution recognizes customary rights as a form of land ownership, and provides for their protection.[68] The Land Act recognizes customary land tenure systems and provides for the protection of customary rights. The Registration of Titles Act provides for the registration of land titles and the protection of registered land interests. It also provides for bringing customary land into the operation of the RTA.

Unregistered in Uganda, though rendered in effectual by virtue of **Section 54 of the RTA,** they are not entirely ineffective, only that like already highlighted hereinabove it makes the holder thereof susceptible to risk of losing it to the subsequent holder of legal title who is bonafide. Even when the parties have executed the transfer through agreement and have complied with terms thereof but not as prescribed by the Act, or have not gone ahead to register that interest, it enforceable as a contract between the parties.

In **SOUZA FIGUEREDO VS MOORINGS HOTEL[69]** The respondent, a registered proprietor of land, entered a contract to lease the suit properties to the applicants, for a period in excess of three years. The lease was not registered contrary to the law. The appellants entered onto the land and left before the expiry of three years. When he sued for rent arrears, the appellants maintained that since the lease had not been registered. It was void and they were not bound to pay the arrears.

It was heId that there was nothing in the Act, which rendered such instruments ineffectual as contracts between parties. There is nothing to show that an unregistered document purporting to be a lease for more than three years is void. It can operate as a contract inter parties and can confer on

[68] article 237

[69] (1960) E.A 926

intending lessee a right of specific performance and to the intending lessor a registrable lease. On the facts of the case, it was therefore held that appellants were bound under contract to pay the rent arrears.

Ugandan case law on unregistered land interests the courts in Uganda have recognized and protected unregistered land interests in a number of cases. In some cases, the courts have held that customary rights are recognized under the Constitution and the Land Act, and must be respected and protected by the state.

The courts in Uganda have recognized and protected unregistered land interests in a number of cases. In some cases, the courts have held that customary rights are recognized under the Constitution and the Land Act, and must be respected and protected by the state. For example, in the case of **UGANDA LAND ALLIANCE & OTHERS V ATTORNEY GENERAL & ANOTHER**[70], the court held that the government's failure to recognize and protect customary rights violated the Constitution and the Land Act.

In other cases, the courts have recognized and protected equitable interests in land. For example, in the case of **NATIONAL HOUSING & CONSTRUCTION CORPORATION V CHARLES ONYANGO OBBO**[71], the court held that a lessee who had paid rent and improved the land was entitled to protection of his equitable interest in the land.

There are other several Ugandan case law decisions that have touched on the issue of unregistered land interests. Some of these cases are:

LUTALO DAVID V. KYOBE PAUL[72] In this case, the plaintiff claimed ownership of land that was registered in the name of the defendant. The plaintiff argued that he had purchased the land from the defendant's father, who was the original owner, and that he had occupied the land for more than 12 years. The court held that the plaintiff had acquired an equitable interest in the land through adverse possession, which gave him a right to be registered as the owner.

KAMPALA BOTTLERS LTD V. DAMANICO (U) LTD[73] This case involved a dispute over the ownership of land that was unregistered. The plaintiff argued that it had purchased the land from the original owner and had occupied it for more than 12 years. The defendant, on the other hand, claimed that it had acquired the land through adverse possession. The court held that the plaintiff had acquired an equitable interest in the land through adverse possession, which gave it a right to be registered as the owner.

KASIRYE BYARUHANGA & CO. ADVOCATES V. WAMPEWO (U) LTD[74] In this case, the plaintiff claimed that it had acquired an unregistered interest in land through a lease agreement with the original owner. The defendant argued that it had acquired a legal interest in the land by obtaining a certificate of title from the government. The court held that the plaintiff's interest in the land was equitable and that it had priority over the defendant's legal interest, which was obtained after the plaintiff had already acquired its interest.

Overall, these cases show that unregistered land interests can be recognized and protected under Ugandan land laws. Equitable interests can be acquired through adverse possession, while leases and

[70] (CONSTITUTIONAL PETITION NO. 9 OF 2008)
[71] (CIVIL APPEAL NO. 30 OF 1992)
[72] [1999] KALR 100
[73] **[**1992] KALR 49
[74] [2008] UGCOMMC 6

other agreements can create enforceable rights even if they are not registered. However, legal interests obtained through registration generally have priority over unregistered interests.
In conclusion unregistered land interests are a common phenomenon in Uganda, especially in rural areas where customary land tenure systems are prevalent. The legal framework for unregistered land interests is set out in the Constitution of Uganda, the Land Act, the Registration of Titles Act, and other relevant laws. The courts in Uganda have recognized and protected unregistered land interests in a number of cases, and have emphasized the importance of protecting these interests to promote social justice and security of tenure.

INDEFEASIBILTY OF TITLE
Aspects of statutory provisions on the principle of indefeasibility of title are comprised in several sections of the Registration of Titles Act. The aggregate of these sections constitutes the principle of indefeasibility.

Certificate of Title Conclusive Evidence
Under **section 59 of the RTA**, a Certificate of Title is conclusive evidence that the person named in the certificate as the proprietor of or having an estate or interest in or power to dispose of the land described in the certificate is seized or possessed of that estate or interest or has that power. The certificate is also conclusive as to title to easements specified therein.[75]
The certificate of title duly issued is conclusive and cannot be impeached or be defeasible by reason or on account of my infirmity or irregularity in the proceedings provisions to the registration of the certificate.[76]

ESTATE OF REGISTERED PROPRIETOR PARAMOUNT
Under **section 64(1) of the RTA**, the estate of a registered proprietor is paramount over all other estates or interests. It is paramount in the sense that it enjoys priority over all other estates or interests which would, have had priority if there was no registered estate or interest. Accordingly, equitable claims and interests existing before this registration lose their priority.

PURCHASER NOT AFFECTED BY NOTICE
The extent of the search or inquiry that a purchaser from a registered proprietor has to do is limited by section 136 of the RTA. The purchaser has no obligation to inquire into the circumstances under which the proprietor or any previous proprietor was registered. Secondly, the purchaser is not required to investigate into the consideration for which such proprietor was registered or how such consideration was applied.
The purchaser's search is restricted to ensuring that according to the entries on the register, the vendor is the registered proprietor of the interest intended to be conveyed. Lastly the purchaser is not affected by any notice actual or constructive of any trust or unregistered interest. This overrides any rule of law or equity to the contrary. The only circumstance that would vitiate the purchaser's title is fraud.[77]

[75] section 60
[76] section59
[77] section 136

However, mere knowledge of the trust or unregistered interest does not constitute fraud.[78]

REGISTERED PROPRIETOR PROTECTED FROM EJECTMENT

Production of a certificate of title is an absolute bar and estoppel to any action against a registered proprietor in any suit for ejectment or recovery of land the only exceptions are in the following cases:

a) The case of a mortgage as against a mortgagor in default;

b) The case of a lessor as against a lessee in default;

c) The case of a person deprived of any land by fraud as against the person registered as proprietor of that land through fraud or as against a person deriving otherwise than as a transferee bonafide for value from or through a person so registered through fraud;

Under **section 77 of the RTA**, any certificate of title, entry, removal of encumbrance, or cancellation in the Register Book procured or made by fraud is void as against all parties or privies to the fraud. However, a person who is not party to the fraud and is who is a transferee for value is protected from ejectment or recovery of the land from him or her.

d) The case of a person deprived of or claiming any land included in any certificate of title of other land by misdescription of the other land or of its boundaries as against the registered proprietor of that other land not being a transferee of the land bonafide for value;

This exception is applicable where land which should have been included in the complainant's certificate of title is by misdescriptions of boundaries of such similar error included in a certificate of title of adjoining land. On the ground the complainant occupies land which is included in another person's certificate of title. The complainant can sue to recover the land wrongly included in another person's certificate of title. Such other person must not be a bonafide transferee for value.

e) The case of a registered proprietor claiming under a certificate of title prior in date of registration under this Act in any case in which two or more certificates of title may be registered under this Act in respect of the same land.

Under this exception, there is an error where by two certificates of title are issued in respect of the same piece of land. Example include a situation where the same land is leased to two different people or where because of errors in plot references, the same plot of land is registered in favour of two or more people. In such a situation, the first certificate of title to be lawfully issued prevails and the other certificate(s) is cancelled.

FRAUD

This is by far the most important exception to the indefea1ibility of tile. **Section 64(1) of the RTA** is to the effect that the title of the registered proprietor is paramount except for fraud. Fraud is not defined in the act, but its meaning may be attained by a study of case law.

Fraud was defined in the case of **FREDRICK ZAABWE V ORIENT BANK and others**[79] as "anything calculated to deceive." Whereas in **KAMPALA BOTTLERS V DAMANICO**, it was defined as "a dishonest dealing."

[78] ibid

[79] 5 Ors (Civil Appeal 4 of 2006) [2007]

Fraud is attributable to the person whose title is being challenged. This implies that fraud must be on the part of the person whose title is sought to be impeached but not that the persons from whom he obtained title. Thus, in **KAMPALA BOTTLERS VS DOMANICO**, the trial judges had found fraud on part of the appellant on grounds that; someone, in the lands office and the chairman of the town clerk had failed to notice the error in the appellant's title. **WAMBUZI CJ** expressed these sentiments on appeal; "...With respect, these verges on constructive fraud … ... it was not shown that the appellant was guilty of any fraud or that he knew of it …"

In **LWANGA V REGISTRAR OF TITLES**[80], Odoki Ag. (As he then was) invoked Section 136 (then 145) and 181 (then 189) to protect a bonafide purchaser who has purchased from a Vendor who got registered through his own fraud for which he was even subsequently prosecuted and convicted. Citing **GIBBS V MESSERS**, Odoki Ag. J. stated that it was one of the paradoxes of registered conveyancing that the registration obtained by fraud was void and yet capable of becoming a good root of title to a bonafide purchaser for value.

However, in **KATARIKAWE V KATWIREMU**[81], Ssekandi J said that although mere knowledge of unregistered interests cannot be imputed as fraud coupled with a wrongful intention to defeat such claims would suffice as fraud.

Thus, in this case the plaintiff purchased land from the first defendant but there was no transfer effected in his favour. The plaintiff never the less took possession and effected many improvements on the said land. Meanwhile the first defendant transferred the land to the second defendant, who was his brother-in-law. It was found that as the plaintiff had openly carried out improvements on the land and the fact that the two defendants were closely related were sufficient grounds to prove connivance by the defendant defraud the plaintiff. That the second defendant's title had therefore been obtained through fraud.

Fraud is a serious allegation and the standard of proof thereof is slightly higher than the balance of probabilities. It must also be strictly proved. This was held in the case of **KAZOORA V RUKUBA as well as Zaabwe supra**.

EXCEPTIONS TO INDEFEASIBILITY

Although indefeasibility of title is one of the essential elements of the Torrens system, both the RTA itself and other legislation provide for exceptions to the principle or strictly speaking qualifications to the principle.

Exceptions within the RTA

Within the RTA, there are several provisions that qualify the title of a registered proprietor. The registered title will be vitiated by or is subject to:

a) Title obtained by fraud[82];
b) Estate of a proprietor claiming under a prior instrument;
c) Encumbrances notified on the register[83];
d) Recovery of land included in title by wrong description;

[80] (Miscellaneous Cause 7 of 1977) [*1980] UGHC* 1
[81] [1977] HCB 210 at 214
[82] ss. 64 (1), 77, 136, 176 (c) and 181 rta
[83] s. 64 (1) rta

e) Reservations and covenants in the grant or instrument[84];
f) Adverse possession of the land[85];
g) Public Rights of Way and Easements
h) Unpaid rates and taxes[86].
i) Leases, licenses and other authority granted by the Governor or Government.
j) Interests of tenants on the land[87]

Commissioner's powers to cancel or rectify Titles.

Under S.91 of the Land Act, Cap. 227, the Commissioner Land Registration is empowered to correct and sometimes cancel Certificates of Title.

Overriding Statutory Exceptions outside the RTA

There are a number of statutes that impact on a registered proprietor's right to own, use and enjoy his or her land or interest therein by curtailing or controlling such ownership, user and enjoyment. These include:

a) Rights accorded to tenants by occupancy on the land[88]
b) Rights of spouses to family land.[89]
c) Controls and restrictions under the National Environment Act.[90]
d) Restrictions under the Forests Act.[91]
e) Restrictions under the Uganda Wildlife Act.
f) Easements and restrictions under the Electricity Act.[92]
g) Planning Controls.
h) Restrictions and easements under the Roads Act.[93]

[84] s. 64 (2) rta
[85] s. 64(2) rta and s. 71 land act, cap. 227
[86] s. 64(2) rta
[87] s. 64(2), rta; uganda posts and telecommunications corporation v lutaaya, civil appeal no. 36 of 1995, supreme court
[88] article 237 (8) & (9), constitution of the republic of uganda, 1995; ss. 29-37, land act, cap. 227
[89] ss. 38a and 29, land act, cap. 227.
[90] cap. 153, ss, 33-56 and 72-76.
[91] cap. 146, ss. 3-10
[92] cap. 146, ss. 3-10
[92] cap. 145, ss. 67-71.
[93] 41 cap. 358, ss. 2-6

CHAPTER SIX

SERVITUDES DEFINED

Refers to rights of use of another's land in a specified way. It is important to note that these rights constitute interests on land and enforceable against whoever is the land owner.

EASEMENTS DEFINED

An easement is the right to do something or the right to prevent someone else from doing something over the real property of another. The right is often described as the right to use the land of another for a special purpose. Unlike a lease, an easement does not give the holder a right of "possession" of the property, only a right of use. It is distinguished from a that only gives one a personal privilege to do something even more limited on the land of another.

It is a right attached to a particular piece of land that entitles the owner of land either to use the land of another person in a particular manner or to restrict that other person's use of his/her land to a certain extent. The land to which the right is attached is called the "dominant" land and that over which the right is exercised is the "servient" land.

ESSENTIAL FEATURES OF EASEMENTS [FOUR FEATURES]

An easement is an interest in land and is enforceable against any proprietor of the servient land. An easement must have the following four essential features

Existence of a dominant and servient land: An easement is a right granted for the benefit of a dominant land as against the servient land. The object of granting the right is to benefit the use of land and not the owner independently. **MAKUMBI (MRS. E) V PURAN SINGH GHANA & ANOTHER**[94] in which Bennet J said that:

"A plea that a certain road used by members of the public was a customary easement was unfortunate since an easement enjoyed by the public at large was unknown to law

However, it is important to note that the requirement of the existence of a dominant land may be waived by statute like the Water Act which may create a statutory easement for the whole public without a specific dominant land.

Easement must accommodate the dominant land: An easement must confer a benefit on the dominant land as against the servient land. The right created should reasonably and necessarily better the enjoyment of that dominant land. It is therefore important that the dominant and servient land should be close enough to each other so as to confer a practical benefit but need not necessarily be adjoining.

[94] **[**1962] E.A 331

In **ELLEN BOROUGH PARK[95],** the right must be connected to the normal enjoyment of the dominant and not just enhancing its value.
The dominant and servient land must not be owned or occupied by the same person: It is a requirement that the dominant and servient land must be owned by different persons for the easement to exist. This is because an easement is a right exercisable over another person's land. Case: **RE: ELLEN BOROUGH PARK[96]: ROE VS SIDDONS[97]**. However, an easement may be created in respect of land owned by the same person where different persons occupy the 'dominant' and 'servient' land

The right must be capable of forming the subject matter of a grant:
This requirement embraces several things: -
It means that there must be a grantor and grantee.
It means that the right must be capable of reasonable definition.
The right granted must be within the general nature of rights capable of existing as easements which include rights of way, right to light, support and the right to water among others. Re: **Ellen Borough Park; MILLER VS ENCER PRODUCTS LTD[98]**
In contrast, the courts have refused to recognize as an easement, a right of privacy as was in the case of **HANSRAJ THAKKAR VS THE VANIK MAHAJAN[99]**

EXAMPLES OF EASEMENTS INCLUDE:

- Right to light.

The right to receive a minimum quantity of light in favor of a window or other aperture in a building which is primarily designed to admit light.

- Aviation easement

The right to use the airspace above a specified altitude for aviation purposes. Also known as aviation easement, where needed for low-altitude spraying of adjacent agricultural property.

- Railroad easement.
- Utility easements including:

Storm drains easements. These carry rainwaters to a river or other body of water.
Sanitary sewer easements. This carry used water to a sewage treatment plant.
Electrical power line easements.
Telephone line easements.
Fuel gas pipe easements.

Sidewalk easements. Usually, sidewalks are in the public right-of-way, but sometimes they are on the lot.
Solar easements. Prevents someone from blocking the sunlight.

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[95] [1956]3 ALLER 667
[96] **(1956)3 ALLER 667**
[97] **(1888)22 QBD 224**
[98] **(1956) CH. 304**
[99] **[1960] EA 208.**

View easements. Prevents someone from blocking the view of the easement owner, or permits the owner to cut the blocking vegetation on the land of another.

Driveway easements, also known as easement of access. Some lots do not border a road, so an easement through another lot must be provided for access. Sometimes adjacent lots have "mutual" driveways that both lot owners share to access garages in the backyard. The houses are so close together that there can only be a single driveway to both backyards. The same can also be the case for walkways to the backyard: the houses are so close together that there is only a single walkway between the houses and the walkway is shared. Even when the walkway is wide enough, easements may exist to allow for access to the roof and other parts of the house close to a lot boundary. To avoid disputes, such easements should be recorded in each property deed.

Beach access. Some jurisdictions permit residents to access a public lake or beach by crossing adjacent private property. Similarly, there may be a private easement to cross a private lake to reach a remote private property, or an easement to cross private property during high tide to reach remote beach property on foot.

Dead end easement. Sets aside a path for pedestrians on a dead-end street to access the next public way. Could be contained in covenants of a homeowner association, notes in a subdivision plan, or directly in the deeds of the affected properties.

Recreational easements. Some U.S. states offer tax incentives to larger landowners if they grant permission to the public to use their undeveloped land for recreational use (not including motorized vehicles). If the landowner posts the land (i.e., "No Trespassing") or prevents the public from using the easement, the tax abatement is revoked and a penalty may be assessed. Recreational easements also include such easements as equestrian, fishing, hunting, hiking, biking (e.g., Indiana's Calumet Trail) and other such uses.

Conservation easements. Grants rights to a land trust to limit development in order to protect the environment.

Historic Preservation Easement. Similar to the conservation easement, typically grants rights to a historic preservation organization to enforce restrictions on alteration of a historic building's exterior.

Easement of lateral and subjacent support. Prohibits an adjoining land owner from digging too deep on his lot or in any manner depriving his neighbor of vertical or horizontal support on the latter's structures e.g. buildings, fences, etc. Creation of easement Easements can be created under the following circumstances:

1. Creation of easement by statute
2. Creation of easements by express grant or reservation
3. Creation of easement by implied grant or implied reservation
4. Creation of easement of way of necessity
5. Creation of an easement by intention or implication
6. Easement acquired by long user or prescription
7. Creation of an easement by access to public road
8. Easement under the Registration of titles Act Easements may be created by statute, express grant, or reservation and by implied reservation or grant. They also be created by way of necessity, implication from the parties' agreement and by prescription.
9. Creation of easement by statute:

A statute may authorize a public authority to create easement for carrying out their activities e.g. Water Act allowing the Director of Water Development to create ways on other lands to pass water for the benefit of others.

Easements created by statutes need not to have all the essential characteristics of easements and it is wholly dependent on the statute provisions even if it may fulfil the common law requirements for easements.

10. Creation of easements by express grant or reservation:

An easement may be created by express grant which involves an open offer of the use of the servient land by the dominant land as provided in the agreements/ documentation. An easement by express reservation is created where the instrument or agreement specifically reserves a right of use of land which has been transferred to the third party as the transfer retains easement in the agreement.

11. **Creation of easement by implied grant or implied reservation**:

The court of law will simply an easement where the owner of the land grants part of his land to another person without expressly providing for an easement and this is usually referred to as quasi-easement. A quasi-easement is a continuous and apparent easement which is necessary for the reasonable enjoyment of the land. Read: **SHAH CHAMPSI TEJSHI VS ATTORNEY GENERAL OF KENYA[100]: WHEELDON VS. BURROW[101]** Where the instrument of transfer does not reserve an easement in favour of land retained by the vendor, subject to two exceptions which we shall presently discuss. Courts are reluctant to imply for reservation of an easement in favour of such land. This is because of a well-established maxim that "a grantor shall, not derogate from his/her grant" Read **WHEELDON VS BURROWS ABOVE**. Courts have observed that with the exceptions of easement of necessity and an intended easement, a reservation of an easement could not be implied in favour of the land retained by the grantor. It is stated that if a grantor grants to reserve an easement in favour of the land retained, he/she must do so expressly.

12. **Creation of easement of way of necessity**:

Where a land owner sells part of his/her land and the part he/she retains is left without any legally enforceable means of access to the public road, an easement of way of necessity will be implied over the land sold. An easement arises by operation of the law because it is a matter of necessity and vital to the effective ownership of that part of the land that the owner should have access to. Otherwise the land would not be much use to him/her. Read: **BARRY VS HASELDINE [1952]2 ALLER 317: BARCLAYS BANK D.C.O VS PATEL[102]**

It is important to note that an easement of way of necessity does not arise if there is an alternative means of way of access that is practicably available to the claimant as a matter of right. The necessity for access must exist at the time of the grant and not merely arises later. Read: **MCLERRNON VS CONNOR [1907] 9 WLR 141: MIDLAND PLY CO VS MILES[103]**

13. **Creation of an easement by intention or implication**.

An easement that is required to carry out the common intention on the grantor and grantee will be implied even though it is not expressly reserved or granted in the conveyance. Such easement is known as an intended easement. Read **WONG VS BEAUMONT PROPERTY TRUST LTD[104]** the

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[100] **(1959) EA 630**
[101] **[1874-80] ALLER REP 669**
[102] **[1970] E.A 88.**
[103] **[1886] 33 CH. D 632**
[104] **(1965)1 QB 173**

law readily implies the grant or reservation of an easement that is necessary to give effect to the common intention of the parties to a grant.

14. **Easement acquired by long user or prescription**:

At common law, an easement may be acquired by prescription or by long user even though there may not be any actual evidence of the grant of the easement. The fact of long user is regarded as sufficient evidence that the easement was once upon a time properly granted. In common law, a prescriptive right was established by proof of continued use from time immemorial which in England was arbitrarily set at 1189 (Statute of Westminster 1, 1275 C39). Common law courts now allow a prescriptive claim by proof of continuous use during living memory, which is arbitrarily set as twenty years. It is assumed that the right would have been granted properly but documentation may be misplaced following long period of time passed. Read: **NAMBALU KINTU VS EJULAIMU KAMIRA CA NO. 26 OF 1973: NALTON VS ANGUS[105].**

15. Creation of an easement by access to public road:

The right of access over another's land to the public road may be granted under the Access to Roads Act, otherwise there is no such right except as discussed earlier. The landowner may apply to the land tribunal or court for permission to construct an access road to the public road through another's land. The courts reserve the right to grant or dismiss such applications and compensation to the land owner is provided accordingly. Such access roads once created must be registered on the registrar book by the Registrar of titles.

17. Easement under the registration of titles act:

Whereas the Registration of Title Act does not provide specifically on how an easement is created. It states that a certificate of title which mentions that an easement is provided is conclusive evidence that the registered proprietor is entitled to such as an easement. The easement constitutes an exception to the principle of indefeasibility of titles and is protected by the RTA accordingly. (Read RTA)

TERMINATION/DISCHARGE OF EASEMENTS

Generally, mere non-use does not end an easement. One or more of the following factors may also have to be present:

1. Agreement to terminate by grantor and the grantee of the easement
2. Expiration of the time allowed for the easement
3. Merger where one person buys both dominant and servient tenement or where they both come into common ownership and occupation of the land.
4. End of necessity which gave rise to easement by necessity
5. Estoppel, where a holder of the easement stops making use of the easement and a third party detrimentally relied on the stopped use
6. Prescription where a holder of the easement uses someone else to use the easement for a period of statute of limitations
7. Condemnation where the government terminates easement through eminent domain
8. By abandonment by the dominant landowner which can be express or implied from the actions or omissions of the beneficiary. Once an easement is abandoned, the dominant landowner cannot reclaim it again.

[105] **(1881)6 APP. CAS 740**

Extinguishment by order of court. Any interested party may apply to court to have an easement modified or extinguished and court may order accordingly as in **Waterloo Vs Bacon[106]: Settlement Fund Trustees Vs Nurani[107]**

PROFIT À PRENDRE

A profit (or profit à prendre) is a right to take something off another person's land. At common law it was treated differently from an easement, something that is still the case in English law. In other jurisdictions a profit is treated as a special type of easement.
Examples of profits include the right to come onto the property of another and remove fruits, vegetables, and "fugacious minerals" (minerals that tend to be movable) such as gas or oil; by comparison, coal, which does not move, would not be considered a fugacious mineral. The rights of the profit-holder depend on the nature of the profit.
It is a non-possessory interest in land similar to easement which gives the holder the right to take the natural resources such as petroleum, minerals, timber and wild game from the land. Every profit contains an implied easement for the owner of the profit to enter the other party's land for the purpose of collecting the resource permitted by the profits, where a right to enter and take something that forms part of the land e.g. soil, minerals, gravel etc. Creation of Profit à Prendre Profits are created expressly by an agreement between the property owner and the owner of the profit. Also created by prescription where the owner of the profit has made open and notorious use of the land for continuous and uninterrupted statutory period.

TYPES OF PROFITS À PRENDRE

a) Appurtenant, this is used by the owner of the adjacent property. the ownership of the land upon which the profit exists changes hands.
b) In gross, this can be assigned or otherwise transferred by its owner. Courts will construe a profit as being in gross unless the profit is expressly designated as being appurtenant. Profits by prescription will be profits in gross. A profit in gross is completely alienable. It can also be exclusive that is to say guaranteeing the owner of the profit that no other person will be given the right to collect the specified resources on the land.

Termination of Profit à Prendre

1. Merger, if the owner of the profit acquires the land to which it applies, there is no longer need for a separate right to take resources off it.
2. Release, the owner of the profit can execute a contract to surrender the profit to the owner of the land.
3. Abandonment, the owner of the profit ceases to make use of it for a sufficient length of time to lead a reasonable owner to believe that it will no longer be used.
4. Misuse, if a profit is used in a way that it places a burden on the servient estate then it will be terminated.

DIFFERENCE BETWEEN PROFIT À PRENDRE AND SALE OF GOODS.

[106] **(1866) LR 2 Eq 514**
[107] **(1970) EA 562**

A contract of sale of goods is defined as a contract whereby a seller transfers or agrees to transfer the property in the goods to the buyer for a money consideration called the price. So, where property in the goods is transferred from the seller to the buyer, the contract constitutes a sale. Where the transfer of property in the goods is to take place at a future time or subject to some condition thereafter to be fulfilled, the contract is called an agreement to sell[108]. The term contract of sale includes both "a sale" and "an agreement to sell".

WHILE PROFIT À PRENDRE

It is a non-possessory interest in land similar to easement which gives the holder the right to take the natural resources such as petroleum, minerals, timber and wild game from the land. Every profit contains an implied easement for the owner of the profit to enter the other party's land for the purpose of collecting the resource permitted by the profits, where a right to enter and take something that forms part of the land Difference between sale of goods and Profit à Prendre using their essential features.

1. There must be two distinct parties to a contract of sale; i.e. a buyer and a seller. While in Profit à Prendre the two parties are grantor and grantee and there is no transfer of any property to another but usage.

2. There must be a transfer of property. Property here means ownership of the goods. The seller must own the property in the goods, i.e. he must have title to the goods. The seller must either transfer or agree to transfer the property in the goods to the buyer. But there is no transfer in Profit à Prendre but rather mere permission.

3. The subject matter of the contract of sale must be goods. Goods include all chattels other than choses in action and money, industrial growing crops and things attached to or forming part of the land which are agreed to be severed before sale or under a contract of sale. It means every kind of moveable and immoveable property. In Profit à Prendre they are not goods but natural resources like oil, gas etc.

5. The consideration for a contract of sale must be money consideration called the price. If the goods are sold or exchanged for other goods, the transaction is barter trade and not a contract of sale of goods. In Profit à Prendre the consideration may be anything or there may be no consideration at all but rather a statutory permission. Look at the creation of Profit à Prendre discussed above.

THOMAS V SORRELL[109], It "" was defined as permission, express or implied given by the land owner to another to enter his land for a specified purpose, which would otherwise have constituted a trespass. It need not be formally executed and its termination may also be informally done. The essence of a profit a prendre is permission. In **KAMPALA DISTRICT LAND BOARD & GEORGE MITALA V VENANSIO BAMWEYAKA & 4 OTHERS[110] Odoki CJ** explained that the plaintiffs were described variously in the lower courts as squatters, tenants of a tentative nature, es with possessory interest, or bonafide occupiers protected from administrative injustice, the occupiers were bonafide occupants; they were notes because no was given to them by the controlling authority.

[108] Section 2(1) of the Sale of Goods Act
[109] 124 ER 1098
[110] CA 2/2007SC

In **COLCHESTER BOROUGH COUNCIL V SMITH ALL.ER[111],** it was held that a defendant who was permitted by the council to occupy land but did not renew the agreement for a period of twelve years implied that the defendant became a trespasser and his possession of the land was adverse to the council. That by 1st January 1980, he had established both the necessary intention to possess the land to the exclusion of all and the statutory twelve-year period of adverse possession. In **RAJWANI V DEGAMWALA[112]**, the court explained that in establishing whether the relationship amounted to a lease or a regard must be had to the substance of the agreement. If the effect of the instrument is to give to the holder an exclusive right, then it is a lease. And if it is merely for the use of the property in a certain way and in certain terms while it remains in the possession and control of the owner.

The following are the common types of licences:

- Bare
- coupled with interest
- Contractual
- by estoppel

BARE

This is the one granted without valuable consideration. E.g. an invitation of a friend to come over to your house for dinner is a bare. It may be withdrawn at any time by the licensor even in the middle of the dinner. An action of trespass would lie against a person if he/she remains on the land after the agreement is revoked.

COUPLED WITH AN INTEREST

This is a right to enter upon a licensor's land for the specific purpose of taking something that forms part of the land or is upon the land. It is irrevocable while the grant remains in existence and may be assigned provided it is disposed of with the interest to which it is annexed. A to take away goods on the licensors land does not constitute an interest in land. The e has a right in the chattel which is on the land and A to enter the land to take away the chattel.

CONTRACTUAL

This is a granted for a valuable consideration. At common law, a contractual does not bind third parties and its burden does not run with the land. A contractual license may be revoked, though, if revoked in breach of the contract, the licensor would be held liable in damages. At common law, it does not bind third parties even if they bought the land with notice of the. This principle was illustrated in the **KING V DEVID ALLEN & SONS BILLPOSTING LTD[113]**.

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[111] **1991 VOL.2 PAGE 28**
[112] **[1950] EACA 37**
[113] **(1916)2 AC 54**

PROTECTED BY ESTOPPEL.

The licensor may be estopped from revoking a license in certain circumstances. In **INWARDS V BAKER**[114] the plaintiff wanted to buy land to build a house to live in, but he could not afford. Encouraged by his father, he constructed on his father's land a house and lived therein for several years. The father devised the whole land to his widow. The son sued for possession. It was held that the plaintiff's father allowed an expectation to be created in the plaintiff's mind that the house he built was to be his home, at least for his life. In light of that equity the father could not have revoked that license nor could his successor in title. Denning MR observed that any purchaser of land with notice of a license protected by estoppel would be equally bound by the equity.

TERMINATION OF LICENSE

PIUS OKELLO UMONI & 5 OTHERS V OBBO CHRISTOPHER[115] the plaintiffs claimed to be bonafide customary occupants of land who occupied land unchallenged from about 1959 or 1960 by the registered owner until he died in 1984. The defendant was son to the registered owner who took up letters of administration and defended the suit.

Muhanguzi J. found that the 1st plaintiff had been allowed to occupy the land by the defendant's father during his life time. For this matter the plaintiff was on the suit land on the basis of licence from the defendant's father who was the registered owner of the suit land. According to Section 29(4) of the Land Act Plaintiff No. 1 is therefore neither a lawful nor a bonafide occupant of the land. A person who occupies land on the basis of a license from the registered owner shall not be taken to be a lawful or bonafide occupant.

The defendant was therefore entitled to evict the plaintiffs as trespassers because they have failed to prove any interest they claim and the defendant's notice to them to quit the suit land issued on 31st January 1998 terminated the license earlier given to plaintiff No. 1 by the defendant's father around 1959 or 1960. As such from the date of the notice to quit the suit land the plaintiffs became trespassers and the defendant in law became entitled to evict them from the suit land. The plaintiffs had not proved the custom under which they derived their alleged customary tenure. By virtue of a grant of letters of administration from the high court, the defendant has every right of a registered owner of the land in relation to the land registered in the names of his late father.

In **THE REGISTERED TRUSTEES OF THE DIOCESE OF KASESE V JOHN BAPTIST KIIZA & 51 OTHERS**[116]**, Owiny-Dolo J** found that the contractual arrangement between the Sisters and the cultivators was neither a lease nor a tenancy which would have accorded the cultivators proprietary interest over the land. It was a mere licence and this was akin to easement which is alternative to and distinct from a lease or tenancy. This created a mere personal obligation on the licensor without conferring any interest in the land for the benefit of the licensee.

Contractual licenses which may come in all sorts of varieties can be elevated into property interests by legislation which can then provide for registration of certain types of contractual license.

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[114] **[1965] 1 ALL ER 446**

[115] **CIVIL SUIT NO. 86/1999 HC MBALE**

[116] **[2011]1 HCB 74**

However, section 29(4) of the Land Act[117] expressly bars any e from making any adverse claim to the land he or she is in possession of so as to be considered a bonafide or lawful occupant. In this case those who took possession other than by were squatters on the land. None of the occupants proved to be a lawful or bonafide occupant.

Because the defendants wrongfully benefited from the suit land for many years to the detriment of Banyatereza Sisters, and this coupled with the mental torture, fear of the very probable physical harm the sisters suffered, and being denied the right to use the land, the plaintiffs were entitled to an award of general damages. An eviction order and a permanent injunction order were issued against the 52 defendants.

RESTRICTIVE COVENANTS

This is a promise included in a legal agreement that prevents one party to the contract from taking a specific action. When one enters a restrictive covenant, one agrees to refrain from doing something or from using property in a certain way that is restricted by the contract e.g. when purchasing real estate, the buyer may agree to use the property for the designated purpose only and not for other purposes. If the contract specifies that the property can only be used for residential purposes, then the buyer cannot the convert the property to business use. More so it prohibits the use of property in a certain way by tenants, home owners or other occupants.

ENFORCEMENT OF COVENANTS AT COMMON LAW AND EQUITY

A covenant is a solemn promise to engage in or refrain from a specified action. At common law, a covenant is distinguished by the presence of a seal that indicated an unusual solemnity in the promises made in a covenant. Common law would enforce a covenant even in the absence of consideration. Real property means conditions tied to the owners or use of land.

At common law, the benefit of a restrictive covenant runs with the land if three conditions are met with;

1. The covenant must touch and concern the land.
2. It must affect how the land is used or the value of land.
3. The benefited land must be identifiable.

Restrictive covenant does not run except where strict privity of estate (a landlord\tenant relationship). The burden can be enforced at law in limited circumstances under the benefit burden test that is whoever takes the benefit must also shoulder the burden in **HALSALL V BRIZELL**[118], a covenant requiring the upkeep of roads was found to bind the successor in title to the original covenantor because he had elected to take the benefit.

In equity the restrictive covenant will run in equity if;

1. -The burden cannot be a positive burden (that it requires expenditure to meet it)
2. -The purchaser must have notice of the covenant.
3. -The covenant must benefit the covenantee's land.
4. -The covenant must be intended to run with the covenantors land.

[117] Chapter 227
[118] [1957] Ch 169

In **TULK V MOXHAY**[119], it was determined that the burden could run in equity subject to the qualifications listed above.

SCHEME OF DEVELOPMENT

This comes into existence where defined land is laid out in parcels and intended to be sold to different purchasers or leased or subleased to different lessees each whom enters into a restrictive covenant with the common vendor that his\her parcel is subject to certain restriction as to use. The restrictive covenant constitutes a special local law applicable to the defined land and the burden and benefit of the covenants pass to the purchaser, lease or sublease of the parcel and he\she is successor in title. This means asset of restrictions or requirements that are imposed on the owner of property usually to enhance the value of property.

Scheme might involve landscaping standards e.g. sizes, styles, finishes or color. it may have restrictions on how the property is to be used. Scheme of development are agreements that are put in place to benefit the property owners in a particular development. The agreement is private and only affects the properties within the area identified in the building scheme.

RESTRICTIVE COVENANT UNDER REGISTRATION OF TITLES ACT

REMEDIES FOR BREACH OF RESTRICTIVE COVENANTS.

Damages and or injunctions.

This is to restrain the breach; however, courts have jurisdiction to award damages instead of an injunction. The court's jurisdiction is equitable except in cases of a breach by an original covenantor. Courts consider conduct e.g. delays or inactivity by the beneficence as evidence that an award of damages in line to an injunction will be appropriate. In SHEIFER V CITY OF LONDON ELECTRIC LIGHTING[120], court confirmed the working rule for awarding damages instead of an injunction was if;

-Injury to the claimant legal right is small.
-The injury is capable of being valued in money term
-It can be compensated by a small money payment.
-It would be oppressive to the defendant to grant an injunction.

EXTINGUISHMENT OF RESTRICTIVE COVENANTS.

There is no statutory provision that gives the land tribunals or the courts power to order extinguishment of a restrictive covenant, which for example is absolute. However, they may indirectly extinguish such a covenant by declining to grant an injunction against an owner of the servient land in breach of the restrictive covenant.

[119] (1848) 41 ER 1
[120] (1895) 1 Ch 287

CUSTOMARY RIGHTS

These are ancient rights enjoyed by members of a local community over private land. They do not have the characteristics of an easement in that they are not necessarily appurtenant to any dominant land but any member of the community enjoys them. Subject to the land Act 1998, it is thought that the principle on indefeasibility of title excludes the enforcement of customary rights against registered proprietors.

ENFORCEABILITY OF CUSTOMARY RIGHTS

The survival of customary rights on registered land has been a recurring problem even in the face of various legislations. There was nothing written to determine what customary tenure looked like instead the courts, in an effort to protect the tenants, courts had to find a working criterion for each case.

This is in favour of a limited section of the public like the inhabitants of a village, a member of community. This view is partly based on the high court of Kenya case of **OBIERO V OPIYO ETAL**[121], the issue was whether the defendant's claim constituted an overriding interest against the plaintiffs Title It was held that customary rights were not intended to constitute an exception to indefeasibility of title. Customary rights constitute an exception to the principle of indefeasibility of title.

[121] [1972] E A 227

CHAPTER SEVEN

CO OWNERSHIP

When we talk of co ownership of land we mean where two or more people concurrently own an interest in land. In this an interest may be a leasehold. Freehold or mailo. Each person is always entitled to the enjoyment or use of the land- claiming not a separate portion but a mutual right in title.
Although there are many situations where a person is the sole owner of land and no other individual shares ownership of it, a more complex/ relationship is always required e.g. where a couple whether married or living together purchase a house in which to live, it is unlikely that they intend that only one of them will be the owner of the house. Instead, they intended to share the ownership so that they are both owners of it at the same time. In English land law; all forms of concurrent sharing of land ownership must take place behind a trust on the land.
A trust is a relationship which involves separation of legal title to the land which is held by the trustees from the equitable or beneficial interest which is enjoyed by the beneficiaries. Although it is possible for the ownership of the legal title to be shared between a number of persons so that they will be multiple trustees, the reality of co ownership takes place in relation to the beneficial interest and the beneficiaries are the true owners of the land and so for the cases of where the husband and the wife are both beneficiaries meaning, they are the owners of the land.
In regards to the English land law concerning co ownership it is in two forms that is joint tenancy and tenancy in common
Under joint tenancy where co-ownership exists in the form of a joint tenancy, the co-owners are regarded as being wholly entitled to hold all the property that is co-owned. In respect to land, this means that each of the joint tenants is regarded as simultaneously owning the whole of the land concerned and that they cannot be regarded as holding specific shares of the property. The expression joint tenancy was expressed by Lord Browne Wilkinson in the case of **HAMMERSMITH LBC V MONK**122, "in property law, a transfer of land to two or more persons jointly operates as to make them viz-a-viz the outside world one single owner", however it should be noted that for a joint tenancy to exist there are four unities that should be present.
Firstly, we can talk of the Unity of Possession and this where the co-owners must be entitled to possess the whole of the co-owned land and that no joint tenant is entitled to exclude the others from possession of any part thereof in **WISEMAN V SIMPSON**.123 There would be no unity of possession and therefore no joint tenancy if Kate was entitled to exclude Martin from the first floor of the cottage and Martin was entitled to exclude Kate from the lounge. Although unity of possession may subsequently be qualified by the intervention of the court often because of a breakdown of the

[122] [1992]1 ac 47 at 492
[123] [1988]1 wlr 35 at 42

relationship between the co-owners, it is nevertheless an essential prerequisite at the outset of co ownership by joint tenants.

Then secondly, we could talk of the Unity of Interest; in this, the interest of each joint tenant must be identical in nature and duration. There cannot be a joint tenancy where no one owner has a leasehold interest in the land and another a freehold. If james was the freehold owner of the land and Edmund was entitled to a 99-year lease, they cannot be joint tenants. Likewise, if Edmund was the freehold owner and james only entitled to life interest. Similarly, there cannot be joint tenancy where one co-owner is entitled to a greater share of rent from the land than the other. In such situations, the owners will be tenants- in- common and not joint tenants.

In addition to the above, there is also Unity of Title, here Joint tenants must derive their identical interests in the land by an identical means through the same act or document e.g. if they have derived title by the same act of adverse possession from a single conveyance.

Then lastly is the Unity of Time which requires that the interests of the joint tenants must have been acquired at the same time. In **AG SECURITIES V VAUGHAN**124, the appellants owned a four-bedroom house under separate contracts entered into at different times. They granted a right of occupancy to occupy a flat to four individuals referred to as the flat sharers. The contract entitled each occupant to use the premises in common with other people who might from time to time have a similar right. The rent payable by each occupant varied. CA held that the occupants held the flat in joint tenancy. The House of Lords reversed unanimously this decision on the ground that the arrangement was as said by Lord Jauncey, 'notably deficient in the four unities of interest, title, time and possession' There was no unity of interest because each commenced his or her occupation of the flat under a different document. There was no unity of time because the agreement covered different periods and provided for different payment for that occupation.

TENANCY IN COMMON

Concerning the shares on the land. A person who enjoys an interest in property as a tenancy in common is not regarded as owning it in its entirety. Instead, he is regarded as enjoying a notional share of the ownership which is owned by him and by him alone. If Martha and Kamoga were tenants in common of the cottage, they would be entitled to a ½ share each. It should be noted that there is no requirement that the shares of the tenant in common must be equal in proportion.

One ought to put in mind that Shares are undivided.

Although tenants in common can be regarded as owning separate shares in the land, this does not mean that the land can be divided physically between them in proportion to their shares. The shares only exist in the metaphysically abstract ownership of the land and not the physical land itself e.g. Kamoga and Martha as tenant in common of ½ shares in the cottage cannot then divide the property in two so that Kamoga can claim the lounge, bathroom and Back bedroom exclusively and Martha the dining room, kitchen and front bedroom.

It would not be possible for Kamoga to maintain an action of trespass against Martha if he were to attempt to make use of the bathroom. The undivided nature of the shares and inability to demarcate the land physically follows from the fact that unity of possession remains a necessary requirement for a tenant in common thus entitling a tenant in common to possession of every part of the land. This entitlement to universal possession applies irrespective of the size of the share owned. Thus, a tenant

[124] [1988]3 aller 1058

in common with a 1/10 share of land is as much entitled to possession of the whole of the land as the tenant in common owning the remaining 9/10th.
When we are referring or tenancy in common there is no reference to the principle of survivorship. Their respective shares will not pass automatically to the other tenants on death and can instead be respectively dispersed off by will or in event of intestacy will pass on persons thereby entitled.
Tenants in common differ from joint tenants in that tenant in common hold land in individual shares. In other words, each tenant in common has a distinct share in the property what makes the parties co-owners is that they all have shares in a single piece of land though land is not physically divided amongst them because each tenant in common has a fixed share in the land the doctrine of survivorship does not apply. Hence if one of the tenants in common dies, his/her undivided share of the land passes under his will or intestacy. Although the unities may be present in a tenancy in common, the only essential one is unity of possession. E.g Andrew and Bernard can be tenants in common even though they acquired their respective interests by different documents and at different times and their shares are unequal.

SURVIVORSHIP

The most probable difference between a joint tenancy and a tenancy in common is that the principle of survivorship operates between co-owners who are joint tenants. The core of survivorship –jus accrescendi- is that when one of the joint tenants dies, his interest in the land automatically passes to the remaining joint tenants. This is a logical result of the fact that all the joint tenants are regarded as being wholly entitled to the whole of the land. In a sense, when one of the joint tenants dies, the extent of the interest of the others in relation to the land remains unchanged. They are entitled to no more than they were entitled to before the death of the joint tenant namely the whole of the land.

The major effect of the principle of survivorship is that a joint tenant is incapable of disposing of his interest in the land by means of a will. Nor if he dies intestate with those entitled under the rules of intestacy to succeed to his interest e.g if Kathy was to die leaving a will stating that she wanted her sister Amanda to inherit her interest in the cottage co owned with Maurice as joint tenants, Amanda would gain no interest in the cottage at Kathy's death because survivorship would operate between Kathy and Maurice and he would be left a sole owner of the cottage.
One of the major problems with the operation of survivorship has been anticipated by statutes, especially to determine the order of death where joint tenants have died in circumstances where it is impossible to tell who died first. Take an instance where If Maurice and Kathy were to be killed instantly in a car crash, would the cottage pass under the will of Maurice or Kathy as a survivor?

The LPA 1925 S.184 adopts the somewhat arbitrary solution that where "two or more persons have died in circumstances rendering it uncertain which of them survived another or others", it shall be presumed that the elder died first and the younger survived them. Thus, if Kathy were six months younger than Maurice, she would be deemed to have survived him and the cottage would pass under her will to her heirs at will if she died intestate

CREATION OF JOINT TENANCY AND A TENANCY IN COMMON

When one looks at Common law and equity it can be easily be comprehended that these two differed in their approach to the creation of joint tenancies and tenancies in common. The common law leaned in favour of joint tenants because the operation of the Dos inevitably led to the vesting of the property in one person.

Therefore, at common law where a grant was made to two or more persons, it will presume that the grantor intended to create a joint tenancy of the legal interest e.g in **RE MURRAM MURTER**.125 A testator granted his estate to a trustee to apply for the benefit of G and J; the issue was whether G and J were to hold the estate as joint tenants or tenants in common. It was held that where property is given to several persons concurrently, prima facie, they take as joint tenants. In this case since there was nothing to suggest a tenancy in common, it was held that the testator intended G and J to hold in joint tenancy.

The presumption of joint tenancy is discharged either where the grant contains words of severance. The words of severance are expressions that indicate the grantor's intentions that each grantee should take a separate and distinct share in the property. The other case is **ROBERTSON V FRASER**, Lord Hatherley said, "anything which in the slightest degree indicates the intention to divide the property must be held to abrogate the idea of joint tenancy and create a tenancy in common. Examples of words which have been held to constitute severance include "share and share alike", "amongst", "in equal share", "equally", "participate", "equity".

In equity as at common law, a grant of property to two or more persons without words of severance creates a joint tenancy and a grant with words of severance creates a tenancy in common. However, equity leans in favour of tenancy in common because equity is concerned with justice. According to Megarry, "preferred the certainty and equality of a tenancy in common to the chance of all or nothing which arose from the right of survivorship that is the attributes of a tenancy in common were certainty and equality but for joint tenancy, it was mere chance of all or nothing which arose."

Therefore, in certain situations, even in the absence of words of severance, equity presumes that the co-owner intended to create a tenancy in common and not a joint tenancy unless there is clear evidence to the contrary.

Traditionally, there were three such situations in which persons who were joint tenants at law were compelled by the court of equity to hold the legal estate upon trust for themselves as equitable tenants in common. This is called a resulting trust. These were; where the property was purchased with funds contributed in unequal shares, where the property constituted partnership assets and where the property was held as security for a loan advanced by the joint tenants.

CREATION OF CO-OWNERSHIP UNDER THE RTA

Joint tenancy and tenancy in common are created by registration under the RTA as joint tenancy or tenancy in common respectively, instruments presented that would transfer an estate or interest to two or more persons should set out the manner in which the co-owners hold the estate/interest[126]. Where persons desire to hold as joint tenants, the instrument of transfer should state that the transfer was made to the transferees "as joint tenants".

[125] 18 klr 65

[126] S.53 and s.93 RTA

If they desire to hold as tenants in common, the instrument should state likewise and the proportions in which the land is held. Registration of the co-owners of joint tenants and tenants in common is conclusive evidence as concerns third parties who act in reliance upon the registrar.

However, between the parties, registration is not conclusive because evidence may be adduced to establish that notwithstanding registration as joint tenants, the parties intended to hold the beneficial interest to tenant in common. The equity presumption discussed above operates in appropriate cases to establish the intention of the parties. Under **S.53 RTA** where the instrument of transfer to two or more persons is registered with the specification of the nature of co-owners, the holders are presumed to hold in joint tenancy.

In **RE FOLEY- DECEASED PUBLIC TRUSTEE V FOLEY**[127], the High Court of New Zealand interpreting a similar provision held that its objective to make registration conclusive so far as concerns third parties who act in reliance of the registered proprietors, the presumption was rebuttable e.g. as illustrated in the case of **CALVERY V GREEN** evidence may be adduced to show that those parties were registered as joint tenants in equity owned the land as tenants in common.

TERMINATION OF TENANCY IN COMMON

Both joint tenancy and tenant in common can be determined by sale or partition of the common land. Termination by sale is where land is sold and the proceeds distributed among those co-owners in accordance with their shares subject to any appropriate adjustment, such as fees for sole occupation and reimbursement for expenses incurred in improvement. Partition on the other hand is the physical division of land among co-owners.

Co-owners may voluntarily agree to sell and share the proceeds of partition of the property as they so wish subject to relevant planning regulations. Where one of the parties is unwilling to partition the co-owned property, the courts have inherent equitable jurisdiction to compel a partition if in the circumstances, it is just to do so. The legal position is less clear whether the courts in an application or partition can at their discretion order a sale in view of a partition. Both at law and equity, the courts could not refuse to a pre partition however inconvenient where a mandate is made by one of the co-owners- **MAYFAIR PROPERTY COMPANY LTD V JOHNSON**.128

In England, the situation was rectified by the enactment of the partition Act of 1868 and 76 which gave courts discretion to decree a sale and division of the proceeds instead of partition. In **SINGH V KAUR**129- It was held that the partition Acts were statutes of general application in Kenya. Arguments deduced in this case would have been of high persuasive value for the application of the Acts in Uganda, but for the fact that the statutes of general application do not apply to Uganda. In the event it is thought that without a statutory base, the courts in Uganda have no jurisdiction to make a compulsory order for sale of co-owned land where an application is made for partition.

A strict application of common law in this regard might lead to an economic land fragmentation. It is arguable that for this reason, the courts may through the exercise of their powers under s.16(3) of the Judicature Act 1996 decline to follow the common law rule on the ground that its application is not suitable for circumstances of this country and its people. In that case, the absence of any other

[127] (1955) NZLR page 702
[128] [1894] 1 ch. 508
[129] [1936] 17 (1) klr

rule might make an order for the land to be sold or any such other as JSC of the case so demands. S.16 (2) (c).

Not forgetting Joint tenancy may be terminated by partition. The rules for partition are exactly the same as those of tenancy in common as we have discussed above.

CHAPTER EIGHT

MORTGAGES

Definition
Section 2 of the Mortgage Act defines a mortgage to include any charge or lien over land or any estate or interest in land in Uganda for securing the payment of an existing or future or a contingent debt or other money or money's worth or the performance of an obligation and includes a second or subsequent mortgage, a third-party mortgage and a sub mortgage; registered under the Act.
In the case of **MUTAMBULIRE V KIMERA**[130] a mortgage was defined as a transaction whereby an interest in land is given as security for the repayment of a loan.
A security is some right or interest in the property given to a creditor.
Land is the form of property most usually mortgaged however other examples include a life assurance policy which can be mortgaged by assigning, goods by a conditional bill of sale.

PARTIES TO A MORTGAGE:
Mortgagor: Defined under **Section 2 Mortgage Act**, a mortgagor is a person who has mortgaged land or an interest in land and includes any person from time to time deriving title under the original mortgagor or entitled to redeem the mortgage according to his or her estate, interest or right in the mortgaged property In simple terms, it is the person who deposits the certificate of title is the debtor/ borrower or the mortgagor.
Creditor/ lender or mortgagee: Is the person who receives the certificate is the. Section 2 defines the mortgagee as a person in whose favour a mortgage is created or subsists and includes any person deriving title under the original mortgagee;
Mortgage debt: The amount of money that the mortgagor receives from the mortgagee.

NATURE OF MORTGAGES

Common law position*:*
At common law, a mortgage took the nature of a conveyance (a transfer of land) of the debtor's title to the creditor on condition that upon payment or performance of some other obligation, the sale was voided and the creditor would re-convey the title to the mortgagor. This meant that the creditor held the legal title to the land and the debtor retained his right of redemption.

Uganda's position*:*

[130] CIVIL APPEAL NO. 37/1972

In Uganda, the nature of a mortgage under the Mortgage Act differs widely from the way mortgage was applied at common law. According to Section 8 Mortgage Act, a mortgage does not operate as transfer of the land thereby mortgaged but as security redeemable upon payment of the loan.131
This means therefore, that where a mortgagor signs a transfer as a condition for the grant of a mortgage that transfer has no effect. And a mortgagee who requires a transfer as a condition for the grant of a mortgage commits an offence as per **Section 8 (2) & (3)**

CREATION OF MORTGAGES

Uganda's land law recognised two distinct interests in property, that is, legal and equitable interests. Legal interests are enforceable in any court and against any person (rights in rem), whereas equitable interests are personal rights against a particular individual(s) (rights in personam).

Legal/ Registered Mortgages

Section 3(1) empowers a person holding land under any form of land tenure to create a mortgage by signing a mortgage instrument in the prescribed form, the land becomes liable as security for the payment of an existing or future debt.
Section 3(4) emphasises that a mortgage created under the above subsection only takes effect when registered.
Section 9(1) of the Mortgage Act, mortgages of land registered under the Registration of Titles Act shall rank according to the order in which they are registered in accordance with Section 48 of the Mortgage Act.
Section 9(2) mortgages on land held for customary tenure under a certificate of customary ownership, rank according to the order in which they are registered by the recorder.
By virtue of Section 64 RTA, whoever deals with the land does so subject to the mortgage as an exception to the principle of indefeasibility of Title.

EQUITABLE MORTGAGE

Section 3(5) provides that an unregistered mortgage shall be enforceable between the parties.
Section 3 (8) emphasises that this section does not operate to prevent a borrower from offering and a lender from accepting an informal mortgage or a certificate of customary ownership, a certificate of title issued under the RTA, a lease agreement or any other document which may be agreed upon to secure any payments referred to in section 3(1).
Section 2 MA defines an informal mortgage an example of which is an equitable mortgage.
Section 9(3) MA informal mortgages shall rank according to the order of the date and time when they are made.

NOTE:
In practice, the intending mortgagor hands in his document to the mortgagee and it is usually the mortgagee that takes the extra steps to register a legal mortgage at the land registry.
The mortgagee has to ensure that the value of the property to be mortgaged is sufficient to cover the advance.

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[131] re forrest trust trustee's executors and agency co. Ltd v anson & wamala v musoke (1920 - 1929) ulr

And if a mortgagee for example, a banker is considering taking a second mortgage on the property, it is essential to ensure that there is sufficient equity in the property after the first mortgage had been repaid in full. This valuation is often undertaken by the mortgagee and a professional surveyor may be employed especially when business property is offered as security.
It should also be noted that if the property to be mortgaged is vested in the names of joint tenants for example husband and wife, both must execute the mortgage. If the signature of one party is forged, the charge is wholly ineffective and does not even create a charge over the signatory's interest or in the proceeds of the sale of property.

MORTGAGE OF A MATRIMONIAL HOME:
According to **section 5 Mortgage Act (MA),** a mortgage of a matrimonial home is valid and this is subject to the conditions under this section. (Read the section for details). Also see Regulation 3 – Declaration of Marital status, Reg. 18)
Section 5 (3) emphasises that the intending mortgagee is take reasonable steps to ascertain whether an intending mortgagor is married and whether or not the property is a matrimonial home.
The intending mortgagor shall make full disclosure to the intending mortgagee as to his marital status and whether or not the property is a matrimonial home.
Section 6 MA requires consent from the spouse if a matrimonial home is the subject of an application for a mortgage. (Also see section 38A of the Land Act).
The above section further provides that where a matrimonial home is the subject of the application for a mortgage, the mortgagee shall satisfy himself that the consent of a spouse is an informed consent i.e. that the mortgage is explained to the spouse (s) in the presence of an independent person.
To this end, the spouse(s) may provide a signed and witnessed document to the effect that they have received independent advice on the mortgage which is being applied for and have understood and assented to the terms and conditions of the mortgage or that they have, notwithstanding the advice from the mortgagee, waived their right to take independent advise. The rationale behind the above consent requirement is that women are a vulnerable group as they have a unique status when it comes to issues or property ownership.
Section 7 MA provides for mortgages on customary land. According to this section, Mortgages on this land continue to be in accordance with the customary law applicable to the land. However, this section does not apply to customary land which is owned by a community. Section 7(5).
Also, customary land which is owned by a family, the land may only be mortgaged with the consent of the spouse or spouses and children of the mortgagor. Section 7(6) and Reg. 19 – Form 2

CLAUSES IN MORTGAGES
Regulation 17 of Mortgage Regulations provides for Form I which prescribes Sample format for a Mortgage Instrument. Section 18 MA provides for the implied Covenants of the mortgagor. For example: to pay the principal money and the interest on it, pay all rates, charges, rent and taxes, repair and keep in reasonable state of repair all buildings and other improvements upon the mortgaged land.
It should be noted that it is in the interest of the mortgagee that that the property maintains its value or has its value enhanced. It should be noted that the above are also the duties of the mortgagor.

In addition to the above, under section 4 MA, the mortgagor has the following additional duties: Duty to act honestly and in good faith, and duty to disclose all relevant information relating to the mortgage. Failure to do this, the mortgagor commits an offence as per Section 4 (2).
In the case of **KCB V SENDAGIRE JOSEPH AND EDDIE NSAMBA GAYIIYA**[132] court found that a land valuer/Surveyor will be required to jointly pay back a loan that a bank disburses to a borrower on the basis of their misleading, false and inaccurate valuation report.

RIGHTS OF THE MORTGAGOR

The Right of Redemption/ Equity of Redemption

According to **Section 8 MA**, a mortgage is not an absolute conveyance of land but rather a conveyance for a specific and restricted purpose namely, securing the payment of the debt and performance of any other contractual obligations that go with the mortgage. (Conveyance of land as security from a mortgagor to a mortgagee).
Therefore, redemption means recovery of interest in land by the mortgagor from the mortgagee. The legal right of redemption arises when the mortgagor pays on the due debt. But even where he defaults, equity will afford him an opportunity to redeem the property if there has not been any sale by the mortgagee.

Discharge of a mortgage

A mortgage is discharged under section 14(1) of the Mortgage Act once the mortgagor so requests on payment of all moneys and performance of all other conditions and obligations secured by the mortgage and on payment of any costs and expenses properly incurred by the mortgagee in exercising his or her rights under the mortgage.[133]
The discharge is then presented to the registrar of titles or recorder for an entry of release of a mortgage to be made upon the original and duplicate certificate of title or certificate of customary ownership respectively, pursuant to section 15(1).

Once the entry is made, section 15(2) of the Mortgage Act guarantees that the land affected by the release shall cease to be subject to the mortgage to the extent stated in the release.
The mortgagee executes a release of mortgage in accordance with sections 14 (2) and section 15 and Regulation 20 – Form 3 found in the 2nd schedule of the Mortgage Regulations.
Sometimes the mortgagee cannot be found, that is, is under disability, absent from Uganda or his whereabouts are unknown. In such circumstances, if the mortgagor wants to redeem his property, he can pay the money due to the mortgagee to the Secretary to the Treasury as per Section 16 (1).
In the case of an informal mortgage, the mortgagor may apply for an order of discharge from the court pursuant to Section 16 (2).

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[132] CIVIL SUIT NO. 640 OF 2013
[133] **commercial microfinance ltd v davis edgar kamoga.**

The courts in England came up with rules on the equity of redemption and these are summarised below:

NO CLOG ON THE EQUITY OF REDEMPTION*:*
Equity will hold void any stipulation in the mortgage whose effect is to fetter redemption on repayment of a debt or performance of the obligation for which the security was given. Section 14 (a) & (b).
Therefore, where the true intention is to enter into a mortgage arrangement, the lender cannot make the borrower execute a transfer of title.
Under Section 8(2) of the Mortgage Act, where a mortgagor signs a transfer as a condition for the grant of a mortgage under this Act, the transfer shall have no effect.
A mortgagee who requires a transfer as a condition for the grant of a mortgage commits an offence under Section 8(3) of the Mortgage Act. Likewise, the lender (mortgagee) cannot insert a provision contrary to the mortgagor's right to discharge the mortgage. Where any of these acts are committed, the mortgagor can still redeem his land.
This protection finds its justification in the famous phrase stated by Lindley MR in **STANLEY V WILDE**[134] that "once a mortgage, always a mortgage" and that this protection of a mortgagor is against unscrupulous or unfair treatment by a mortgagee. It was also emphasized in **EREZA WAMALA V MUSA MUSOKE**[135] that, "If money is lent on the security of land, the lender will get security and nothing more".

THE RIGHT TO REDEEM MUST NOT BE EXCLUDED:
The courts will not allow the provision in a mortgage whose effect is to exclude the equity of redemption. The courts have had occasions to consider provisions which give the mortgagee option to purchase the mortgaged property. 136

The Right to Redeem May Be Postponed:
The issue of postponement of the right to redeem was re-considered in the case of **JAMES FAIR CLOUGH**[137] The court had to determine whether the clause in a mortgage deed by a lessee of a hotel to a brewery company precluding the lessee from redeeming his mortgage for the whole of the residue of term for which the mortgagor held the hotel being a period of 17 years less 6 weeks was void as being a clog on the equity of redemption. Lord Maghnaten held that: 'is there any difference between forbidding redemption and permitting, if the permission be a mere pretence? Here the permission is nugatory the encumbrance on the lease the subject of the mortgage according to the letter of bargain falls to be discharged before the lease terminates, but at the time when it is on the very point of expiring when redemption can be of no advantage to the mortgagor…for all practical purposes this mortgage is irredeemable…'

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[134] [1899] 2 Ch 474
[135] **(1920-1929) II ULR 120**
[136] samuel v jerrah timber & wood paving corp. Ltd (1904) a.c 323, lewis v frank love ltd 1961 aller 446,

[137] **1912 AC 565**.

The Right to Redeem Must Not Be Illusory:
Equity will also strike down a provision/clause in the mortgage which makes a realisation of the right of redemption illusory (i.e., deceptive in appearance)[138]

Penalties and Collateral Advantage:
It is possible in the mortgage that the mortgagee gets a collateral advantage on top of being paid his interest and principal. Courts will permit that collateral advantage as long as it is not unreasonable as per section 14 (c) Mortgage Act.[139]

RIGHTS/REMEDIES OF A MORTGAGEE
The mortgagee has a right to be paid the principal sum and interest and the right to enforce the mortgagor's obligations as per the terms of the mortgage.
Therefore, where the mortgagor is in default, **Section 19 (1) (2)** provides that the mortgagee may serve on the mortgagor a notice in writing of the default and require the mortgagor to rectify the default within 45 working days. As per Regulation 22, the notice is in the prescribed form as seen in the 2nd schedule – form 6.
Section 19 (3) (d) clearly states that if the default is not rectified within the time specified in the notice, the mortgagee will proceed to exercise any of the remedies referred to in Section 20.
Section 20 Mortgage Act provides for the different remedies available to the mortgagee in case the mortgagor defaults and does not comply with the notice served on him under Section 19. These include:
Section 21 Mortgage Act entails the mortgagor to pay all monies owing on the mortgage;

Appointing a Receiver of the Income of the Mortgaged Land
When receivership occurs, the mortgagee can appoint a person who effectively takes over management of the mortgaged property and collects income from the property.
Section 2 defines a receiver as a receiver or manager in respect of any land.
Under Section 22 (1), the mortgagee has the power to appoint the receiver of the income of the mortgaged land. However, before such appointment, the mortgagor must be given notice of such appointment as per (S. 22 (2)). The appointment of the receiver must be in writing. S.22 (3)
Alternatively, the mortgagee may apply to court for the appointment of the receiver as per S.22 (4)
Section 22 (6) emphasises that the appointed receiver shall be deemed to be the agent of the mortgagor for the purposes for which he is appointed. This means that the mortgagor is responsible for the acts and defaults of the receiver.
The receiver is given power under section 22 (7) to demand and recover all the income in respect to which he is appointed receiver.
Upon receipt of monies from the mortgaged property, the receiver must apply such monies in the order of priority provided for under section 22 (9).

Leasing the mortgaged land or where the mortgage is of a lease, subleasing the land

[138] james fair clough (supra) knightsbridge estates trust ltd v byrne & others 1939 1 ch 441,

[139] biggs v hoddinolt

The mortgagee has power to lease the land unless this is not allowed by the mortgage instrument as per Section 23 (1).
However, subsection 2 thereof requires that before granting a lease, the mortgagee must give notice to the mortgagor, which notice must be in a prescribed form found in the 2nd schedule – Form 8 of the Mortgage Regulations. See Regulation 24.
According to section 23 (3) every lease granted by the mortgagee shall— reserve the best rent that can reasonably be obtained.

Entering into possession of the mortgaged land;
Section 24 (1) permits a mortgagee to enter into possession of the whole or part of the mortgaged land. However, this can only be done after the end of the period specified in section 19 and after notice has been served on the mortgagor. (Regulation 26: also see 2nd schedule form 10 of the Mortgage Regulations for the notice). Subsection 2 thereof elaborates how the mortgagee may enter into possession.
The mortgage shall be regarded as being in possession on the date he enters possession or the date he first receives rent from the land. Furthermore, the mortgagee shall remain in possession so long as the mortgaged land continues to be subject to any liability under the mortgage. (Section 24 (3&4)).
Section 24 (5) lays down the duties of a mortgagee in possession as follows:
Subsection 6 thereof requires a mortgagee in possession to apply all the monies received by him or her to the same payments and in the same order as apply to a receiver and as set out in Section 22 (9); except that a mortgagee in possession is not entitled to receive any payments under subsection 22(9)(c).
Section 25 provides for the different circumstances under which a mortgagee in possession may withdraw from possession. (See Reg. 27 and Form 11 of the Mortgage Regulations for the withdrawal form).
It should be noted that a mortgagee who has withdrawn from possession of mortgaged land may not again enter into possession of that land, otherwise than by complying with Section 24

Selling the mortgaged land.
Section 26(1) gives the mortgagee power to sale the mortgaged land where a mortgagor is in default of his obligations under a mortgage and remains in default at the expiry of the time provided for rectification of that default under section 19(3).
However, before this sell, the mortgagee must give the mortgagor notice to sell in the prescribe form, which is Form 9 in the 2nd schedule of the Mortgage Regulations - *Regulation 25*
A mortgagee exercising power of sale has the duty to take all reasonable steps to obtain the best price as prescribed in the regulations as per section 27.
According to Section 28(1), where a mortgagee becomes entitled to exercise the power of sale, that sale may be of the whole or a part of the mortgaged land;
The sale may be by way of subdivision or otherwise; by public auction, unless the mortgagor consents to a sale by private treaty; with or without reserve; and subject to such other conditions as the mortgagee shall think fit, having due regard to the duty imposed by section 27(1).
A sale is by public auction (Regulation 8) unless the mortgagor assents to a private treaty (Regulation 10).

However as Section 28(2) provides, where a sale is to proceed by public auction, it shall be the duty of the mortgagee to ensure that the sale is publicly advertised in advance of the sale by auction in such a manner and form as to bring it to the attention of persons likely to be interested in bidding for the mortgaged land may include but not be limited to the mortgagee placing an advert including a colour picture of the mortgaged property, in a newspaper which has wide circulation in the area concerned, specifying the place of the auction, and the date of the auction, being no earlier than thirty days from the date of the first advert.

According to Section 28(3) a transfer of the mortgaged land by a mortgagee in exercise of his or her power of sale shall be made in the prescribed form and the registrar or recorder, shall accept that form as sufficient evidence that the power has been duly exercised. (Regulation 21 it is Form 5)

Under Section 29(1), once the mortgagee sells the mortgaged property the purchaser of that property acquires good title.

Section 29 (3) defines a purchaser as that person who purchases mortgaged land excluding the mortgagee when the mortgagee is the purchaser; or a person claiming the mortgaged land through the person who purchases mortgaged land from the mortgagee, but does not include the mortgagee where the mortgagee is the subsequent purchaser.

Section 30(1), lists the persons are not allowed to purchase the mortgaged land without the leave of court: a mortgagee; an employee of the mortgagee or an immediate member of his or her family; an agent of the mortgagee or an immediate member of his or her family; any person in a position to influence the matter directly or indirectly; or a person in position of any other privileged information with regard to the transaction.

However, a court shall not grant leave to a person mentioned in above unless the court is satisfied that a sale of the mortgaged land to that person is the most advantageous way of selling the land so as to comply with the duty imposed on the mortgagee by Section 27 (1), that is, taking reasonable steps to obtain the best price as per Section 30(2).

Section 30(3) provides that where the mortgaged land is to be sold by public auction, the mortgagee or other persons mentioned in subsection (1) may bid for the mortgaged land at that public auction so long as the price bid for the mortgaged land by the mortgagee is—

(a) The highest price bid for that land at the auction; or

(b) Equal to or higher than the reserve price, if any, put upon the land before the auction, which ever amount is the greater; and,

(c) Immediately after the fall of the hammer, applies to court for an order to conclude the sale.

It should be noted that according to section 30(5) where the mortgagee sells the mortgaged land in contravention of section 30 the sale is voidable at the option of the mortgagor.

Once the sale of the mortgaged property is concluded, Section 31 provides that the proceeds from the sale are applied as follows:

(a) in payment of any rates, rents, taxes, charges or other sums owing and required to be paid on the mortgaged land;

(b) in discharge of any prior mortgage or other encumbrance subject to which the sale was made;

(c) in payment of all costs and reasonable expenses properly incurred and incidental to the sale or any attempted sale;

(d) in discharge of the sum advanced under the mortgage or so much of it as remains outstanding, interest, costs and all other monies due under the mortgage, including any monies advanced to a receiver in respect of the mortgaged land under *Section* 2;

(e) in payment of any subsequent mortgages in order of their priority; and

(f) the residue, if any, of the money `received shall be paid to the person who, immediately before the sale, was entitled to discharge the mortgage.

According to *Section 32*, if the mortgagor is able to discharge the mortgage before an agreement is reached between the mortgagee and the purchaser, the mortgagor is entitled to discharge the mortgage by paying to the mortgagee all monies secure by the mortgage at the time of discharge. And once this payment is made, the mortgagee shall deliver to the mortgagor a discharge of the mortgage and all instruments and documents of title held by the mortgagee in connection with the mortgaged land.

CHAPTER NINE

CONDOMINIUMS

BASICS OF CONDOMINIUMS IN UGANDA

KEY ASPECTS

1. Laws governing condominiums in Uganda
2. Definition
3. Division of buildings into units and registration of condominium properties
4. Important features in the condominium property act
5. Easements
6. Management and use of condominium properties
7. Dealings relating to units
8. Advantages and disadvantages of condominiums

LAWS GOVERNING CONDOMINIUMS IN UGANDA

Condominiums in Uganda are regulated by a number of laws including general laws on land, taxation, ordinances of the area where the condominium maybe located but specifically by the following laws;

i. Condominium Property Act of 2001 and
ii. Condominium Property Regulations of 2002 which were amended in 2012

DEFINITION

First and foremost, condominiums can as well be called condos and this is just a new trend in Uganda. Developers say it is a concept worth adopting and investing in, especially in the town setting, where land is increasingly expense and diminishing.

A condominium or 'condo' is a building structure divided into several units that are separately owned and which are surrounded by common areas that are jointly owned by all owners of the units.

The common areas may include the following;

i. the compound
ii. staircase
iii. hallways and amenities such as a swimming pool
iv. children's play area
v. Gym
vi. Parking areas and among others.

The act [140] however defines a condominium to mean a system of separate ownership of individual units in a multiple unit building, the individual units of which are designated for separate ownership and the remainder of which is designated for common ownership solely by the owners of those units.

Domestic perspective about condominiums

In the African context and particularly in Uganda; following the 1902 Order- in Council, many laws became applicable to Uganda as a British protectorate. These included laws on registration of land, approval of building plans under the public health laws and the country and town planning Laws, and statutes of general application particularly those drawn from India. At this point in time, a large section of the economy was manned by persons of Asian Extraction: in a conversation with the late **Hajji Nasser Ntege Ssebagala in 2018** he informed me as follows; -

a) Indian workers within the Ugandan economy often stayed near their businesses, they were seen as being seggregative who never wanted to intermingle with the natives in the villages. As a result of this, they started constructing flats right above their residences as accommodation facilities while they worked and traded on the ground floor. Those that did not want to stay in the CDB-Central District Business pushed for the establishment of the Uganda National Construction Company in the early 1970s which set up the first-ever semblance of Condominium properties in Uganda as the Bukoto Brown Flats and the Bukoto White Flats.

b) Upon completion of their construction, the said initial housing estates in Uganda were largely bought and occupied by residents of Expatriates and other High-Class natives, this was while the native Ugandans who desired to live in such setups went to stay in Estates on leased properties in Nsambya Catholic Housing Estates and more recently Nalya Housing Estates. The Ssebagala narrative is corroborated further by the fact that before divesture of public assets, public parastatals had "flats" constructed for the accommodation of their low ranking staff like the Police senior staff barracks at Nsambya Police Barracks, and those for the Lecturers at ITECK and Makerere University Wandegeya Flats

In some cases, the estates were creatures of non-renewable leasehold interests. Most of these 49 leases have since expired and the controlling authorities particularly for Nsambya Estates have not responded to the applications for the renewal; leaving many occupants in uncertainty and disparity. Whereas these are mostly bungalows, some of the occupants had converted their bungalows by developing them into storied flat units to meet the growing demand for a decent accommodation within the Gaba road cosmopolitan hybrid dwellers. In which places many prospective first-time homeowners are appreciating the need to purchase a condominium as opposed to a fully-fledged standalone house.

It was not until 2001, This followed the growth in the real estate business and the boom in private players like Jomayi, Akright Estates, Kasulu Property Masters, and East Land Estates Agents caused

[140] section 1

cadastral sub-division of so many properties largely sold to them by beneficiaries of the former deceased owners. Following the growing extinction of these free plots, the original purchasers of the fragmented plots to meet the growing demands for (3) descent and adequate housing and for purposes of maximizing utilization of the small spaces, are now either by themselves or through joint venture investments now offering, developing and constructing condominium units both for sale and renting to meet the growing demands by city dwellers and the growing number of expatriates working in different segments of the labor, technical and diplomatic workplaces in the metropolitan areas of Kampala which previously were composed of Kampala City, Mengo Municipality, Nakawa Township and Kawempe Town but now composing of the original three counties that made up Buganda of Kyadondo, Mawokota, Busiro and now covering Kyaggwe.

All the land in the condominium project is owned in common by all the homeowners. Usually, the exterior maintenance is paid for out of homeowner dues collected and managed under strict rules. The exterior walls and roof are insured by the condominium association, while all interior walls and items are insured by the home owner.

International Laws about condominiums

Article 25 of the UDHR reserves the right to a decent standard of living[141]. Onaria argues that conceptualizing this right would mean ensuring that citizens attain the right to an adequate standard of living which informs a social-economic right as envisioned by the ICCPR and the ICCRC, the African Charter on Human and People's rights, and other specific International instruments like the CEDAW also provides for the right to adequate living conditions, thus affirming housing as a right, thus this may include the right to own a decent Condominium Housing Unit.

Domestic Legislation

a) The 1995 Constitution as pointed out hereinabove **Article 26** recognizes the right to own property by all persons either solely or in association with others subject to the law. **Article 26 (2)** further provides a safeguard that no person shall except in accordance with the law and subject to adequate compensation be compulsorily deprived of any land or property[142]. To this end, as noted subject to the Law no actions and Foreigners can acquire land as determine fee tails under leasehold
b) condominium properties act, 2001 as discussed below
c) condominium properties regulations which were amended in 2012

DIVISION OF BUILDINGS INTO UNITS AND REGISTRATION OF CONDOMINIUM PROPERTIES

Division of buildings into units

The condominium properties Act [143] provides that a proprietor or developer of an existing or planned building may divide the building into two or more units by registering with the registrar a condominium plan in accordance with this Act.

[141] Universal Declaration Human Right
[142] The 1995 constitution As Amended
[143] section 2

The condominium plan shall be presented for registration in quadruplicate and shall indicate the number of units into which the building is divided.

The developer in depositing a plan with the registrar under subsection (1) may indicate whether the plan will be developed at once or in successive phases.

Where a plan is to be developed in phases, it shall be known as a phased condominium plan and where the developer deposits a phased condominium plan in accordance with subsections (1) and (3), the developer shall indicate a time-table for the development of the various phases.

A condominium plan under the act [144] means a plan registered in accordance with the act and includes a phased condominium plan.

Registration of Condominium Properties.

The act[145] provides that the registrar shall, upon an application for registration of a condominium plan, close the part of the register relating to the parcel described in the plan, and open a separate part for each unit described in the plan, and shall, upon the payment of the prescribed fee, issue a certificate of title in respect of the unit and he shall preserve the closed part of the register referred to in subsection (1).

However, under section 4 of the act, the provisions of the registration of tittles act relating to registration techniques, procedures and practices shall unless otherwise provided in this act apply to the registration of land dealings under this act.

Before the Registrar shall register a condominium plan, he shall cause to

Be endorsed on the original condominium plan a notification of the

Subdivision as per **Rule 12**

IMPORTANT FEATURES IN THE CONDOMINIUM PROPERTY ACT

i. Common property.

The act [146] provides that the registrar shall, upon opening a separate part of the register for a unit under section 3, record in that part the unit factor, and shall record that unit factor on the certificate of title issued in respect of the unit.

The common property comprised in a registered condominium plan shall be held by the owners of all the units as tenants in common in shares proportional to the unit factors for their respective units.

Subsection (2) shall apply as if there were different owners for each of the units where, prior to the sale, the developer is the owner of all the units.

A share in the common property shall not, subject to this Act, be disposed of or become subject to a charge except as appurtenant to the unit of an owner.

A disposition of, or a charge on a unit shall operate to dispose of or charge that share in the common property without express reference to it.

[144] section 1
[145] section 3
[146] section 6

ii. **Subdivision of buildings into units**

Under **section 7**, a proprietor of a unit may, in accordance with this Act, and with the approval of a local authority, subdivide or consolidate his or her unit by registering with the registrar a condominium plan relating to the unit intended to be subdivided or consolidated and except as provided in this section, the provisions of this Act relating to condominium plans shall apply with all necessary modifications to a subdivision or consolidation of units.

A unit comprised in a condominium plan of subdivision or consolidation shall, upon the registration of a condominium plan of subdivision or consolidation, be subject to the burden and have the benefit of any easements that affect units in the original condominium plan.

There shall be indicated in the schedule accompanying a condominium plan of subdivision or consolidation, the apportionment among the units and the unit factor for the unit or units in the original condominium plan.

The registrar shall, before accepting to register a proposed condominium plan of subdivision or consolidation, amend the original condominium plan in accordance with regulations made under this Act.

Upon registration of a condominium plan of subdivision or consolidation, the land comprised in it shall not be dealt with by reference to units in the original condominium plan.

iii. Change of use of units

The act [147] provides that an owner of a unit shall not change the use of his or her unit unless;

(a) The corporation has, by unanimous approval, consented to the change of use; and

(b) The planning and local authorities have approved the change of use.

An owner of a unit shall, where the change of use of a unit under this section results in modifications to the condominium plan, submit to the registrar, a modified condominium plan.

The registrar shall, on receipt of a modified condominium plan under subsection (2) append the plan as an annex to the condominium plan of the condominium property registered under section 3.

iv. Condominium plan to conform to certain requirements.

The Act under **section 10** provides that the registrar shall not register a plan as a condominium plan unless;

(a) That plan, in its heading, is described as a condominium plan;

(b) There is indicated in that plan, a delineation of the external surface boundaries of the parcel and the location of the building in relation to them;

(c) The plan includes a drawing illustrating the units and distinguishing the units by numbers or other symbols;

(d) The boundaries of each unit are clearly defined in the plan; (e) the approximate floor area of each unit is clearly shown INS the plan;

[147] section 8

(f) The plan is accompanied by a schedule specifying in whole numbers the unit factor for each unit in the parcel;
(g) The plan is accompanied by a statement containing such particulars as are necessary to identify the title to the parcel;

(h) The plan is accompanied by the certificates referred to in section 10;

(i) The plan is signed by the proprietor;

(j) The plan contains the address at which documents are to be served on the relevant corporation in accordance with section 51; and

(k) The plan contains any other particulars prescribed by or under regulations.

In the case of a condominium plan that includes residential units, there shall be indicated in that plan, in addition to conforming to the requirements specified in subsection (1) and to the satisfaction of the registrar, a delineation of the boundaries of the areas that are to be leased under **section 4(3).**

EASEMENTS.
Incidental rights of owners of common property, etc.

The act [148] provides that Common property and each unit comprised in a registered condominium plan shall have as appurtenant to it, such rights of;

(a) Support, shelter and protection;

(b) Passage or provision of water, sewerage, drainage, gas, electricity, garbage and air;

(c) Passage or provision of telephone, radio and television services; and

(d) any other service of whatever nature; over the parcel and every structure on it as may from time to time be necessary for the reasonable use or enjoyment of the common property or unit.

(2) Common property and each unit comprised in a condominium plan shall have as appurtenant to it a right to full, free and uninterrupted access and use of light through or from any windows, doors or other apertures existing at the date of the registration of the condominium plan.

(3) The rights created by this section shall carry with them all ancillary rights necessary to make them effective as if they were easements.

[148] section 14

(4) Nothing in this section shall affect any parcel other than the parcel to which condominium plan relates.

Easements in favor of unit owner.

Section 15 of the act provides that after the registration of a condominium plan, there is implied in favor of each unit shown on the plan, in favor of the owner of the unit and as appurtenant to the unit[149];

(a) An easement of the subjacent and lateral support of the unit by the common property and by every other unit capable of affording support;

(b) An easement for the shelter of the unit by the common property and by every other unit capable of affording shelter; and

(c) an easement for the passage or provision of water, sewerage, drainage, gas, electricity, garbage, artificially heated or cooled air and other services including telephone, radio and television services through or by means of any pipes, wires, cables or ducts for the time being existing in the parcel to the extent to which those pipes, wires, cables or ducts are capable of being used in connection with the enjoyment of the unit.

Easements against unit owner.

The act [150]after the registration of a condominium plan, there is implied in respect of each unit shown on the condominium plan as against the owner of a unit, an easement to which the unit is subject

(a) For the subjacent and lateral support of the common property and of every other unit capable of enjoying support;

(b) To provide shelter to the common property and to any unit capable of enjoying shelter; and

(c) for the passage or provision of water, sewerage, drainage, gas, electricity, garbage, artificially heated or cooled air and other services including telephone, radio and television services through or by means of any pipes, wires, cables or ducts for the time being existing within the unit as appurtenant to the common property and also to every other unit capable of enjoying those easements.

(2) When an easement is implied by this section, the owner of any utility service providing a service to the parcel, or to any unit on it, is entitled to the benefit of any of those easements which are

[149] Condominium Property Act

[150] section 16

appropriate to the proper provision of the service, but not to the exclusion of the owner of any other utility service.

MANAGEMENT AND USE OF CONDOMINIUM PROPERTYS.

Establishment of a corporation.

Section 19 of the act provides that there shall, upon the registration of a condominium plan, be constituted in respect of any building or structure to which the plan relates, a corporation which shall operate under the name

"The owners' Condominium Plan No….."

(2) The number to be specified under subsection (1) shall be the number given to the plan upon registration.

(3) A corporation shall consist of persons who own units in the parcel to which the condominium plan relates.

(4) The corporation shall have perpetual succession and a common seal and shall sue and be sued in its corporate name.

(5) The secretary of the corporation shall keep custody of the corporation seal.

(6) The common seal of the corporation shall be authenticated by the signature of the chairperson or of any other member authorized in writing by the board and the secretary.

(7) The Companies Act shall not apply to a corporation established under subsection (1).

Functions of a corporation.

The functions of a corporation are the following under the act [151]

(a) To manage the common property;

(b) To keep the common property in a state of good repair;

(c) to establish and maintain a fund for administrative expenses sufficient, in the opinion of the corporation, for the control, management and administration of the common property, and for the payment of any insurance premiums, rent and the discharge of any other obligations of the corporation;

(d) To determine from time to time the amounts to be paid for the purposes described in paragraph (c);

(e) To raise amounts determined under paragraph

(d) By levying contributions on the properties in proportion to the unit entitlement of their respective units;

[151] section 20

(f) To insure and keep insured buildings and other improvements on the parcel against fire;
(g) To effect such other insurance as required by law, or as it may consider expedient; (h) to pay the premiums in respect of any policies of insurance effected by it;
(i) To do all things reasonably necessary for the enforcement of any contract of insurance entered into by it under this section;
(j) to comply with any notice or order duly served on it by any competent local authority, planning authority or public utility authority requiring repairs to, or work to be performed in respect of the land or any building or improvements on it;
(k) To submit new plans to the registrar in case of alterations to the condominium property;
(l) To do all things reasonably necessary for the enforcement of any lease or license under which the land is held; and
(m) Subject to this Act, carry out any duties imposed on it by its rules.

A corporation is responsible for the enforcement of its byelaws and the control, management and administration of its movable and immovable property and the common property.

Duties of a corporation.

To keep in a state of good and serviceable repair and properly maintain, the movable and immovable property of the corporation and the common property.

To comply with notices or orders by any local authority, planning authority or public utility authority requiring repairs to, or work to be done in respect of the parcel.

A corporation may also, by a special resolution, acquire or dispose of an interest in immovable property.

DEALINGS RELATING TO UNITS

- **Sale of units.**

The act under **section 40** provides that a developer shall not sell or agree to sell a unit or proposed unit unless he or she has delivered to the purchaser a copy of –

(a) The sale agreement whose content shall contain the matters prescribed in the Second Schedule;

(b) The proposed rules;

(c) The proposed management agreement;

(d) The proposed recreational agreement;

(e) The lease of the parcel, if the parcel on which the unit is located is held under a lease;

(f) A certificate of title in respect of the unit or proposed unit;

(g) Any charge or proposed charge which may affect the title of the unit; and

(h) The condominium plan.

A developer shall then deliver to the purchaser in respect of a charge or proposed charge, a written notice indicating –

(a) The maximum principal amount under the charge;
(b) The maximum monthly payment, if any;
(c) The amortization period;
(d) The grace period if any;
(e) The pre-payment terms if any; and
(f) The interest rate or the formula, if any, for determining the interest rate.

And Subject to subsection (4), a purchaser of a unit from a developer may, without incurring any liability for doing so, rescind the sale agreement within ten days after the date of its execution.
A purchaser may not rescind the sale agreement under subsection (3) if all the documents required to be delivered to the purchaser under subsection (1) have been delivered to the purchaser not less than ten days before the execution of the sale agreement by the parties to it.
If a sale agreement is rescinded under subsection (3), the developer shall, within ten days from receipt of written notice of the recission, return to the purchaser all the money paid in respect of the purchase of the unit.

In **RE: Halton Condominium Corporation No. 77 Vs Vily Mitrovic**[152], Facts were that Two condo owners were refusing to wear a face mask while on the interior common elements of their condominium corporation contrary to the Red zone restrictions implemented by the corporation to fight Covid 19, security footage showed these unit owners walking, using and enjoying the common areas without wearing face masks, or in some cases wearing it around their neck or below their noses, on their part, these two unit owners claimed that they were exempt from wearing masks on account of a medical condition but refused to provide evidence of the same. **Gibson J.**
Held as follows: -
"whereas court takes judicial notice that the current global pandemic has resulted into a significant number of deaths, every occupant of the Red zone Halton's corporation unless medically exempted was bound to wear a mask within the Condo building and that the mask policy and that the corporation must insist on all residents to mask up in order not to put the other residents in undue risk.''

In another case of Elbaum-vs-York Condominium corporation[153], the Ontario Supreme Court of Justice 2014 heard that Album, a unit owner was walking on a common element when another unit

[152] (2021) onsc-2071
[153] no. 67 of 2014

owner's dog which was unattended to attacked her causing her to sustain injuries, the condominium corporation by-laws had posted signed that dogs were to be leashed at the owner's "risk" the plaintiff alleged that the Condominium Corporation and unit owners had failed to create and or adequately enforce rules that would require that dogs are kept on a leash and that unit owners control their pets at all times when on common elements thus endangering by-passers. Court found both the unit owner and the condominium corporation liable under occupier's liability; the victim's action was maintainable against both the dog owner and the condominium corporation.

In another Ugandan case of Arthur Niwagaba and others vs the owners of condominium plan[154], it was an Application brought under Article 50 of the Constitution, Ss. 48 (1) (d) Judicature Act & 98 of the Civil Procedure Act; 050, r1 Civil Procedure Rules. The said Application was supported by an Affidavit deponed by Rose Tibigambwa (5th Applicant) and is dated 15th July 2013.

The main reason for the Application was for a Certificate of Urgency to be issued to enable Court sit and entertain Miscellaneous Application No. 324 of 2013. The major ground stated in the Notice of Motion was that "the status quo will have drastically changed after Court vacation in that if the Application filed by the Applicants/Defendants was not expeditiously heard in Court Vacation, the Applicants/Defendants was to suffer irreparable damage.

During the hearing of this Application, Counsel Oponya referred me to the already filed Application for Interim Order (Miscellaneous Application No. 324 of 2013), particularly paragraph 3 of the supporting Affidavit thereof which was on the mother file. He stated that the Plaintiffs want to destroy some shops which Defendants had occupied for long.

Ideally, as per Article 50 of the Constitution of Uganda, a citizen is entitled to redress and any person aggrieved by any decision of Court May Appeal to the appropriate Court. The Applicant/Defendants have already filed a Civil Appeal No. 053 of 2013 which awaits to be heard, but is yet to be scheduled for hearing S. 98 Civil Procedure Act refers to the inherent Powers of Court to make Orders that are necessary for the ends for justice. Pursuant to rule 3 of the Judicature (Court Vacation) Rules the Court Vacation runs from 15th July to 15th August. This means that only criminal matters shall be heard and Civil business which "in the opinion of the presiding Judge, shall be of an urgent nature" I have considered the submission of Mr. Opwonya and read the Affidavit of Rose Timbigamba. I have also seen an Eviction Order dated 12th July 2013 in which the Plaintiffs have notified the Defendants to give vacant possession to the Plaintiff who is the Decree Holder. Considering also the fact that Counsel Opwonya has shown Court the second Applications, namely one for an Interim Order and the other for stay of execution. The Applications numbered Miscellaneous Application No. 324 (for Interim Order) and Miscellaneous Application No. 226 for an Order that execution be stayed pending Appeal which I have perused and do confirm their existence. The Affidavits in support do allude to the fact that the Applicants have been threatened with eviction. I did not, however find any evidence of demolition as Counsel Opwonya submitted, which in my view would be tantamount to giving evidence for the Bar. Nonetheless, a pending

[154] No. 0026 & 0029 (Civil Appeal 53 of 2013**)**

eviction exists and if carried out can, in my opinion, drastically change the Status quo so as to affect the pending Appeal.
I am convinced that this is a good reason and befitting matter for the issuance of a Certificate of Urgency.
I hereby **GRANT** the Applicant's prayer and **ISSUE A CERTIFICATE OF URGENCY** to enable this Court to entertain the matter during Court Vacation.
Hon. Lady Justice Elizabeth Ibanda Nahamya

ADVANTANGES OF CONDOMINIUM PROPERTIES

- Better land utilization
- Price competitiveness,
- Built-in amenities, and convenient locations and designs.
- There is also a wide price range, from $50,000 to well over a million dollars depending on the features, level of luxury, and location.
- Condominium ownership appeals to active young singles, couples with or without children, and pre-retirement and retired couples or singles.

DISADVANTAGES OF CONDOMINIUMS

- People live closer together, thereby potentially creating problems from time to time; frequent problem areas include the "five p"s", pets, parking, personality, parties, and people.
- Flexibility may be affected if circumstances require that the condominium be sold in a limited time, as condominiums generally sell more slowly than single-family houses.
- Money is tied up in the condominium ownership, which may affect immediate liquidity needs in certain circumstances.
- One could be paying for maintenance and operation of amenities that one has no desire or intention to use, e.g. Swimming pool, recreational center, etc.
- Management of the condominium council is by volunteers, who may or may not have the appropriate abilities, skills and personality.
- There is possible apathy of owners, so that it is always the same people who are able and willing to serve on council.
- Some elected councils behave in an autocratic fashion.
- Mix between living in a single-family house and in a landlord-tenant relationship could cause conflict and frustration depending on people's needs, expectations, and past housing experience.

ORDERS OF EVICTION, TRESPASS AGAINST KIBANJA OCCUPANTS ARE CONSTITUTIONALLY NULL AND VOID

The rights of a Kibanja holder are stipulated under **Article 237 (8)** of the Constitution to enjoy **"security of occupancy"**.
The constitution further provides that the land on which the bibanja holders enjoy that security sits on tenancies of ***"mailo land, freehold or leasehold land***".
This security of occupancy is to continue until Parliament fulfils its obligation under **Article 237 (9) (b)** to enact a law that provides for the bibanja holders to acquire registrable interest in the land over which they are in occupancy or possession.
According to **Article 237 (1)** land belongs to the citizens and vests in them in accordance with the tenure systems constitutionally provided for. **Article 237 (3)** provides for four tenures namely; customary, freehold, mailo, and leasehold.
Under **Article 237 (8)** bibanja holders have security of occupancy on; mailo, freehold or leasehold.
The two tenures namely; mailo and freehold are all ownership in perpetuity.
Customary tenure under **237 (4) (b)** is constitutionally liable to be converted to freehold and therefore has ownership in perpetuity. Leasehold tenure under **Article 237 (5)** is also constitutionally liable to be converted into freehold.
Under Article 21 all Ugandans are equal before and under the law in all spheres of political, economic, social and culture life and in every other respect and are entitled to enjoy equal protection of the law.
The registrable right therefore envisaged under **Article 237 (9) (b)** to be acquired by the kibanja holder is a tenancy interest under **Article 237 (1) and (3)** of the constitution and must be a free hold tenancy created from the land on which they are occupying or in possession and to which the Constitution give them security of occupancy under **Article 237 (8)**.
This constitutional scheme of things means that Ugandans should have one tenure system- the freehold.
The bibanja holders shall obtain their freehold titles through a legal surgery curving the freehold title to which they are in occupation or possession under **Article 237 (8)**.
Article 2 of the constitution provides that the constitution is the supreme law of Uganda and has binding force on all authorities and persons throughout Uganda.
The constitution prevails against, any law or custom inconsistent with it and any such custom or law is declared null and void to the extent of the inconsistency.
Constitutionally therefore, any court order evicting a kibanja holder who by **Article 237 (8)** is guaranteed security of occupancy is null and void as it is inconsistent with the security of the kibanja occupancy provisions[155].
Such court order would also render nugatory the provisions of **Article 237 (9) (b)** for a kibanja holder to acquire registrable interest.

[155] Orders of eviction, trespass against Kibanja occupants are constitutionally null and void by Sam Mayanja
March 17, 2022

Equally unconstitutional is an order of trespass against a kibanja holder. It is his or her property under **Article 26 to which under Article 237 (8)** he enjoys security of occupancy. No one can be a trespasser on his or her owner property!

In addition, any law, be it the Land Act 1998 and any amendments thereto or any other law which has a provision which limits or touches on limiting the security of occupancy of a kibanja holder or his right of enjoying that property in equal measure as other citizen of Uganda, is null and void to the extent that it delegates away the constitutional rights of a kibanja holder.

That law cannot sustain an action either in eviction or trespass.

Factually the real owner of the land is the Kibanja occupant. He is in possession.

In the road construction projects, he is the project affected person (PAP) who is compensated 70% of the value of the affected land. The title holder's interest is considered at 30%.

The same consideration applies in cases where government compensates the land owners under compulsory land acquisition.

The title holder is paid 30% and the Kibanja occupant is paid 70%. So even under this scheme of things no eviction can lay against a kibanja occupant whose ownership is far higher than the title holder.

Judicial authority is moreover on record asserting that any land title obtained to defeat the unregistered interest is a nullity.

Which stands to reason that all titles obtained on land occupied by bibanja or other unregistered interest are a nullity and unconstitutional.

It is within this constitutional scheme of things that the directive of the president banning all land evictions against bibanja holders or other unregistered interest in land throughout the country, must be applauded.

Any eviction or trespass charge, preferred or ordered by any person or authority is unconstitutional and a nullity.

All institutions of government, executive, legislature and judiciary are enjoined to work in unison to ensure that no single eviction of any citizen of Uganda ever happens again in our republic.

Museveni's directive amplified the words of that great American President Abraham Lincoln: *"**Governments are instituted among men to defend these rights**".*

CAVEAT

Definition

A caveat is a statutory injunction to the registrar to prevent registration of any dealings which may not affect the interest, the subject of the caveat. A caveat serves as an interim measure, usually pending judicial determination of the caveator's claim over the land as was in the case of **Kazzora vs Rukuba**[156]. It serves as a notice to the caveator and the public of the nature of the claim the caveator has over the land.

[156] **(Civil Appeal 13 of 1992) [1993]**

LODGING A CAVEAT

Section 20 of the Registration of Title Act provides that any person claiming any estate or interest in the land described in any notice issued by the registrar under this Act may, before the registration of the certificate, lodge a caveat with the registrar forbidding the bringing of that land under this Act[157]. Every caveat lodged shall be signed by the caveator or by his or her agent, and shall particularise the estate or interest claimed; and the person lodging the caveat shall, if required by the registrar, support the caveat by a statutory declaration stating the nature of the title under which the claim is made, and also deliver a perfect abstract of the title to that estate or interest. And no caveat under this section shall be received unless some address or place in which a post office is situated shall be appointed in it as the place at which notices and proceedings relating to the caveat may be served.
Section 139 deals with caveats when land is already registered under the RTA[158]. Thus any beneficiary or other person claiming any estate or interest in land under the operation of this Act or in any lease or mortgage under any unregistered instrument or by devolution in law or otherwise may lodge a caveat with the registrar forbidding the registration of any person as transferee or proprietor of and of any instrument affecting that estate or interest until after notice of the intended registration or dealing is given to the caveator, or unless the instrument is expressed to be subject to the claim of the caveator as is required in the caveat, or unless the caveator consents in writing to the registration.

Sections 21 and 140 RTA provide that upon receipt of a caveat the registrar shall notify the receipt to the person against whose application to be registered as proprietor or to the proprietor against whose title to deal with the estate or interest the caveat has been lodged; and that applicant or proprietor or any person claiming under any transfer or other instrument signed by the proprietor may, if he or she thinks fit, summon the caveator to attend before the court to show cause why the caveat should not be removed; and the court may, upon proof that the caveator has been summoned, make such order in the premises either ex parte or otherwise, and as to costs as to it seems fit.

Kazzora VS Rukuba it was pointed out that in Uganda, a pending suit affecting land does not bar continuation of dealings with such land. That therefore the best way to protect one's interest would best be achieved through a caveat or an injunction.

A caveat may be lodged by not only the private party but by the registrar as well, on behalf of government or a disable person. Section l7O (a)
It must be noted that lodging a caveat does not serve to prove title but rather maintains the status quo, until the ultimate title ids determined. lt follows from the foregoing that the duration of a caveat envisaged by the Act is only for a limited period.

- A caveat under section 139 lapses 60 days after notice of application to remove caveat is served upon the caveator.

- A caveat lodged by or on behalf of a beneficiary claiming under any will or settlement or by the registrar **does not lapse** except as ordered by court.

[157] Cap 230
[158] Registration of Title Act Cap 230

- A registrar can also lodge a caveat on his own motion
- the Registrar has to inform the proprietor of land about the lodged caveat
- A caveator can write to the Registrar to withdraw or remove a caveat can't be renewed except by order of court& for good cause & after furnishing security for costs
- No entry can be made in Register Book while caveat continues in force.
- A person who lodges a caveat unnecessarily may be compelled to pay compensation to the land owner
- In case of a caveat by a beneficiary under a will or settlement, a change of proprietorship may be registered in spite of a caveat if the Registrar finds that it is authorized by the will and the beneficiary has not protested the registration within 14 days after receiving the notice from the Registrar.
- A Registrar can remove a caveat which has been withdrawn or has lapsed or has otherwise ceased to affect the lands or any interest in the lands in respect of which it was originally lodged
- A spouse, not being the owner of the land may lodge a caveat on the certificate of title, certificate of occupancy or certificate of customary ownership of the person who is the owner of the land to indicate that the property is subject to the requirement of consent. Such a caveat shall not lapse while the caveator's right to security of occupancy subsists. (Section 39 A (7) of the Land Act.)

CASES ON CAVEATS

IMPORTANCE OF A CAVEAT

In **John Katarikawe V William Katwiremu**[159] where the plaintiff bought land and agreed that transfer would be effected upon payment of the last instrument. The purchaser did not handover the duplicate certificate claiming that it had been lost and that he was processing a special certificate for this purpose. The plaintiff occupied the land but later discovered that the 2nddefendant had already been registered in respect of the same land. The second defendant claims that he had bought the land earlier in 1968 on an oral contract and had had no transfer effected due to lack of funds. That no

[159] [1977] HCB 187

agreement of sale was made but took the title deeds. The transfer was effected on 4thMay 1972 while the plaintiff had taken possession immediately after the sale on 24thApril 1971and had been occupying the land ever since.

Ssekandi J observed and held that a purchaser of land would ordinarily protect his interest by filing a caveat or a charge. Mere taking possession of title deeds is useless unless a caveat is lodged on the title. In case of default however, the purchaser can sue on the contract and is entitled to damages. He could also obtain the equitable remedy of specific performance in certain cases.

WHO LODGES CAVEAT AND IMPACT OF LODGING S CAVEAT WRONGFULLY

In **Sentongo Produce &Coffee Farmers Ltd V Rose Nakafuma Muyiisa**[160] Arach Amoko J that for a caveat to be valid, the caveator must have a protectable interest, legal or equitable to be protected by the caveat; otherwise the caveat would be invalid.

EFFECT OF THE CAVEAT AND HOW A CAVEAT CAN BE REMOVED

In **Edward Musisi V Grindlays Bank (U) Ltd**[161] the court held that nothing should be done on land while a caveat is in force prohibiting the same. The trial judge's finding that the sale was proper without first having proceedings for the removal of a caveat was in breach of principles of natural justice as it sought to condemn unheard the caveators.

In **Mohamed & Ors V Haidara**[162] Lutta JA held that an application for the exclusion of a caveat must be treated in the same way as an application for an interlocutory injunction. That applicants must therefore show a prima-facie case with a probability of success.

LIABILITY FOR WRONGFUL LODGMENT OF CAVEAT

In Haji Zubairi Musoke V Betty Nagayi[163]**,** Tuhaise J held that a person who lodges a caveat without reasonable cause is liable under *section* 142 RTA to pay compensation to the person who has sustained loss or damage because of the caveat. Evidence was accepted that the plaintiff was unable to sell his land due to the presence of a caveat and was therefore entitled to 5,000,000 as compensation and costs of the suit.

Section140 (1) of the Act empowers courts at any time revoke caveat at the instance or the caveatee where the caveator fails to show reasonable cause why the caveat should not be removed. Wrongful

[160] HC MSC 690/1999
[161] SCCA 5/1986
[162] [1972] EA 166
[163] Civil Suit No. 389/2010

lodgment of a caveat may occasion loss the owner and court may order compensation to such owner by any person who enters a caveat without reasonable cause[164].

DURATION AND TERMINATION OF CAVEAT

Once a caveat is filed, the caveator must file a suit in High Court and ask for its extension (interim injunction)

- A caveat under section 20 lapses after 30 days, if no case is filed in the High Court

- A caveat under section 139 lapses 60 days after notice of application to remove caveat is served upon the caveator

- A caveat lodged by or on behalf of a beneficiary claiming under any will or settlement or by the registrar **does not lapse** except as ordered by court.

- In **Olojo V Rajah,** where a caveat was for twenty years, court observed that a caveat was only meant to be a temporary measure and was not intended to give an everlasting protection in the sense that the caveator should be hulled sleeping over his caveated interest perpetually.

- Unfortunately, the Act does not stipulate a time limit within which a caveat should expire. It merely provides that it shall lapse automatically; when withdrawn by the caveator, and where the proprietor applies for its removal and the caveator does not commence legal proceedings or apply for extension of the caveat within sixty days of notification of such application.

- In **Kazzora V Rukuba[165]** the Supreme Court held that a caveat which has lapsed is of no effect and cannot be relied upon to imply fraud on the part of a purchaser with notice of a lapsed caveat. The registrar has power to remove a lapsed caveat without being moved by either court or anybody else. The court further stated that a transfer effected while a caveat is in force is void and ineffectual to pass title.

  That a caveat which has lapsed cannot be renewed (to protect the same interest); except where the court is so convinced and has received security for costs that may arise from the extension of the caveat and so Orders that registration of a new interest be delayed for a specified period.

In **Katarikawe VS Katwiremu**[166]; it was said by SSENKANDI J that taking possession of deeds is insufficient to protect an unregistered interest, unless a caveat is lodged thereafter. According to **Namususi VS Ntabazi[167],** to lodge a caveat one must have a caveatable interest.

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[164] Registration of Title Act cap 230
[165] SCCA 13/1992
[166] (1977) HCB 187
[167] (1988)

Municipal District of Concord, Vs Coles[168], and a caveatable interest is defined as a claim of a proprietary or quasi proprietary nature of interest in a particular piece of land. Examples of caveats include; claims under wills, leases, mortgages etc.

Boyes VS Gathure[169]; Court rejected a caveat because it did not properly identify the interest claimed as prescribed by the relevant statutory provisions.

Mutual Benefits Vs Patela[170] caveat prohibiting all dealings in land was held to go beyond what was necessary to protect a leasehold interest.

In **Desouza V Talbot[171],** the appellant entered into a sublease agreement with the respondents, and on entering into possession, he expended some money on repairing house. He then lodged a caveat purporting to be an equitable mortgagee in the sublease agreement. It was held however that the agreement referred only to a sublease and did not refer to the appellant as an equitable mortgagee hence his caveat as a mortgagee was UN founded.

REMEDIES FOR DEPRIVATION OF LAND

1. EJECTMENT and EVICTION. Under the RTA, a person wrongfully deprived of his/her land may bring an action of ejectment and /or for damages against the person responsible.

NATIONAL HOUSING & CONSTRUCTION LIMITED V T.N BUKENYA[172]

Eldad Mwangusya J

I would not fault the Landlord for evicting 'strangers' from the flat and the tenant who is supposed to defend them from their eviction if indeed they are her family members does not explain their presence in the trial of her alleged breach of tenancy agreement. I do not believe that the occupants of the flat were family members of the tenant given the evidence adduced by the appellant that occupants were paying for their stay. The occupation of this flat by persons other than the tenant with whom the appellant has a tenancy agreement were in the circumstances of this case in breach of the tenancy agreement and in view of the breach the respondent cannot seek protection of the same agreement.
This is irrespective of whether the agreement in force is the one of 1988 or that of 2006. So to answer the 1stand 3rdgrounds of appeal this Court finds that the learned trial magistrate erred in law in holding that the appellant unlawfully terminated the tenancy agreement entered into with the

[168] [1905] HCA 35; (1906) 3 CLR 96 at 107)
[169] (1969) EA 385
[170] [1972]1EA 496
[171] [1962] EA.
[172] Civil Appeal No 02 of 2009 HC

Respondents. The appellant was entitled to terminate the tenancy agreement with the respondent following investigations and finding that the respondent was no longer occupying the flat and had not informed the appellant of the persons whom she had left in the flat.
After a careful evaluation of the evidence adduced on record and order of injunction granted by the trial magistrate the finding of this court is that there was no basis for the Respondent to be given a right to purchase the suit property under the Condominium Law as the respondent was in breach of the tenancy agreement. Secondly even if there was no breach of the tenancy agreement the Landlord remains with the prerogative to negotiate with the occupant of the flat as to the
Terms of sale under the condominium Law and this court would not interfere with a Landlord's right over his or her property especially when the relationships are governed by a tenancy agreement.

EVICTION ORDERS

OSOTRACO LIMITED V ATTORNEY GENERAL[173] the plaintiff is the registered proprietor of plot 69 Mbuya Hill. The employees of the ministry of Information and Broadcasting were in occupation and refused to vacate when the plaintiff bought the land from Uganda Times News Paper Ltd. He instituted proceedings against government seeking the orders of Eviction, Permanent injunction, Special damages, General damages, Mesne profits, Interest and Costs of the suit. The defendant argued that an injunction and eviction could not issue against government against in view of section 15 of the Government Proceedings Act. **Frederick Egonda Ntende J** held that it was much the duty of the state to render justice against itself in favour of citizens, as it is to administer the same between private individuals. A declaration order was not appropriate in this case. Section 15 is contrary to the constitutional rights to property and the section would be construed and qualified accordingly.

That: "No legal or political system today would place the state above law as it is unjust and unfair for a citizen to be deprived of his property illegally by the negligent acts of officers of the state

2. **DAMEGES.**
A person who suffers loss as a result of the registration of another as proprietor may bring an action for damages against the registrar if the person is barred by the a court from suing for ejectment.

FREDRICK ZAABWE V ORIENT BANK LTD& 5 Others[174] **(**Katureebe JSC)
With regard to exemplary damages, the appellant seems to equate them with aggravated damages. SPRY, V.P. explained the difference succinctly in **Obongo V Kisumu Council**[175]; "The distinction is not always easy to see and is to some extent an unreal one. It is well established that when damages are at large and a court is making a general award, it may take into account factors such as malice or arrogance on the part of the defendant and this injury suffered by the plaintiff, as, for example, by

[173] HC CS No. 380/1986 [2003] 2 EA 654
[174] Civil Appeal No. 04/2006 SC [2007] HCB 24
[175] [1971] EA91, at 96

causing him humiliation or distress. Damages enhanced on account of such aggravation are regarded as still being essentially compensatory in nature. On the other hand, exemplary damages are completely outside the field of compensation and, although the benefit goes to the person who was wronged, their object is entirely punitive."

In the circumstances of this case, as discussed in this judgment, I do not think this is a case that qualifies for an award of exemplary damages as envisaged in **Rooks-Vs-Barnard and Others[176],** which is very well considered by SPRY –VP in his judgment in the **Obongo Case**at page 94. The gist of that decision is that exemplary damages may be awarded in this class of case. In the words of SPRY, V.P. at P. 94 these are: "first, where there is oppressive, arbitrary or unconstitutional action by the servants of the government and, secondly, where the defendant's conduct was calculated to procure him some benefit, not necessarily financial, at the expense of the plaintiff. As regards the actual award, the plaintiff must have suffered as a result of the punishable behaviour; the punishment imposed must not exceed what would be likely to have been imposed in criminal proceedings if the conduct were criminal; and the means of the parties and everything which aggravates or mitigates the defendant's conduct is to be taken into account. It will be seen that the House took the firm view that exemplary damages are penal, not consolatory as had sometimes been suggested."

It has to be borne in mind that the respondent were private persons and not acting on behalf of any government or authority.

I think this is a case where the appellant should receive enhanced compensatory damages not only for the unwarranted and wrongful deprivation of his property, but also because of the conduct and apparent arrogance of the respondents. In my view, this is not the type of case where the respondents are likely to repeat their wrongs on the appellant.

In considering an award of enhanced or substantial general damages, I must take into account the station in life of the appellant. He is a senior lawyer and a respected member of society. He has a family who all lived on the property from which they were wrongfully evicted. Part of the property was used as offices for his law chambers. The appellant testified that as a result of this eviction, he had to find alternative accommodation for his family. He lost not only some of his books and files but also his clients. His livelihood as a lawyer was compromised. He suffered much humiliation and distress. He has since been denied use of his property for the period of about 10 years. The appellant had made a total claim for shs.307, 000,000=. I am of the view that this a case where substantial damages should be awarded. Given the circumstances of this case, I would award to the appellant Shs.200, 000,000/= (two hundred million) as aggravated damages.

3. COMPENSATION.

They may also bring an action for compensation in an appropriate case where they are entitled to it from government or a public body.

[176] [1964] A.C. 1129

In **EDWARD FREDERICK SSEMPEBWA V ATTORNEY GENERAL**[177] the main issue was whether Legal Notice No 1 of 1986 as amended by LN 8/1986 is inconsistent with the provisions of Article 8(2) (c) of the 1966 Constitution. The LN as amended provided that:
"Any suit, motion or proceedings against the government or Local Administration arising out of the acts or omission referred to in para. 2(i) of this paragraph, pending before any court before the 23rdday of August 1986, shall forthwith lapse and any judgment, decree, or order arising out of such suit, action or proceedings which is not fully executed or satisfied immediately before that date is hereby nullified."

Kityo P, Oder JA, Kato JA
Statutes interfering with individual property rights must be strictly interpreted against the party or authority taking away the rights and liberty of the individual whose right is being taken. I cannot see why judgment decree already validly in possession of Mr. Ssempebwa or by anyone else similarly situated should not be treated as property which cannot be taken away unless reasonable compensation has been given to him. I cannot find any justification for departing from the decision in **Shah V AG**[178]**.**

While I agree that the legislative power of the NRC is unlimited to effect any new changes for the good government of this country, from the time it took over sovereign power, but my view is that it should not resurrect the dead to come back and answer the new created charges, which were not in existence, at the time when they lived or take away the rights of those who are now living which were accrued in the lawful or legal manner, at the time when they were acquired. Therefore, the retrospective nullification effect should not be extended to apply to the already completed cases, like that of Mr. Ssempebwa or any others who may similarly be situated, but in such cases the living successful litigants should be allowed to enforce their judgments.

5. COSTS OF THE SUIT

Section 21 provides that subject to such conditions and limitations as may be prescribed, and to the provisions of any law for the time being in force, the costs of incident to all suits shall be in the discretion of the court or judge, and the court or judge shall have full power to determine by whom and out of what property and to what extent those costs are to be paid, and to give all necessary directions for the purposes aforesaid[179]. The fact that the court or judge has no jurisdiction to try the suit shall be no bar to grant costs but the costs of any action, causeor other matter or issue shall follow the event unless the court or judge shall for good reason otherwise order. The court or judge may give interest on costs at any rate not exceeding 6 percent per year, and the interest shall be added

In **Mungecha V AG**[180] Manyindo J held that under section 26 (1) CPA costs should follow the event unless court orders otherwise. This provision gave the judge discretion, but that discretion must be exercised judicially. That a successful party can only be denied costs if it is proved that for his

[177]Const. Case. No. 1/1986, 27/03/86
[178] (1969) EA 261
[179] The Civil Procedure Act
[180] [1981] HCB 55

conduct the action would not have been brought. The costs should follow the event even where the party succeeds only in the main purpose.

THE EXPROPRIATED PROPERTY

The historical background.

Asian Economic Dominance

In August 1972 President Iddi Amin Dada declared the infamous Economic War whereby all persons of Asian origin were expelled from Uganda and all their properties were confiscated by the Government and placed under the Departed Asians Property Custodian Board for allocation and management.

The corrective measure/reason for the expropriation

The reason for expropriation was out of realization that most businesses in Uganda were owned and managed by Asians while most Ugandans were poor and worked mainly as porters, gardeners, clerks and cleaners. Asians who initially came to work on the Uganda Railway later had lucrative businesses in retail trade, coffee hulling, cotton ginning, produce buying, transportation as well as import and export trade. Africans had by 1940s started strikes and boycotts to protest this imbalance of economic power. The colonial Government had set up Lint Marketing Board in 1949, the Uganda Credit and Savings Bank in 1950 and in 1952 the Uganda Development Corporation was set up. The Acquisition of Ginneries Ordinance 1952 and the Produce Marketing Board was set up in 1953. These laws were mainly a deliberate effort to help native farmers to access credit and to sell their produce at more favorable and stable prices. After independence the National Housing Corporation was set up in 1964 to construct houses and sell them to Africans on long-term loan basis while the National Trading Corporation Act, 1966 was meant to give financial aid to African business people. In 1969 the Trade (Licensing) Act was enacted inter alia to limit operations of non-Africans to major towns so as to remove business competition of foreigners in small towns and rural trading centers. These measures however did not adequately address the economic imbalance between Africans and Asians. By 1969 there were open political calls on Britain to repatriate its Asian Citizens. It was not surprising that hardly two years in office president Dada decided to expel them from Uganda.

THE EXPROPRIATION

Cancellation of Entry permits

President Dada pronounced the Immigration (Cancellation of Entry Permits and Certificates of Residence) Decree No. 17/1972 which invalidated all entry permits and certificates of residence issued or granted to non-Ugandan Asians under the Emigration Act, 1969.

The Assets of Departed Asians(Amendment)Decree No. 27/1975consolidated the arrangements in the expropriating law and filled the lacunae left by The Assets of Departed Asians Decree No.

27/1973the Declaration of Assets (Non-Citizen Asians) Decrees No.29 of 1972and No. 27/1972. The Rent (Premises of Departed Asians) (Special Provisions) Decree vested property in Government and spelt out the payment of rent by allocatees. The Properties and Business (Acquisition) Decree No. 12/1972 and Decree No. 11/1975 legalized earlier acquisitions. It also established a Board of valuers to establish an amount of compensation payable limited to the net asset value of the property as determined by the Minister of Finance. The Acquired Asians (Business Rights and Obligations Ascertainment) Decree No. 26/1973 established a business promotion committee to review allocated business and ascertain the rights and obligations of purchasers. The Departed Asians Property Custodian Board was set up under section 4(1) of Decree No. 27/1972 as amended by section 12 of Decree No. 29/1972 to manage the properties, allocate them and resolve some disputes arising there-from.

Interventions to reverse the Expropriation

The Expropriated Properties Act was enacted in 1982. Upon its enactment, the Property which had been expropriated during the military regime was vested in the hands of the minister for finance on behalf of Government to provide for return to its former owners. Meanwhile the Departed Asians Property Custodian Board created earlier was re-vested power to manage these properties, although no more power to effect transfers and or sale.

Section 2 provided modes of re-vesting of property in the hands of government. Properties expropriated were those of non-citizen Asians who departed from Uganda following the dictates of Government. These properties included those that were declared to Government before departure of owners and those that were not declared[181]. Any property in any other way appropriated or taken over by the military regime except property which had been affected by the provisions of the Repealed National Trust Decree, 1971. All these properties remained vested in government and were to be managed by the minister for finance.

How Expropriated Properties Were Managed

The law on the management of expropriated properties were eventually consolidated into Assets of Departed Asians Decree 1973. This vested the Departed Asians Custodian Board with power to manage the assets until 1982 when the expropriated Property Act was enacted to vest the powers to government through the minister for finance.

Declaration of Assets

Under section 1 of the Assets of Departed Asians Act cap 83, every departing non Ugandan had a duty of declaring his or her assets to the minister. Under S.1 (1) of the Act cited the departing Asian had to submit forms accompanied by a list of title deeds, debentures, loan agreements. In case it was

[181] EXPROPRIATED PROPERTY ACT

a company, a certified copy of memorandum of association and articles of association had to be lodged with the minister.

Copies of accounts, balance sheet, or profits and loss account had to be submitted to the minister. Upon submission of the forms he or she had to be given a receipt acknowledging the receipt by the government.

Duties and Powers of the Minister.

Under section 2 of the Act cited above, minister was required to keep a register of property and business declared under S.1 of the Act. Under S.3 the property which was declared vested assets and liabilities of departing Asians into the hands of government.

The minister was given powers to make statutory orders vesting any property into government which was never declared under S.3 (2)

The Act ruled out any ambiguity and whatever transaction related to the sale or transfer of any property of the departed Asians was nullified despite the fact that the party had a title to the property.

In circumstances where the provisions of the Registration of Titles Act conflicted with the Expropriated Property Act, the provisions of the Expropriated properties Act prevails over the RTA. Issues of bonafide purchaser for value without notice, indefeasibility of title do not arise in these expropriated properties.

In cases where there was a lease that had expired, the same was deemed to continue until the minister had determined how property should be dealt with. The law allowed former owners to repose the property upon application to the minister.

Certificates Issued Under the Expropriated Properties Act

- Certificates of repossession were issued by the Minister to the former owners
- Purchase Certificates were issued by the minister to purchasers who had paid consideration.

In **Mohan Musisi Kiwanuka V Asha Chan**[182] court explained that two certificates were issued under the Act; first was the purchase certificate and when the Indian returned the minister issued the certificate of repossession. The Supreme Court held that there was an error on the certificate of purchase which had the same force and effect as a certificate of repossession. Court ordered that the Indian be compensated in money terms and Mohan Kiwanuka be reinstated on the certificate of title.

In **Makerere Properties Ltd V Attorney General**[183], the plaintiff applied for repossession of plot 13Market Street. The defendant contended that through the custodian Board, the land had been returned to the applicant in 1982.

[182] SCCA 14/2002
[183] CACA NO. 36/1996

Manyindo DCJ found that the purported return was made not to appellant company but to SA Pivani, one of the partners, as an individual. As far as the appellant company is concerned the property still remains expropriated until it is dealt with by the minister of finance under the Act. Twinomujuni JA added that the principles of indefeasibility of title do not apply in these cases.

RE-ENTRY WITH LETTER OF REPOSSESSION

In **Nazarali Hassanail Sayani V Edward Mperese Nsubuga**[184] Byamugisha J held that since the plaintiff's land before the re-entry by the landlord, had not been taken over or appropriated, the plaintiff did not have a cause of action under Section 1 (a) (b) (c) of the Expropriated Properties Act. His suit was misconceived and the re-entry was lawful and was not precluded by the Act since the re-entry took place after the coming into force of the Act.
The letter of repossession was of no consequence since it was not provided for in the law. The Expropriated Properties (Repossession and Disposal) Regulations empowered only the minister of finance to issue a certificate of repossession; a letter of repossession by a minister of state for finance was not provided for Finance was not provided for in law.

Compensation to Departed Asians

In 1975, the issue of compensation of departed Asians was considered. The compensation was to be determined by the Board of valuer appointed under S.2 (1) of the properties and business (Acquisition) Decree, 1975
The compensation had to be paid as the minister may determine having regarded to the period within which the property or business may generate sufficient income effect the amount of compensation payable. The value of compensation as determined by the board of valuer, had to be communicated to the responsible minister of the government of the departed Asian's county of origin if the government of the departed Asian was not satisfied with the valuation, it had a right exercisable within 30 days of the notification of the valuation to inform the government of Uganda of its objection together with its reasons

Upon the fall of Iddi Amin's regime in 1979 foreign governments, notably Britain, that had supported the anti-Amin war effort and to whom the post Amin governments looked for donor support to rebuild the ruined economy , called upon the government in Uganda to redress the wrongful expropriation of Asian properties in 1972. The expropriation was but one of the many wrongs of the Amin regime which had to be redressed.

Not all Ugandans were unhappy with the expropriated many had expressed joy at the departure of the Asians. The departure actually opened up many business opportunities to Ugandans, opportunities that they would never have dreamt of before the exportation. This section of the population did not favor the repossession and actively campaigned against it in 1980 general election. However, the

[184] HCCS No 364/93 [1994] VI KARL

government fulfilled its electro promise to return the expropriated properties to the former owners by enacting the Expropriated Properties Act, 1982.

Nullification of dealings and reverting of property

All in the government under decree 27 of 1973 or in other way appropriated or taken over by the military regime was re-vested in the government to be managed by the ministry of finance. The minister could by statutory order appoint another person or body to manage any such vested property, until such appointed. The DAPCB continued to manage the properties.

To ensure that the expropriated properties remained vested in the government and that they were dealt with under the provisions of the expropriated properties Act 1982 all purchasers, transfers, ranks or any other dealing in whatever kind in such properties were nullified. This nullification affected leases or tenancies, which had expired or terminated. Such expired or terminated leases were deemed to have continued in force and to continue until the property had been dealt with under the act.

This nullification interfered with the lawful transactions s that had been concluded by the DAPCB in respect of these properties. Purchase or leases or surrenders lawfully effected by the custodian board were nullified. Equally nullified were foreclosures and sales of mortgaged properties by mortgages. Reentries by lessor on the expropriated leases were also nullified and such forfeited leases restated to be dealt with under the act. Thus this interfered with existing legal relationships between vendors and purchasers, mortgagors and mortgagees and leasers and leases. The nullification on the face of it was intended to be retrospective that to affect those dealing that had taken place before the expropriated properties act 1982. According to this view after the coming in to force of the Expropriated Properties Act, the normal legal relationship would obtain, e.g., between a leaser and a lease
In **Bidandi Ssali V AG** [185]high court held that a leaser could, after that into force of the 1982 act reenter upon the land and terminate the lease if they were any breach of the terms of the lease by the DAPCB. Accordingly, even if there were breaches of rent payments the leaser could not reenter. The leaser's only remedy was to sue the government for arrears of rent.
The expropriated properties revested in government had to remain so vested until the minister dealt in then with in any of the following ways.

(a)Returned to former owners (repossession)
(b)Government entering a joint venture with the former owner sale
(c)Disposal in other manner.

The former owners of expropriated property were entitled within 90days of the commencement of the act to apply to the minister in the prescribed form to repossess their property. If the ministry was satisfied with the merits of the application and the property was one in which the government did not to participate, the minister could issue a certificate authorizing the former owner to repossess such property. Certificate authorizing repossession was sufficient authority for the chief registrar of titles to transfer title to the former owner.

[185] CIVILA SUIT NO. 834 OF 1989. 3

Under S15 of the Act, the minister was mandated by statutory instrument to make regulations prescribing falls of application and to facilitate the better implementation of the provision of the act. Pursuant to these powers, the Minister enacted the Expropriated Properties (repossession and disposal) regulations, 1983. Under regulation 10(3) certificate authorizing repossession, was in the form set out in second schedule to the registrations. In **Lutaya VH.G Ganfesha & Anor**[186] it was held that properties of Uganda citizens were not lawfully expropriated and were not subject to act 9 of 1982, the custodian developed a specification form under which they returned those properties to the former owner. In substance, this form which differed from that prescribed by regulations, disclaimed the custodian board's interest in the property and stated that the former owner was freeto repossess his/her property.

Payment of Compensation

In **Shabani Matovu V Sikindar Husain Esmail and Five Others**[187] Ntabgoba PJ held that the compensation for improvement on the property affected by the Expropriated Properties Act, 1982 is payable under section 11(2) of the Act provides that where the property or business is returned to a former owner or transferred to a joint venture company or retained by the government in accordance with the provision of this Act, the former owner or the company or the Government as the case may be, shall be liable to pay for the value of any improvements in such property or business to the person or body that effected such improvements. The requirement for compensation is a statutory requirement and such compensation is payable whether or not the claimant effected the improvement without authority. What is important however is that the improvement enhanced the value or utility of the property?

Validity of Sale before the 1982 Act

In **Godfrey Lule V Attorney General**[188] Engwau JA explained that the 1982 Act nullified the otherwise valid sale effected before 1982 and the buyer is entitled to compensation from Government. The buyer was also entitled to compensation for the improvements made on the land from the re-possessor based on the market value.

Expired Leases

In **Chris Akena Onapa V Mohamad Rashid Punjani**[189] the court held that section 1 (2) (b) of the Expropriated Properties Act allows for repossession of any property which at the time it was expropriated had a valid subsisting lease.

[186] Miscellaneous Application 531 of 2014
[187] HCCS No 283/1992
[188] CACA No. /2000
[189] CA 5/95 SC

That in the instant case, since no renewal of the lease had been effected by the controlling authority in favor of the respondent at the time the respondent became a departed Asian, the suit property was not expropriated and was not governed by the expropriated Properties Act. The suit property was still vested in the controlling Authority, which had validly executed a lease in favor of the appellant. That the respondent was not a tenant at will since he had not fulfilled the conditions for the renewal of the tenancy.

In **Naava Akena Vmohammed Hussein Punjani**[190] the court found that the lease had expired by the time the alleged expropriation took place, thus there was no property to be expropriated.

Compensation Concerns Regarding Expropriation

Expropriation raises justifiable concerns ranging from the acceptable reasons for expropriation to the process for recourse and the scope and amount of fair compensation. With regard to compensation, there is debate as to what constitutes fair recompense for owners of expropriated property. In cases spanning five decades, from the 1930s to the 1980s, the U.S. Supreme Court has repeatedly acknowledged that the definition of "fair market value" can fall short of what sellers may demand and possibly receive in voluntary transactions. Consequently, in eminent domain cases, the standard is often not the most probable price, but the highest price obtainable in a voluntary sale transaction involving the subject property. Since the condemnation deprives the owner of the opportunity to take their time to obtain the optimal price the market might yield, the law provides it by defining fair market value as the highest price the property would bring in the open market.

Inconsistency and controversy also prevail over property owners who are compensated for their property, the inconvenience of being required to relocate, and the expense and possible business loss of doing so. These costs are not included in the concept of "fair market value," but some are compensable in part by statutes, such as the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act (Code of Federal Regulations 49) and its state counterparts.[191]

Attorneys' and appraisers' fees the property owner incurs may also be recoverable by statute and, in California and New York, an award of such fees is at the court's discretion under certain conditions.
When payment of just compensation is delayed, the owner is entitled to receive interest on the amount of the late payment.

RIGHTS & RESPONSIBILITIES OF LANDLORDS & TENANTS IN UGANDA

Who is a landlord?

A landlord refers to a property owner (including their authorized agent) who rents or leases that property (such as land, houses, or apartments) to another party in exchange for rent payments.

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[190] SCCA 5/1995

[191] Department of Housing and Urban Development. "REAL ESTATE ACQUISITION AND RELOCATION"

Landlords can be individuals, businesses, or other entities.

Who is a tenant?

A tenant is someone who rents or leases property (e.g. a house, land, apartment, etc.), from a landlord at an agreed fee (rent).
Tenants can be individuals, a business, group, etc.

Law governing landlord-tenant relationships in Uganda:

The Landlord-Tenant relationship in Uganda is governed by the **Landlord and Tenant Act, 2022**.
The **Landlord and Tenant Act, 2022** regulates the relationship between landlords and tenants, modifies and consolidates the law relating to the rent of premises, and specifies landlords' and tenants' responsibilities for letting of premises.
Specific duties and obligations of each party are normally outlined in a tenancy agreement.

What is a Tenancy agreement?

This is a contract between the landlord and the tenant who wants to live in or utilise the property for an agreed period of time and for an agreed payment.
The agreement may be made:

1. in writing, or
2. by word of mouth, or
3. partly in writing and partly by word of mouth, or
4. in the form of a data message or
5. Implied from the conduct of the parties.

Where the rent is 500,000 Uganda Shillings or more, the agreement should be in writing or in the form of a data message for it to be enforceable.
Upon the tenancy agreement being signed by both parties, the landlord should give a copy of it to the tenant. Where a **tenancy agreement is not in writing,** the landlord is mandated to keep a record of the following information: particulars of the tenant(s), the premises occupied by the tenant(s), details of the immigration status if the tenant is a non-citizen, details of the rent payable & manner in which it is payable.
Upon putting the above mentioned information together, the landlord should give a copy of that record to the tenant within 14 days of the tenant occupying the premises.

NOTE: A landlord is barred by the law from entering into a tenancy agreement with someone who does not provide their national identification or any other identification document (e.g. passport, driving permit, certified student identification card). It is therefore **mandatory** for the tenant to provide a form of identification to the landlord before they can rent the premises.

Rights and responsibilities of landlords under the law:

Issuance of receipt:

- Upon payment of
- The rent as agreed upon under the agreement, the landlord has a duty to issue a receipt to the tenant.
- A receipt shall be issued immediately where payment is made in person or within five (5) working days of receiving the payment where payment was not made in person.
- The receipt shall include, among others, the amount of and period for which the rent is paid.
- The landlord should keep a record of all receipts of payments of rent.

Quiet Enjoyment of premises:

- The landlord shall take all reasonable steps to ensure that the tenant has quiet enjoyment of the premises during their tenancy.

Non-discrimination:

- The Landlord shall not refuse to rent on grounds of sex, race, colour, ethnic origin, tribe, birth, creed or religion, social or economic standing, political opinion or disability.

Right to enter premises:

- The landlord or his/her agent has the right to enter the premises to inspect the condition of the premises upon giving the tenant at least twenty-four hours' notice in writing/ message/ by word of mouth. Notice can only be waived in case of an emergency.

Maintenance and Repairs to the premises:

- Landlords are required to keep the premises maintained in good repair. However, this does not apply to repair of damage caused by the tenant's negligence or failure to take reasonable care.
- Where a tenant damages the premises, the landlord shall serve the tenant with a notice to repair the damage within 14 days.
- Where a tenant carries out urgent repairs to the premises not caused by their negligence e.g. burst water pipes, blocked or broken toilet systems, serious roof leaks, gas leaks, dangerous electrical faults, flooding or serious flood damage, serious storm or fire damage etc., the landlord is obligated to reimburse the tenant the costs of the repair within fourteen days after receiving the notice.
- Landlords must ensure that the residential premises being rented out are fit for human habitation at the start and during the tenancy.
- **Note:** In determining whether residential premises are "fit for human habitation", regard shall be given to the condition of the premises in respect of repair, stability, internal arrangements, natural lighting, ventilation, water supply, drainage and sanitary conveniences and facilities for preparation and cooking of food and for the disposal of waste water.

Taxes and rates:

- The landlord is responsible for the payment of all taxes and rates imposed by law in respect of the premises.

- Where the tenant pays any taxes or rates in respect of the premises, the landlord shall compensate the tenant for the amount paid by the tenant.

Utility charges:

- The landlord is liable for the payment of charges on utilities (e.g. electricity, water, gas, sewerage/ drainage etc.) that are utilized collectively by all tenants.

Notice of eviction & entering premises:

- If a tenant fails to pay his or her monthly rent, the landlord can issue a 30-day (at least) notice of eviction. If the tenant still fails to pay up the arrears after the notice, the landlord or his/her agents may at any time re-enter upon the premises and repossess it.

Rights and responsibilities of tenants:

Quiet possession and enjoyment of premises:

- A tenant has the right to quiet possession or enjoyment of the premises as long as they have paid rent and complied with all the other terms of the tenancy agreement. In such instances, they have a right to live on the premises undisturbed by the landlord.

Identification documentation:

- A tenant can take up the premises only when he/ she provides his or her national identification card or alien's identification card, or any other identification document including; a national identification card, driving permit, passport, or certified student identification card.

Rent and Utility charges:

- The tenant has a duty to pay rent on the date and in the manner agreed upon by the landlord and tenant.
- However payment of the rest of the utility charges apart from rent shall depend on the terms agreed upon in the tenancy agreement. These charges may include: water rates, electricity charges, garbage collection charges, security charges, and any other charges imposed that are individually utilized by the tenant.
- The tenant shall pay rent on the date and in the manner agreed upon by the landlord and the tenant and is entitled to receive a receipt from the landlord upon payment.
- Rent denominations should be in Uganda shillings unless there is a contrary agreement.

Use of premises:

- A tenant is supposed to use the premises for the intended purposes only as initially agreed upon in the tenancy agreement and should not use or permit the premises to be used for any illegal purposes.
- The tenant shall not use the rented premises to cause a nuisance or interference.

Maintenance and repair of premises:

- The tenant is required to keep in good and clean condition the premises and fixtures during their tenancy and upon handing them over to the landlord at the time of their departure. The compound, fence, and paths must be kept in good order and condition.

- A tenant must first get the consent of the landlord before installing fixtures or making alterations to the rented premises e.g. drilling nails in the walls of the premises or cutting timber or main trees, bushes or shrubs planted there. Where such fixtures or alterations are made, the tenant is liable to meet the costs of restoring the premises to the condition they were in before.

- The tenant must make good (repair) any damage occasioned to the premises by the tenant on any furniture and fittings or other articles, objects or things on the premises or pay to the landlord the cost of repairing or replacing any part of the premises or fittings which are damaged by the tenant or lost through his/ her negligence.

- Where a tenant damages the premises or common areas, the landlord shall serve the tenant with a notice to repair the damage, to which the tenant must comply within 14 days.

Access to the premises:

- The tenant must permit the landlord or his/ her authorised agents at reasonable times to enter the premises or any part thereof after twenty-four hours' notice, to examine the state and condition of the premises.

Subletting premises:

- The tenant cannot assign, sublet or part with possession of any part of the premises without the prior written consent of the landlord which consent should not be unreasonably withheld by the landlord.
- Any assignment or sublease without the consent of the landlord is invalid and immediately terminates the tenancy.

Failure to pay rent (Notice of eviction):

- If a tenant fails to pay rent as per the agreement, the tenant has a right to be given a 30-day (at least) notice of eviction.

Respect terms & conditions:

- A tenant has a duty to respect the terms and conditions under which the premises were rented out to them.

Urgent repairs & re-imbursement:

- The tenant may carry out urgent repairs to the premises. The urgent repairs can include; burst water pipes; blocked or broken toilet systems; serious roof leaks; gas leaks; dangerous

electrical faults; flooding or serious flood damage; serious storm or fire damage. The landlord shall within fourteen days after receiving the notice, reimburse the tenant the costs of the repair.

- Where the landlord does not reimburse the tenant, the tenant shall recover the costs incurred for the repairs from the rent due immediately after the repairs are carried out.

GENERAL DUTIES AND OBLIGATIONS:

Rent:

1. **Payment of rent**:

- A landlord letting out a business premise in a city or municipal is obligated/ legally mandated to provide the tenant with his/ hers bank account into which all rent payments will be deposited.
- The parties (landlord and tenant) have the liberty to determine the amount of rent payable.

1. **Limits on payment of rent in advance:**

- Unless the tenant and landlord mutually agree, a landlord **shall not** require a tenant, in the case of a tenancy of more than one month, to pay rent more than three (3) months in advance or in case of a tenancy less than a month, to pay rent more than two (2) weeks in advance.

Limits on increase of rent and notice:

- Except where the landlord and tenant clearly agree in the tenancy agreement, a landlord shall not increase the rent at a rate of more than ten percent (10%) annually.
- The landlord is mandated to give a notice of at least sixty (60) days (preferably in writing) to the tenant of a proposed increase in rent.
- Under a fixed term tenancy, a landlord shall not increase the rent before the term ends, unless the tenancy agreement provides for rent increase within the fixed term.
- A landlord shall not increase the rent payable under the tenancy at intervals of less than twelve (12) months.
- An increase in rent is not valid/ lawful if it contravenes the above. It is only valid if the tenant does not object or if they reach an agreement with the landlord for the increase to be made. Such a tenant is deemed to have accepted the rent increment.

1. **Decrease of rent:**

- The landlord shall decrease rent in certain cases e.g. where the landlord ceases to provide any agreed services with respect to the tenant's occupancy of the premises. Such decrease must be proportionate to the decrease of the services.

1. **Failure to pay rent by the tenant and claims for rent arrears:**

- Where a tenant defaults in paying rent and is in arrears, the landlord may apply to a court of competent jurisdiction to recover the rent owed.
- Additionally, where the default continues for a period of more than thirty (30) days, the landlord shall be entitled to re-enter the premises and take possession in the presence of an area local council official and the police.

Security Deposit:

1. **Requirement to pay security deposit:**

- A landlord shall require the tenant to pay a security deposit for purposes of ensuring the tenant performs their obligations under the tenancy.
- The landlord shall specify to the tenant in writing the terms and conditions under which the security deposit or any part of it may be withheld by the landlord upon termination of the tenancy.
- The landlord shall provide the tenant with a written receipt of the security deposit.

1. **Limits on payment of security deposit:**

- A landlord shall not require more than one security deposit.
- A Landlord is not permitted to charge a security deposit that exceeds one month's rent or one-twelfth of the rent for one year's occupancy of the premises, whichever is the lesser.

Forms of Termination of Tenancy

A tenancy cannot be terminated except in accordance with the Landlord and Tenant Act or the Tenancy Agreement. These are various forms in which a tenancy can be terminated:

- Termination by agreement:

A tenancy may be terminated by agreement of the landlord and tenant and should specify the date on which the tenant shall vacate the premises.

- Termination by vacation of premises with the consent of the landlord:

This tenancy terminates where the tenant vacates the rented premises with the consent of the landlord. This consent may be written or oral and once given, it cannot be revoked.

- Termination by expiry of term or event:

Where a tenancy is for a fixed term, it terminates on the date specified for termination.
If it is based upon the occurrence of an event, then it is terminates on occurrence of such event.

- Termination after notice:

This terminates where the landlord or tenant give notice of termination of the tenancy in accordance with the terms of the Tenancy Agreement or the Act.

- Termination by Abandonment:

This occurs where the tenant leaves the premises permanently without terminating the tenancy agreement. In such cases, the landlord still has a right to recover any accrued/ unpaid rent or charges.
Where the landlord has reasonable cause to believe that the tenant has abandoned the premises, he/she shall give notice of fourteen (14) days to the tenant of the landlord's intention to terminate the tenancy.
Where the tenant does not reply to the notice or doesn't give a satisfactory explanation after the fourteen (14) days' notice, the tenancy terminates.
A tenant is viewed as having permanently abandoned the premises where:

- He/ she has been absent from the premises for at least thirty (30) consecutive days without notifying the landlord and the rent has not been paid.
- At least fifteen (15) days have passed since the rent was due and it remains unpaid and it appears to the landlord that the tenant has vacated the premises without paying rent.

- Termination upon death of sole tenant:

Upon the death of a single tenant occupying the premises, the tenancy terminates. At the earliest of the following dates:

- Twenty eight (28) days after the landlord is given written notice of the death of the tenant by the tenant's next of kin;

- Twenty eight (28) days after the landlord has given notice to vacate to the next of kin of the deceased tenant;
- A date agreed in writing between the landlord and the next of kin of the deceased tenant.
- A date specified by the court on application by the landlord.

Notice of Termination of Tenancy:

- In cases of residential tenancy, notice of termination in case of a:

1. i) weekly tenancy shall be seven (7) days' notice;
2. ii) monthly tenancy shall be thirty (30) days' notice;

iii) Yearly tenancy shall be sixty (60) days' notice.

- However, the landlord and tenant may agree upon a notice period exceeding the above notice periods but not a lesser notice period.

Challenging termination of tenancy:

- Either the tenant or landlord can challenge a termination of a tenancy agreement in court.
- While in the process of challenging the termination in court, a tenant is liable to pay rent.
- Some of the remedies issued by court may include: an order to reinstate the tenancy, an award of damages or any other remedy.
- Any of the parties dissatisfied with the decision of court may appeal.

Vacation of premises and eviction

Refusal by tenant to vacate the premises:

Where a tenant does not vacate the premises upon receiving notice of termination, the landlord has a right to re-enter the premises and take possession in the presence of the area local council officials and the police where the tenant refuses to vacate the premises upon termination of the tenancy.

Unlawful eviction of tenant:

- Where a tenant is unlawfully evicted (i.e. not in accordance with the Act or the terms of the tenancy agreement) the tenant is entitled to challenge such eviction in court. The court may order the landlord to pay the tenant the equivalent of three (3) months' rent payable as compensation, and in addition, payment of any damages arising from the unlawful eviction, among other reliefs.

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[192] /justicecentres.go.ug/rights-responsibilities-of-landlords-tenants-in-uganda/

CHAPTER TEN

CHALLENGES FACING LAND AND ITS LAWS

Inadequate legal framework

Uganda's land laws are outdated and do not reflect the current needs of the population. The outdated legal framework does not provide adequate protection for vulnerable groups such as women and rural communities.

Uganda has a complex and evolving legal framework on land law, which has faced significant challenges in recent years. While Uganda has made some progress in strengthening its legal framework for land governance, there are still several significant issues that need to be addressed to ensure that the land rights of all Ugandans are protected.

One of the key challenges is that Uganda's land laws are fragmented and confusing, with multiple laws and regulations governing different aspects of land use and management. This can create uncertainty and confusion, particularly for marginalized communities who may not have the resources or knowledge to navigate the legal system.

Another issue is the lack of effective implementation and enforcement of land laws. This is partly due to a shortage of resources and capacity within the government institutions responsible for land governance. As a result, disputes over land ownership and use are often resolved through informal mechanisms, such as traditional councils or local authorities, which may not always be fair or transparent.

Additionally, there have been concerns raised about the process of land acquisition, particularly by large-scale investors such as agribusinesses, mining companies, and developers. There have been reports of forced evictions, inadequate compensation, and other human rights abuses associated with these land acquisitions.

To address these issues, the Ugandan government has taken steps to reform its land laws, including the adoption of the 1998 Land Act, the 2004 Land Policy, and the 2010 Land Amendment Act. However, there is still much work to be done to ensure that these laws are effectively implemented and enforced, and that the land rights of all Ugandans are protected.

Weak enforcement mechanisms of laws.

Despite the existence of laws, there is weak enforcement of these laws, leading to land disputes, land grabbing and illegal land transactions.

The enforcement of land laws in Uganda has been a longstanding issue, with many factors contributing to weak enforcement mechanisms. Some of the key reasons include:

Inadequate legal frameworks:

Uganda has many laws governing land, including the Land Act, the Land Registration Act, and the Land Acquisition Act, but these laws often overlap and contradict each other, making them difficult to enforce.

Limited resources:

The government agencies responsible for enforcing land laws, such as the Ministry of Lands, Housing and Urban Development and the Uganda Land Commission, are often underfunded and understaffed, which limits their ability to effectively carry out their responsibilities.

Corruption:

Corruption is a major problem in Uganda, and it also affects the enforcement of land laws. Bribes and other forms of corruption can be used to influence land disputes and prevent enforcement of land laws.

Lack of awareness:

Many people in Uganda, particularly in rural areas, are not aware of their land rights or the laws governing land, which makes it difficult for them to enforce their rights.

Weak institutional capacity:

The institutions responsible for enforcing land laws often lack the capacity and expertise to carry out their responsibilities effectively.

To address these issues, there have been efforts to improve the legal framework for land governance and to increase the resources and capacity of the institutions responsible for enforcing land laws. These efforts include the creation of a National Land Policy, the establishment of a Land Fund, and the development of a National Land Information System. However, more needs to be done to strengthen enforcement mechanisms and improve access to justice for land disputes in Uganda.

Limited access to land

Majority of the Ugandans lack access to land as major factor of production. One major rationale for this is the fact that land is vested in the hands of individuals. What exacerbates the state of affairs is that, a section of few individuals owns large chunks of land in freehold, which, if vested in the government, multitudes of people would be granted leases on the same leading to even and fair distribution and ultimately access to land by majority of the population.

In addition, since everything is left to be determined at the whims of individual land owners, the prices of land in Uganda have always been inflated and it very difficult for one to purchase land in freehold, even leases are not sustainable as it is costly to obtain having in regard ensuing costs of developing the same which has left chunks of land redundant at the expense of the citizens.

Poor land management.

In Uganda, there is lack of systematic planning and regulations in respect to utilization of land since land use is largely dictated by the individuals. This leaves land susceptible to degradation, deforestation, soil erosion among others. This has and indeed constrains land productivity and agriculture at large and the resultant outcomes such as famine, drought are obvious and inevitable.

Irrespective of the fact that there are various laws that regulate land use, enforcement and implementation of the same is wanting and it is theoretical due to numerous factors of which corruption is among.

Land conflicts.

It trite that land conflicts have escalated and fraud has skyrocketed in these two decades, especially in central and mid-western Uganda. There are different reasons as to why these are rampant; there is lack of clarity as to the land ownership and rights, some land tenure systems, such as customary land tenure, which are not registered, are insecure.

This has left the ignorant and gullible land owners prone to sophisticated fraudsters as well as people in high government position who, by virtue of their position, influence and intimidate these vulnerable land owners. This is seen from the novel evictions by the so called "Mafias" and this has seen increased land evictions and disputes.

Land evictions

What the law says on land evictions

The 1995 Constitution vests the land in the citizens of Uganda to hold under four tenure systems namely; Mailo, Freehold, Leasehold and Customary. The registered person or customary owner of that land which they hold is known as the Landlord.

On registered land, there may be other people occupying and utilizing the land other than the Landlord. These people are known as Tenants. They too, are protected by the law from being illegally evicted.

What constitutes an illegal land eviction?

Illegal land eviction is taken seriously in Uganda. Community leaders need to know what land constitutes an illegal eviction.

An illegal land eviction is any forcible removal of a tenant, directly or indirectly, without prior court approval. Illegal eviction involves the threat or use of violence; *a* landlord's attempt to make a land unlivable in the hope that the tenants will leave.

No matter what the issue is between the tenant and landlord, as long as the Landlord does not obtain a court order, then his/her actions constitute an illegal land eviction.

Who is a tenant?

The Constitution provides for two types of tenants: a Lawful occupant and a bona fide occupant.

"Lawful Occupant" means: a person occupying land by virtue of:

a) The repealed laws;

(i) Busuulu and Envujjo Law of 1928; (ii) Toro Landlord and Tenant Law of 1937; (iii) Ankole Landlord and Tenant Law of 1937.

(b) A person who entered the land with the consent of the registered owner, and includes a purchaser; or

(c) A person who had occupied land as customary tenant but whose tenancy was not disclosed or compensated for by the registered owner at the time of acquiring a registrable interest.

"Bona fide Occupant" means a person who before the coming into force of the Constitution-

(a) Had occupied and utilized or developed any land unchallenged by the registered owner or agent of the registered owner for twelve years or more before coming into force of the 1995 Constitution.

(b) Had been settled on land by the Government or an agent of the Government which may include a local authority.

For avoidance of any doubt, the law only protects lawful and bonafide occupants on registered land. The Squatter is not protected by the law.

To qualify to be a bonafide occupant, one must have settled and utilized the land unchallenged by the registered owner for twelve years or more before the coming into force of the 1995 Constitution, This is a person who settled and used the land before 8th October 1983.

Any person who settled on the land after that date does not qualify to be a bonafide occupant.

The following categories of people are not protected by the law:

(i) Unlawful occupants;

(ii) Illegal tenants;

(iii) Trespassers;

(iv) Licensees (these are persons temporarily brought in by the land owners to utilize the land);

(v) Lessees (these are persons with oral or written agreements with the land owners to temporarily occupy or use the land) for specific period of time on given terms and conditions; (vi) People renting agricultural land; and (vii) People renting premises.

Where someone does not quality as Bonafide Occupant, the law provides that the person takes reasonable steps to look for the land owner and undertake negotiations with the owner concerning his or her occupancy on the land. They can seek the help of a mediator agreed upon by both parties.

What the land law says regarding evictions

1. Annual nominal ground rent will be paid to the land owner. The amount is no longer 1,000/= as most people still believe, but the amount is determined by the District Land Boards (DLBs). If DLBs delay or fail to determine the nominal ground rent, then the Minister responsible for Lands may determine the rent. In November, 2011 the Minister responsible for Lands approved rent for all Districts in the Country. (see the statutory instrument appended)

2. Nonpayment of annual nominal ground rent is the only ground for evicting tenants. Landlords have to serve eviction notices to tenants who default on payment after a period of one year to show cause why the tenancy should not be terminated.

If the tenant disputes the notice, he or she may refer the matter to the court within a period of six months after the date of service of the notice by the registered owner.

Where the tenant does not challenge the notice within the prescribed period or pay the outstanding rent within a period of one year from the date of the notice, the registered owner applies to Court for an order to terminate the tenancy for non-payment of rent.

3. When Courts of law are making eviction orders, they shall give the date, being not less than six months after the date of the order, by which the person to be evicted shall leave the

land. The Courts may also grant any other order on expenses, damages, compensation or any other matter as they deem fit.

4. A person who attempts to evict, evicts or participates in the eviction of a lawful or bonafide occupant from registered land without an order of eviction commits an offence and is liable on conviction to imprisonment not exceeding seven years.

5. Any tenant who sells his/her "Kibanja" without giving the first option of buying the "Kibanja" and taking the assignment of the tenancy to the land owner commits an offence and will be liable to imprisonment not exceeding 4 years or a fine of UShs.1,920,000/= or both, and will forfeit his/her rights to the land owner.

Where the registered owner gives consent to the tenant by occupancy to sell his or her rights of occupancy to a third party, the tenant by occupancy shall introduce the third party to the landlord.

6. A change in ownership of title effected by the land owner through sale, donation or as a result of succession does not in any way affect the existing lawful interests of the lawful or bonafide occupants and the new land owner is obliged to respect the existing interests he/she finds on the land.

This means that the registered land owner is free to sell his/her land with or without offering the first option to the tenant by occupancy. But the new Landlord cannot evict the existing tenants he/she finds on the land.

7. District Land Boards have no powers to allocate any land which is owned by any person or authority which is either under Customary, freehold or Mailo. District Land Boards which will allocate land, which is owned by any person

or authority, under any of the four tenure systems, in contravention of their function which requires them to hold and allocate land in the district which is not owned by any person or authority, will have such transactions cancelled.

The rights and obligations of land owners

- A Customary, Mailo and Freehold proprietor owns the land forever. The Leasehold proprietor owns the land for a given period of time under terms and conditions stipulated in the lease agreement;
- May sub-lease, mortgage, pledge or sell the land;
- May sub-divide the land for purpose of sale or any other lawful purpose;
- May pass on the land to anybody by will or gift;
- Is entitled to be given the first option to buy out the interests from tenants by occupancy who may be on that land and willing to sell;
- Must recognize the rights of the lawful and the bonafide occupants if they exist on his/ her land and their developments on the land;
- Must recognize the rights of the successors of the Lawful and Bonafide Occupants; and
- Uses land in accordance with other policies and laws governing land use.

The rights and obligations of tenants

- Enjoys security of occupancy on the land he/she occupies;
- Must pay annual nominal ground rent to the Land owner;
- May acquire a certificate of occupancy by applying through the Land owner;

- With permission of the Land owner, a tenant may sublet and /or subdivide the kibanja;
- May assign, pledge and create 3rd party rights in the land with consent of the Land owner; and
- May end the occupancy and return the Kibanja to the Land owner.

The law has provided a social protection intervention that seeks to I enhance the security of occupancy of tenants on registered land. It also protects customary land owners from unlawful evictions, hence eradicating untold suffering and landlessness.

What should law enforcement agencies do to protect lawful/bonafide tenants?

They should:

1. Establish who the registered owner is; the block and plot number; how many occupants are on the land; what their status is - whether they are lawful or bonafide occupants?
2. Establish whether proper valuation assessments were done and whether a valuation report showing computed compensations was made for both the properties and the *Kibanja.*
3. Establish if payments have been made to the occupants. In case the purchaser wants the occupants to move immediately, establish if the occupants have been paid a realistic disturbance fee to facilitate their moving away. If not, request for documentary evidence showing the grace period (six months) given to the occupants to move away, after full payments have been effected, should be made.
4. Ensure that before any demolitions take place, compensations must have been made.
5. Ensure that adequate notice must be given to the occupants to relocate.
6. Where possible tenants should be given a chance to acquire the pieces of land. In case occupants buy themselves out, establish whether transfer forms for those who have paid are signed and transactions effected and occupants receive their land titles.
7. The property should not be damaged before compensation and/or disturbance fee is paid to the tenants;
8. Compensation must be adequate, based on comprehensive valuation assessments and not just cover-ups.
9. Communication and interaction between the registered owner and the occupants is important and should be as open and frequent as possible in the presence of the LCs members and other recognized stakeholders.

Where communities can seek further help to avoid illegal land evictions

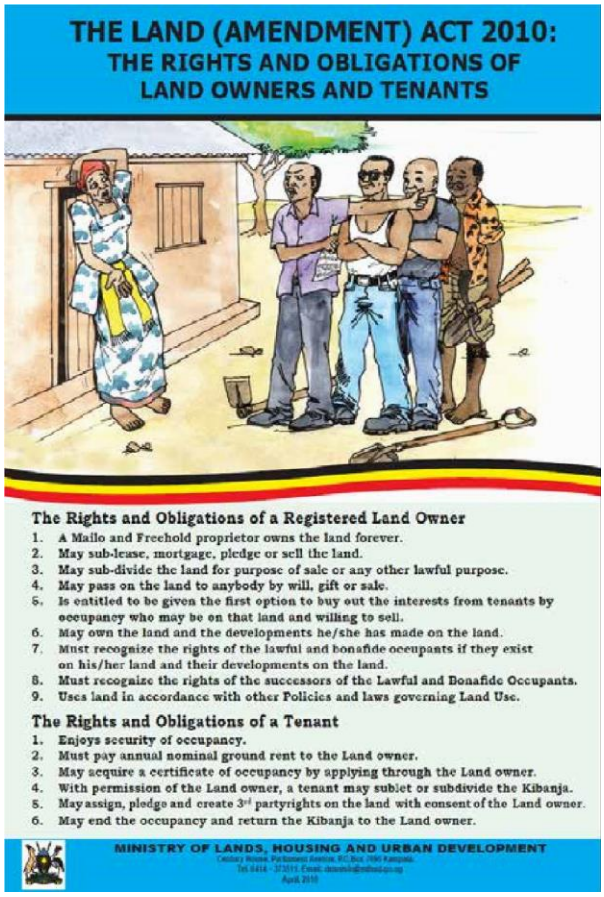
1. The Nearest Police Post Station
2. Land Protection Unit under Police you may call toll free**Tel: No: 0800100999**
3. Magistrate Grade 1 or Chief Magistrate for Court Orders;
4. Ministry of Lands, Housing & Urban Development - Dispute Resolution Desk

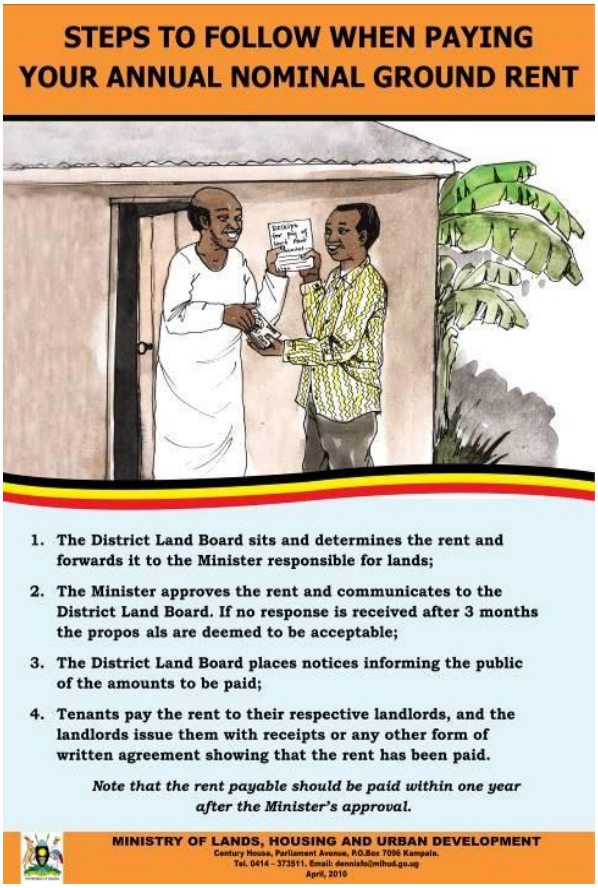
Conclusion

In Uganda the registered owners of land are estimated to be 600,000, while tenants and customary owners are estimated to be over 20 million. Since Uganda is made up of many tribes that live together in harmony, it is important that the mature pro-people attitude of co-existence, which promotes

integration of all Ugandans, is strengthened. This is because it is essential for harmonious development and growth of the economy. Ugandans need to shoulder the spirit of nationalism, because it provides a basis for national unity and positive harmonious way of living.

The following are recommendations from the Ministry of Lands, Housing and Urban Development.





ADVANTAGES AND BENEFITS OF THE LAND (AMENDMENT) ACT 2010

1. It serves interests of both Landlords and Tenants, whose rights and obligations are now better defined and strengthened.
2. It minimizes the conflicts and creates harmony between Land lords and Tenants.
3. It protects the rights of the vulnerable Tenants, who constitute the majority population in Uganda, from untold suffering and becoming landless.

It is a known fact that:

1. Women and children form the majority of Tenants on Registered land;
2. Women and children have previously been vulnerable to and suffered the negative and inhuman consequences of illegal land evictions by unscrupulous individuals.

Now there can be no more illegal land evictions.

MINISTRY OF LANDS, HOUSING AND URBAN DEVELOPMENT
Century House, Parliament Avenue, P.O.Box 7096 Kampala.
Tel. 0414 - 373511. Email: dennisfo@mlhud.go.ug
April, 2010

PENALTIES UNDER THE LAND (AMENDMENT) ACT 2010

1. A person who attempts to evict, evicts, or participates in the eviction of a lawful or bonafide occupant from registered land without an order of eviction, commits an offence, and is liable on conviction to imprisonment not exceeding seven years.
2. Where a person is convicted, court may order that person to pay compensation or damages to the person who was evicted; or make an order for restitution in favour of the person who was evicted.
3. A tenant who sells his or her kibanja to another person without giving the first option to the land owner commits an offence and is liable on conviction to a fine not exceeding Ushs 1,920,000 or imprisonment not exceeding four years or both. The sell shall be invalid and the tenant shall forfeit the right over land and the land shall revert to the land owner.

MINISTRY OF LANDS, HOUSING AND URBAN DEVELOPMENT
Century House, Parliament Avenue, P.O.Box 7096 Kampala.
Tel. 0414 - 373511. Email: dennisfo@mlhud.go.ug
April, 2010

STATUTORY INSTRUMENTS 21st October, 2011
SUPPLEMENT No. 32
STATUTORY INSTRUMENTS SUPPLEMENT
to The Uganda Gazette No. 63 Volume CIV dated 21 st October, 2011
Printed by UPPC, Entebbe, by Order of the Government

STATUTORY INSTRUMENTS
2011 No. 55.
The Land (Annual Nominal Ground Rent) Regulations, 2011
(Under sections 31 and 93 of the Land Act, Cap. 227)

IN EXERCISE of the powers conferred upon the minister responsible for lands by sections 31 and 93 of the Land Act, these Regulations are this 7th day of October, 2011.

1. Title.

These Regulations may be cited as the Land (Annual Nominal Ground Rent) Regulations, 2011.

2. Approved annual nominal ground rent determined by district land boards.

The annual nominal ground rent payable under section 31 of the Land Act as determined by the respective district land boards is approved as specified in Schedule 1.

3. Annual Nominal Ground Rent determined by the Minister.

The annual nominal ground rent payable under section 31 of the Land Act for the areas where the district land board has not determined the rent payable is specified in Scheduled 2.

SCHEDULED 1
APPROVED ANNUAL NOMINAL GROUND RENT DETERMINED BYDISTRICT LAND BOARDS

No.	District	Municipality	Town Council	Town board	Rural area
1.	Abim		20,000/=		5,000/=
2.	Amolatar		30,000/=		5,000/=
3.	Amuru		20,000/=	20,000/=	5,000/=
4.	Hoima		30,000/=		5,000/=
5.	Isingiro		30,000/=		5,000/=
6.	Kabalore	30,000/=	10,000/=		5,000/=
7.	Kamwenge		20,000/=		5,000/=
8.	Kaliro		30,000/=		5,000/=
9.	Koboko		10,000=		5,000/=
10.	Kyenjojo		10,000/=	10,000/=	2,500/=

11.	Lira	30,000/=	20,000/=		5,000/=
12.	Luweero		20,000/=		5,000/=
13.	Masaka	12,000/=	10,000/=		2,500/=
14.	Nakaseke		30,000/=		5,000/=
15.	Namutumba		30,000/=	10,000/=	5,000/=
16.	Ntungamo		30,000/=	30,000/=	5,000/=
17.	Oyam		20,000/=		5,000/=
18.	Pallisa		30,000/=		5,000/=
19.	Rakai		30,000/=	20,000/=	5,000/=
20.	Sembabule		20,000/=	15,000/=	5,000/=
21.	Sironko		30,000/=	30,000/=	5,000/=

SCHEDULED 2
ANNUAL NORMINAL GROUND RENT FOR AREAS WHERE THE DISTRICT LAND BOARD HAS NOT DETERMINED THE RENT PAYABLE UNDER SECTION 31

Land within a city	Land within a municipality	Land within an urban council	Town board	Land within a rural area
50,000/=	40,000/=	30,000/=	20,000/=	5,000/=

PRACTICE DIRECTION No. 1 OF 2007

PRACTICE DIRECTION ON THE ISSUE OF ORDERS RELATING TO REGISTERED LAND WHICH AFFECT OR IMPACT ON THE TENANTS BY OCCUPANCY

Pursuant to the powers conferred upon the Chief Justice by Article 133 (1) of the Constitution this Practice Direction is made to provide guidelines for a fair and smooth operation of orders in respect of registered land which affect or have an impact on tenants by occupancy, and it shall apply to proceedings before the judges, registrars and all courts subordinate to the High Court, including the Land Tribunals and the Local Council Courts.

1. **Security of Tenancy by Occupancy on Registered Land**

(a) The Security of occupancy of tenants on registered land is guaranteed by Article 237 (8) of the Constitution and section 31 of the Land Act, and such tenants are deemed to be tenants of the registered owner.

(b) Section 64 (2) of the Registration of Titles Act makes any land included in any certificate of title subject to the interest of any tenant of the land, though it may not be specially notified as an encumbrance on the certificate.

2. **Determination of Lawful or Bona Fide Occupant**

Where you have to determine whether a tenant is a "lawful" or "bona fide" occupant evaluate the evidence carefully, and establish the origin, succession to or acquisition of the tenancy (Kibanja) by the tenant by occupancy, and take into consideration the various laws, such as the Busuulu and Envujjo Law 1928, the Ankole Landlord and Tenant Law

1937, or the Toro Landlord and Tenant Law 1937, the Land Reform Decree, 1975, and the Land Act, depending on the assertions of either party as to his/her rights.

3. Visit to Locus In Quo

During the hearing of land disputes the court should take interest In visiting the locus in quo, and while there;

(a) Ensure that all the parties, their witnesses, and advocates (if any) are present.

(b) Allow the parties and their witnesses to adduce evidence at the locus in quo.

(c) Allow cross-examination by either party, or his/her counsel.

(d) Record all the proceedings at the locus in quo.

(e) Record any observation, view, opinion or conclusion of the court, including drawing a sketch plan, if necessary.

4. **Orders Relating to Ownership of Land**

(a) Great care should be taken in making orders which affect or impact on the rights of the tenants by occupancy where they have not been parties to a suit, or where they have not been given an opportunity to be heard.

(b) Where a dispute is between a previous and a current registered owner of land, and involves determining an issue of ownership, or title to land, avoid making blanket orders, for example;

(i) For eviction of an unsuccessful party, or putting the successful party in possession, when there is no evidence before court whether or not there are tenants occupying the land.

(ii) For demolition of structures on the land when you have no evidence of who put up or owns the structure.

5. **Orders of Demolition and/or Eviction**

(a) Where you come to a conclusion that a registered land owner has a right to demolish illegal structures on his/her land, you should be specific about the parties whom he/she sued, the parties who constructed the illegal structures on the land, and who have lost the case.

(b) A court, when ordering the eviction of an illegal occupant of registered land, should determine a just and equitable date on which the occupant shall vacate the land and remove the illegal structure, and to determine the date on which a demolition and an eviction order may be carried out if the illegal occupant has not removed himself or herself, and his or her structure, or otherwise vacated the land as ordered.

6. Warrants of Eviction or Possession

When issuing warrants of eviction or to put parties in possession, or to demolish illegal structures, you should exercise diligence and avoid merely copying whatever is contained in applications for execution.

7. Orders for Sale of Immovable Property.

Where orders for sale of immovable property in execution of, and to satisfy a decree, or taxed costs, are made, care should be taken not to infringe on the rights of tenants in occupation of such property, or persons enjoying easements over the property, or the rights of other lawful encumbrancers.

This Practice Direction is made this . *P::. ay*of... - 2007

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CHIEF JUSTICE

LEGAL NOTICES
SUPPLEMENT No. 227th January, 2021.
LEGAL NOTICES SUPPLEMENT to The Uganda Gazette No.9, Volume CXIV, dated 27th January, 2021. Printed by UPPC, Entebbe, by Order of the Government.

Le º al Notice No. 2 of 2021.

THE CONSTITUTION (LAND EVICTIONS) (PRACTICE) DIRECTIONS, 2021

ARRANGEMENT OF PARAGRAPHS

Paragraph

THE CONSTITUTION

The Constitution (Land Evictions) (Practice) Directions, 2021 (Under article 133 (l) (b) of the Constitution)

IN EXERCISE of the powers conferred upon the Chief Justice by article 133 (l) (b) of the Constitution, these Practice Directions are issued this 10th day of February, 2020.

PART I—PRELIMINARY

1. Title.

These Practice Directions may be cited as the Constitution (Land Evictions) (Practice) Directions, 2021.

2. Application.

These Practice Directions apply to all courts of judicature.

3. Objectives of Practice Directions.

The objectives of these Practice Directions are—

(a) to protect proprietary interests and rights as provided for by article 26 of the Constitution;

(b) to promote and ensure respect of the fundamental principles of natural justice;

(c) to promote uniformity and consistency in handling evictions and demolitions;

(d) to promote harmony among the various key stakeholders in the administration of justice; and

(e) to give direction on eviction procedures to judicial officers, litigants, bailiffs, police officers, counsel and other stakeholders.

4. Interpretation.

In these Practice Directions, unless the context otherwise requires—

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"court bailiff' means a person licensed and appointed as such by the Chief Registrar, Deputy Chief Registrar, assistant registrar or Magistrate;

"eviction" means the removal of a person from possession of a proprietary interest through a valid court order;

"local authority" means the administrative unit of a local government;

"locus in quo" means the place or land which is the subjectmatter of a court action;

"order of demolition" means a legally binding order issued by a competent court, compelling or authorising the demolition of a structure or building;

"order of eviction" refers to a legally enforceable order issued by a competent court and signed by a judge, magistrate or registrar, to vacate a property;

"proprietary interest" means a tangible or non-tangible right accorded to a property owner.

PART 11-—PRINCIPLES AND REQUIREMENTS

5. Principles for eviction and demolition.

Evictions and demolitions shall be carried out in accordance with the following principles—

(a) every eviction or demolition shall be preceded by a valid court order, properly identifying the persons taking part in the eviction or demolition and upon presentation of the formal authorisations for the eviction or demolition;

(b) the police and local authority of the area shall be notified and shall be present to witness the eviction or demolition and the police shall preserve law and order during the eviction or demolition;

(c) every eviction or demolition shall be carried out in a manner that respects the dignity, right to life, property and security of all persons affected;

(d) measures shall be taken to ensure the effective protection of vulnerable persons, including women, children, the elderly and persons with disabilities;

(e) there shall be no arbitrary deprivation of property or possessions as a result of an eviction;

(I) a court bailiff carrying out an eviction shall ensure the provision of storage facilities to store property from eviction or demolition sites for a period of fourteen days, in order to protect the property and possessions from destruction;

(g) persons carrying out an eviction or demolition shall respect the principles of necessity and proportionality, prior to and during the eviction or demolition;

(h) persons to be evicted shall be given an opportunity to salvage property or remove illegal structures; and where a person does not comply, the eviction or demolition shall be carried out; and

(i) evictions or demolitions shall only be carried out between the hours of 8:00am and 6:00pm and no eviction shall be carried out on a weekend, during court vacation or on a public holiday.

6. Requirements for eviction and demolition.

Before an eviction or demolition is carried out— 5

(a) there must be a valid court order or decree directing the eviction or demolition;

(b) there must be an order of eviction or demolition, clearly stating the name of the person or persons to be evicted or the illegal structure to be demolished;

(c) there must be a notice of eviction or demolition issued to the affected person or persons to be affected;

(d) there must be a warrant of eviction or demolition.

PART Ill—ORDERS, NOTICE AND WARRANTS

7. Order of eviction.

An order of eviction shall be in Form A set out in the Schedule to these Practice Directions and shall state—

(a) the particulars of the person or persons to be evicted;

(b) the date of the eviction, being not less than ninety days and not more than one hundred and twenty days after the date of the Order, by which the person to be evicted should have vacated the land; and

(c) any other matter as the court may deem fit.

8. Order of demolition.

(l) Where the court determines that a registered land owner or a person with interest in land has a valid claim to demolish an illegal structure on his or her land, the court shall issue an order of demolition.

(2) An order of demolition shall be in Form A set out in the Schedule to these Practice Directions and shall state— (a) the identity of the plaintiff or plaintiffs;

(b) the identity of the defendants or affected persons;

(c) the date for the demolition; and

(d) the persons who constructed the illegal structures on the land.

(3) A court shall, when ordering the demolition of an illegal structure—

(a) determine a just and equitable date by which the occupants of the illegal structure shall vacate the land;

(b) give the owner or proprietor an opportunity to remove the illegal structure; and

(c) determine the date on which the order of demolition and eviction may be executed if the illegal occupant has not removed the structure, or otherwise vacated the land, as ordered.

9. Notice of eviction or demolition.

(l) A court shall, when issuing an order of eviction or demolition, issue adequate and reasonable notice of eviction or demolition of not less than ninety days and not more than one hundred and twenty days to the affected person or persons.

(2) The notice of eviction or demolition shall be in Form B set out in the Schedule to these Practice Directions and shall contain— (a) the particulars of the land to which the notice relates; (b) the reasons for the proposed eviction or demolition; and

(c) any other relevant information on the eviction or demolition.

7

(3) Notice of an eviction or demolition may be broadcast at public barazas or other broadcast media in English and in a local language or other language commonly spoken in the area.

10. Warrant of eviction or demolition.

(1)A judgment creditor or the advocate of the judgment creditor shall apply for a warrant of eviction or demolition in the court responsible for execution.

(2) The application under subparagraph (l) shall state— (a) the mode by which execution shall be effected;

(b) the actual description of the land and where the land is registered and the full particulars of the land;

(c) the developments on the land, if any, including buildings, crops and other developments; and

(d) the persons to be evicted.

(3) The court shall, before issuing a warrant of eviction or demolition, take into account and be guided by—

(a) the court records including judgements and orders; and

(b) the record of proceedings at the locus in quo during the trial.

(4) Where the judge, magistrate or registrar is satisfied with the application under subparagraph (l), he or she shall issue a warrant of eviction or demolition to a court bailiff.

(5) The court shall, when issuing an order or warrant under this Part, exercise due diligence to avoid sanctioning inaccurate information that may be included in the application.

ll. Execution of order of sale of immovable property, etc.

Where the court makes an order of sale of immovable property in execution of and to satisfy a decree or an order as to taxed costs, care shall be taken not to infringe on the rights of tenants in occupation of the property or persons enjoying easements over the property or the rights accruing from other lawful encumbrances.

12. Return of eviction or demolition.

Every court bailiff shall, after carrying out an eviction or demolition, file in court a return on the eviction or demolition in Form C set out in the Schedule to these Practice Directions.

SCHEDULE

FORM A

ORDER OF EVICTION/DEMOLITIOIN

Paragraphs 7, 8(2)

THE REPUBLIC OF UGANDA

IN THE HIGH COURT OF UGANDA AT.....

.....JUDGMENT CREDITOR/PLAINTIFF

VERSUS

.....JUDGMENT DEBTOR/DEFENDANT

ORDER OF EVICTION*/DEMOLITION*

WHEREAS by a Judgment/Order/Decree of this Court dated .....the Court made the following orders— (a)

(b) (c)

(d)

AND WHEREAS A Notice of EVICTION*/DEMOLITION * dated .....against the judgment debtor herein, was served upon the said .....*Delete whichever is inapplicable.

AND WHEREAS the said .....has not complied with the said Notice;

IT IS HEREBY ORDERED that.....be evicted forthwith from the land at.....

OR the developments on land at.....be demolished forthwith.

IT IS FURTHER ORDERED that a return of eviction /demolition be filed in this Court on or before.....

GIVEN under my hand and the Seal of this Court this.....day of ..... 20.....

Judge/Magistrate /Registrar

FORM B
Paragraph 9(2)
NOTICE OF EVICTION/DEMOLITION
WHEREAS by a Judgment/Order/Decree* of the Court dated ……the judgment creditor obtained an order of eviction/demolition
NOTICE IS HEREBY GIVEN OF EVICTION/DEMOLITION* of the development at ……within
……days from the date of this notice and in any case, on or before the day of……20……
If you do not vacate the land/property/remove the illegal structure by the date stated above, eviction/demolition* shall take place without any further warning.
Given under my hand and the Seal of this Court this……day of ……20
……

Judge/Magistrate/Registrar
*Delete whichever is inapplicable.

FORM C
Paragraph 12
RETURN OF COURT BAILIFF ON EVICTION/DEMOLITION
……JUDGMENT CREDITOR/PLAINTIFF
VERSUS
……JUDGMENT DEBTOR/DEFENDANT
RETURN OF ICTION /DEMOLITION

	Particulars of Court Bailiff Full name of the court bailiff (Attach copy of licence. appointment letter and National ID)	
2	Telephone mobile number of court bailiff	
3	Physical address of court bailiff	

4	Names of person or persons affected by the eviction/demolition (State particulars ofpersons af/ècted b)' eviction/ demolition found on the land/structure and any propertyfound on the land/structure.)	
5	Location of the land affected by the eviction/ demol ition Order, (State particulars of the land and attach sketch map ofthe land and certificate of visit to the land.)	
6	Date. (Insen date of-eviction)	
7	Date on which eviction/demolition took place. (Provide proof'ofnotification /sensili:ation)	
	ame s o tie persons present urmgt leevlctlon demolition. (State area police ofparties and names ofofficer(s) Position/Rank Signature Area LCI Chairperson. Others present Names of TV Station(s), radio station, media present. Property at the location.) (Attach proof ofvisit to the land.)	

9	Any other information that may be relevant to the Court.	

Dated at……this……day of. . .……, 20……..

COURT BAILIFF

BART.M. KATUREEBE, Chief Justice.

CORRUPTION

Corruption is a major issue in land law in Uganda, and has been linked to illegal land transactions and land grabbing. As earlier noted, there are laws and regulations governing land use, notwithstanding, some people, find themselves barred from for instance constructing in wetlands but circumvent the law by bribing the enforcement officials concerned and act contrary to the law.
This has long lasting and dire impact on the lives of people, for instance floods, loss of lives due to collapse of such buildings and cases have been registered in Kampala and other urban areas.

Land use planning

Since land is vested in citizens individually or communally rather than the government, there is less control on the land use activities. It is left to be determined by the dictates of the land owners and forces of demand and supply.
This has culminated into unplanned land use for example, in rural areas, majority of the population predominantly relies on agriculture for survival. However, some wealthy people have purchased large chunks of land taking advantage of their poverty and vulnerability.
These wealthy people plant for example plant trees everywhere such along streams/ water sources and wetlands, around the local population's plantations among others. This has culminated into increasing water shortage, low land productivity due to the eucalyptus trees that drain much of the water in the soil.
This has left the rural population into starvation due to limited access to land, low fertility of the soils and water shortage and there is a looming disaster of famine. Instead, the government would have developed stringent restrictions and regulations on land use whereby prior to establishment of a project on land, an assessment is made taking into consideration the interests of the community and hence direct what should be carried on a subject land and in what manner. But this is dependent on whether this won't be interfered with by corruption.
I would therefore suggest that let tree planting be carried out on slopes of hills and leave the valleys and wetlands for cultivation and water conservation.

In some countries such as Rwanda, buildings are constructed alongside roads and the rest of the area is reserved for agriculture and what is carried on that land is verified by government. This has at the same time stimulated its urbanisation.
Whereas land is individually owned, the consequences of its utilization impact the entire society just like we saw water shortages, famine and drought. This is why the government needs to extend its intervention.

Pollution

Pollution in Uganda is at a high rate; it occurs in diverse ways for instance dumping of industrial wastes, plastics, household wastes have greatly and indeed enormously affected land productivity. In addition, noise pollution is alarming especially in Kampala and other urban centres which hampers people from developing certain areas as some of their ventures cannot accommodate such an environment.
There has great concern on the noise from places of worship which some of them disturb neighbours' peace throughout both day and night. One would not think of constructing rentals or hotel or lodges around such places and this impedes land development.
Air pollution, in addition, does not only escalate the susceptibility of people to air borne diseases but also results into global warming which gravely affect vegetation and land ultimately hence low land productivity due to prolonged droughts.

Religion versus culture in relation to proprietary rights

Religions and culture have far-reaching implications in land ownership and rights especially in terms of gender and the judiciary has always intervened to strike a balance between the controversial religious and cultural rights guaranteed under the constitution.[193]
Religion and culture have long held the same view in women and men owning property despite the modern transformation and change of their perspective by the advent of liberalism. Initially, women had no rights to own property such as land, however, with the onset of education and the new legal regime, the same have been accorded equal rights and opportunities as every other human being.[194]
Accordingly, women have been conferred equal rights before, during and after marriage and upon dissolution of the same, each is entitled to a certain portion in the matrimonial home and this share is subject to numerous considerations.
However, regardless of the intervention of the judicially in balancing these controversial aspects, culture and religion still have enormous influence in resource allocation specifically land most especially in rural areas where most of them are either illiterate or rigidly inclined to cultural beliefs and principles.
Worth to note is that the constitution recognizes cultural rights but these are only acceptable and applicable where they are not inconsistent with it and are not repugnant to natural justice, good conscience and morality.[195]

Population growth and density

[193] article 37,
[194] article 33,
[195] r v amkeyo, article 2

It is undisputable that land is fixed whereas population grows at a geometrical rate. As population increases, more pressure is exerted on land and it resources and this inevitably culminates into land fragmentation. Even within such circumstances, a section of individuals scrambles for large chunks of land which results into unfair distribution and access to land which exacerbates land fragmentation.

This makes productivity of the population difficult and this has dire consequences such limited food security.

It is high time the government designed a framework which designates certain areas for specific purposes. For example, I would suppose that we adopt the space and construction storied residential houses. To be specific, people can start utilizing land vertically rather than horizontally. Areas of residence and areas of business as well as those for agriculture can be centrally be determined by the government.

One obvious question that I may be summoned with off this page is whether the cost of construction of storied buildings is affordable to low-income earners? It can be a gradual process and again the government can play a role in encouraging and subsidizing the same by reducing taxes and costs of such requirements. Imagine a situation where a father constructs the ground floor, the soon adds first floor and the process continues up to appropriate heights in that lineage or be it another person renting the space above another's house.

One may wonder, why interest yourself in space, I invite you to the definition of land as spelt out and discussed in chapter one of this book. People can as well adopt starting construction from certain depth in the ground to maximize the space available for such in a minimized horizontal utilization. Whether this is viable depends on how govern structures the policy and framework but gradually, it would save space and pressure on land.

CHAPTER ELEVEN

EMERGING AREAS OF LAND LAW IN UGANDA

Urban redevelopment

Urban redevelopment is conceptually similar to land readjustment, with the exception that it happens in existing urban areas and often involves a rezoning by the government of a given area from a low-density (single-family housing) to higher-density (mixed-use or commercial) development. It is also accompanied by a provision of infrastructure improvements (mass transit, such as metro lines) that can support such up-zoning.[196]

Alternatively, urban redevelopment signifies demolition and reconstruction or substantial renovation of existing buildings or infrastructure within urban infill areas or existing urban service areas.

As part of this process, a government assembles the individual private properties and undertakes a new higher development plan and delivers the necessary infrastructure. At the end, the government returns to each landowner a share of the overall new development that is equivalent to their original land or property ownership. It retains a share of the development that it then sells to recover the cost of the infrastructure improvement.

Where the world is heading, there is a great need for urban planners and policy makers to cope up with the rapidly growing population and the dwindling available resources. Transport systems, residential and commercial centres, recreational, agricultural, administrative and educational centres are given their respective areas. In addition, urban redevelopment calls for drainage and waste system management.

This has proven effective in countries like Singapore, Argentina (Buenos Aires), South Korea (Seoul). It is an area Uganda needs to venture and get interested in to have smart and clean cities.

CARBON SEQUESTRATION

Carbon sequestration refers to the process of capturing and storing carbon dioxide (CO2) from the atmosphere or other sources, such as power plants and industrial processes, in order to reduce greenhouse gas emissions that contribute to climate change.

There are several methods of carbon sequestration, including:

Terrestrial sequestration: This involves capturing and storing carbon in soils, trees, and other plants. Trees and other vegetation absorb carbon dioxide during photosynthesis and store it as biomass, which can then be stored in the soil when the plant dies.

[196] **https://urban-regeneration.worldbank.org/node/32**

Geological sequestration: This involves injecting carbon dioxide into geological formations, such as depleted oil and gas reservoirs, coal seams, or deep saline aquifers. The carbon dioxide is stored underground and can be monitored to ensure it remains in place.
Ocean sequestration: This involves capturing carbon dioxide from the atmosphere and injecting it into the ocean, where it can be stored for long periods of time
Carbon sequestration has the potential to help mitigate the effects of climate change by reducing greenhouse gas emissions, but it is not a silver bullet. It should be used in combination with other strategies to reduce emissions, such as energy efficiency, renewable energy, and electrification of transportation.
Carbon dioxide is the most commonly produced greenhouse gas. Carbon sequestration is the process of capturing and storing atmospheric carbon dioxide[197]. It is one method of reducing the amount of carbon dioxide in the atmosphere with the goal of reducing global climate change.[198]
The issue of carbon emission has become a pertinent in relation to climate change and it attract concern on the international arena. Conventions, protocols and agreements have been signed to clamp down on the same.
Uganda recently enacted a law on climate change that is the Climate Change Act. This clearly indicates Uganda's willingness to reduce and co-operate in in quelling this problem.
This necessity has come with need to devise means in which carbon can be regulation to supplement the natural means such as plant that absorb the same for photosynthesis.

Sustainable Land Management
Sustainable land management is the use of land to meet changing human needs (agriculture, forestry, conservation), while ensuring long-term socioeconomic and ecological functions of the land. It is a knowledge-based procedure that helps to integrate land, water, biodiversity and environmental management to meet rising food and fibre demands while sustaining ecosystem, services and livelihoods.
It is a necessity given the current growing population where there is need to meet its demands. Improper land management exposes land to degradation and affects biodiversity and escalates greenhouse gases.
Land provides an environment for agricultural production, but it also is an essential condition for improved environmental management, including source/sink functions for greenhouse gases, recycling of nutrients, amelioration and filtering of pollutants, and transmission and purification of water as part of the hydrologic cycle.
The objective of sustainable land management (SLM) is to harmonise the complimentary goals of providing environmental, economic, and social opportunities for the benefit of present and future generations, while maintaining and enhancing the quality of the land (soil, water and air) resource.
Sustainable land development involves preserving and enhancing the productive quality of land, sustaining productive forest areas, and water supply and water conservation zones. It also encompasses efforts and actions to stop and reverse degradation.

[197] https://urban-regeneration.worldbank.org/node/32
[198] "what is carbon sequestration? | u.s. geological survey". Www.usgs.gov. Retrieved february 6, 2023

Sustainable land management is a necessary building block for sustainable agricultural development. Sustainable agricultural development, conservation of natural resources, and promoting sustainable land management are major elements sustainable land management.
Sustainable land management combines technologies, policies, and activities aimed at integrating socioeconomic principles with environmental concerns, so as to simultaneously:
Maintain and enhance production (productivity)
Reduce the level of production risk, and enhance soil capacity to buffer against degradation processes (stability/resilience)
Protect the potential of natural resources and prevent degradation of soil and water quality (protection)
Be economically viable (viability)
Be socially acceptable, and assure access to the benefits from improved land management (acceptability/equity)
The definition and these criteria, called pillars of SLM, are the basic principles and the foundation on which sustainable land management is being developed. Any evaluation of the sustainability has to be based on these objectives: productivity, stability/resilience, protection, viability, and acceptability/equity.[199] The definition and pillars have been field tested in several countries, and they were judged to provide useful guidance to assess sustainability.
Principles and criteria for sustainable land management
Experiences gained from field projects in developing and developed countries has identified a series of principles (lessons learned) for sustainable land management, and these can be used as general guidelines for development projects.[200] The most useful of these are summarised below:

Global concerns for sustainability
Sustainability can be achieved only through the collective efforts of those immediately responsible for managing resources. This requires a policy environment that empowers farmers and other, local decision makers, to reap benefits for good land use decisions, but also to be held responsible for inappropriate land uses.
Integration of economic and environmental interests in a comprehensive manner is necessary to achieve the objectives of sustainable land management. This requires that environmental concerns be given equal importance to economic performance in evaluating the impacts of development projects, and that reliable indicators of environmental performance be developed.
There is urgent need to resolve the global challenge to produce more food to feed rapidly rising global populations, while at the same time preserving the biological production potential, resilience, and environmental maintenance systems of the land. Sustainable land management, if properly designed and implemented, will ensure that agriculture becomes a part of the environmental solution, rather than remaining an environmental problem.

Sustainable Agriculture
More ecologically balanced land management can achieve both economic and environmental benefits, and this must be the foundation (linchpin) for further rural interventions (investments). Without good land management, other investments in the rural sector are likely to be disappointing.

[199] (smyth and dumanski, 1993)
[200] (dumanski, 1994; 1997; world bank, 1997)

At the same time, arguing for the continued maintenance of agriculture without reference to environmental sustainability is increasingly difficult. Indicators of land quality are needed to guide us along the way.
Agricultural intensification is often necessary to achieve more sustainable systems. This requires shifts to higher value production, or higher yields with more inputs per unit of production and higher standards of management (more knowledge intensive). However, sustainable agriculture has to work within the bounds of nature not against them. Many yield improvements can be achieved by optimizing efficiency of external inputs rather than trying to maximize yields.
The importance of off-farm income should not be underestimated because it;
Supplements cash flow on the farm, generates an investment environment for improved land management, and therefore reduce production pressures on land.

Sharing responsibilities for sustainability
Farmers and land managers must expand their knowledge of sustainable technologies and implement improved procedures of land stewardship. The preferred option is not to tell the farmer what to do (command and control legislation), but to create an enabling environment through policy interventions where farmers are free to make the right choice. A policy environment where farmers are more empowered, but also held accountable, for achieving the objectives of sustainable land management is essential.
However, sustainable land management is the responsibility of all segments of society. Governments must ensure that their policies and programs do not create negative environmental impacts, and society needs to define requirements for land maintenance and develop a "social" discount rate for future land use options that encourages the most sustainable use.
Concerns for sustainable land management go beyond agriculture to include the legitimate interests of other aspects of land stewardship, including wildlife, waterfowl and biodiversity management. There is increasing evidence that society is demanding that farmers become stewards of rural landscapes, and that agriculture become more than simply putting food on the table. Many of society's environmental values may not represent economic gains for farmers, however, and farmers cannot shoulder all the costs of environmental maintenance.
Sustainable land development is another area that Uganda needs and is yet to explore as the population and its demands are gradually overwhelming the available land and its resources.
Uganda has made efforts towards this through its legislations on environment and land use.[201] However, the government has both been reluctant in enforcement and has limited control over land since it is vested in the citizens and of course inadequate planning.

Conservation easements
A conservation easement is a voluntary, legal agreement that permanently limits uses of the land in order to protect its conservation values. Also known as a conservation restriction or conservation agreement, a conservation easement is one option to protect a property for future generations.
Land and generally environment conservation have been major areas of focus by various countries so as to preserve the same for the future generations. This has seen the necessity to mitigate emissions to combat climate change so that the future generations are not left to suffer dire conditions.

[201] national environmental management act, national forestry act

A conservation easement is also called conservation covenant or conservation servitude and it signifies the power invested in a qualified private land conservation organization or government to constrain, as to a specified land area, the exercise of rights otherwise held by a landowner so as to achieve certain conservation purposes.
It is an interest in real property established by agreement between a landowner and land trust or unit of government. The conservation easement "runs with the land", meaning it is applicable to both present and future owners of the land. The grant of conservation easement, as with any real property interest, is part of the chain of title for the property and is normally recorded in local land records.
The conservation easement's purposes will vary depending on the character of the particular property, the goals of the land trust or government unit, and the needs of the landowners. For example, an easement's purposes (often called "conservation objectives") might include any one or more of the following:
Maintain and improve water quality;
Perpetuate and foster the growth of healthy forest;
Maintain and improve wildlife habitat and migration corridors;
Protect scenic vistas visible from roads and other public areas; or
Ensure that lands are managed so that they are always available for sustainable agriculture and forestry.
I must reiterate that the interests of the public with rapidly growing population are at stake and there is need to devise conservation measures to prevent depletion and contamination of essential resources such as forests, water and air.

Environmental law
Environmental law in Uganda is also one of the major areas that rapidly growing concern following the climate change issue on the international spectrum. Uganda ratified the Paris Agreement of 2015 and other treaties related to climate, pursuant to these agreements, Uganda enacted National Climate Change Act in 2022.
The Constitution, being the supreme law in Uganda, provides for environmental protection and conservation. It sets out, in the National Objectives and Directive Principles of State Policy 138, that the State shall promote sustainable development and public awareness of the need to manage land, air, water resources in a balanced and sustainable manner for the present and future generations.
Furthermore, the Constitution provides that the utilization of natural resources of Uganda is to be managed in such a way as to meet the development and environment needs of present and future generations of Ugandans. Particularly, the State is entailed to take all possible measures to prevent or minimize damage and destruction to land, air, and water resources due to pollution or other causes.
The Constitution also imposes a duty on the state to protect important natural resources, including land, water, minerals, oil, fauna and flora on behalf of the people of Uganda. Article 245 of the Constitution[202] provides that Parliament shall, by law, provide for measures intended: to protect and preserve the environment from abuse, pollution and degradation; to manage the environment for sustainable development; and to promote environmental awareness. This has seen the implementation through enactment of various statutes which inter alia include; the National

[202] 1995 Constitution as Amended

Environment Act, the Water Act, the Forest and Tree Planting Act, the Local Governments Act, and the Wildlife Act.

National Environment Act of 2019 spells out pertinent issues such as, land use planning, management and conservation, biodiversity, water, wetlands, pollution among others. It is noteworthy that Uganda is good at legislating but grapples with implementation. There is lack of consistencies in enforcement and implementation partly due to corruption.

The National Environment Act has a somewhat comprehensive framework to ensure sustainable environment and resource utilization. It provides for regulation of activities in different areas such as wetlands, water catchment areas such as lakes, hilly and mountainous areas and sustainable use of these resources. It also requires conduction of impact assessment before such activities are carried out.[203]

Various non-governmental organisations especially foreign as well as other partners have picked interest in this sphere.

Eminent domain

Eminent domain refers to the power of the government to take private land for public use under certain circumstances.[204] Literally, this signifies the popular "compulsory land acquisition" as spelt out under the 1995 constitution.

It provides "No person shall be compulsorily deprived of property or any interest in or right over property of any description except where the following conditions are satisfied—

(a) The taking of possession or acquisition is necessary for public use or in the interest of defence, public safety, public order, public morality or public health; and

(b) The compulsory taking of possession or acquisition of property is made under a law which makes provision for—

(I) prompt payment of fair and adequate compensation, prior to the taking of possession or acquisition of the property; and

(ii) A right of access to a court of law by any person who has an interest or right over the property".

Pursuant to this provision, an Act to effect it was enacted and it is currently the law that govern compulsory land acquisition. This is the Land Acquisition Act. It was promulgated to prescribe the manner within which government acquires land and provided for compensation, and its manner, of land owners.

Despite the existence of this Act and the provision enshrined in the constitution protecting rights of land owners until promptly and adequately recompensed, the government has experienced and indeed at some point I think, regret why it did not vest land in itself. This follows complaints by the president on several occasions and national address complaining about delays of infrastructures due to hefty costs of compensation demanded by property owners. He, on one national address, proposed for amendment of this law.

This saw the tabling of a bill to amend Article 26 of the constitution to effect that purpose.[205]

There have also been several controversial discussions to do away with Mailo land tenure and the president's concern surfaced in that matter where he was suggesting so.

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[203] articles 47, 48, 113, 114, 157, etc of the national environment act

[204] article 26 (2) of the 1995 constitution of the republic of uganda.

[205] https://landportal.org/node/62731 (constitutional amendment bill no.13 of 2017)

This clearly indicates that the issue of converting land all land into public land is looming and the government might be seeing it as the appropriate way to effect government policies.
During the regime of Idi Amin in 1975, under the Land Reform Decree, all land in Uganda was declared public land and every citizen had to obtain a lease from the government and particularly Uganda Land commission.

Land Banking

A land bank refers to an area of land owned by a person or organization that is considered as an asset because it could be used for building property on in the future.206 It is a parcel or parcels of land or real estate held in trust, as for future development.[207]
Land banking usually describes a situation where a property developer buys a plot of land to develop at some point in the future. In the meantime, the land is considered to be held in their land bank. It is something usually done by house builders. Some land is acquired and held. The intention is that houses will eventually be built on it - at some point. The land may be left unused or put to some meantime use, such as being used as a temporary car park. It may be held for a year or two or over several decades.[208]
This usually happens whereby knowledgeable investors tend to scramble for buying land in undeveloped and cheap areas where they speculate development to happen in the near future.
It is common in areas where infrastructural development is anticipated to kick-start, usually rural and bushy or forested areas. It is common practice where valuable minerals have been discovered or are under exploration. A case in point is the Albertine region where masses were striving to buy land around Lake Albert where oil has recently been discovered.[209]
They do so in the hope that the value of this land will exponentially appreciate, or to develop that land in future when the same appreciates. People tend to avoid saving their money in banks and opt to save the same in real estate.
The challenge with this is the fact that if you have no clear and strategic blueprint, it may end up in costly and uneconomical. This is because in some countries, they pay property tax upon acquisition failure of which results into the government attaching a lien thereon. Usually, in such circumstances, the said investors devise some activities to be carried on the same in the meantime to enable them meet those mandatory requirements.
As development is gradually extending to different parts of Uganda, this is another emerging area of land law and we have seen increase in real estate investors and companies two decades ago.

Landlord-Tenant law

This is an interesting area with increase in population, labour mobility and commercialization of the economy. There is a growing demand for land and/ or its attachments such as buildings for both commercial and residential purposes. In addition, not everyone in Uganda has the capacity to purchase land in freehold and acquiring leases may prove lucrative and cheaper.

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[206] https://dictionary.cambridge.org/dictionary/english/land-bank
[207] https://www.collinsdictionary.com/dictionary/english/land-bank
[208] https://www.propertyinvestmentsuk.co.uk/land-banking/
[209] https://www.newvision.co.ug/news/1142828/scramble-bunyoro-truth

The available land area, when compared with the geometrically growing population, it is apparent that it will not accommodate the latter. This implies that the relationship of landlord- tenant will grow and issue revolving this arena will be novel in our day-to-day life.
Uganda has recently enacted law regulating the relationship between landlords and tenants.[210] It spells out the obligations, rights and duties of landlords and tenant as well as terms and conditions surrounding their relationship.

Landlord tenant disputes
Landlord-tenant disputes are a common occurrence in Uganda, as in many other parts of the world. The relationship between landlords and tenants is regulated by the law, and it is important for both parties to understand their rights and responsibilities to avoid disputes.
One of the main causes of disputes between landlords and tenants in Uganda is rent payment. Tenants sometimes fail to pay rent on time or in full, while landlords may try to increase rent without notice. This can lead to tension and disagreement between the parties. Other causes of disputes can include breach of lease agreements, failure to maintain the property, and illegal evictions.
When a dispute arises, it is important for both parties to try and resolve it amicably through negotiations. If negotiations fail, the dispute can be taken to court.
To avoid disputes, landlords and tenants should make sure they understand their rights and responsibilities. Landlords should ensure that they provide tenants with written agreements that clearly state the terms and conditions of the tenancy, including the rent and any maintenance obligations. Tenants should make sure they pay rent on time and take care of the property. Both parties should communicate openly and honestly with each other to resolve any issues that may arise.
In conclusion, landlord-tenant disputes are a common occurrence in Uganda, but they can be avoided or resolved through effective communication and understanding of the law. Both landlords and tenants should be aware of their rights and responsibilities to avoid disputes and promote a harmonious relationship.

Landlord -tenant mediation
When disputes arise between landlords and tenants, it can be a challenging and stressful situation for both parties. This is where landlord tenant mediation can come in handy. Mediation is a process of resolving conflicts with the help of a neutral third party who can assist in reaching a mutually acceptable agreement.
Landlord tenant mediation is a voluntary process that aims to facilitate communication between landlords and tenants, and to help them reach an agreement that is fair and satisfactory for both parties. This process can be initiated by either the landlord or the tenant, and it can be done at any time during the tenancy.

The mediation process typically involves the following steps:
Agreement to mediate: Both the landlord and the tenant must agree to participate in the mediation process. This agreement can be made in writing or verbally.

[210] landlord and tenant act of 2022

Selection of mediator: The parties can choose a mediator themselves or request the assistance of a mediation service provider.
Preparation: Both parties should prepare for the mediation session by gathering any relevant documents, such as the lease agreement, correspondence, or any other evidence that may be useful in resolving the dispute.
Mediation session: The mediator will facilitate a conversation between the landlord and the tenant, allowing each party to express their concerns and perspectives. The mediator will help them identify the key issues and explore possible solutions.
Agreement: If the parties reach an agreement, it will be put in writing and signed by both parties. If no agreement is reached, the parties can still seek other avenues to resolve their dispute, such as through a court or arbitration.
Landlord tenant mediation has several benefits. Firstly, it is a much quicker and less expensive process than going to court or arbitration. It also allows the parties to maintain control over the outcome, rather than leaving it to a third party. Mediation can also help to preserve the landlord-tenant relationship, which is especially important if the tenant plans to continue renting from the landlord.
Mediation can be used to resolve a wide range of disputes, including issues related to rent, repairs, security deposits, and other tenancy-related matters. It is important to note that mediation is not appropriate for every situation. For example, it may not be suitable for cases involving serious criminal behaviour or cases where one party is unwilling to compromise.
In Uganda, landlord-tenant disputes are usually resolved amicably or through mediation, however, like earlier stated, once this option is unsuccessful, parties can seek redress from court.
The law governing the relationship between landlord and tenant is the Landlord and Tenant Act of 2022. Resolution of disputes arising out of this relationship is not explicitly spelt out but is implicitly reflected in the second schedule where the format of Landlord- Tenant agreement is prescribed. This implies that the parties are given choice to determine where to refer their matter.
In practice, whilst drafting tenancy agreements, parties usually incorporate a clause to the effect that disputes arising there out will be first addressed to a mediator or arbitrator prior to recourse of court of law.
Like already highlighted, tenancy is one of the growing areas in Uganda given the astronomical increase in population and business activities as well as labour mobility. This implies that this is an area that is attracting concern and Uganda must be ready to incept a framework to ensure the effectiveness of this sector.
In conclusion, landlord tenant mediation is an effective way to resolve disputes between landlords and tenants. It is a voluntary, informal, and confidential process that can save time, money, and help preserve the relationship between the parties. Landlords and tenants who are experiencing conflict should consider mediation as a first step towards finding a mutually agreeable resolution to their dispute.

Land use zoning

Land use zoning is the practice of dividing land into various designated areas that serve different purposes such as residential, commercial, industrial, recreational, and agricultural. The aim of land use zoning is to regulate the use and development of land in a way that ensures efficient use of resources, protects the environment, and improves the quality of life for residents.

The concept of land use zoning emerged in the early 20th century as a response to rapid urbanization and the need for better urban planning. Prior to this, cities were often built in an ad-hoc manner, with residential, commercial, and industrial activities mixed together in a haphazard way. This led to a number of problems such as traffic congestion, pollution, and overcrowding, which made cities less inhabitable.

To address these issues, land use zoning was introduced as a way to regulate the use and development of land in a systematic way. Under a zoning system, different areas of land are designated for specific uses. For example, residential areas are reserved for housing, while commercial areas are reserved for businesses. Industrial areas are designated for factories and warehouses, while recreational areas are set aside for parks and other leisure activities.

Land use zoning has several benefits. First, it promotes efficient land use by ensuring that each area of land is used for its most suitable purpose. This can help to reduce traffic congestion and make cities more walkable and bikeable. Second, zoning can help to protect the environment by limiting development in sensitive areas such as wetlands or wildlife habitats. Third, zoning can improve the quality of life for residents by ensuring that residential areas are free from the noise and pollution associated with industrial activities.

However, land use zoning also has its drawbacks. One of the main criticisms of zoning is that it can be inflexible and can stifle creativity and innovation in urban planning. Zoning can also lead to the concentration of poverty in certain areas, as lower-income residents are often relegated to living in areas that are zoned for cheaper housing.

In recent years, there has been a shift towards more flexible zoning regulations, such as form-based codes and mixed-use zoning. Form-based codes focus on the physical form of buildings rather than their use, while mixed-use zoning allows for a mix of residential, commercial, and other uses within a single area. These new approaches to zoning aim to promote more diverse and vibrant communities while still ensuring that land is used efficiently and sustainably.

In conclusion, land use zoning is an important tool for urban planning that can help to promote efficient land use, protect the environment, and improve the quality of life for residents. While there are some drawbacks to zoning, new approaches such as form-based codes and mixed-use zoning are helping to make zoning more flexible and adaptive to the changing needs of urban areas. As cities continue to grow and evolve, land use zoning will remain a critical part of urban planning and development.

Agricultural law

Agricultural law refers to the legal rules and regulations that govern the production, distribution, and sale of agricultural products. The agricultural industry is crucial to the global economy, providing food and other resources for people around the world. As a result, agricultural law has significant implications for both farmers and consumers.

Agricultural law covers a wide range of legal issues, including property rights, environmental regulations, labour laws, and trade policies. For example, property rights in agricultural law refer to the ownership and use of land, water, and other resources. This can include issues related to land use and zoning, conservation easements, and water rights. Environmental regulations in agricultural law include laws that regulate the use of pesticides, herbicides, and other chemicals, as well as laws that protect endangered species and regulate the use of natural resources.

Labour laws are also a significant component of agricultural law. These laws regulate the employment of agricultural workers, including issues related to minimum wage, working

conditions, and workplace safety. Additionally, trade policies in agricultural law refer to international trade agreements that impact the import and export of agricultural products.

One of the most important aspects of agricultural law is food safety. Food safety laws and regulations are designed to ensure that the food we eat is safe and free from harmful contaminants. These laws cover everything from the handling and processing of food to the labelling and packaging of products. In addition to protecting consumers, food safety laws also protect farmers and producers by setting standards for the production and sale of agricultural products.

In recent years, agricultural law has become increasingly complex and regulated. This is due in part to the growing demand for sustainable and organic farming practices, as well as the need to address environmental concerns related to agricultural production. As a result, many farmers and agricultural businesses now rely on legal experts to help them navigate the complex web of laws and regulations that govern their industry.

Agricultural law has a significant impact on both farmers and consumers. Farmers must navigate a complex regulatory landscape in order to produce and sell their products, while consumers rely on these regulations to ensure the safety and quality of the food they eat. As the agricultural industry continues to evolve, it is likely that agricultural law will become even more important in shaping the future of food production and distribution.

Accordingly, Uganda needs to and indeed will inevitably be propelled to consider this a worthwhile realm given the currently growing concerns about environment, soil and climate which Uganda is no exception.

In conclusion, agricultural law is a complex and evolving field that has significant implications for farmers, agricultural businesses, and consumers. The legal rules and regulations that govern the production, distribution, and sale of agricultural products play a critical role in shaping the future of food production and consumption. As a result, it is important for those involved in the agricultural industry to stay informed about changes in the law and to seek legal advice when necessary

Landlord tenant arbitration

Arbitration is a form of alternative dispute resolution that has become increasingly popular in recent years. It is a private process that involves the parties to a dispute presenting their case to an impartial third party, the arbitrator, who will make a final and binding decision. In the context of landlord-tenant disputes, arbitration is an effective way to resolve conflicts that may arise between the parties. In this article, we will explore the benefits of landlord-tenant arbitration, the process of arbitration, and the potential downsides of using this form of dispute resolution.

One of the primary benefits of arbitration is that it is a faster and less expensive alternative to going to court. The process is typically completed within a few months, whereas litigation can take years to reach a final decision. Additionally, the parties can choose an arbitrator who has specialized knowledge and experience in landlord-tenant law, making the process more efficient and effective.

Arbitration is also a more private process than litigation. Court proceedings are generally open to the public, and the parties' arguments and evidence become a matter of public record. In contrast, arbitration proceedings are confidential, and the decision is usually not made public unless required by law.

The process of arbitration is relatively straightforward. The parties agree to submit their dispute to an arbitrator, who will hold a hearing to hear the evidence and arguments of both sides. The arbitrator will then issue a written decision, which is final and binding. In some cases, the parties may agree to non-binding arbitration, which allows them to accept or reject the arbitrator's decision.

To initiate arbitration, the parties must first agree to it in their lease agreement or through a separate arbitration agreement. If the parties have not agreed to arbitration, they can still choose to go through the process if both sides agree to do so.

While arbitration offers many benefits, there are some potential downsides to consider. One of the most significant downsides is that the decision is final and binding, meaning that the parties cannot appeal the decision. Additionally, the parties have limited discovery rights, which can make it challenging to obtain evidence or information to support their case.

Another potential downside is that the arbitrator's decision may not be as thorough or well-reasoned as a court decision. Because arbitration is a private process, there is less scrutiny and oversight of the decision-making process, which can result in a less well-reasoned decision.

In conclusion, landlord-tenant arbitration is a viable alternative to traditional litigation, offering many benefits, such as speed, cost-effectiveness, and privacy. However, it also has potential downsides, such as a lack of appeal rights and limited discovery. If you are considering arbitration as a way to resolve a landlord-tenant dispute, it is essential to consult with an attorney who has experience in this area of law to ensure that it is the right choice for you.

Landlord-tenant relationship

The landlord-tenant relationship refers to the legal and contractual agreement between a property owner (landlord) and a tenant who rents the property. The relationship is governed by both statutory laws and the terms of the lease agreement between the two parties. The lease agreement is a legal contract that outlines the rights and responsibilities of both the landlord and the tenant.

In general, the landlord's main responsibility is to provide the tenant with a habitable and safe living environment. This means ensuring that the property is well-maintained, free from hazards, and compliant with all building codes and safety regulations. The landlord is also responsible for making necessary repairs and handling any maintenance issues that may arise during the tenancy.

The tenant's primary responsibility is to pay rent on time and take good care of the property. This includes keeping the property clean, not damaging the property, and adhering to any rules outlined in the lease agreement. Additionally, tenants are usually responsible for paying for their own utilities, such as electricity, gas, and water.

Both the landlord and the tenant have the right to terminate the lease agreement, but the process for doing so will vary depending on the terms of the agreement and applicable laws. In general, the landlord must provide notice to the tenant before terminating the lease, and the tenant must vacate the property within a specified timeframe.

In the event of a dispute between the landlord and the tenant, there are legal remedies available to both parties. For example, a tenant may be able to withhold rent if the landlord fails to make necessary repairs or provide a habitable living environment. A landlord may seek to evict a tenant who fails to pay rent or violates other terms of the lease agreement.

It is important for both landlords and tenants to understand their rights and responsibilities under the lease agreement and applicable laws. Clear communication and a mutual understanding of expectations can help to maintain a positive and productive landlord-tenant relationship.

In Uganda, the relationship between a landlord and a tenant is regulated by the Landlord and Tenant Act of 2022. The law sets out the rights and obligations of both landlords and tenants and aims to ensure that their relationship is fair and equitable.

Some of the key provisions of the law include:

Written Tenancy Agreement: The landlord and tenant are required to sign a written tenancy agreement that sets out the terms and conditions of the tenancy.
Rent: The rent payable by the tenant should be agreed upon and specified in the tenancy agreement. Rent should be paid on the date specified in the agreement.[211]
Security Deposit: A landlord can require a tenant to pay a security deposit before moving in. This deposit should be refunded to the tenant at the end of the tenancy period, provided the tenant has met their obligations under the tenancy agreement.212
Repairs and Maintenance: The landlord is responsible for maintaining the property and ensuring it is habitable. The tenant, on the other hand, is responsible for keeping the property clean and reporting any damage or repairs needed.
Termination of Tenancy: Either the landlord or the tenant can terminate the tenancy by giving notice in writing as specified in the tenancy agreement.
Eviction: A landlord can only evict a tenant in accordance with the law, which requires a court order.
It is important for both landlords and tenants to understand their rights and obligations under the law to avoid any misunderstandings or conflicts.

Property taxation

Property taxation is a type of tax levied on real estate, which includes land and any structures that are built on it. This tax is usually assessed and collected by the local government or municipal authorities, and the revenue generated from it is used to fund public services such as education, road maintenance, waste management, and other public services.
The amount of property tax that a property owner has to pay is usually based on the assessed value of the property, which is determined by the local government authorities. The assessed value of a property is typically based on its fair market value, which is the amount that a willing buyer would pay a willing seller for the property.
In some cases, the property tax rate may vary depending on the use of the property. For example, residential properties may be taxed at a lower rate than commercial or industrial properties.
Property taxes are an important source of revenue for local governments, and they play a crucial role in funding essential public services. However, they can also be a significant financial burden for property owners, especially those with high-value properties or those in areas with high property tax rates.
Uganda's laws in relation to property tax concern rental income tax levied on landlords. This is governed by the Income Tax (as amended). In some countries, tax is imposed on the property owner immediately after obtaining that property regardless of whether you have been able to accrue income therefrom.
However, this might change in future with the current efforts by the government to widen tax base. In the past two decades, we have seen multitudes of taxes legislated and the trend might keep accelerating. This requires the concerned stakeholders in this respect to start considering this possibility whilst making their investment plans.

Water rights

[211] part vi of the act
[212] section 30

Water rights refer to legal rights that individuals, organizations, or governments have to use and access water resources. These rights can vary depending on the jurisdiction and the type of water resources in question, but they generally determine who can use water and for what purposes.

In some cases, water rights are based on a system of prior appropriation, where the first person or organization to use water from a particular source is given priority over others. In other cases, water rights may be based on a system of riparian rights, where those who own property adjacent to a water source are entitled to use the water for certain purposes.

Water rights are important because they help to manage and regulate the use of a scarce and valuable resource. They also play a key role in protecting the environment and ensuring that water is used sustainably. However, water rights can be a source of conflict and controversy, particularly in areas where there are competing demands for limited water resources.

Water rights in Uganda are regulated by the National Water Policy, which was established in 1999. The policy recognizes that water is a vital resource and a basic human need that should be accessible to all Ugandans. It also acknowledges that water resources are finite and need to be managed sustainably to ensure their availability for future generations.

The 1995 Constitution of Uganda, under Objective XXI of the National Objectives and Directive Principles of State Policy, mandates the state to take all practical measures to ensure access to clean and safe water to citizens.

The Water Act of 1995 and the Water Resources Regulations of 1998 provide the legal framework for the management and use of water resources in Uganda. The Act provides for the ownership, allocation, and use of water resources, and requires the registration of all water users.

Water rights in Uganda are divided into two categories: riparian and non-riparian rights. Riparian rights are granted to those who own land adjacent to a water source, such as a river or lake. These rights include the use of water for domestic, agricultural, and industrial purposes. Non-riparian rights are granted to those who do not own land adjacent to a water source but have a permit to use water for a specific purpose, such as irrigation or mining.

The National Water and Sewerage Corporation (NWSC) is responsible for managing and distributing water in urban areas, while the Ministry of Water and Environment is responsible for managing water resources in rural areas. The NWSC is also responsible for setting water tariffs and ensuring that water services are provided to all Ugandans, regardless of their ability to pay.

Despite the legal framework and government efforts to ensure access to water for all, access to clean water remains a challenge in Uganda, particularly in rural areas. Many people still rely on unsafe water sources, such as ponds and streams, and water-borne diseases are a major public health issue. The government and various organizations continue to work on improving access to clean water and sanitation facilities for all Ugandans.

With current population and economic trends, Uganda should think and plan for the future of her citizens in regard to the increased demand for clean and safe water despite the current efforts through its such as National Water Sewerage Corporation and National Environment Management Authority and the related ministries. This is why efforts to conserve water catchment areas as well as vegetation are vital to have a sustainable future.

Landlord- Tenant rights

In Uganda, landlord-tenant relationships are governed by the Landlord and Tenant Act, 2022, which provides for the rights and obligations of both landlords and tenants. Here are some key provisions:

Tenancy Agreement: The Act requires that every tenancy agreement, whose value is twenty-five currency points and above, be in writing and signed by both the landlord and the tenant.213 The agreement should include details of the rent, the duration of the tenancy, and any other relevant terms and conditions.

Rent: Landlords are required to give tenants a rent receipt for every payment made.[214] Rent increases can only be made with the consent of the tenant, and the landlord must give the tenant 2 months' notice before increasing the rent.[215]

Security Deposit: Landlords may require tenants to pay a security deposit, which cannot exceed three months' rent. At the end of the tenancy, the landlord must return the deposit, less any deductions for unpaid rent or damages to the property.[216]

Repairs and Maintenance: Landlords are responsible for maintaining the property in a habitable condition, including making necessary repairs to the structure, plumbing, and electrical systems.[217] However, tenants are responsible for keeping the property clean and may be held liable for any damage caused by their negligence.[218] In addition, a tenant can repair the premises under certain circumstances, but is reimbursed by the landlord.[219]

Eviction: Landlords may only evict tenants with a court order. To obtain a court order, the landlord must provide valid grounds for eviction, such as non-payment of rent or breach of the tenancy agreement. Eviction without a court order is illegal and can result in fines and imprisonment.[220]

Termination of Tenancy: Both landlords and tenants may terminate a tenancy with notice. The length of notice required depends on the duration of the tenancy, is prescribed under Section 38.

This area is also one of the areas that have attracted attention and it is accerating on a high rate given the commercial and demographic reasons.

[213] section 4 of the landlord and tenant act
[214]section 25 supra
[215] section 26 (2)
[216] section 30
[217] section 7
[218] section 8
[219] section 9
[220] section 45

CHAPTER TWELVE

FUTURE OF LAND LAW IN UGANDA

Space ownership and transactions

Space is also one of the areas Uganda needs to explore and get interest in. in developed countries, people construct vertically especially in China where they are highly populated[221].

This maximizes space available for other pertinent activities such as agriculture. I have reiterated that land comprises of surface, space underneath, and above the ground.222 These countries have gone ahead adopted underground transport routes to curtail a problem of traffic congestion and space.

People can now benefit in sale and purchase of space and underground, but when we mention of land, what immediately comes into our minds is the soil and its surface as well as its attachments. If this proposed approach is welcomed, it can maximize earnings from the land we have[223].

Invention and incorporation of technology in Land matters

We are living in an era where technological advancement is skyrocketing and this has prompted and indeed propelled the world to shift to digital era. In this era, electronic evidence has been considered admissible. In relation to land matters, Uganda has adopted a system of mapping and locating plots and blocks using technology in grid location and land surveying.

In addition, with the advent of satellites as well as Global Positioning System (GPS) technologies which help in tracking lands and their demarcations. In future, if not even now in some developed countries, court officials will not be required to visit physically the locus in quo (scene). They will be able to locate such blocks and their demarcations live right in court save for a few circumstances which necessitate physical presence.

Geo Spatial Technology in Land and Systems in Land Registration and Land Location

A geo spatial technology is a technology that uses knowledge about Earth's geology, climate, land use, and other features to improve decision-making. It can be used in land transactions, for example, to help determine the most efficient way to distribute a parcel of land.

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[221] Refer to chapter 10

[222] kelsen v imperial tobacco of great britain (1957) 2 qb 334 (space)

Lord bernstein of leigh v skyviews & general ltd [1977] 2 all er 902 (space above)

Bocardo v star energy [2009] ewca civ 579 (underneath)

[223] Refer to chapter 10

Use of GPRS in land transactions. Agreements for the provision of grid services over a wireless network are typically signed between telecommunications operators and landowners requiring access to transmission lines in order to provide their customers with quality, reliable service.
The terms of the agreement will typically state that the telecommunications operator will have the right to construct and operate a grid network on the land in question, and that the landowner will be granted the right to use the grid network for the purpose of transmitting electricity and/or other services to the public.

Future forms of land transactions. There are a few future forms of land transactions that could be possible. One idea is for a future in which buyers and sellers can use a technology such as a block chain to complete the transaction. Another option could be for land to be owned communally, in which the members of a commune or village would all have a stake in the land. However, the most likely outcome is that there will be a variety of different land transactions that will be used in the future.

CHAPTER THIRTEEN

MODERN FORMS OF LAND TRANSACTIONS

Land transactions
Land transactions, means sale or purchase or registration or re-registration of land or plots including the creation, alteration or cancellation of a leasehold interest or mortgage of land.

Modern forms of land transaction
Typically involve the use of legal contracts, electronic documentation, and digital platforms to facilitate the transfer of land ownership. **Here are some examples:**

- **Online Land Auctions**: Land can be sold through online auction websites, where buyers bid against each other for the property. Online auctions can be more efficient and transparent than traditional auctions.
- **Electronic Land Registries**: Many countries now have electronic land registries, where all land transactions are recorded electronically. This can make it easier to search for land titles and verify ownership.
- **Land Sales via Real Estate Websites**: Real estate websites allow people to buy and sell land online. They typically offer listings of available properties, including photographs, property descriptions, and pricing information.
- **Direct Sales**: Buyers and sellers can also complete land transactions directly without going through intermediaries such as real estate agents. They can use legal contracts to establish the terms of the transaction and ensure that all parties are protected.
- **Land Trusts**: A land trust is a legal entity that holds ownership of a property on behalf of a beneficiary. This can be a useful way to transfer ownership while retaining some control over the land.
- **Crowd funding:** Crowd funding platforms have emerged as a way for individuals to invest in real estate, including land. Investors can pool their resources to purchase land, which is then managed by a professional team.
- **Land banking:** Land banking involves purchasing large tracts of land with the intention of holding onto it for future development. This can be a risky strategy, but it can also be very profitable if the land increases in value over time.
- **Land leasing**: Rather than buying land outright, some people choose to lease land for a set period of time. This can be a good option for farmers or ranchers who need access to land for a certain period of time.

- **Land exchanges**: In some cases, landowners may wish to exchange their land for another piece of property. This can be a complicated process, but it can be a good way to acquire land without having to pay cash.
- **Land auctions**: Auctions have become increasingly popular as a way to buy and sell land. Buyers bid against each other until the highest bidder is declared the winner.
- **Sale Deed**: A sale deed is a legal document that transfers the ownership of land from the seller to the buyer. This is one of the most common forms of land transactions.
- **Lease:** A lease is a contract between the landowner and the tenant that allows the tenant to use the land for a specified period of time. The tenant pays rent to the landowner for the use of the land. A Lease deed is a document allows the lessee to use the land for a specified period of time while the lessor retains ownership. The lessee may be required to pay rent.
- **Gift Deed**: A gift deed is a legal document that transfers ownership of land as a gift from one person to another. The recipient of the gift does not need to pay anything for the land.
- **Mortgage**: A mortgage is a loan taken by the landowner, where the land is used as collateral. If the loan is not paid back, the lender has the right to sell the land to recover their money. A mortgage deed is a document which is used when a borrower takes out a loan secured by the land. The lender has the right to take possession of the land if the borrower fails to repay the loan.
- **Joint Development Agreement**: A joint development agreement is a contract between the landowner and a developer, where the developer agrees to develop the land in exchange for a share of the profits.
- **Power of Attorney**: A power of attorney is a legal document that gives someone else the authority to act on behalf of the landowner. This can be useful when the landowner is not available to conduct transactions related to the land. Power of Attorney Deed is a document which gives someone the legal authority to act on behalf of the landowner in matters related to the land.
- **Land pooling**: Land pooling is a process where multiple landowners come together and pool their land for development purposes. The land is then developed jointly, and the profits are shared among the landowners. This is often used for large-scale real estate projects.
- **Partition Deed**: This document is used to divide land among co-owners, such as family members.
- **Will**: This is a legal document that specifies how a landowner's property should be distributed after their death
- **Release Deed**: This document is used to release the rights of one party over the land to another party.

  It is however important to note that land transactions can be complex and can involve legal and financial considerations. It is advisable to seek professional advice before entering into any land transaction

CHAPTER FOURTEEN

COUNTRIES WITH FUTURE BEST LAND REGISTRATION POLICIES.

It's difficult to predict with certainty which countries will have the best land registration policies in the future, as this can depend on a wide range of factors including political, economic, and social conditions.

However, some countries that are currently making significant efforts to improve their land registration systems and policies **include:**

1. **Rwanda:** Rwanda has implemented a land registration system that is considered one of the most efficient and effective in Africa. The country has also made efforts to empower women by allowing them to own and inherit land.
2. **Singapore:** Singapore is known for its efficient land registration system, which has been instrumental in its development as a global financial centre. The government has also made efforts to improve transparency and reduce corruption in the land registration process.
3. **Norway**: Norway has a highly digitized land registration system that is considered one of the most advanced in the world. The country also has strong laws protecting property rights and has made efforts to ensure that indigenous peoples have secure land tenure.
4. **Georgia:** Georgia has made significant efforts to reform its land registration system, including the establishment of a centralized land registry and the introduction of electronic registration. These efforts have led to increased transparency and reduced corruption in the process.
5. **Ghana:** Ghana has made significant progress in recent years in improving its land registration system, including the introduction of a new land act and the establishment of a land commission. The country has also made efforts to improve access to land for women and marginalized groups
6. **Estonia**: Estonia is considered one of the most advanced digital societies in the world, and its land registration system is no exception. In 2018, Estonia implemented a new land registry system that uses blockchain technology, making it one of the first countries to do so. This system is highly secure, transparent, and efficient, making it a potential model for other countries to follow.
7. **Sweden**: Sweden has long been considered a leader in land registration, with a system that is highly transparent and efficient. The government has made efforts to digitize the system and make it more accessible to the public, with the goal of making it possible to complete land transactions entirely online.
8. **United Kingdom**: The UK has a well-established land registration system that is highly transparent and efficient. The government has made efforts to digitize the system and make

it more accessible to the public, with the goal of making it possible to complete land transactions entirely online.

CHAPTER FIFTEEN

MODERN LAND REGISTRATION IN THE WORLD TODAY

Modern land registration is the process of legally documenting ownership of land and property in a modern, computerized system. It is an important aspect of modern property law and is used to provide legal certainty and protect property rights.

Many countries around the world have adopted modern land registration systems to improve the efficiency and transparency of their land administration systems. Some of the key features of modern land registration systems include:

1. **Computerized databases**.
   Most modern land registration systems use computerized databases to store and manage land ownership records. This allows for faster and more efficient processing of land transactions.
2. **Standardized legal framework**.
   Modern land registration systems are usually based on standardized legal frameworks, which provide a clear and consistent set of rules for property ownership and transfer.
3. **Title insurance**.
   In some countries, title insurance is available to protect property owners from legal disputes over ownership or other issues.
4. **Public access to land records**.
   Modern land registration systems usually provide public access to land records, which allows for greater transparency and accountability in the land administration system.
5. **Automated valuation**.
   Some modern land registration systems use automated valuation models to estimate the value of properties, which can help to streamline the property valuation process.
6. **Centralized government-run system**.
   Many countries have established centralized government-run systems to manage land registration. These systems usually involve a government agency that is responsible for maintaining a public register of land ownership and transactions.
7. **Electronic registration**.
   In many modern land registration systems, the registration process is electronic, with documents being submitted online and stored in digital form.
8. **Public access**.
   In most countries, the land registry is open to the public, allowing anyone to search for information on land ownership and transactions.
9. **Legal certainty**.

Modern land registration systems aim to provide legal certainty, by ensuring that property rights are clearly defined, documented and enforced.

10. **Surveying and mapping**.
    Accurate surveying and mapping are important components of modern land registration systems, as they help to establish clear boundaries and prevent disputes over land ownership.
11. **Integration with other systems**.
    Modern land registration systems are often integrated with other systems, such as taxation and planning, to enable better management of land use and development.
12. **Transparency**.
    Land registration systems are typically designed to be transparent, allowing members of the public to access information about land ownership and land transactions.
13. **Legal framework**:
    Modern land registration systems are typically supported by a robust legal framework that outlines the rights and responsibilities of landowners, as well as the processes for land registration, transfer, and dispute resolution.
14. **Streamlined processes**.
    Modern land registration systems aim to simplify and streamline the process of registering land ownership and transactions. This includes the use of standardized forms, electronic filing, and online payment options.
15. **Torren's system**.
    This system, developed in Australia in the 19th century, is now used in many countries, including the United States, Canada, New Zealand, and some parts of the United Kingdom. It is based on the principle of "indefeasibility," meaning that once a person's ownership of a property is registered, it is protected against any subsequent claims. The system is designed to be simple, efficient, and accessible to all.

16. **Cadastre system**.
    This system, used in many European countries, involves the mapping and registration of all land parcels in a given area, along with details such as boundaries, area, and land use. It is used for taxation, land use planning, and other purposes, in addition to recording ownership.
17. **Integration with other government agencies**.
    In some countries, land registration systems are integrated with other government agencies, such as tax authorities or planning departments. This can help ensure that land use regulations and taxes are enforced effectively.
18. **Private ownership**.
    Modern land registration systems generally support private ownership of land. This means that individuals, rather than the government, have legal control over their property
19. **Dispute resolution**:
    Inevitably, disputes arise over land ownership or boundaries. Most modern land registration systems provide mechanisms for resolving these disputes, such as through courts or administrative tribunals.

CHAPTER SIXTEEN

BEST LAND PRACTICES IN THE WORLD.

The world's best land practices around the world vary depending on location, but generally, good land practices include:

Perennial Cropping Systems
An analysis of field survey results and a conceptual model of the factors that influence cropping and fallowing practices on small farms in Brazil. A multi-fallow cultivation system that used rice, corn and bitter manioc in various relay-intercropping combinations was the most common cultivation practice observed.

Spate Irrigation
Spate irrigation is a traditional water diversion and spreading technology under which seasonal floods of short duration – springing from the rainfall-rich highlands – are diverted from ephemeral rivers (wadis) to irrigate cascades of leveled and bundled fields in the coastal plains. Floodwater is distributed from field to field: when a field is completely flooded, water is conveyed to the immediate downstream field by breaching one of the bunds. This process continues until all the water is used up.

MID-SEASON DRAINAGE (RICE)
Mid-season drainage aerates the soil, interfering with anaerobic conditions and thereby interrupting CH4 production. Mid-season drainage of a rice crop involves withholding flood irrigation water for a period until the rice shows symptoms of stress. It involves ridge and furrow cultivation technology, where some moisture still exists in the soil even after the toe furrow is drained. It is essential to check when the crop has used most of the available water. The degree of soil cracking will depend on the soil type and on the spatial distribution of the rice cultivars. The cumulative evapotranspiration of the crop varies from 77-100mm during the time water is removed depending on crop vigour and soil types. The field is then re-flooded as quickly as possible. It is necessary to cover the soil surface with water so that the plants start recovery. Water depth then can be gradually increased to that required for protection of the developing plant canopy from damaging high temperatures during anthesis.
Reductions in Methane Emissions Due to Various Water Management Practices Compared to Continuous Flooding (with organic amendments). WS = wet season, DS = dry season. (Source: Wassman et al., 2000).

However, rice is also a significant anthropogenic source of N2O. Mid-season drainage or reduced water use creates unsaturated soils conditions, which may promote N2O production. Mid-season drainage is an effective option for mitigating net global warming potential although 15-20% of the benefit gained by decreasing methane emission was offset by increasing N2O emissions. Little N2O emission occurred when fields were continuously flooded (Zou et al., 2005). Mid-season drainage, however, caused intense emissions of N2O, which contributed greatly to the seasonal amount. After the midseason drainage, on the other hand, no recognizable N2O was observed when the field was frequently waterlogged by the intermittent irrigation. In contrast, large N2O emissions were observed when the field was moist but not waterlogged by the intermittent irrigation. Thus, N2O emissions during intermittent irrigation periods depended strongly on whether or not waterlogging was present in the fields. Different water regimes cause changes to N2O emissions from rice paddies (Zou et al., 2005).

Feasibility of Technology and Operational Necessities.

Farmers fear potential adverse effects on yield both from observing the visible stress and from the delay in harvest time. They need to be educated on the benefits that outweigh the potential losses. A large part of the benefits is towards GHG mitigation, which do not accrue any financial return to the farmers.

ADVANTAGES

1. Methane emission reductions associated with mid-season drainage in rice field range from about 7 to 95% (Table 3.6) with little effect on rice grain yield.
2. Draining stimulates root development and accelerates decomposition of organic materials in the soil making more mineralized nitrogen available for plant uptake.
3. Mid-season drainage saves water, which could be used for other purposes.
4. Mid-season drainage inhibits ineffective tillers and improves root activities.

Disadvantages

1. Drainage has the unintended effect of increasing nitrous oxide emissions. However, mid-season drainage can help mitigation of N2O if a field was frequently water logged by intermittent irrigation.
2. Intermittent drying or drainage of soil is not feasible on terraced rice fields because drying could cause cracking of the soil leading to water losses, or in extreme cases, complete collapse of the terraced construction.
3. Field drainage also induces weeds and thereby reduces the rice grain yield.
4. Mid-season drainage delays the development of crop. Flowering is generally delayed by 3-4 days and harvest/maturity may be delayed by 7-10 days.
5. Mid-season drainage may increase plant height, and this will make the crop more prone to lodging especially when grain yield is high.

How the technology could contribute to socio-economic development and environmental protection

According to Wassmann and Pathak (2007), mid-season drainage a profitable mitigation technology due to low labour cost and low yield risk. The cost of the technology was around US$20 per t CO2e saved. Nelson et al., (2009) observed that by one mid-season drying, net revenue dropped less than 5% while GHG emissions dropped by almost 75 million metric tons of CO2e (approximately 4,000 tonnes CO2e ha-1).

The technologies of conservation tillage, mid-season drainage and alternate flooding reduced GHG emissions without extra expenditure. Higher net return with these technologies suggests the tremendous potential scope of their adoption by farmers.

Water management is often considered a good strategy to mitigate methane emissions from rice fields. Water saving technologies can reduce methane emissions in a given area of rice land. The saved water will then be used to irrigate more land and new crops in future seasons. Rice is grown on more than 140 million hectares worldwide. Ninety per cent of rice fields are temporarily flooded, providing scope for better water management to reduce water consumption, related energy and electricity consumption, and fertilizer consumptions. These reductions would result in methane mitigation and could then be included for claiming carbon credits.

Land Reclamation by Agave Forestry with Native Species

Native trees, shrubs and grasses planted through participatory action. One part of the agave is planted in continuous lines to create a green wall to control soil and water runoff and the other part is planted in staggered. In addition, other native plants are planted between the lines of agave, to be used as food, fodder and/or medicinal products.

Using Organic Fertilizers

Organic fertilizer is applied to the fields to enhance productivity by increasing the level of organic matter in the soil (humus), which stimulates soil biological activity and improves soil structure, water infiltration and retention, and nutrient storage. The most commonly used organic fertilizers include compost using straw pen manure with litter or household waste. Farming advisors provide farmers with training on techniques on preparing and applying the different types of organic fertilizer. Basic equipment (cart, wheelbarrow) is used to transport the organic matter. Preparation and maintenance of the composting and slurry pits and application of fertilizer on the fields are managed by the farmers.

Biochar Application as a Soil Amendment

Application of fine-grained charcoal as an amendment to improve soil quality and mitigate greenhouse gas (GHG) emissions from croplands. As a soil amendment, biochar can favour long-term stabilization of carbon stocks, serving as a net withdrawal of atmospheric carbon dioxide. From an agronomic point of view, high organic carbon input from biochar can enhance the nutrient and water retention capacity of the amended soil, reducing the total fertilizer requirements.

Production and Application of Bio-Humus

The technology makes use of red worms to process fresh manure filled into a trench to improve soil fertility. To process the manure, a trench is prepared and filled with fresh manure and 5 kg of worms, which feed on the manure and process it. Within 20-25 days' bio-humus is produced and then separated from the worms by using a metal mesh, and the activity can be repeated anew. The produced bio-humus is used as an organic fertilizer for vegetable production. Application norms are 2.5-5 tons of bio-humus per hectare.

Planting Pits for Soil Fertilization and Moisture Improvement

Planting pits are filled with organic vegetative material mixed with decomposing manure to create a reservoir of nutrients for a banana plantation. Each pit is dug close to a banana stand and is filled with chopped banana stems, a layer of manure covered with mulch to prevent excessive evaporation of moisture, and a top layer of soil. The main objective is to improve soil fertility, reduce soil erosion, improve moisture infiltration and retention, and enable the plantation to withstand the dry months.

Composting Using Indigenous Microorganisms

By taking advantage of the natural process of decomposition of organic matter by microorganisms, compost is produced from raw materials such as weeds and bio-waste available on the farm. The raw materials are shredded and sprayed with a mixture of one tablespoon of forest soil and one tablespoon of sugar/molasses in one liter of water to hasten decomposition. The purpose is to produce compost to use as fertilizer, which can reduce the input cost of using chemical fertilizer and negative effects to the soil and the environment. Compost is a rich source of organic matter which improves soil quality. Its decomposition slowly releases available nutrients for plant uptake

Seed Priming and Microfertlization

Seed priming and micro fertilization are two agronomic measures to increase soil fertility and increase crop harvests in semi-arid dry lands. Seed priming consists of soaking seeds for 8 hours prior to sowing, and micro fertilization is the application of small amounts of mineral fertilizer to the planting hole. Priming will increase water use efficiency and results show that yields can be increased by 50% if micro fertilization is combined with seed priming. Seed priming and micro fertilization can be practiced independently from each other; however, the combination reduces the risk of crop failure and shows best results in terms of yield increase.

Maize Strip Tillage

Strip tillage is a cropping system for maize which reduces the reworking of the soil to the stripes, in which the seeds are planted. Strip tillage is a mixture between no tillage and conventional agriculture. Instead of ploughing and harrowing, a special rotary tiller including a grubber is used; it is used to avoid soil erosion or for economic reasons. The reworking of the soil, manuring, seeding and applying of herbicides can be done at once.

Continuous soil cover

Maintenance of continuous soil cover; alternating crops and cover crops as a practice to improve soil quality and reduce diffuse agricultural water pollution. Continuous cover cropping has been promoted as an agro-environmental measure to extend sustainable land management and reduce

diffuse water pollution. The type of crop species depends on the crop succession. Compared with systems that do not use cover crops, continuous soil cover provides long-term agronomical and environmental benefits due to a reduction of negative impacts on agro-ecosystems.

No-Till Technology

Growing crops (or pastures) without disturbing the soil through tillage; direct seeding/planting and residue management (partial soil cover). No till technology reduces soil erosion and soil compaction while conserving water in the soil. It also makes optimum use of scarce and low rainfall to stabilize/increase crop yields. A special no-till drill was developed to simultaneously seed and fertilize annual crops. Seeding is earlier than in the case of conventional tillage, which requires seedbed preparation. Spacing between rows is adjusted according to crop type; tillage depth depends on soil workability and moisture content. Application of special herbicides replaces tillage for weed control, and enables the farmer to have a fallow period.

Minimum Tillage and Direct Planting

Leaving crop residues on the soil surface and subsequent planting through the mulch. The mulch layer has several important functions: it helps to increase and maintain water stored in the soil, reduces soil erosion, contributes to improve soil fertility and it efficiently controls weeds by hindering their growth and preventing weeds from producing seeds

Mulching

Mulching involves spreading waste crop after harvesting. Covering the soil with mulch protects it against wind and water erosion and provides nutrients which have a positive effect on yields and food security. Mulching also helps to improve the infiltration of water and reduce the evaporation of moisture from the soil.

Integrated Production and Pest Management

Integrated production and pest management (IPPM) curbs environmental degradation caused by current farming practices (intensive and extensive), reducing the negative impact of pesticides on the environment and on human health. IPPM works with all available techniques for combatting pests, while eliminating or keeping pesticide use at economically justified levels.

Application of Biological Agents to Increase Crop Resistance to Salinity

Use of biological agents (various types of symbiotic mycorrhizae fungi) as plant salt tolerance facilitators and soil amendments. The technology is applied as an effective agronomic measure to increase plant salt tolerance, reduce soil-borne diseases that affect plant roots, and increase of water and nutrient absorption. The technology prevents or mitigates soil degradation by improving the subsoil structure and can potentially decrease agricultural inputs, increase subsoil faunal diversity, and combat soil salinity, one of the main soil degradation problems in coastal zones. Application of biological agents helps to keep plants healthy, thus increasing crop production and reducing production risks.

Use of Phyto-Pesticides

Using environmentally friendly phyto-pesticides, made from natural plant extracts to help combat pests and diseases. Plant extracts include potatoes, onions or tomato stalks, garlic, pepper,

dandelion, common wormwood and thorn apple extracts. The overall goal of phyto-pesticides is to combat pests and diseases, using an environmentally friendly, natural method without the need for chemical pesticides. They do not affect the surrounding flora and fauna and preserve biological organisms in the soil. This is an easy-to-use and low-cost technology, which mainly requires the collection and drying of plant parts to make the pesticides. It can be used in any environment during the growing period.

Ecological Engineering for Biological Pest Control

Ecological engineering is aimed primarily at the regulation of pest species, through the provision of habitats for their natural enemies, thereby increasing bio diversity. Other ecosystem services, such as pollination and cultural services, may simultaneously be enhanced by using the same measures.

Trees as Buffer Zones

Trees are planted at strategic locations; indigenous trees – "wildlings", which are considered endangered species, were preserved. Trees serve as shelter/habitat for wildlife species such as birds and can absorb carbon from carbon dioxide in the atmosphere. Trees also provide an aesthetic value as well as temporary shade for workers.

Soil Bund with Contour Cultivation

A soil bund is a structural measure with an embankment of soil or stones, or soil and stones, constructed along the contour and stabilized with vegetative measures, such as grass and fodder trees. The height of the bunds depends on the availability of stones. Bunds reduce the velocity of runoff and soil erosion, retain water behind the bund and support water infiltration. It further helps in ground water recharging.

Vegetated Earth-Banked Terraces

Earth-banked terraces are constructed by carefully removing a superficial soil layer from one part of a field, concentrating it on the lower end of that field in order to reduce slope gradient and length. Another terrace is created directly downslope to form a cascade of terraces. The earth-banked terraces reduce flooding, damage to infrastructure and siltation of water reservoirs, while maintaining (or slightly increasing) crop productivity. This is achieved by reducing runoff, soil erosion and hydraulic connectivity through a decreased slope gradient and increased vegetation cover. The use of stones from the fields to reinforce the terraces is optional, but facilitates crop production in the fields and makes the ridges more resistant to higher runoff velocities. The technology requires an initial investment in the construction of the terraces

Stone Lines

Stone lines are constructed along the contours to slow down the speed of runoff, reduce soil erosion, and enhance water infiltration. In addition, the stone barrier blocks and settles down the sediments transported from the upper slopes. Stone constructions are often used to rehabilitate eroded and abandoned land.

Rockwall Terracing.

Rockwall terracing refers to the piling of stones or rocks along contour lines to reduce soil erosion in hilly areas. Terraces are built to reduce soil erosion and ease land preparation through the

removal of naturally-present rocks in the cultivated area. It also contributes to the partial arrangement and diversification of land use. The technology is a traditional practice in the Philippines.

Terracing In Watershed
Reshaping unproductive land into a series of levelled, gently-sloping platforms to create conditions suitable for cultivation and prevent accelerated erosion. Terrace construction was identified as an effective measure in degraded watershed areas to control runoff and decrease [the effects of] flash floods, increase water infiltration, and create opportunities for income from crop cultivation in the terraces

Semi-Circular Bunds
Semi-circular bunds are used to rehabilitate degraded, denuded and hardened land for crop growing, grazing or forestry. The technology involves building low embankments with compacted earth or stones in the form of a semi-circle with the opening perpendicular to the flow of water and arranged in staggered rows. They are constructed on gently to moderately sloping pediments and plateau areas in order to rehabilitate areas that are degraded, denuded and/or affected by soil crusting. The bunds reduce the loss of water and the fertile layers of the soil.

Progressive Bench Terrace
Bench terraces are progressively expanded to form a fully developed terrace system in order to reduce runoff and soil erosion on medium- to high- angled loess slopes. The technology is mainly applied to tree plantations. Soil from the upper parts of the slope is removed and deposited below in order to extend the flat terrain. Over 5-10 years, the terraces become enlarged around each tree and form a terrace with the neighboring trees along the contour, such that the slopes are transformed into level bench terraces. The trees are located in the middle of the terrace. All the work is done manually using

Shelterbelts
Belts of trees, planted in a rectangular grid pattern or in strips within, and on the periphery of, farmland to act as windbreaks. Shelterbelts are a specific type of agroforestry system that help reduce natural hazards including sandstorms, wind erosion, shifting sand, droughts and frost. They also improve the microclimate (reduced temperature, wind speed, soil water loss and excessive wind-induced transpiration) and create more favourable conditions for crop production. The establishment of shelterbelts plays a crucial role in the sandy dry lands that are affected by wind and resultant desertification.

Natural Vegetative Strips
Strips of land are marked out on the contour and left un-ploughed in order to form permanent, cross-slope barriers of naturally established grasses and herbs. Natural vegetative strips constitute a low-cost technique because no planting material is required and only minimal labour is necessary for establishment and maintenance. Land users appreciate it because it effectively controls soil erosion and prevents loss of fertilizers

Tree Row and Grass Strip
Tree planting and establishment of grass strips along the river to stabilize steep slopes. The vegetation prevents surface water and eroded soil flowing from the agricultural fields directly into the river. Surface water flow from runoff during heavy storms is slowed down and infiltration on soils covered by grass and trees is increased. Therefore, sediments and chemicals used on the field are retained in the riparian soils and do not pollute the river. As a result, more groundwater is recharged during the wet seasons, which can be released during the dry season. Damage during flood flows on the riverbank (through erosion and destabilizing the riparian vegetation) as well as damages of floods downstream can be reduced or avoided.

Living Fences/Windbreaks
Planting of herbaceous plants (herbs and grasses) or trees are planted and grown along property boundaries to serve as windbreaks and as sources of fodder and fuel.

Riparian Forest to Improve River Bank Stabilization
The purpose is to deal with the regular floods, which are a natural event and happen regularly. Trees are planted in lower catchment areas to stabilize the riverbank, ensure water quality in the river by retaining sediments from nearby fields, and to trap agricultural chemicals. The technology can be considered a revegetation measure and can be applied to several land use types.

Water-Spreading Weirs
Water-spreading weirs are structures made of natural stones and cement that span the entire width of a valley to spread floodwater over the adjacent land area. Over the last 12 years' water-spreading weirs have been introduced and improved as a new rehabilitation technique for degraded dry valleys in Burkina Faso, Niger and Chad. In dry valleys where water flows to the rivers for only a few days a year, the weirs serve to distribute the incoming runoff over the valley floor and allow as much water as possible to infiltrate the soil. Depending on user preferences, the primary goal may be for 1) agricultural use, 2) silvo-pastoral use or 3) to replenish or increase water table levels

Gully Control and Catchment Protection
Integrated gully treatment consisting of several simple practices including stone and wooden check dams, cut-off drains and reforestation in sediment traps. A combination of structural and vegetative measures was designed and implemented with the purpose of: (1) preventing affected areas from further degradation by safely discharging runoff from the surrounding area through the main gullies down to the valley; (2) gradually stabilizing the land through the regeneration of vegetative cover; (3) reducing downstream damage through floods and siltation; (4) ensuring accessibility to the mountainous agricultural area during the rainy season.

Integrated Runoff Water Management
The technology is a system of integrated runoff water and drainage management that allows cultivation in a swampy valley bottom. The system divides the land into raised beds which are separated by furrows, acting as drainage channels. The furrows can also distribute runoff water from upslope to the valley bottom if required. Crops can be grown on reclaimed land and concentrated runoff can be controlled. Through a flexible method of drainage/water harvesting, a suitable

moisture conditions for growth can be established. Maintenance involves clearing inlets, channels and removing vegetation, using common household hand tools such as spades and hoes.

Fallowing

Fallowing is the practice of leaving land unseeded for a long time so that the soil regains its fertility. The technology helps the soil to increase nutrients, which will later be beneficial for production purposes in the following season(s). Ploughing is carried out in the dry season and weeding takes place throughout.

Chagga Home Gardens Multiple Cropping

A Chagga home garden is a complex multi-cropping system evolved over several centuries through a gradual transformation of the natural forest. It integrates numerous multipurpose trees and shrubs with food crops and animals, without a specific spatial arrangement. However, vertically, the following 4 stories/canopies can be distinguished: (1) food crops; (2) coffee; (3) bananas; and (4) trees. This multilayer system maximizes the use of limited land in a highly populated area, making sustained production possible with a minimum of external inputs, minimizes risk (less production failure, increased resistance against droughts and pests) and ensures at the same time environmental protection.

Multiple Cropping

Multiple cropping is an agronomic practice of growing two or more crops on the same land simultaneously in a given growing season. The crops grown together are, however, harvested at different times. The purpose is to avoid risk (some crops are more resistant or escape the adverse conditions like drought, pest and disease) and to get variety of produce at a time. Annual crops are sown/planted every season. Biannual and perennial crops are planted and managed according to their seasonal calendar in which the crops grown to provide better production. Low fertility status, unpredictable and erratic rainfall, pest and diseases are some of the constraints limiting productivity.

Orchard-Based Agroforestry (Intercropping)

The technology involves intercropping wheat in an existing apricot orchard by integrating different resources. Along the trees aligned on a contour, a three-meter-wide grass strip is left uncultivated to control runoff, and to protect the ground from splash erosion. Spacing between rows allows unhindered farm operations.

Green Cover in Perennial Woody Crops

Use of a wide variety of plant species as cover crops in orchards and vineyards to provide permanent soil cover.

Green Cover in Orchards

Perennial grasses in orchards and vineyards between rows to provide permanent soil cover. Green cover comprises naturally-occurring, or sown, perennial grasses which form the permanent soil cover. It is an effective practice to provide a natural supply of mineral elements to the soil surface, while the stabilization of root system improves the soil physical properties. The permanent soil cover prevents water erosion and limits the leaching of nutrients and pesticides.

Crop Rotation with Legumes

Crop rotation is an agronomic practice that consists of the successive cultivation of different crops in a specified order on the same fields. In the past, legumes were commonly used as a biological and economic source of Nitrogen. Nowadays, Nitrogen-fixing legumes have been recovering as viable crops because of the increased cost of Nitrogen fertilizer and the need to develop more sustainable farming systems. The crop rotation combines phases of legumes of different duration, in which Nitrogen is fixed and accumulates in the soil, followed by phases of cereal growing during which accumulated Nitrogen is extracted

Cascading Rock Irrigation Channel

The cascading rock Irrigation channel is constructed with stones on rocky slopes to capture surface water runoff from the mountains and channel it to the valley floor, where it can be utilized for human use such as drinking water, sanitation, and irrigation. The uneven surface of the rock channel slows the pace of the water, thus preventing scouring at the foot of the channel. The channel also provides a suitable environment for the cultivation of trees, which in turn can help reduce water and wind erosion on the slopes, preventing rock and debris movement onto the cultivated lands in the valley.

Spiral Water Pumps

A spiral tube water pump is a method of pumping water by using an undershot water wheel which has a scoop connected to a spiral tube. Spiral water pumps can carry water from the river to fields that are up to 30 meters higher than the river without the use of electricity or fuel. The pumps provide irrigation water from rivers to crop fields at a higher level.

Micro-Irrigation Using a Californian Network

A Californian network is a micro-irrigation system developed in California and was adapted to work with Malian irrigation systems. It uses a pump unit that feeds in water from a river or borehole. The technical objective is to use water more efficiently and increase yields.

Roof Rainwater Harvesting

Roof rainwater harvesting is a system where water is stored in an underground water tank. Rainwater flowing over the roof is collected, for example, on galvanized iron roofs. The technology is critical in semi-arid environments where water shortages are common. The water then runs through gutters and a pipe to the underground water tank. To build the underground tank, the ground is excavated, and within this hole, a drum-like feature is built with concrete bricks and mortar, is then sealed and given an opening with a lid. Water is available for multiple purposes, until the following rainy season.

Area Closure and Reforestation.

Protection and reforestation of degraded arid lands in central and southern Tunisia using native tree species able to tolerate extreme droughts and persist on the edge of the Sahara Desert. The purpose of afforestation is the rehabilitation of degraded drylands and restoration of the original forest-steppe ecosystem in the Bled Talah region, which suffered for over a century from over-exploitation of natural resources and intensification of agricultural activities. A national park was created in

1980 covering an area of approximately 16,000 ha, with three integral protection zones, two agricultural zones and two buffer zones.

Reintroduction of Forest Cover after Wildfires

Afforestation activities, led by the government, after a fire that resulted in the loss of 33'000 ha of forests, strong erosion processes and hindered vegetation regrowth. A machine was used to open a planting hole and cover it again, which loosened the soil. Seedlings of Pinus Halepensis were planted manually and arranged linearly. The afforested area covered around 100 ha (not continuously), while other forest areas grew naturally. The main purpose of afforestation was to reduce soil erosion by planting trees, which increases soil stability and enables forest regrowth. Other purposes included improving the potential wood extraction in the future and improving the visual landscape

Management for Forest Fire Prevention

The main purposes of thinning dense pine forests are the prevention of fires by reducing the fuel load and its continuity, and to improve pine regeneration by eliminating the competition between different species. As a result, the quality of the plants is improved and the amount of dead or sick plants is reduced, which is essential to ensure a healthy forest. This also leads to a higher resistance to pests which in turn again decreases the risk of fire. Vegetation removal produces fresh vegetation growth, therefore more diverse and nutritious fodder is provided to animals in the cleared areas. On average the forest is thinned until reaching a density of 800-1200 trees/ha. Dead or sick plants and some fire-prone shrubs are removed, whereas some species are kept to promote a more fire-resistant vegetation composition. Part of the tree and shrub residues is used to cover the soil as mulch, which results in ecological benefits, such as increasing soil moisture, erosion prevention, enhancement of nutrient cycling.

Reducing Fire Expansion

Firebreaks act as a barrier to stop or slow the progress of fires and allow firefighters to better position themselves to operate. Gaps of vegetation of about 5 to 7 meters are created at a distance of every 50 to 75 meters along the contour line of the forested areas. Note: For this SLM technology case, the SPI report on Sustainable Land Management and Climate Change, refers to: Xanthopoulos, G., et al. 2006. Forest fuels management in Europe.

Assisted Cork-Oak Regeneration

Assisted cork oak regeneration by acorn seeding and seedling plantation from a plant nursery, involving careful husbandry and protection from grazing. Good quality acorns and seedlings are required and seedlings should come from the same region where they are planted and be certified by the authorities. Small, woody plants are cleared and the soil is prepared by deep ploughing to loosen the topsoil and allow easier root growth. Cork oak regeneration ensures the continued existence and development of the forest. It conserves soil and water and fights against desertification. Other benefits include cork production, wood production, fodder production and better soil cover. The technology also positively impacts the socio-economic development of local populations by providing landscape, welfare and recreation

Community Protection of Microbasins through Reforestation

A community-led reforestation effort that led to the legal protection of a forest area and improved water quality and quantity from the micro basin located within the forest area. The community-led ensures the quantity and quality of the water supply and the legal protection of the forest area. Communities using the micro-basin agreed to make the area a protected forest area and stop using it for other purposes (such as grazing or agriculture). Community greenhouses were established to produce native tree species seedlings, which are then transplanted in the field over time.

Afforestation and Hillside Terracing

Tree plantations using fast-growing and native species are established in combination with hillside terracing to protect upper catchment areas. The afforested areas are closed for any use until the trees reach maturity, after which user rights were given to communities allowing cut-and-carry of grass and cutting of trees with government permission. The technology requires appreciable expense, labour and expertise, but if maintained well, it results in multiple ecological and economic benefits: soil cover has improved, water is conserved, the severe problems of soil erosion have been reduced, and dams further downstream are protected from siltation. Trees have become an important source of income for the rural communities, wood is a valuable resource mainly needed for construction, and also as fuel.

Hydro-Mulching

Hydro-mulch is a complex mixture of water and wood or paper fibres. Additionally, it can contain seeds, surfactants, seed-growing bio-stimulants, nutrients and a green colorant. Hydro-mulch is a mixture of water and wood or paper fibres and other materials such as seeds and nutrients. It is spread immediately after a wildfire, providing an initial ground cover of 80%, to reduce overland flow and prevent soil erosion. The hydro-mulch is applied once, immediately after the wildfire, using machinery or manually providing an initial ground cover of 80%, The seed composition should include native plant species, in order to avoid alien species into the burnt area and increase the germination success. The hydro-mulch was found to reduce soil erosion and post-fire runoff.

Landslide Prevention Using Drainage Trenches Lined With Fast-Growing Trees

The technology comprises the construction of linear gravel bed ditches lined with local tree species, at angles across a hill slope to channel the surface water. The ditches prevent waterlogging that previously led to landslides, and enable cultivation on land that was previously unusable. A series of ditches are constructed at angles across a hill slope at the base of the watershed and a gravel bed is created to prevent erosion and drain the excess surface water to the main tributary of the watershed. The edges of the ditches are lined with fast-growing tree species for stabilization and afforestation purposes

Mulching after Forest Fires

Forest residue mulch is spread immediately after a wildfire in order to prevent soil erosion and reduce overland flow. The mulch is made using chopped tree bark fibre, which decays very slowly and is very useful in cases of low re-growth of natural vegetation. The increase in ground cover decreases post-fire soil erosion by reducing raindrop impact over the ashes and bare soil, and decreases the runoff amount by increasing water surface storage, decreasing runoff velocity, and

increasing infiltration. The mulch provided an initial ground cover of 70 to 80%, and was found to reduce post-fire runoff by 40-50% and soil erosion by 85-90%.

Trees on Mountain Slopes Together With Moisture Accumulating Trenches

The aim of this technology is to restore degraded forests by planting seedlings in moisture-accumulating trenches that increase the survival rate of plants in non-irrigated lands. Rainwater is collected in artificial trenches on hill and mountain slopes to accumulate water in the soil around the roots of trees planted at the bottom of the trenches. Native tree species are used, but non-native species can also be planted.

Selective Clearing

Selective clearing involves clearing fire-prone species and planting more fire-resistant resprouter species. This directs the vegetation to later successional stages, which increases the resilience to fires. The goals are to reduce the fuel load and its continuity and to increase the resilience of the vegetation to fires. The cleared vegetation is applied as mulch, which protects the soil from erosion, reduces soil temperature and moisture loss, and enhances carbon conservation. Selective clearing enabled the preservation of desired species, and by planting resprouter species the natural processes can be accelerated. Once established, resprouter species persist for a long time, which increases vegetation resilience to fires.

Woodlot/Fuel wood Production

The planting of trees in a portion of land for various uses, such as for the provision of firewood and building materials. Woodlots are mainly used to provide firewood, timber and building materials, and they also prevent soil erosion through their thick mulch and roots that hold the soil together. Other benefits of woodlots include improving/cooling the micro-climate, air purification, and acting as windbreakers. Tree plants are planted after shallow ploughing (for seeds) or placed in planting pits (for 6-10-week-old seedlings). Weeding is carried out in the first two years and the area is enclosed to reduce the effects of grazing by livestock.

Split Ranch Grazing Strategy

The Riaan Dames Grazing Strategy, otherwise known as Split-Ranch Grazing (SRG), is a fundamentally-different technology to grazing management in comparison with popular rotational grazing management systems in many western countries. SRG provides a full-year uninterrupted recovery period for rangeland after grazing. A full year's rest for the paddock allows maximum uptake of nutrients and maximum storage of these nutrients in deep, strong root systems and crowns, and ensures sustainability. Livestock are maintained in the paddocks planned for grazing until the mid-dry season to ensure that grasses in the rested paddocks have completed root growth.

Eco-Graze

Eco-graze is a grazing management system that involves rotation and resting of paddocks. It is based on the establishment of three paddocks with two herds within a rotational system, where all paddocks get some wet season rest two years out of three. Paddocks are sub-divided into three relatively equal sizes, though some flexibility is required to balance variation in the productive capacity of different land types within the paddock. The paddocks are fenced and extra water points, additional water troughs, and (where required) pumps are established

Rehabilitation of Degraded Pastures with Alfalfa

Restoring degraded pastureland with alfalfa, a fast-growing plant, and putting the area under quarantine for three years to allow for the pasture to restore sufficiently, which requires the agreement of community members. The restoration measures include levelling the soil with a rack to soften the soil and prepare the seedbed. Fertilizer (mineral or organic) applied and the area is protected from grazing during the three years. During this quarantine period the alfalfa has to grow sufficiently in order to be harvested for livestock fodder, although it may be possible to harvest some areas earlier.

Combined Herding For Planned Grazing

The daily combining of livestock from all households into a single herd, which are moved to different designated portions of the communal grazing area, and allows grass to recover before being re-grazed some months later. The technology aims to replace continuous, open grazing with a planned system to prepare the soil and grass for the forthcoming rainy season, and is particularly effective in areas with no fences and high incidence of stock theft and predator losses. Fixed stocking rates based on carrying capacities are replaced by flexible stocking rates which track availability of forage. Two grazing plans are developed for one year; one when perennial grasses are growing and the other when they are dormant, but plans may change and must take into account the factors that affect livestock performance and the capacity of the livestock owner

Manure Separation to Better Distribute Organic Matter

The primary purpose of manure separation is to produce a thick fraction with high organic matter and nutrient content and low moisture content. Slurry manure is fed through a manure separator that separates much of the thick material from the liquid portion. The thick material is a valuable fertilizer and can be transported over large distances. The thin fraction can be applied as fertilizer on the farm, on farmland in the proximity, or can be treated into a quality suitable for discharge in the environment or water drainage system.

Range Pitting and Reseeding

Technique used to restore degraded rangelands (steppe areas). Small shallow ‘pits’ are scooped out by the action of inclined metal disks (similar to the disks of a disk plough). A seed hopper mounted on the top releases small quantities of range-plant seeds into the pits and an attached light harrow covers the seeds with a thin layer of loose topsoil. For optimal reestablishment of vegetation, grazing should be controlled during the initial establishment phase.

Rehabilitation of Degraded Communal Grazing Land

Rehabilitation measures, including eyebrow pits and live fencing, are used to re-establish a protective vegetative cover. The main purpose was to re-establish vegetative cover on the almost bare, overgrazed site. Several species of grass and fodder are planted along the ridges of the eyebrows and drainage trenches. Contour hedgerows are established between the eyebrow pits and trenches and trees planted below the pits. Maintenance involves clearing the vegetation and cleaning the pits.

Creation of a Perennial Grass Seed Area
Improvement of pastures through planting perennial legumes, cereals and grasses and creating seed banks. The purpose is to restore the degraded area for later use as a pasture, to secure perennial grass and cereal seed production, and to improve pasture productivity in other areas. Establishment and maintenance activities include fencing the area, ploughing, sowing the cover crops in the spring, and mowing in the autumn.

Prescribed Fire
Use of prescribed fire to reduce the fuel load in the form of live and dead plant material and thus to prevent the likelihood of more damaging wildfire. The main purposes are the enhancement of grazing areas and the creation of a national network to limit the spread of wildfire. It involves strategically burning key sites to restrict the spread of the wildfire. The type of fire depends on the specific goals and on the weather conditions. The slope angle, the kind of fuels to be burned, the weather conditions, and the ability to control the speed of flame spread are all considered before carrying out the fire.

Animal Draft Zero-Tillage
Animal draft zero-till involves the use of an animal-drawn mechanical planter to plant directly in un-tilled soil to minimize soil disturbance and leave a cover of crop residues to conserve the soil and water. The protective soil cover reduces evaporation and enhances infiltration while the improved soil structure and organic matter content increases soil water storage making zero tillage an important drought mitigating strategy.

Home Gardens
Home gardens, containing tree, shrub, herbs, vine, tuber layers as well as poultry, produce food for household consumption as well as an additional income. All seven production layers can be found, with a tree canopy, lower trees, shrubs, herbs, a soil cover, roots and tubers as well as a climbing layer, although the number of layers varies by garden.

Silvo-Pastoralism: Orchard with Integrated Grazing and Fodder Production
This silvo-pastoral system serves multiple purposes: it increases land productivity with the establishment of fruit trees, supports land conservation by limiting livestock to certain areas, reduces water runoff, and improved soil moisture and water retention (especially in areas on high slopes. The integrated orchard with pastureland and fodder production is partially fenced to hinder livestock grazing. Trees are regularly pruned, while the pasture serves as feed for the livestock, with any remaining grass used as cut-and-carry fodder.

Agroforestry System
Agroforestry is a collective name for land-use systems and technologies where woody perennials (such as trees, shrubs, palms, or bamboos) are deliberately used on the same land-management unit as agricultural crops and/or animals, in some form of spatial arrangement or temporal sequence. The system has been proposed to farmers and re-introduced to the region with the aim of reducing environmental impacts and energy inputs as well as improving biodiversity and agricultural landscape

Traditional Cut-Off Drain
A ditch made of soil and stones that protects fields from water runoff. Stones are placed on the lower side of the ditch to raise the soil wall and to stabilize the ditch, reducing the water flow. The technology can be used in several land uses types

Dejen Stone Bund
A stone bund is an embankment of stones constructed across the slope along a contour. The stone wall is stabilized with grasses and fodder plant species. Its main purpose is moisture harvesting and controlling soil erosion from cultivated fields so that the plants have sufficient soil depth to establish and grow.

Paved and Grassed Waterways
An artificial drainage channel constructed along a steep slope to receive run-off from cut-off drains and graded structures and safely drain it towards a natural waterway. The waterway carries excess water to the river, reservoirs or gullies safely without creating erosion. Vegetative waterways can be used in place of stones and for gentler slopes. Paved waterways are suitable in steeper terrains and areas with large amount of stones.

Riverbank Stabilization
A low cost and an easy activity for protecting agricultural lands, gardens and public infrastructure from the damages of flash flood. The plantation of long root trees in lower catchment areas is to hold the soil in place with their root structures, decreasing land degradation and soil erosion. Cuttings of willow and poplar also serve as wind breaks. Protection by fencing with barbed wire in two first years also prevents grazing of leaves and new branches by animals. Additional benefits of the technology are the increased availability of wood beams for construction, of fuel wood and of fodder. Increasing the number of indigenous trees helps to reduce the negative effects of climate change.

Haraghie Stone Bund
The stone bund is an embankment constructed along the contour to minimize soil erosion and prevent runoff damage from downstream fields. It is constructed from stone/soil, with a ditch at the upper side of the bund for stabilization. The technology is suitable for areas with gentle to undulating slopes and in cultivated areas with moderate soil depth.

BEST PRACTICES FOR LAND ADMINISTRATION SYSTEMS IN DEVELOPING COUNTRIES

Land Policy Principles

1) The pivotal tension of sustainable development is between the environment and the pressures of human activity. It is the system of recognising, controlling and mediating rights, restrictions and responsibilities over land and resources that forms the fulcrum. Thus “land administration” can and should play an important role in the infrastructure for sustainable development (Figure 1). In this context, “Sustainable development means development that effectively incorporates economic, social, political, conservation and resource management factors in decision-making for

development. The challenge of balancing these competing tensions in sophisticated decision making requires access to accurate and relevant information in a readily interactive form. In delivering this objective, information technology, spatial data infrastructures, multipurpose cadastral systems and land information business systems will play a critically important role. Unfortunately modern societies still have some way to go before they will have the combination of legal, institutional, information technology and business system infrastructures required to support land administration for sustainable development" (Ting and Williamson, 1999b).

2) Emerging economies face a daunting task. Perhaps the focus should not be so much on "catching up" as on learning from the mistakes of those who have gone before. There is also the likelihood of finding more innovative methods. The fact that a fully surveyed cadastral layer is too expensive at a particular stage in a country's development or in the development of part of a country, should not mean that documentation or registration of a diversity of rights over land cannot go ahead. The benefits and risks need to be weighed.

3) Land administration is not land reform. Land administration reform should if possible be non-political and should be concerned with putting in place an efficient land administration infrastructure to manage the humankind to land relationship. Land reform and land tenure reform, have by their very nature political objectives, such as re-distributing land between different groups, and as such should be kept separate from the development of a land administration infrastructure. In general the introduction of a land administration system should not change the land tenure relationships between people and land. On the other hand land administration systems will enable land tenure reforms to be introduced. In one sense a land administration infrastructure provides an inventory of rights, restrictions and responsibilities in a country.

4) The humankind to land relationship in all countries is dynamic (Figure 2). This means the land administration response to manage that relationship Land Administration Guidelines – Ian Williamson - 21 July, 2000 – Page 8 will always require change. The current global drivers for change include sustainable development objectives, urbanisation, globalisation, economic reform and environmental management, with technology impacting across all areas.

5) Land administration systems of the future will need to manage a growing complexity of rights, restrictions and responsibilities over land due to a greater awareness of environmental and social imperatives, as distinct from a more traditional focus on economic imperatives

6) In general, land policy should precede and determine legal reform, which in turn should result in institutional reform and finally implementation (Figure 4). The reality is that legal and institutional reform are very difficult and require a major political commitment. As a result these functions and

reforms should at least continue in parallel. However it is important that legal reform, institutional reform and implementation with regard to introducing or reforming a land administration system, should usually be undertaken by one cohesive management team, unit or organisation within a country. Policies regarding land administration implementation, which are developed away from the daily operations of an organization, has little ownership and little chance of implementation without tension and management inefficiencies. On the other hand, land reform policy development is a different matter and obviously will need to be developed within a more political environment and as such can, and should, be developed separate from the development of the land administration system.

7) A land administration system should provide the infrastructure to manage land. Land policy decisions and land reform decisions should be kept separate from the management of the land administration system. An example is forestry and state lands which should all be included or recorded in the land administration system, yet management and policy decisions with regard to such lands are usually the responsibility of other agencies. On the other hand the land administration infrastructure in a country will be critical to the implementation of any sustainable development or environmental management policies. The land administration infrastructure is the foundation on which such policies are implemented. As such all national environmental and sustainable development policies should clearly articulate the role of land administration in implementing the policies.

8) A land administration infrastructure requires a legal framework which enforces the rule of law. Such a framework requires not only good laws but also legal institutions, professionals and government officials who are versed in the law, and a justice system which enforces the law. Such a legal framework is essential to ensure that land holders are secure in their occupation, they are not dispossessed without due process and compensation, and the land market can function with confidence and security.

9) There has been a significant change in the debate about cost recovery in land information systems over the last decade, especially in developed countries. In simple terms there is increasing recognition in developed countries that government is responsible for the majority of the initial costs in establishing the spatial data infrastructure in a state or nation, and particularly with regard to the cadastre. Transfer or exchange of data is at a nominal cost with increasingly partnerships being created to exchange different data within the state or national spatial data infrastructure (SDI) at no cost. Governments recognise that the benefits being returned to

government from this policy, especially in the land administration context include:

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   a) Development of a spatial information marketplace,
   b) Subsequent dealings within the land administration system,
   c) Economic development,
   d) Social stability,
   e) Reduced land disputes, and
   f) improved environmental management.

2) In the cadastral and land administration area this policy is driven by a need of central government to establish a common spatial data infrastructure (SDI) for a jurisdiction. Land information and the underlying SDI are becoming essential to the good governance and the adoption of sustainable development objectives. Historically land titles offices have given little attention or shown little concern for the needs of establishing a cadastral map for a region or creating a land information base outside their own needs. These offices have argued that they are in the business of supporting land markets and are simply not interested in putting in too much effort into cadastral mapping. In a similar way, local government will not use and support a national or state spatial data infrastructure unless it is in local government interest and reduces their costs. They will certainly not expend their own resources for a function which they see is not their business. Therefore in order to establish a spatial data infrastructure for a state or country, central government has to fund the creation and use of their SDI through the establishment of partnerships (and funding mechanisms) to make it worthwhile for all users to use the same SDI. There are some important lessons for developing countries in these experiences.

3) Land administration and cadastral systems, and land titling are not just rural activities, but are **national** activities. They are just as relevant to urban areas as rural areas. Addressing urban poverty is a major issue, as is rural poverty. Land administration reform in countries like Indonesia is just as urgent in informal or squatter settlements in urban areas (and is often more urgent) than in rural areas. The importance of this is highlighted now there is a recognition that cities are increasingly the engines of economic development in developing countries. This is especially an issue from the perspective of social stability, environmental management and sustainable development. At the same time issues of addressing indigenous rights within a land administration infrastructure are just as critical as rural and social issues,

but require different strategies. More importantly it is virtually impossible to undertake substantial land administration reform without considering all land, and that includes urban as well as rural, state, forest and indigenous land. A national approach is essential for land administration reform.

4) Decentralisation (or what is often termed deconcentration) is a key to land administration implementation in most countries. All land records are usually kept at the local land office level including cadastral maps, land registration documentation and land tax records. The local land office usually works closely with the elected local authority which is responsible for land use, development and environmental management. However a key aspect of decentralization or deconcentration is that there must be a central authority to establish policies, ensure quality of services, provide or coordinate training, to limit corruption and implement a personnel policy (particularly with regard to circulating senior staff). The central authority must have a funding base to ensure that the policies adopted at a local level will support state or national objectives. In those cases where total responsibility is given to a local level (including the financial responsibility), there is an inevitable tension with national objectives. Such an approach means that the establishment of a national focus for land administration, including the creation of a spatial data infrastructure, will be very difficult, if not impossible. The local authority inevitably works to its own agenda with little regard for national policies. Such an approach has particularly negative consequences for the achievement of national sustainable development objectives.

Land Tenure Principles

Experience suggests that it would be unwise to adopt a positive title Registration system without adopting adverse possession to part parcels (note this is a different issue to adverse possession of whole parcels). The importance of this is that it ensures that boundaries reflect occupation. This permits "general" boundaries, and more importantly graphical cadastres, to be adopted. Importantly, experience in countries such as Malaysia and Australia show that the issue of adverse possession to part parcel can have a significant, and even a dramatic negative effect, on the operation of the land market in a country. Cadastral systems which do not permit adverse possession to part parcel are usually less efficient and significantly more expensive.

Developing countries should consider the range of alternatives to confirming security of tenure and promoting the growth of the land market. A good example is the Qualified Title (QT) strategy adopted by Malaysia, possibly the NS3 Certificate strategy adopted by Thailand prior to the TLTP and the Qualified Title approach adopted in some Australian states to bring general law land under title registration. This paper is not suggesting that the Malaysian approach is necessarily the best strategy for every country. However it does appear to offer another strategy, other than the use of systematic titling. It is a particularly useful approach for the development of row or link housing in urban areas although it has been reasonably successful in rural areas as well. At the same time, Malaysia recognizes the weaknesses of the QT approach, especially if sustainable development objectives are to be met. If the QT system as practised in Malaysia was to be considered for application in another country it would be important to spend considerable time fully understanding

the strengths and weaknesses of the system. The reality is that the statutory framework gives little insight into how the system really works. An examination of the needs of any country **across all tenure relationships** before a final decision is made on the long term cadastral or land titling strategy should be undertaken. At the very least it appears Indonesia requires a major ongoing commitment to land administration policy reform at the same time as it pursues a systematic land titling approach. However within the current statutory and administrative structure, this may or may not be successful.

The experience in developed countries is that land administration and cadastral systems can no longer rely on manual processes or traditional structures that supported individual economic or taxation imperatives. Stand-alone or isolated approaches that supported individual purposes where data and processes were maintained separately (in data silos), such as land valuation, land titling and management of state lands and forests, are not sustainable. They are being replaced by multipurpose cadastral systems where information about natural resources, planning, land use, land value and land titles, including private or individual rights and indigenous interests, can be integrated for a range of business purposes. Within a developing country perspective, the institutional arrangements to support such a vision are much more difficult. On the other hand there are some excellent examples in developing countries where the institutional arrangements are such that surveying, mapping, land registration and valuation are within the one government department (Thailand). Such arrangements certainly facilitate more integrated developments and the inevitable need to better utilize land administration data for purposes other than “stove pipe” or stand-alone systems.

Development is inevitable. Also any land administration reform must recognize the vast array of land tenure relationships from an active land market as found in an industrialized country to traditional and customary tenures. The key to future development is to adopt sustainable development objectives. Where development proceeds it must be done with transparency, fair compensation and the involvement of all stakeholders. Fundamental to this objective is the legal recognition and documentation of indigenous rights. There is an increasing amount of experience internationally on strategies and approaches to document and map the spatial dimension of indigenous rights.

Indigenous rights are often very different from “western” private or individual rights. Typically they cannot be adjudicated and mapped using the same approaches and techniques. Indigenous peoples often have different spatial concepts from Western society. It is inappropriate to assume a contemporary cartographic knowledge by indigenous peoples. The key is to develop a land administration infrastructure that accommodates both tenure forms. Just as there are many different forms of “western” land tenures, there are equally many different forms of indigenous tenures.

The adjudication and administration of customary, indigenous, traditional or tribal lands usually requires the establishment of a specialist government organization such as a Department or Board of Indigenous Lands, together with a judicial tribunal to oversee the adjudication of such lands and to resolve disputes.

Land Administration and Cadastral Principles

While it must be recognized that each country has different requirements for cadastral and land administration infrastructures due to their specific social, legal, cultural, economic, institutional and administrative circumstances, there are common principles in the design and implementation of land administration infrastructures.

THE CADASTRAL CONCEPT

Every nation, state or jurisdiction and many of the sub-areas within a national, state or provincial jurisdiction are different and require different land administration approaches depending on the circumstances. Due to their different stages of development, different countries have different capacities for the development of land administration and cadastral systems.

A sustainable development objective for a country requires all land to be included or recorded in the land administration system. This means the cadastre must be ***complete***. In other words the land administration infrastructure should include all rights, restrictions and responsibilities with regard to all lands in a country. This means ***all*** state, private, traditional or customary, and forest lands, should be identified in the ***one*** land administration system. Without a complete cadastre, land can be "stolen", land tax processes are open to corruption, transparency in land administration is lost and good governance is undermined. While the reality is that such a vision may not be possible in the short to medium term in developing countries, it should be the accepted policy which provides a road map for future development. Most land tiling, land administration or cadastral projects world-wide do not attempt to establish a complete cadastre. The adoption of a policy of a complete cadastre has only been adopted in many developed countries in the last 10-20 years.

However to some degree the strategy of separate projects, say focussed on adjudicating private lands, was promoted in an era prior to the recognition of the key role that land administration plays in promoting sustainable development. While the reality is that sustainable development is still just rhetoric in many countries (and I suggest some land administration projects), it is a global trend which will increasingly and inevitably impact on the design of such projects.
In developed countries, the value of land registration systems has expanded from being primarily a mechanism to quiet titles, reduce disputes and support efficient land markets, to being an important source of **land information** essential for the support of good governance and sustainable development. While this recognition and reality will most probably not be seen for some time in most developing countries, again there is an inevitability in the trend and as such developing countries should be aware of the need and the trend.

The success of a cadastral or land administration system is not dependent on its legal or technical sophistication, but whether it protects land rights adequately and permits those rights to be traded, if appropriate (for example in many countries it is not appropriate to facilitate a land market for indigenous rights. However it is essential to protect indigenous land rights and ensure there are fair and equitable systems for leasing indigenous lands where that is government policy) efficiently, simply, quickly, securely and at low cost. The system should operate with no opportunity for

political interference, ad hoc government decision making or corruption. All processes should be simple and transparent.

The key performance indicators for a successful land administration system are whether the LAS is **trusted** by the general populace, protects the majority of land rights, provides security of tenure for the vast majority of land holders and is extensively **used**. If these criteria are not generally met then there is a fundamental problem with the system. Land administration, cadastral and land titling projects are by their very nature, long term. As a result, it is essential to have two strategies running in parallel; the **first** to undertake the adjudication of individual, customary and common property rights in a systematic manner (land titling) and put in place a system to register on-going transactions and **second** is to continue policy development, improve the land law and regulations and ensure that adjudication and titling can still proceed in a sporadic manner. Simply a country cannot stagnate while policy development and statutory reform are underway.

Land administration reform should focus on **processes** such as adjudication, land transfer and mutation (subdivision and consolidation), rather than on institutions, legal and regulatory frameworks or specific activities such as land registration or cadastral surveying and mapping.

By their very nature, land administration systems are complex often with no clear directions for reform. Reforming LAS are similar to research projects. Their design is suited to the skills of persons with research experience. There is considerable benefit of involving persons who are active in land administration research, in the design and operation of land administration systems, particularly in the early stages and in pilot projects. The extensive involvement of such persons in the early stages of the Thailand Land Titling Project is an example of the use of their skills.

The development of a vision for a future land administration system is an integral part of any land administration reform strategy. For example the cadastral vision adopted by the UN-FIG Bogor Declaration on Cadastral Reform (1996) is to "…develop modern cadastral infrastructures that facilitate efficient land and property markets, protect the land rights of all, and support long term sustainable development and land management."

Typically a national land administration vision would have a policy vision, an institutional vision, a legal vision, a technical vision as well as an overall vision. Suffice to say **the development of a land administration vision for Indonesia is not only possible but is essential as a road map for the future development of the nation.**

In undertaking the difficult task of implementing a land administration, cadastral or land titling project, it is often easy to forget why the project is being undertaken. A common fault of some LAS projects around the world is that they focus on the technical aspects of the project, such as mapping, adjudication, surveying and preparation of titles, and sometimes forget the main objective for the project. Such projects are never about land titling **per se**, nor should they be. They are about facilitating sustainable development, land markets, social justice, institutional reform, poverty eradication, environmental management or addressing regional income disparities. It is essential that in all projects that there is a regular "reality check" against the primary objectives of the project, not

just against how many parcels have been surveyed or titles issued, although this is an obvious essential indicator.
In designing a LAS project it is generally regarded that there are no simple answers and few systems from other countries which can easily be transferred to another. LAS projects are particularly unique in this regard due to the individual social, cultural, legal, institutional and administrative arrangements in each country. However every country can learn from the successes and mistakes of others. Designing a LAS is like designing a research project. As a result each LAS project should be extensively documented, and an effort should be made to ensure the best project documents are published in international journals, books and published reports for the benefit of land administrators and researchers.

Land administration reform is not simple systematic registration. Land administration reform, or cadastral reform, or land titling, are complex issues which require complex solutions, as has been shown in Indonesia. The simple application of land titling in any country can be a high risk approach unless it is done within a broad land administration framework. With an appropriate statutory and regulatory environment, systematic titling can be one of the best "tools" in the land administration "toolbox".

But it is just one response in the "toolbox" for land administration reform, even though it is a very important option and maybe the most important. In country environments where there is not an appropriate social, economic, legal and regulatory infrastructure to support land administration reform or need, it may do more harm than good (for example where the rights in land to be adjudicated are weak or where there is no infrastructure to support the maintenance of the system).

There is considerable documented experience in designing land administration, cadastral and land titling systems. As a result there are a number of key issues and strategies to be considered within the design process:
a) The development of a strategic vision and associated implementation strategy
b) The recognition that land administration (and particularly land titling) is not an end in itself
c) The recognition that all countries are different and it is difficult to transfer experiences from one country to another
d) Land administration reform should concentrate primarily on the three cadastral processes of land adjudication, mutation (subdivision and consolidation) and land transfer, ***not*** the cadastral entities or institutions such as land titling, institutional arrangements, legal and statutory infrastructures etc. These are secondary considerations.
e) Institutional reforms are usually more important than statutory and regulatory reforms or the introduction of new systems and technologies.
f) The key institutional reform is to have all cadastral processes administered within one government department
The design of any land administration project should understand the components of a re-engineering process. First, this requires an understanding of the impact of global drivers (sustainable development, urbanization, globalization, economic reform and technology) on the changing relationship of humankind to land in the context of the individual country. This in turn effects the resulting land administration and cadastral environment and vision. Through a strategic planning process, which incorporates a full understanding of the existing LAS, a new conceptual LAS can be

developed. Through an implementation process this results in an operational LAS, which through benchmarking, performance monitoring and feedback, influences all the previous steps in an ongoing reform and re-engineering process. Obviously this is a simplified view of business process re-engineering. Re-engineering has a focus on improvements in performance, a focus on processes not products and well as the adoption of a whole range of management concepts such as adopting a "business risk" approach and usually the introduction of information technology.

Outsourcing in a LAS is possible and in many cases is highly desirable. It appears that opportunities are greater in developed countries than developing countries for outsourcing. The key components for outsourcing are a well-established legal and regulatory environment, well established professions and the availability of trained personnel. For an extensive review of outsourcing see Holstein (1996b). A common problem in land administration projects is underestimating the magnitude of the task. This relates to the number of parcels in the country, the requirement for trained personnel and the necessity for institutional and statutory reform.
The importance of developing and maintaining benchmarking processes and performance indicators cannot be over emphasised for the successful completion of a LAS project.
There is benefit in developing hypothetical frameworks and pilot (research) projects for LAS, which may have relevance for specific countries. This allows lateral thinking and the testing of alternative options and strategies.
The success of a land administration, land registration or cadastral system is not dependent on its legal or technical sophistication, but whether it protects land rights adequately and permits those rights to be traded (where appropriate) efficiently, simply, quickly, securely and at low cost. However if the resources are not available to keep the cadastral system up to-date then there is little justification for its establishment.
Systematic adjudication of land rights which are legally insecure or are of only marginal value, result in a poor or weak land administration system, which may have little impact on the economic development, social stability and environmental management of a country.
One of the arguments in favour of title registration in a developed country context is not only how effectively it supports the operation of the land market and protects the rights of land owners or occupiers, but how it supports a national land information system. In this context title registration is an efficient way of recording primary interests in **all** land parcels in a state, jurisdiction or country. At the same time title insurance, due to private sector ownership of data, does not usually support the establishment of national LIS and is consequently not encouraged. While such a vision is often seen as long term in developing countries, it will become increasingly important in support of sustainable development objectives and good governance.

Irrespective of how good is a land registration system, unless it operates in an environment of professionalism, accountability and good governance, and in an environment which is accepted by the wider populace, it will not be successful. On the other hand if government officials are personally liable for errors, then they can become over cautious, with the result that the whole system can slow down dramatically. What is required is an environment of "risk management". As a result, while government officials need to be well trained and an environment of accountability developed, they should not be personally responsible. However if private licensed surveyors undertake cadastral surveys as an example, then they should be legally responsible for their surveys, not the government. Importantly if the professionals who operate the system, both within

government and in the private sector, are not well educated and trained, ethical and professional, the system will struggle.
In many jurisdictions legal cadastres utilize or evolve from land valuation or land tax data and associated maps. It is desirable that land administration systems should have these two data bases integrated. Overtime the legal cadaster can then provide the integrity for the land tax cadastre. Increasingly the valuation responsibilities and legal cadastre are being amalgamated into the one organization.

INSTITUTIONAL PRINCIPLES

Experience shows that successful land administration systems have all the land administration functions within **one government organisation**. There should be one government department responsible for the land administration **infrastructure** in a country. This does not mean that such a department controls the use of the land across the country but it does control the land administration infrastructure or the recording of "what is where" and "who owns what". This means that at the very least the administration of cadastral surveying and mapping, land registration and valuation, are all in the one organization. However global trends indicate that the most successful systems also include all topographic mapping in the same organization. As stated by the UN-FIG Bathurst Declaration: "**Encourage** all those involved in land administration to recognize the relationships and inter-dependence between different aspects of land and property. In particular there is need for functional cooperation and coordination between surveying and mapping, the cadastre, the valuation, the physical planning and the land registration institutions."

State, government, forestry or reserve lands should be administered or at least recorded in the same system as private or freehold lands. Simply 100% of all lands should be included in the land administration system. In a simple sense a land registry should become a national inventory of landed interests.

Devolution of responsibility of operations and record keeping to the local level is essential as long as there is central guidance, policy direction and quality control. As stated in the **recommendation** from the UN-FIG Bathurst Declaration "…Whilst access to data, its collection, custody and updating should be facilitated at a local level, the overall land information infrastructure should be recognized as belonging to a national uniform service, to promote sharing within and between nations".
One of the key challenges in land administration reform, which has been identified in many forums, is the strategy to bring together the national mapping agency and the national cadastral agency in a cooperative relationship, and ideally within the same organization.
One of the major weaknesses in establishing land administration projects is that they focus on establishing land administration **institutions,** not land administration **processes.** The focus should be on the key cadastral processes of land adjudication, land transfer and mutation (subdivision and Consolidation). All institutional and legal arrangements should be focused
On these **processes.**

SPATIAL DATA INFRASTRUCTURE (SDI) PRINCIPLES

Spatial data infrastructures are a critical component of land administration Infrastructures. Importantly the cadastral, property or land tenure layer must be integrated with all other layers such as the topographic layer. These can be hard Copy maps in developing countries while they are becoming computerized Systems in developed countries.
SDIs are dynamic and both inter- and intra-jurisdictional systems which are based on partnerships between all levels and institutions. An understanding of the importance of partnerships in sharing land information and spatial data is just as important for developed as developing countries.
A spatial data infrastructure is seen as basic **infrastructure**, like roads, railways and electricity distribution, which supports sustainable development, and in particular economic development, environmental management and social stability. Importantly it must be users or business systems which drive the development of SDIs (Figure 9). In turn the business systems which rely on the infrastructure in turn become infrastructure for successive business systems. As a result a complex arrangement of partnerships develops as the SDI develops. Increasingly governments are accepting that sustainable development is not possible without this basic **land information infrastructure**.

TECHNICAL PRINCIPLES

The introduction of IT and computerization of land administration records is difficult. It requires long term political, financial and institutional Commitment. Computerization of alpha-numeric data is easier than computerization of spatial data.
In countries which were colonized at some stage in their recent history, there is inevitably a residual influence of the colonial land registration and cadastral surveying and mapping systems. These systems were usually put in place to support the interests of the expatriate colonists, **not** the local or indigenous peoples. These “colonial” systems have been continued, usually in urban areas where fledgling land markets are operating and in high value rural lands such as for Palm Oil or rubber plantations. Typically these systems are not in sympathy or have difficulty being modified for national application in a country. Such developing countries cannot afford the relatively expensive systems which the colonists introduced, yet for vested interests, government officials are often adverse to making these systems more flexible and lower cost. What usually results is the development of **parallel** cadastres. This results in a relatively expensive, slow and administratively bureaucratic system which is still influenced by the colonial heritage and a parallel informal system used by the wider community. **Merging these two systems is without doubt one of the biggest**

CHALLENGES FACING MANY DEVELOPING COUNTRIES.

Computerization is one of the most difficult components of land administration reform in developing countries. In one sense it is essential and inevitable, but care needs to be taken in the introduction of IT. The introduction of IT into large government departments in developing countries requires a major IT strategic plan and a long term commitment.
A decade is not a long time to introduce basic IT in an administrative sense for mainstream land administration record keeping. Training is critical. However one of the biggest problems are often the vendors of IT, and particularly for GIS software, who peddle their wares and show examples of what the technology can do. The reality is very different. The introduction of GIS in a mainstream

land administration sense is very difficult. While it is inevitable, it is difficult, requires a long term vision, requires extensive education and training, requires a simple IT implementation program, requires long term political support, leadership at the highest levels in government, and requires a long term commitment to human and financial resources. Experience from developed countries suggests that the best way to introduce IT is through the use of the private sector. But be prepared – the introduction of IT, and especially GIS, is expensive and requires significant on-going financial and human resources. Simple, manual systems are often much easier to introduce, especially where labor costs are low.

An important principle in choosing the most appropriate cadastral surveying and mapping strategy is to remember that these technologies and methodologies are not ends in themselves. The primary role of cadastral surveying and mapping is to support the establishment of the spatial cadastre and in turn support the manner in which the population relates to land. Another principle is that cadastral surveying has the primary role of supporting the creation of the cadastral map in a land administration system. Unfortunately in many systems the cadastral map is subservient to the isolated or sporadic cadastral survey.

The choice of which forms and associated accuracies of cadastral surveying, cadastral mapping, monumentation and boundary identification are used, should be driven by the specific requirements of the area being titled. The most controversial aspect of surveying and mapping with regard to land administration reform is often the form of cadastral surveying adopted. The "toolbox" approach is very applicable to cadastral surveying and mapping. There is a vast array of survey techniques and boundary marking approaches that can be used, all resulting in an equally efficient and market. From a simple perspective systematic adjudication is high cost to government initially, but leads to graphical cadastres which can be maintained by low cost cadastral surveys. Overall it is a more efficient and effective approach delivering many more benefits to a country, especially from a national perspective. On the other hand sporadic adjudication is low cost to government initially, only really serves the interests of the relatively wealthy land owner, and requires ongoing high cost cadastral surveys (which are usually affordable to those who request them, but are too expensive to the poor land owner).
Cadastral surveying and mapping **are not** geographic information systems
(GIS). In fact cadastral systems have little to do with GIS.

HUMAN RESOURCE DEVELOPMENT (HRD) PRINCIPLES

The key to sustainability of land administration infrastructures is **human resource development**, and particularly education and training, both in country and overseas.

One of the weaknesses in the design of land administration projects is often the commitment to human resource development (and particularly formal education and training, both in-country and overseas, short courses and study tours). Without doubt, this is one of the most important factors, if not the most important factor in the sustainability of projects. As a "rule of thumb" at least 10% of the overall budget for a project should be committed to human resource development (this does not include consultant input). For example the Swedish aid agency SIDA tries to adopt
30%.

There is a major world deficiency in higher education and associated research in land administration. Experience shows that programs cannot be grafted on to existing surveying or geomatic engineering programs with a strong "measurement science" focus. For a successful higher education program in land administration and cadastral systems, it is essential that university departments have a number of active land administration academics to coordinate and drive it, and undertake research in the area. A major commitment needs to be made by such organizations as the World Bank and other international aid organizations, if the higher education needs of land administration are to be met globally. Each LAS project should invest considerable resources in the establishment of such education and research programs. Often governments and consultants have a vested interest in minimizing a commitment to education and HRD in general.

Training at a technical level both in technical institutes and at departmental training institutes in-country, are equally important to higher education in land administration.

Institutional support in land administration projects which require the establishment or significant growth of an efficient and ethical private sector, and particularly in the professions, is not a "nice to have" but should be seen as mainstream and essential in a LAS project. Refer to Holstein (1996b) for a comprehensive review of the roles of the public and private sectors in land titling and registration projects.

CHAPTER SEVENTEEN

SMART LAND TRANSACTIONS AND TECHNOLOGY

There is a growing trend of using land transactions and technology in order to make the process of buying and selling land easier. Some of the more popular technologies used in land transactions include property listings websites, automated auction systems, and GPS mapping.

GPS LAND TRANSACTIONS

Amendments to the General Regulations (gazetted 5.9.2000) removed the technology specific provisions that prevented the use of GPS for cadastral surveys without first obtaining special approval from the Surveyor General. The Regulations are now technology independent and allow for the use of GPS technology in all cadastral surveys. Surveyors responsible for surveys are to ensure the accuracy requirements of the Regulations are met and that the field records accurately reflect the methods and results of the surveys[224].

Control Surveys
The Special Survey Area Guidelines under General Regulation 26A include material specifically covering control surveys by GPS.

Geodetic Connection
Generally, each GPS survey for cadastral purposes should be connected to the State Geodetic Network. Landgate can provide verified coordinates for geodetic survey marks that can be used as datum stations. If it is not reasonably practical to connect to a geodetic mark the origin of the coordinates for the datum station, and the nature of that station must be provided in the field record.
In urban areas the two closest State Geodetic Survey Marks should be used as datum stations and to provide redundancies for the survey.
In rural areas a State Geodetic Survey Mark within 10 km of the land the subject of the survey should be used as the datum station. If there is another State Geodetic Survey Mark within 7 km of the survey, that station should be used to provide a redundant connection.
If the State Geodetic Network is considered inadequate for efficient GPS surveys in a particular area it is recommended that the Geodetic Survey section of Landgate be contacted for advice. Consideration may be given to an extension or densification of the network in that area.

[224] **GPS for Land Surveyors, 4th Edition - Conservation Tools**

Permanent Marking of GPS Stations

At least two GPS stations within each small subdivision (more on larger rural subdivisions) should be permanently marked or referenced (horizontally, to cadastral standards of visibility and stability). If, to get satellite visibility, stations outside the subdivision need to be occupied each should be in a secure place and be permanently marked or referenced as above.

In all cases the relationships between these reference stations and the cadastre and the geodetic control used should be recorded in the field book.

Distant Reference Marks

In any situation where a GPS station is established individually and an azimuth is not otherwise obtainable on the ground (either by sight to another GPS station or from other lines of the survey) then a distant reference mark should also be established. The reference mark should be visible from that GPS station and ideally at least 150 metres away from it.

Field Notes Equipment

The following details for each item of equipment used in the survey are required for legal traceability purposes:

- Manufacturer
- model number
- serial number
- Calibration details and certificate number (if applicable).

This requirement is applicable, where relevant, to the following equipment types:

- GPS receivers,
- Theodolites,
- EDM units,
- Electronic tachometers (‘total stations’), and
- Steel bands

CHAPTHER EIGHTEEN

LAND ADMINISTRATION AND AUTOMATION IN UGANDA

Automation has gained widespread usage in recent years in various processes of both public and private organizations. Indeed, there is agreement among scholars that automation application is usually pursued judiciously in organizations (Qazi, 2006). Sheridan (2002) offers varied conceptualizations of automation, such as data processing and decision making by computers, while Moray, Inagaki and Itoh (2000) perceive it to be any sensing, information processing, decision making and control action that could be performed by humans, but is actually performed by machines.

As Sheridan and Parasuraman (2006), and earlier Kaber and Endsley (2000), contended, human-automation interaction explains the complex and large scale use of automation in various fields. Further, it explains the ability of humans to interact with adaptive automation in information processing, hence enhancing the achievement of optimal performance within an organization.

The literature argues that automated assistance is usually adaptively applied to information acquisition, information analysis, decision making and action implementation aspects, (Lee and Moray, 1994). However, the choice of a framework for analysing and designing automation systems is grounded in the theoretical framework and addresses aspects such as the role of trust, system acceptability and awareness measures (Lee and Moray, 1992). While automation is deemed to perform higher level problem–solving tasks, often the human capacity limitations lead to errors thereby intensifying the challenges of adopting of automation Frank (1998). This constraint subsequently determines the level of automation in allocating the functions to be automated, in particular, the level of the desired autonomy that represents the scale of delegation of tasks to automation and the associated implications for reliability, use and trust (Lee and See, 2004; Lewandowsky et al., 2000).

One driver of adopting automation is its ability to enhance operational efficiency of processes and the associated positive changes in the productivity of the organization. Notwithstanding this increased output rate, automation is often problematic, especially if people fail to rely upon it appropriately (Adam et al., 2003). The support for this contention is that technology is shaped by the social setting on the one side and trust that guides the assurance and reliance of the stakeholders on the other. This is in line with the fact that automation characteristics and cognitive processes affect the appropriateness of trust (Itoh, 2011).

Endsley and Kaber (1999) look at another dimension of automation by arguing that automation is applicable to different aspects of organizations, but to a varying degree, hence creating different levels of task autonomy. Therefore, the debate on automation can only be conclusive if it addresses the issue of whether partial or full automation is the desired goal of the organization. The relevance of full automation achieving the desired performance of that organization is usually at contention, though achieving a reasonable level of automation, especially for those tasks that are performed by human beings, is certainly the aspiration of every organization.

The automation of individual intellectual capabilities would allow accomplishing a higher level of automation in organizations, since within the information systems domain, managerial decision making is of special importance (Kaber and Endsley 2004). The variety of tasks that are performed by managers is immense, hence justifying automation of some, especially those that are simple, complex and repetitive with a distinct application domain while leaving those that seem not to permit automation. The argument for limiting automation is that managers act in an environment that is characterized by ambiguity and risk, hence the creation of room for discretion or judgment.

The above position finds support in the management automation scenarios advanced by Koenig et al. (2009), however, they castigate the failure to understand the effects of automation. Muir (1992) states that this is due to the problem associated with either under- or over-trusting of the automation process. The answer to the problem lies in embracing progressive automation as a way to introduce automation in a manner that quickly leverages the positive effects of automation, while reducing the potential negative effects through a gradual increase in automation. This will help align the various management automation systems to a simple common model, where users will have a better knowledge and more experience when pursuing a high level of automation in the future. Further, one contribution of progressive automation is its ability to have people build up the appropriate amount of trust in the automation system's structure and behaviour, its components and data.

According to Lee and Moray (1992), the decision to rely on automation by the users depends on both trust and self-confidence. Where there is overriding self-confidence in one's ability to perform a task over one's trust in automation, one is most likely to perform the task manually. The reverse is true in incidences where trust in automation is greater, then reliance on automation will dominate. However, Riley (1996) introduces mediating domains of automation reliability and the level of risk associated with the particular situation. The decision to use automation can depend upon different system management strategies (Lee, 1992) and user attitudes (Singh, Molloy & Parasuraman, 1993).

Another distinction in how to use automation is reliance (Meyer, 2001). Reliance refers to the assumption that the system is in a safe state and operates within a normal range, (Dzindolet 2003). Over-reliance is attributed to factors of workload, automation reliability and consistency, and the saliency of automation state indicators (Parasuraman & Riley, 1997). Inappropriate reliance on automation relative to the automation's capabilities may reflect poorly on calibrated trust, automation bias and complacency, and may also reflect failure rate behaviours (Moray, 2003).

Trust as an attitude is a response to knowledge, but other factors do intervene to influence automation usage or non-usage decisions (Muir, 1997). While trust is an important element in those decisions, it is far from the only one. According to Lee and See (2004) humans use alternate routes by which they develop their trust, namely the analytic methods that assume rational decision making on the basis of what is known about the motivations, interests, capabilities and behaviours of the other party. Cialdini (1993) argues that we tend to trust those people and devices that please us more

than those that do not. Further, there is realization of the temporal element to trust building that takes time to acquire, whether through experience, training or the experiences of others.

Extent of automation in land administration

In setting the stage for automation there is acknowledgement that automation is applied to various organizations, however, the feasibility of any applicability necessitates understanding the nature of the **transactions** involved and the managers that perform the tasks (McLaughlin, 2001).

Introduced in 1908, the land administration management in Uganda is based on the Torrens system developed in 18thcentury Britain. The tenets of the Torrens system are that government office is the issuer and the custodian of all original land titles and all original documents registered against them. Further, the government employees in their management tasks examine documents and then guarantee them in terms of accuracy (Barata, 2001).

The Torrens system has three principles: the mirror, curtain and insurance principles. While the mirror principle refers to certificates of title, which accurately and completely reflect the current facts about a person's title, the curtain principle ensures that the current certificate of title contains all the relevant information about the title that creates certainty and offers assurance to the potential purchaser about the dealings on any prior title.

The whole trust and confidence in the transactions covered by the insurance principle will guarantee the compensation mechanism for loss of the correct status of the land. These combined principles contribute to secure land transactions and the development of the land market in any given country.

Practitioners in land transactions argue that the Torrens system ensures that the rights in land are transferred cheaply, quickly and with certainty. For manually managed systems, this is conceivable in cases of low volumes of transactions; otherwise, large volumes of transactions necessitate automation. It is argued that the benefits of an automated system will lead to efficiency, accuracy, integrity and cost containment. This will overcome the challenges of retrieval of documents and the inability to manage and store large amounts of data efficiently[225]

The management tasks in land offices include capturing the precise parcel of land, the owner, limitations of the right of ownership and any right or interest which has been granted or otherwise obtained. Another management task is the cancellation and creation of certificates of title, land notifications and transfers, subdivisions, showing all outstanding registered interest in the land, such as mortgages, caveats and easements.

In the management of land transactions there is legal examination of all the associated data entry on documents to make sure that the documents are correct and in compliance with the law affecting land transactions.

The objective of the examination is to ensure that the document complies with all applicable law and therefore, this process involves making judgments upon the relevancy of the law and ensuring certainty of the transaction.

Another management task within land transactions are those roles performed by the survey staff which involve reviewing and making the associated data entries, and comparing and interpreting the

[225] (Ahene, 2006).

existing land survey evidence with the new ones to ensure that the land surveyed on the new plan does not encroach upon adjacent lands[226]

In reference to the existing documents, the management task involves processing of searches of the records in the land office that are classified as public records which can be searched by anyone wishing to transact in land matters. Request for searches are usually received from agents, particularly lawyers and bank staff, that seek to verify the documents to conclude the transactions of their clients. To obtain a title search you must know the legal description, land identification numbers or the title number for the property you want to search. The primary purpose of the name search facility is to enable creditors and other parties with statutory rights to determine what interests in land are owned by the person affected by instruments. While the above management tasks are simple, with increasing volumes of transactions, the land office in Uganda was characterized as inefficient and riddled with unethical behavior. This outcry by stakeholders led to the adoption of the automation of the processes of the land office in two phases. The first step of automation was initiated by the government through the Ministry of Land and Urban Development. The approach involved capturing of the records in a digital format to create a reliable computer database to allow prompt searches and retrieval of information.

The second phase saw the introduction of automation-based decision making. These two phases meant that automation included data entry, indexing and scanning of Mailo land records. These fully automated interventions in the land registry helped generate computer-related information on land ownership, information on Mailo land transactions such as changes in property ownership and encumbrances thereon.

The automation of the land office meant all live paper titles were converted from their paper format into an electronic medium. In addition to each certificate of title being assigned a unique title number at the time of its creation, each parcel of land contained within each title was also assigned a unique code number.

A critical review of the documents produced during the process of automation reveal that the conceptual plan included a progressive computerization of the legal and administrative records, and cadastral maps.

The aim was to address the shortcomings of the manual system, restore the integrity of the land registry and ensure modernization of land registry operations to meet the needs of a growing economy. It was quite logical to start the process of the actual computerization of the land registry after getting the filing right and re-organizing all the registry records, reconstructing the torn and damaged records and vetting of all records in the manual system. This helped identify and get rid of any forgeries or problem land titles in circulation.

As a result of automation, most titles, all registered documents with a registration number and all plans can now be searched and retrieved electronically, in comparison to the previous practice of only being able to search through a registry agent. There are many advantages in the automation of the land office over the manual system, meaning that documents can be searched electronically and in a fast and expeditious manner.

The documents can also be easily replicated, averting potential loss from natural disasters and lastly the documents are linked with other documents. This chimes well with Maggs' (1970) assertion that

[226] (Barata, 2001).

automating land systems is only commercially practical where highly formalized rules are applied to highly standardized data. Where rules and data are not of a highly formal nature and so require a large degree of individual judgment, progress can only be achieved through the substitution of new formal rules and data structures.

CHAPTHER NINTEEN

PROPERTY LISTING WEBSITES

Sell More Homes on the Top Real Estate Listing Websites

With the advent of technology and e-commerce, people have increasingly become independent on the internet for most of their needs, and homebuyers are no different: According to the 2020 National Association of Realtors Profile of Homebuyers and Sellers, 51 percent of buyers found a home through the internet. In comparison, only 28 percent bought a home through a realtor and a mere 7 percent from a yard sign. Homebuyers and sellers can benefit significantly from real estate websites, more so because they allow you to view hundreds of homes with minimal hassle. This means that real estate agents who leverage websites are sure to generate more real estate leads and sell more homes/properties, thanks to the wide market and exposure that they provide. Indeed, the internet offers some of the best real estate listing websites you can use to market your property as a real estate agent as you are about to find out. But first, see why you should not underestimate the power of online property listing:

Advantages of Real Estate Listing Websites

Improved brand awareness – The major real estate websites usually experience high traffic and page views, meaning your branded listing will be seen by more clients when you publish it on these portals.

Wider reach – More people now have access to the internet and, invariably, they tend to consult online before making a purchase. Using websites to sell a home increases the chances of getting clients within a relatively shorter time.

Marketing – Websites allow you to market your property extensively by using pictures, videos, and photos, which helps create a more personal touch and a positive impression on your potential client.

Effective – More people are able to see your property when it's accessible online, unlike other methods, which may not be as effective. As such, you generate high-quality leads, which translates to more sales.

Flexibility – Real estate listing websites make it easy for you to modify the information at your own convenience since internet facilities are available 24/7**.**

ZILLOW

Zillow is undoubtedly one of the best real estate listing websites, thanks to its power, flexibility, and ease of use. Founded in 2006, it allows sellers, renters, buyers, and agents to search for homes, list

properties for sale, as well as connect with other sellers and renders. The website sources listings from both multiple listing services (MLS) and non-MLS (including auctions, non-MLS foreclosures, and sales by owners). Zillow is free to buyers and sellers.

Pros
- Has the largest database (over 135 million properties)
- Has an extensive criteria rating
- Easy to navigate
- Has mobile app which allows you to do your search anywhere

Cons
- Their Proprietary Zestimate algorithm is not quite reliable
- Realtors and lenders are required to pay for leads

REALTOR.COM

This website is linked to almost 600 regional Multiple Listing Services, making it one of the most accurate real estate websites. What gives Realtor.com the upper hand is it allows you to search for homes, tour homes virtually, and compare neighborhoods criteria like noise. Buyers can also contact agents for help with financial calculations through its app.

Pros
- Its database includes 99 percent of all MLS-listed properties
- Easy to search for homes
- Links to pre-qualified financial calculators for buyers

Cons
- No option for home sellers to list their property for sale

TRULIA

Trulia is owned by Zillow, which makes an equally reliable website for online property listing. Its biggest advantage is it provides multiple map views for every property, Moreover, you can get access to further information about the area, including places to shop, eat, and the rate of crime. It is the website for you if you are more interested in the neighborhood and not just the home you intend to purchase.

Pros
- You get access to local information about a particular area
- Personalized alerts for your criteria
- Links to pre-qualified financial calculators' buyers

Cons
- You need to register to save your search
- No option for home sellers to post their properties

Apartments.com

Apartments.com is one of the best websites for renters who are looking for apartment choices. Under the ownership of CoStar Group (a top real estate research company in the US), this website boasts wide research on most of the listed properties.

Property listings show detailed info about a property- including 3-D tours, any added expenses, floor plans, availability dates, and more. You can also check reviews on the area, nearby shops, and restaurants, transportation, etc.

Pros

- A broad list that includes houses, apartments, condos, and townhouses
- It has a mobile app with a built-in contact feature
- A library of articles on apartments and real estate

Cons

- Users may experience issues with sorting capabilities and updates
- Costs 29 dollars plus tax for up to 10 applications within 30 days

REDFIN

Redfin is an ideal real estate listing website for all home buyers and sellers, as well as for finding real estate agents. It is considered a better choice notably because of the benefits it provides, such as; a 3D tour of properties, help from local Redfin agents, premium placements, and open houses.

Pros

- Offers a custom home improvement plan
- Vetted service providers
- Cost coverage for project management

Cons

- You are required to pay a one percent listing fee or two percent listing fee if you want to access extra services

Foreclosure.com

This website is lauded for its mix of search criteria, education, and quantity listings. Essentially, you can search for homes in specific phases of closure as well as ones listed as “rent-to-own.” Note here that Foreclosure.com only lists homes in the foreclosure process. The website updates its data daily from government agencies, notices of lenders, and tax rolls.

Pros

- Offers tutorials on how to purchase homes in the foreclosure process
- Includes more than 750,000 foreclosures bankruptcy, pre-foreclosure, and tax lien listings
- Criteria include shadow inventory, rent-to-own, city-owned properties, etc.

Cons

- Monthly fee of 39.80 dollars
- 7-day free trial requires bank details to sign up

OPEN DOOR

Open-door is one unique website for one reason; when selling your house, you provide details about your home on the website, such as cabinets, flooring, your home's square footage, and so on. Once you provide this information, the company will place an offer to buy the property, and you can go ahead with selling it if the offer is reasonable enough.

Pros

- It is convenient for sellers as it eliminates the process of selling a home
- It offers cash to sellers and leaves them to decide if they want to go ahead with the sale
- The closing period of a sale is between 10 and 60 days, making it a good option for people who want to sell their homes quickly.

Cons

- It charges a 7.5 percent fee for services offered
- Repair costs are at their discretion, which might end up lowering your selling price if they set the repair fee high

Vesting land in the Government.

It is very imperative as the government can oversee the distribution of land and activities thereon to ensure the interests of the community are not suffocated.

It is very difficult for citizens to regulate themselves on how they utilize land as they are compromised by their insatiable and selfish economic gains. That is why law and policies are designed to compel them to behave and act in a desired manner.

It is therefore in the interest of and greater good of the public that the government takes part in resource allocation rather large chunks of land vesting in the hands of the few in perpetuity denying the vast majority of access to land in perpetuity too. One may ask whether the poor citizens will afford purchasing leases. In response, it will be the government to fix the prices therefor and ensure certainty and stability through a clear policy framework.

I must cite one of the challenges with this approach given the prevailing circumstances and dynamics of this country. It is apparent that corruption is novel and a catastrophe Uganda is grappling with, therefore, problems will come at the time of allocation and distribution and some people may take back doors to enrich themselves or grant leases to their relatives.

However, leaving other factors constant, this is a workable approach and it has been successful in other countries like the United Kingdom where land vests in the crown as the hold of fee simple title.

This may as well help to quell the inherent problem of attaching land to tribes as no one would have a chance of holding a lease perpetually to cement and concretize their identity with the land they occupy. This is because land will be belonging to government who is neither male or female nor capable of identifying with tribe.

However, this will greatly be faced with governments tending to lean towards their origin commonly known as "nepotism". It might be possible that if this approach lies and is adopted in wrong hands and minds respectively, a group of people with a certain identity which has majority of their tribemates in government may end up taking advantage of the others and they may in turn occupy or be granted vast parcels of land at the detriment of the others.

I must put a disclaimer that nothing in this book is directed towards any particular tribe or specific officials in government. I am spelling out possible challenges that are likely to affect land development given the prevailing circumstances in Uganda.
I therefore, submit that for this approach to be effective, there is need for a progressive and impartial government as well as strict observance and enforcement of laws.

Ownership of land by non-citizens
The position of the law obtaining currently is that non-citizens are proscribed from acquiring and holding land in freehold and mailo land tenure systems.[227]
The rationale behind this may be profoundly rooted the desire to prevent the occurrences that took place in the past, that is, to get rid of colonial influence. Secondly, it might be to preserve the race and native identity so as not to be supressed by foreigners.
The other may be to prevent dominance by foreigners given the fact that Uganda is a developing country characterized by high levels of poverty. If everyone worldwide was permitted to buy land in freehold, that may have a huge and noticeable impact in terms of power, influence and production since land is one of the major factors of production.
Like I highlighted on the issue of poverty, developed countries which are currently grappling with high population would unilaterally and potentially benefit from this at the expense of the natives since they have capacity to even purchase almost all land in a single country!
This may also be related to the international principle of territorial sovereignty and independence and without control over land, it difficult for a government to exercise influence.
In some countries, the restrictions of foreigners on owning land other than in leasehold, is not predicated on race but citizenship. It is not possible for a child whose both parents are foreigners to claim Ugandan citizenship by virtue of birth and they fall within the prohibited category. In contrast, in the United States, one becomes a citizen thereof automatically and by virtue of their birth therefrom without having in regard to the identity of the parents.
In Uganda, it is a different case, one or all of your parents must have been born in Uganda or had one of their grandparents born and party to one of the indigenous tribes stipulated in the schedule of the constitution[228].
Notwithstanding, there is one other controversial ideology that stems from the principle of universality and globalisation. This theory suggests that land should be universal and everyone whether native or otherwise should have the capacity to own land in whatever tenure.
I don't want to contradict my previous position on vesting land in government and the citizens acquiring leases thereon. I would therefore suggest that if this was to work, let everyone including non-nationals acquire that very tenure of leasehold whilst the land is vested in this the government. This helps to regulate the aforementioned challenges such as dominance since the government is in control. The justification for this position, that is, allowing foreigners to access land is that they have the potential to develop land given their economic and technological potential.
I must say that this is exactly not different from what the laws of Uganda set out. The only difference is as to whether a citizen born in Uganda by foreign parents automatically becomes a citizen of the same by birth hence entitled to rights enjoyed by Ugandans. This is an area that needs either consideration or emphasis as to the subsisting position.

[227] section 40 of the land act
[228] article 10 of the 1995 constitution (as amended)

Green revolution in semi-desert areas

Land productivity is still low in areas prone to and characterized by prolonged drought and desert like conditions, such Northern Uganda. If you have been closely following my discussion in chapter 10 and this one, the government has a high onus to rectify land issues and enhance its preservation and development.

Accordingly, the government to adopted green revolution and learn from **Col. Muamar Gadhafi** of Libya who transformed a desert into a green country. Uganda has not reached that stage and is endowed with waterbodies such as River Nile which flows through the very affected areas in question.

These are areas are highly faced with famine taking note of recent hunger problem in Karamoja which claimed multitudes of lives and other in devastating situation[229].

On individual level, it may be difficult to manage but the government has an upper hand in this where it can adopt and invest in production of food and sell at subsidized prices to these starving areas.

In this part I seem to be suggesting solutions to the existing problems yet the topic is future of land law. These are some of the ideas which the future or even existing government may need to adopt and this will greatly be operationalized by law and policies. It will need the amendment of existing laws on land and phrasing them in some tone of recommendations is in line with the fact that the laws have to be corresponding with the current needs of the people, a reason why we have amendments.

[229] **https://www.africanews.com/2022/06/14/uganda-food-crises-and-hunger-rife-in-karamoja/**

CHAPTHER TWENTY

URBAN FARMING

What Is Urban Farming?

Urban farming occurs when someone living in a city or heavily populated town repurposes their green space to grow food and/or raise smaller animals (think goats, rabbits, chickens, turkeys). Not every urban farm has to be at the owner's house; some urban farmers lease land and work the soil in other backyards, utilize rooftops or even farm indoors. Unlike a personal garden, an urban farmer grows to feed the community, sometimes selling it for little or no profit.

How to Start an Urban Farm

You need two things for urban farming: space to do it, and hard work. Farming, even on a small scale, involves planting, tilling, sowing, watering, weeding, and harvesting. It also requires research to learn what plants grow best for the zone in which the farm is located, in what season vegetables should be planted, and the best ways to help the vegetables and fruit thrive.

An urban farm isn't a large venture like a rural, more commercial farm, and there are many ways to utilize a backyard, front yard, a borrowed plot of land, or an abandoned but repurposed brownfield. Space determines the type of urban farm you'll run, so do your homework ahead of time to determine what is and isn't permitted in your desired space.

Types of urban farms

To get started, look at available space and how much food you want to grow. The types of plants will also play into it. For example, you can't grow runners like squash or cucumbers if you don't have room for them.

- **Rooftop Gardening**: New York City and other urban centers boast rooftop gardens, but many of these green patches are actually urban farms. They're typically made of raised beds and usually get full sun, which is great but sometimes challenging; it's best for tomatoes, squash, peppers, potatoes, eggplant, and basil. (Shade structures can be created to protect and grow more delicate plants such as lettuces, radishes, herbs, and peas.) Rooftop farms are also great for keeping honeybees, which help with pollination and provide honey. The hardest part of maintaining a rooftop farm is getting water up there. Some buildings have water access on the roof, but many farmers run hoses up the side of the building or haul water each day. An irrigation system can help, if available. As a bonus, rooftop gardens improve air quality and reduce urban heat islands, which is when urban areas heat up more than rural areas.

- **Vertical Farming**: In this innovative method, farming happens indoors via stacked layers in a controlled environment, using hydroponics, aquaponics, and aeroponics. This type of farming without soil is great for crisp and clean lettuces, greens, micro greens, mushrooms, tomatoes, and strawberries. Vertical farming loses less produce to pests and saves water, but it can be expensive to maintain a consistent growing environment and harder for plants to pollinate if they aren't outside.
- **Yard Farming**: Some urban farms are the size of a housing lot in someone's backyard, while others use the front yard and backyard to grow food. Imagine a mix of raised beds and ground gardens, green walls, small greenhouses, hoop houses, and areas for animals. The whole yard is typically utilized, with planting based on season. Many yard farms use compost areas and rain barrels for collecting water (though check the local laws surrounding water rights).
- **Animals**: Raising animals and bees can be done on its own or alongside plants depending on the local laws. Urban farms favor smaller animals such as chickens, goats, turkeys, rabbits, and ducks. All animals need enough room to move, grow and live, as well as plenty of food and water and predator-proof shelter. Check the local cottage laws in regards to processing meat on a small farm, though not every city allows for it to be sold. Eggs fall into a different category so check the rule, though keep in mind any meat or dairy can be given away for free.

How to find urban farms

It may not be obvious or easy to find them. Check social media, health foods store, and even the local coffee shop, which may have such information. Many urban farms collaborate to host farmers' markets, or they may offer delivery or pickup. Some wholesale their products to local grocery and health foods stores, or sell at farmers' markets.

Benefits of urban farming

Urban farming provides healthy, fresh, locally grown produce, often to locations that are typically underserved. Aside from access, urban farms have a strong outreach component, educating people about how the food is grown, what grows in the region, ways to prepare the food, and the importance of seasonality, for example.

People increasingly take to urban farming to lower grocery bills and bring healthy foods to the collective plate. Some urban farms are designed to train people to farm and re-enter the workforce. Other ventures fit into the idea of making fresh food more accessible to economically disadvantaged communities.

Ultimately, urban farms help save money on groceries, limit the food's carbon footprint, and provide the chance to "shake the hand that feeds you". No matter the reason, urban farms are growing and fueling many cities.

When thinking about farming, most people imagine rural areas with large, open fields with bright green crops whose growth is powered by the sun. However, with growing cities expected to consume 80% of all food, it will be necessary to complement that image with urban farming: Food from the city, for the city.

“Promoting Sustainable Urban & Peri-urban Agriculture for healthy, sustainable, and nutritious diets in Kampala” is a collaboration between Rikolto, the United Nations Environment Programme

(UNEP) and the Kampala Capital City Authority (KCCA) that envisions a future proof Kampala where small spaces can be used for urban farming.
More specifically, the project aims to **equip governments and stakeholders with the necessary knowledge and tools** to boost sustainable urban and peri-urban agriculture practices in Kampala. By spreading sustainable urban farming practices, we envision a wider positive impact on the environment, livelihood of urban farmers, food security and nutritious diets.

Leading by example
To make urban farming accessible to as many inhabitants of the 'City of Hills' as possible, the project will set up demonstration plots with smart technologies for urban farming in five divisions across Kampala: Lubaga, Makindye, Nakawa, Kawempe and Kampala Central. A total of 50 model farmers, 10 in each division, will demonstrate how to **grow different crops and foods sustainably, in a safe way and with a limited amount of space available**. These model farmers will first receive the necessary training that they then can implement and spread in their communities. Some technologies that they will use - a sack garden for example – are rather simple, while others – such as aquaponics – will require more knowledge.

Ensuring everyone wins
To build a **strong business case for short-chain urban farming** in Kampala, the initiative will also analyze the social, economic and environmental **return on investment of urban farming** and organize capacity building sessions on urban planning and urban agriculture for government officials and stakeholders to foster knowledge on enabling policy environments. Urban farming potentially has wide ranging benefits for the environment and people compared to more conventional longer chains: They boost food security and environmental education towards food. They provide jobs. They increase resource efficiency by using waste streams as inputs. They bolster biodiversity. They enhance vegetation cover in cities – which can store carbon and lower urban temperatures. They reduce greenhouse gas emissions by reducing the distance food must travel to reach consumers. They cut the need for land clearances for agriculture – a key driver of ecosystem loss.

CHAPHTER TWENTY-ONE

FUTURE AND ECOFRIENDLY LAND TRANSACTIONS.

In the future, land transactions are likely to become eco-friendlier, as there is growing concern about the impact of land use on the environment. **Here are some potential developments that may occur:**

1. **Green certification**: In the same way that buildings can receive LEED certification for their sustainability features, land may receive green certification for eco-friendly land use practices. This could include requirements for renewable energy use, wildlife habitat conservation, and sustainable agriculture practices.
2. **Carbon credits**: Landowners may be able to earn carbon credits for sequestering carbon in their soil or planting trees. These credits could be bought and sold on a market, providing financial incentives for eco-friendly land use practices.
3. **Smart contracts**: Smart contracts could be used to facilitate land transactions that are eco-friendlier. For example, a smart contract could require the buyer to commit to sustainable land use practices, or could require the seller to remediate any environmental damage before the transaction is complete.
4. **Block chain:** Block chain technology could be used to create a transparent, tamper-proof record of land transactions. This could make it easier to ensure that land is being used in an eco-friendly way, and could also facilitate the tracking of carbon credits.
5. **Conservation easements**: Conservation easements are legal agreements between landowners and conservation organizations that limit the use of the land to protect its natural features. In the future, these easements could become more common, as landowners seek to preserve ecosystems and wildlife habitats. Overall, the future of eco-friendly land transactions is likely to involve a combination of technology, policy, and financial incentives, all aimed at encouraging sustainable land use practices
6. **Encourage sustainable land use**: Land transactions can be made eco-friendlier by encouraging sustainable land use practices. This can include promoting conservation and preservation of natural habitats, encouraging the use of renewable energy sources, and reducing carbon emissions.
7. **Consider the environmental impact of land use**: When buying or selling land, it is important to consider the environmental impact of the proposed land use. This can include conducting an environmental impact assessment and ensuring that any proposed developments are designed with sustainability in mind.
8. **Use eco-friendly building materials**: When constructing buildings on newly acquired land, it is important to use eco-friendly building materials. This can include using materials that

are recycled, recyclable, or biodegradable. It is also important to design buildings that are energy-efficient and use renewable energy sources.

9. **Promote green infrastructure**: Land transactions can be made eco-friendlier by promoting the use of green infrastructure. This can include planting trees and green spaces, creating rain gardens to manage storm water runoff, and using permeable pavement to reduce the amount of impervious surfaces.
10. **Digitalization:** In the future, land transactions can be conducted entirely online using digital platforms. This would reduce the need for physical documents and paperwork, which can have a significant environmental impact. It can also make the process faster and more efficient.
11. **Community engagement**: Eco-friendly land transactions can involve community engagement to ensure that the needs and concerns of local residents are considered. This can help to build trust and support for the development of sustainable projects
12. **Use of renewable energy**: As renewable energy becomes more affordable and accessible transactions may increasingly involve the transfer of renewable energy assets such as solar panels or wind turbines. This can help reduce the carbon footprint of land transactions and promote sustainability.

Overall, making land transactions eco-friendlier requires a shift in mind-set towards sustainability and a commitment to reducing our environmental impact. By using technology, promoting sustainable land use practices, considering the environmental impact of land use, using eco-friendly building materials, and promoting green infrastructure, we can work towards a more sustainable future.

Future land transactions are likely to be increasingly eco-friendly, as more and more people become aware of the impact that land development can have on the environment. One way this is

Action points

- Mining and Minerals Act, 2021, repeals the Mining Act, 2003.
- Introduces a competitive licensing regime for brownfields (existing mining projects) and retains first come, first served model for greenfields (new mining projects).
- A model mining agreement for large-scale mining businesses is introduced.
- Prospecting, exploration, and retention licences are retained, and the location licence is replaced with the small-scale and artisanal mining licences.
- A National Mining Company, more like the Uganda National Oil Company, is created.
- A traceability and certification scheme to eliminate smuggling of tin, tungsten, tantalum, and gold is established (3TGs), and will enable direct access to lucrative international markets.
- Royalty sharing revised with owners of land with minerals getting 5% instead of the old 3%.
- The Mineral Protection Unit is abolished.
- The ministry of energy and mineral development will publish on its website information about actual owners (beneficial owners) of mining businesses.
- Offenders of the law will pay fines ranging from Shs60–500 million or serve imprisonment terms of between 2 and 7 years or both. Some consider this harsh.
- Building substances (development minerals) such as sand, murram, clay to be regulated under a separate law.

New developments in the law included the introduction of a competitive bidding licensing regime for brownfields (existing mining projects). The first-come, first-served model of licensing in the Mining Act, 2003, has been retained for greenfields (new mining projects) to encourage private sector investment. A mineral cadastre department has been created under the Directorate of Geological Survey and Mines (DGSM) to carry out (online) licensing. This is separate from the regulation function retained under the mines department. The law gives the minister responsible for energy and mineral development powers to grant and revoke mineral rights ("ownership rights to underground resources such as oil, silver, or natural gas"), licences, and permits. These powers previously belonged to the head of DGSM. The minister can also enter mineral agreements with investors for and on behalf of the government. And the finance minister, in collaboration with the ministry of energy and mineral development, has powers to give incentives such as tax waivers to investors in the sector.

The law introduced a model agreement for large-scale mining businesses. It requires community development agreements between mining companies and owners of land where minerals are found. It retains the following licence types: prospecting, exploration, and retention. The mining lease under the 2003 law was broken down into four to take care of the different categories of mineral enterprises based on financial, technical, and other competencies. The new mineral rights are large-scale mining licence, medium-scale mining licence, small-scale mining licence, and artisanal mining licence. The location licence in the 2003 law has been replaced with the small-scale and artisanal mining licences to provide for local participation in artisanal mining that has been ring-fenced for Ugandan citizens. Ugandans can operate small-scale mining enterprises with majority shares alongside foreign investors for purposes of raising capital. This is designed to further incentivise local participation. Minimum mineral rights range from five years for a small-scale licence to 21 years for a large-scale mining licence.

Creation of a National Mining Company

The National Mining Company (NMC) has been created to handle the commercial interests of the government. Its funding shall come primarily from the Consolidated Fund. Yet NMCs structurally tend to be cash hungry, drawing away resources from other government priorities. Most of Uganda's mineral commodities have not been quantified to establish their commercial value and mining as a business requires fiscal and financial management discipline which public entities tend to lack.

Regulation of building substances (development minerals)

Provisions on the licensing, exploration, and extraction of building substances (development minerals) and seem to suggest that a different law be enacted for that purpose. Proceeding under the mining law would have run counter to Article 244(5) & (6) of the Constitution. In a judgement in February 2022 on the same issue, although not emanating from parliament, the Supreme Court shared the same view that Building substances include sand, murram, clay. See also **Welt Machinen Engineering Ltd v China Road & Bridge Corporation & Anor**[230]

[230] (Civil Suit 16 of 2014) [2016] UGHCCD 17

Illegal exploitation of natural resources

The law domesticates the 2010 International Conference on the Great Lakes Region (ICGLR) Regional Initiative Against the Illegal Exploitation of Natural Resources (RINR) and the ICGLR (Implementation of the Pact on Security, Stability and Development in the Great Lakes Region) Act, 2017, and related regulations. It provides for the implementation of a mineral traceability and certification scheme to eliminate mineral smuggling and illegal exploitation of designated conflict minerals such as tin, tungsten, tantalum, and gold (3TGs). This will enable miners and exporters of 3TGs to have direct access to lucrative international markets, which are otherwise averse to minerals sourced from regions where proceeds fund armed conflict. DGSM is charged with regulating the certification process. This is a welcome development for the miners and exporters of 3TGs. They have always cited the lack of a certification mechanism as the reason for smuggling of the 3TGs to neighbouring countries such as Rwanda to access international markets.

Fines and penalties

The new mining law introduces a prohibitive penalty-and-fines regime. A person who commits an offence under this law is liable to fines ranging from Shs60–500 million or imprisonment terms of between 2 and 7 years or both. Offences attracting these punishments range from prospecting, mining or exploration operations without a valid mineral right, licence or permit; carrying out refining, smelting, processing, trading, storage or any other activity without a valid mineral right, licence or permit; aiding or assisting illegal operations, trespassing on mineral rights of other mineral rights owners; and undertaking quarrying activities for commercial purposes without a quarry licence. Critics say that these penalties are extreme and amount to criminalisation of mining activities instead of deepening and promoting legal and responsible mining practices. And that such penalties and fines will serve to entrench and promote corruption in the sector.

Mineral Protection Unit abolished

There will be no special police unit to enforce compliance within the mining sector on account of the poor track record of the current Mineral Protection Unit. Sector regulator, DGSM, will rely on the general police force for enforcement of compliance with any policies, laws, and regulations.

Changes in the fiscal regime

The law revises the royalty sharing proportions by giving the central government 65%; district local government 20%; sub-county/town council 10%; and registered or customary owners, lawful or bonafide occupants of the land 5%. In the 2003 law, the central government took 80%, local governments 17%, and owners or lawful occupiers of land with minerals 3%.

The new law also allows state participation of up to 35% in some medium to large-scale mineral projects. Controversially, the law permits the government to transfer its shares to a third party without asking the mining company, which has majority stake, whether it would like to take the said shares.

There are limited checks on non-compliance and under-declarations by a mining company. This could be improved by ensuring that all mine gates have a standard compliance audit process involving all parties to the royalties declared. These include the state (Uganda Revenue Authority), the local government, and representatives of landowners/trusts or community land associations/committees.

The law allows the minister and cabinet to waive royalty payment. Local governments and representatives of landowners are not part of that decision. This is improper because it takes away the right to raise revenues for local development. This provision also contravenes Article 26 of the Constitution on the right to property[231].

Local content
The law seeks to ensure that Uganda benefits more from the mining sector. It, therefore, demands technology transfer; research; recruitment, training and promotion of Ugandans and to prioritize the use of goods and services available in Uganda. This is a welcome new development.

Beneficial ownership disclosure
The government will publish on the ministry website information about actual owners (beneficial owners) of mining businesses, and failure to provide the right information will lead to cancellation of the licence. This is applaudable. However, the definition of a beneficial owner should be expanded beyond a natural person to include a legal entity as well. Qualification to be a beneficial owner should be further expanded beyond the narrow and restrictive 5% interest in the company in issue.

Access to land rights, valuation and compensation
Owners of mining businesses will act in a way that does not antagonise owners of land under which a mineral exists. They will negotiate. But, as a departure from the Mining Act, 2003, which requires a negotiated acquisition of surface rights, the new law provides for compulsory acquisition of private land where the exploration or mining operation is significant to the government. The law makes provision for dispute resolution in relation to land valuation and compensation. For example, anyone dissatisfied with the decisions of the regulator and or the minister may appeal to the Minerals Disputes Tribunal. This is good because it will quicken resolution of disputes and facilitate business by avoiding long and costly court processes.
Overall, the new piece of legislation is progressive. It largely aligns with Uganda's Vision 2040, the national development plans, the Africa Mining Vision, and is sensitive to trends in the international minerals market. It benchmarks several regional and international mineral sector best practices. However, the new regulatory framework on its own will not address all issues. The government will have to dedicate to the mining sector the same resources, both technical and financial, that have been allocated to the petroleum and energy sectors for it to realise its ambitions.

Mining licenses Uganda's mining licences derive from the concessionary system. As the term suggests, a concession allows for the private ownership of natural resources. The ownership of the minerals is vested in the mining companies at extraction subject to the payment of royalties, taxes and other fiscal impositions to the government. The Mining Act provides that no person may explore or prospect for, or retain or mine or dispose of any mineral in Uganda except under, and in accordance with, a licence issued under the Act. The various types of mining licences in Uganda are: Type of license Discussion Prospecting licence A prospecting licence gives the holder a non-exclusive right to carry on prospecting operations for any mineral. It is non-transferable and is for a

[231] The 1995 constitution as Amended

duration of one year. Exploration licence an exploration licence gives the holder an exclusive right to carry on exploration operations in the specified area and for the mineral to which the licence relates. It is for a duration not exceeding three years but can be renewed for a further period not exceeding two years. Retention licence a retention licence is given to a holder of an exploration licence if a mineral deposit of potentially commercial significance has been identified but such deposit cannot be developed immediately by reason of adverse market conditions, economic factors and other factors beyond their control, which are of a temporary nature. It is for a duration not exceeding three years but can be renewed for a further period not exceeding two years. Mining lease a mining lease gives the holder an exclusive right to carry on exploration and mining operations in the specified mining area. It is for a duration not exceeding twenty years or the estimated life of the ore body. It can be renewed for a period not exceeding 15 years. Location licence a location licence gives the holder the exclusive right to prospect for and mine in a designated area. It is for a duration not exceeding two years and can be renewed for a further period not exceeding two years. A location licence can only be granted to Ugandan citizens and companies desirous of carrying on small scale prospecting and mining operations. Mineral dealer licence a mineral dealer's licence enables the holder to purchase and sell minerals in Uganda. It is for a duration of one year and renewable annually. Goldsmith licence a goldsmith licence enables the holder to manufacture articles from any precious mineral or any substance containing any precious minerals in Uganda. It is for a duration of one year and is renewable annually.

The acquisition of mining rights Mining rights in Uganda are principally acquired by 3 main ways. These are the direct acquisition of rights and obligations under a mining licence also known as farm outs, farm downs or assignments, the direct or indirect acquisitions of the shares of an entity with a mining licence and first come first serve basis where an investor applies for a licence from government for any available mining area. Some countries like Kenya envision in their regulatory regime the use of competitive licensing rounds to give out mining rights. Licensing rounds are however largely used in the upstream oil and gas sector.

Transfer of mining licenses The mining sector extensively uses farm down techniques which involve the assignment of part or all of the exploration or mineral licence interests to a third party. The third party, called the 'farmee', may reimburse the farmor ("party transferring the mining right ") all or part of their sunk exploration costs and also commit to fund certain costs associated with future exploration work as outlined in a work programme. Farm outs raise finance but also manage exploration and development risks in the sector. Countries that place onerous requirements on the assignment of mining interests can discourage FDI in the sector. Assignments provide the opportunity for big mining companies to collaborate with junior miners that could have already played a key role in de-risking the acreage in place but are constrained by resources and expertise to go it alone.

Junior mining companies play a key role in the development of countries' mining sectors because of their high appetite for risk that the big mining companies may not have. The booming mining sectors in Canada and Australia are largely attributed to the fiscal incentives provided to junior mining companies some of which have made discoveries and in partnership with the larger mining companies have also grown into big companies. Unless provided otherwise, the Mining Act permits the transfer of mining rights but this is void and of no legal effect unless approved by the Commissioner for Geological Survey and Mines Department subject to the terms given.

Mining agreements Mining agreements are also known as Mining Development Agreements ("MDA"). The Mining Act allows the Minister responsible for mineral development to enter into an

MDA with any person holding an exploration license or mining lease. The terms included in the MDA include but are not limited to conditions relating to:

- Minimum exploration or mining operations to be carried out and the timelines of such operations;
- The minimum expenditure in respect of exploration or mining operations;
- The manner of carrying out the exploration or mining operations;
- The processing whether wholly or partly in Uganda of minerals found
- The basis on which the market value of any group found may be determined;
- The financial and insurance arrangements;
- The resolution of disputes through an international arbitration or a sole expert;
- Any other matter connected with the contemplated mining operations. The Mining Act is silent on stabilisation clauses in mining agreements and is thus not very clear whether their inclusion can stand legal scrutiny.

Uganda's mineral fiscal regime combines both legal and contractual instruments setting out the framework for the allocation of the economic rent or wealth arising from the sector to the government and the investors. Economic rent is the difference between the revenues accrued from the production of minerals and the costs of production including the investor's 'reasonable' return on investment. Uganda's mineral fiscal regime is represented by some of the following fiscal tools discussed below.

Royalties

Royalties are impositions on the production of minerals and are broadly categorised into two types, namely: specific or ad valorem. Specific royalties are computed as a fixed value amount on the quantity of the resource extracted, while ad valorem are charged as a percentage of the monetary value of the resource. Royalties are favoured by governments because they are easy to administer, collect and also provide a first tranche of payment as soon as production commences. Specific royalties are simple to administer, provide early revenues and are not affected by fluctuations in commodity prices. Government revenues, however, remain stagnant if resource prices increase and do not keep up with inflation. Ad valorem royalties address some of these concerns through valuation based on the prevailing commodity prices. Royalties are however unpopular with mining companies and are criticised as being insensitive to costs, frontend loaded and with the potential to end production prematurely. Mining companies tolerate royalties linked to the profitability of the project. Governments are usually reluctant to forego royalties though it is suggested that abandoning these may create an impetus to attract mineral sector investment as investors prefer to be taxed on the ability to pay determined by profitability and not production. The Mining Act allows the Minister responsible for Mineral Development to waive the payment of royalties with the approval of Cabinet if it is considered necessary to encourage mineral production.

The National Action Plan for Artisanal and SMALL-SCALE Gold Mining in Uganda, in accordance with the Minamata Convention on Mercury

Uganda became a signatory to the Minamata Convention on Mercury in 2013 and re-affirmed its commitment to protecting human health and the environment from anthropogenic emissions and releases of mercury and its compounds by becoming a Party to the Convention on 1st March, 2019. As we are all aware, the Minamata Convention on Mercury is a multilateral environmental agreement that addresses specific human activities which are contributing to widespread mercury pollution. Results from the national Minamata Initial Assessment Studies carried out in 2018 were an eye opener that mercury emissions from the Artisanal and Small-Scale Gold Mining (ASGM)

sector in Uganda were more than significant. Similarly, assessments on the national overview of the ASGM sector, including baseline estimates of mercury use and practices enhanced our understanding on mercury sources and releases in the ASGM sector and existing unsustainable gold mining and processing practices. These studies among others facilitated the development of this National Action Plan on ASGM.

The Artisanal and Small-Scale Gold Mining (ASGM) sector is responsible for most mercury emissions worldwide, releasing 838 tonnes annually of mercury into the environment (UN Environment, 2019). Sub-Saharan Africa is the second highest emitter with 252 tonnes annually of mercury into the environment. Mercury is highly toxic (IBID). It affects flora and fauna as well as human health. For humans, it poses a threat to the development of the child in utero and early stages of life leading to birth defects and body deformities. Communities and ASGMs working or living around the mines can be exposed to two forms of mercury in an ASGM context: Elemental mercury and organic mercury. The Government of Uganda implemented a project titled "Regional project on the development of National Action Plans (NAP) for the Artisanal and Small-Scale Gold Mining in Africa". The project was in line with the Minamata Convention whose objective is to protect human health and the environment from anthropogenic emissions and releases of mercury and mercury compounds and it sets out a range of measures to meet that objective. The goal of the NAP project was to contribute to the implementation of the Minamata Convention through the reduction of the risks posed by the unsound use, management and release of mercury in the Artisanal and Small-Scale Gold Mining sector. Uganda including other participating countries (Burundi, Republic of Congo, Central African Republic, Kenya, Swaziland, Zambia, and Zimbabwe) notified the Interim Minamata Secretariat that mercury emissions from the Artisanal and Small-Scale Gold Mining (ASGM) sector was more than significant in their respective territories. The NAP project was aimed at assisting participating countries including Uganda to develop National Action Plans (NAPs) to reduce the use of mercury and mercury compounds in, and the emissions and releases to the environment of mercury from, artisanal and small-scale gold mining and processing in accordance to Annex C of the Minamata Convention. By developing their National Action Plans participating countries are complying with the text of the Minamata Convention and are enabled to implement it. In addition, participating countries including Uganda, would benefit from new and updated information about the use of mercury in the ASGM sector in the country and from increased capacity in managing the risks of mercury emitted and released from such activity and to foster cooperation with similar countries for future implementation of the NAPs.

In 2017, the President of Uganda announced a waiver of royalties on gold mined or exported from Uganda though it is not clear whether there was a follow up legal instrument to effect this directive. Uganda's current royalty rates are: Mineral Type of royalty Royalty rate Precious metal Ad-valorem 5% of the gross value Precious stones Ad-valorem 10% of the gross value Base metals and ores Ad-valorem 5% of the gross value Coal including peat Specific UGX 5000 per tonne Vermiculite Specific UGX 10,000 per tonne Kaolin, limestone, chalk or gypsum Specific UGX 10,000 Per tonne Marble, Granite, sandstone and other dimension stones Specific UGX5000 per tonne Pozzolanic materials Specific UGX 1,000 per tonne. Uganda's Mineral Regulatory Regime A fresh perspective Mineral Type of royalty Royalty rate Phosphate Specific UGX 10,000 per tone Salt Specific UGX 5,000 per tonne Royalties collected from the mining sector in Uganda are shared as follows: eighty percent to the Central Government, seventeen percent to the Local Government and 3% to the land owner.

Fiscal terms imposed under the ITA Uganda's mineral income tax regime is based on the taxable profits of the mining company determined by adjusting accounting profits or losses with allowable or disallowable expenses. A company only has income tax to pay when it has a taxable profit. Some features of Uganda's mineral income tax system are: Feature Discussion Rate of corporation tax Until 2015, the ITA provided for a variable rate of income tax system for the mining companies. The rationale for this was to capture a competitive share of revenues for the government at different mine profitability levels while at the same time providing suitable tax relief for projects. A variable rate of income tax formulae was used to tax highly profitable mines which could rise up to 45% but also reducing to 25% if the mine was not so profitable in that year of income. The rate of income tax is for mining companies is now 30%. Ring fencing Ring-fencing requirements were introduced in 2015.Ring-fencing is an arrangement where the different mining areas held by an investor are considered separate with costs and revenues disaggregated when determining the taxable profits for each mining area. Carry forward of tax losses The ITA allows taxpayers to carry forward tax losses and deduct the same in determining the taxpayer's taxable profits in the following year of income. Effective 1st July 2018 taxpayers with carried forward tax losses for 7 consecutive years will pay income tax at the rate of 0.5 percent of the gross turnover for every year of income in which the loss continues after the seventh year. Mineral exploration and extraction expenditure The ITA permits mining companies to deduct any expenditure of a revenue or capital nature for their mining operations in accordance with the provisions of the Act.

Surface rentals the following annual rents below are paid depending on the category of the mining right held other than a prospecting license. Mineral Rates Holder of an exploration license for every square kilometer UGX 50,000 Annual rent for the first renewal of an exploration license for every square kilometer UGX 75,000 Annual rent for the second renewal of an exploration license for every square kilometer UGX 100,000 Holder of a retention license for every square kilometer UGX 100,000 Holder of a location license UGX 1,000,000 per annum Holder of a location license (Class VII Brine and salt) UGX 20,000 per annum Holder of a mining lease UGX 100,000 per annum per hectare or part of hectare

Value Added Tax Act mining companies in Uganda may register for VAT at exploration and development stages even before they embark on production. Entitlement to VAT registration though laudable may not solve the issue of timely refund of VAT repayments which is a challenge in many developing countries. Uganda additionally operates a deemed VAT paid regime providing that while inputs for mining operations are 8 Uganda's Mineral Regulatory Regime A fresh perspective charged VAT at the standard rate of 18%, the mining companies need not expend cash as the VAT charged is deemed to be paid under the law. The vendors to the mining companies similarly need not remit the VAT charged to the government but their ability to recover the input VAT they suffer in providing supplies to the mining companies is not affected.

Fiscal terms under the East African Community Customs Management Act, 2004 Uganda is part of the East African Community Customs Union and thus uses the same legislation applicable to all the East African countries, namely, Uganda, Kenya, Tanzania, Rwanda and Burundi with respect to customs matters. The East African Community Customs Management Act, 2004, exempts all machinery and inputs imported by licensed mining companies and their subcontractors for direct and exclusive use in mining exploration and development from import duty. This tax policy stance taken by Uganda is laudable and consistent with the position adopted by many other countries that exempt extractive projects from import duties. The general import duty rates are otherwise 0% for

raw materials and capital goods under Chapter 87 of the Common External Tariff, 10% for semi-processed goods, 25% for finished products and 35% to 100% for sensitive items.

Infrastructure Development Levy

The Finance Act 2015 introduced a levy known as the Infrastructure Development Levy paid on selected goods imported into Uganda. The levy is at the rate of 1.5% of the customs value of goods and is payable at the time goods are imported. Mining companies are not exempted from this levy which has the potential to adversely affect the economics of mining projects.

Local government levies Depending on the area of operation, local government authorities may levy, charge and collect fees, taxes, rents and rates that are set out in the Local Government's Act. These levies are presently immaterial.

Case law in mining issues

In the case of **Nilefos Minerals Ltd v Attorney General & Anor**[232] was BEFORE: HON.JUSTICE STEPHEN MUSOTA it was an application by Notice of Motion for Judicial Review of the decision of the Minister of Energy & Mineral Development made on the 28th day October 2014 confirming the decision of the Commissioner Department of Geological Surveys and Mines made on 10th June 2013 where the Commissioner refused and denied the applicant the Mining Lease. The applicants are seeking for prerogative orders of mandamus, prohibition, certiorari, permanent injunction, damages and costs of the application. The application is brought under Articles 28, 42, 44(C), 26(1&2), Article 50(1&2) of the Constitution and Section 119(1&2) of the Mining Act (2003). Section 33, 36, 37 of the Judicature Act and Rules 3, 4, 6 and 8 of the Judicature (Judicial Review) Rules SI 11 of 2009.

It was argued that Section 43(4) of the Mining Act 2003 wherein it is enacted as follows:

"……. (4) The commissioner shall not refuse an application for the grant of a Mining Lease on any ground referred to in subsection (3) of this section unless the commissioner-

1. ***has given notice to the applicant of his or her intention to refuse to grant the lease on that ground.***
2. ***specified in a notice, the period within which the applicant may make appropriate proposals to correct or remedy the defect or omission which forms the basis of the ground for intended refusal; and***
3. ***the applicant has not before the expiration of that period made the proposals".***

In the case of Welt **Machinen Engineering Ltd v China Road & Bridge Corporation & Anor**[233] BEFORE HON. LADY JUSTICE H. WOLAYO The plaintiff through its advocates sued the defendants jointly and severally for the following orders:

1. Permanent injunction
2. A declaration that the defendants have no legally recognizable rights to extract /mine granite stones from the suit land
3. An order of eviction
4. General damages for trespass on the plaintiff's location licence area

[232] (Miscellaneous Cause 184 of 2014) [2016] UGHCCD 10

[233] (Civil Suit 16 of 2014) [2016] UGHCCD 17

5. An order against the defendants to account for the proceeds of the 1st defendant's unlawful activities
6. Aggravated and exemplary damages
7. Interest and costs

It was observed that Section 2 of the Mining Act describes '*holder*' as

a person to whom a licence is granted under the Act and includes every person to whom that licence is lawfully transferred or assigned.'

Under article 244 (1) of the Constitution as amended, the entire property in and the control of, all minerals and petroleum in, or on or under any land or waters in Uganda are vested in the government on behalf of the Republic of Uganda[234].

Article 244(2) mandates Parliament to make laws for management of minerals.

Article 244(6) authorises Parliament to regulate exploitation of any substance excluded from the definition of minerals when exploited for commercial purpose.

Under sub article (5) mineral does not include clay, murram, sand, or any stone commonly used for building.

Under section 2, industrial minerals include rock, gravel, granite, sand, sand stone among other minerals, commercially mined by a person for use in Uganda or industrially processed or semi finished products and may include such minerals as the Minister may from time to time declare in the gazette.

Building minerals include rock, clay, gravel, sand murrum among other minerals mined by a person from land owned or lawfully occupied by the person for domestic use in Uganda for building or for his own use of road making and may include such minerals as the Minister may declare in the gazette to be building minerals.

For comparative purposes, i examined the Mining Act 14 of 2010 of Tanzania. Building minerals are referred to as building *materials* and they include all forms of rock, stones, gravel, used for construction of building, roads, dams etc.

Industrial minerals on the other hand include metallic minerals used in industries.

As clearly defined under section 2 of the Mining Act, whether a mineral is a building mineral or industrial mineral is determined both by the Mining Act and whether it is used for domestic or commercial purpose respectively.

Under section 13 of the Mining Act, only the Commissioner of Geological Survey and Mines is authorised to issue licences and therefore authority to mine and not the district local government. Participation in management of minerals by the local government is enabled by the Mining regulations 2004 that require the CAO to endorse applications for licences.

The Physical Planners' Registration Act 2021 and Physical Planning Amended Act 2020

This is intended for better coordination of the sector, The Act will ensure physical planners play a more effective role in all physical planning matters in the Country based on the law, and are made more responsible and accountable for their professional conduct.

The Ministry for Lands, Housing and Urban Development laid out strict new procedures for the granting of building and construction permission through district, urban and sub-county physical

[234] The 1995 Constitution as Ameded

planning committees, the guidelines are designed to guide planners and developers on proper land usage and structured development.

What are Requirements?

Under the new guidelines, prior to commencing a project, property developers must first apply for development permission and obtain a development permission certificate.

However, the application for development permission must be accompanied by a development concept, prepared by a qualified physical planner.

This this a change from old procedures in which the application is accompanied by architectural plans or structural drawings.

Physical Planners have also been provided with guidelines for preparation of a development concept, it is the duty of the physical planner to assess and advise on what the developer intends to do with a particular piece of land.

Therefore, the development concept prepared by the physical planner guides on how the land will be developed, as opposed to the design concept prepared by the architect that explains the structure of buildings to be erected upon the land, attaining architectural building plans before formal clearance is an unnecessary expense.

"By the time one submits the architectural plan for a hotel, for instance, they have already invested over USh7 million, and will do whatever it takes to have the project happen. But if you submit your application early enough, it prevents people from submitting wrong things.

Physical planners will set the standards for a planned building, such as the number of floors that are permitted, and provisions for adequate parking space in the case of an apartment or commercial building, etc. Only after the development is approved will building plans then be required.

The physical planner should be part of the physical planning committee from your nearest local government office who understands the area and knows what is acceptable and what is not. Their role is to guide one from the beginning or inception of the development. When they have cleared you, the next stage is to get an architect to prepare building plans which you will submit for approval

This is intended to will solve the problem of authorities endorsing buildings according to architectural plans alone, without consideration of the environment. e.g. the need to end this mess of a church or mosque being built next to a discotheque, among others, one should seek clearance before engaging the services of an architect to make plans for a project that may never be given approval to proceed. that just because you may own land, you cannot use it as you wish without clearance by the NBRB, all developments are regulated under the Physical Planning Act, 2010 which regulates land use planning, and the Building Control Act, 2013 which regulates designing and building operations, the regulations consider more than just construction; they also tackle the environment and public safety.

The intention is to reorganising the country as per the preamble of the Building Control Act. It is an act to consolidate, harmonise and amend the law relating to the erection of buildings and to provide for building standards, to promote and ensure planned, decent and safe building structures that are developed in harmony with the environment. Let the planning happen and the building come next. Let no construction take place where it is not planned.

Under the new rules, the application form developers are required to submit must have all the relevant sections fully completed, and reflect accurate details of the owner, the developer, and the proposed development. It can then be submitted to the relevant office of the Physical Planning Authority with all relevant (accompanying) documents.

The resulting development permission certificate issued by the Physical Planning Authority shall bear the conditions to be complied with, including, but not limited to the expected parking provisions, building height limitations, and permitted land use.
Per the new construction guidelines, there is a USh50,000 fee for development permits.

Physical Planners Registration Act
Unlike with architects, engineers and surveyors, there is currently no law that requires the registration of a qualified physical planner. However, the Physical Planners Registration Act, stipulates that the application form for development permission, which should be attached to the development concept, should be prepared and signed off by a qualified physical planner, it is amended to refer to a registered physical planner.

Example
Assuming it were possible, what steps would Muzamir have to take? Draft the documents he would use in the circumstances.
Possible steps to be taken to obtain a certificate of title are provided for under **Section 78 to section 91, part V of the Regestration of Titles Act.**
Apply to the Registrar or commissioner of lands for a vesting order under **Section** 78 **of the Regestration of Titles Act.**
The form of the application is provided for under. **Section 79.** Every application under section 78 shall be (a) in writing in the form or to the effect of the Sixth Schedule to this Act, and shall include the several particulars mentioned or referred to in that Schedule;
(b) Signed by the applicant, or in the case of a corporation by a person authorised in that behalf in writing under the seal of the corporation;
(c) Attested by at least one witness being a person mentioned in that behalf in section 147;
(d) Supported by a statutory declaration by the person signing it that the several statements in it are true; and
(e) Accompanied by a survey plan (with field notes) of the land.
Upon acceptance by the registrar under **Section 80**, the Registrar shall advertise a notice of the application in the gazette at the expense of the applicant and will cause such notice to be served on each person(s) with interest in the land
Section 81 of the Registration of Titles Act[235]. The applicant shall cause the copy of the notice of the application to be posted in a conspicuous place on the land or at such place as the commissioner shall direct for not less than three months
Section 82 of the Registration of Titles Act[236]. The commissioner of land or a registrar shall grant the application after a period of not less than 3 months or more than 12 months from the date of advertisement of the notice if no caveat has been lodged against the grant.
Section 83 of the Registration of Titles Act[237]. After the expiration of such period, if the registrar of commissioner for land is satisfied that the applicant has acquired a title by possession cancel the existing certificate and issue a new certificate of title to the applicant.

[235] Cap 230
[236] Cap 230
[237] ibid

Section 87(a) of the Registration of Titles Act Cap 230 and also under **Section 89 of the Registration of Titles Act** the commissioner shall on granting the application make entries in the register similar to those entered by virtue of a vesting order by court under **Section 166 of the Registration of Titles Act**, **Section 91 of the Registration of Titles Act** provides that any certificate of title issued by the registrar upon the granting of any application under this Part of this Act shall be issued and registered in the manner prescribed by **Section 37 of the Registration of Titles Act**, and thereupon the person named in the certificate of title shall become the registered proprietor of that land. (2) The certificate shall be dated the date of the granting of the application by the registrar.

Documents required.

Application is by formal letter meeting all requirements in form under the 6th schedule of the RTA.
Statutory Declaration.
Survey plan
Notice of the publication.

Fees

22nd schedule of the Registration of Titles Act, item 7 provides that for every publication under s.78 pay 0.5 % of the value of the land.
Certificate issued 10. 000.Item i

Form in sixth schedule.
SUI GENERIS AND CO. ADVOCATES
P.O Box 0000
Kampala.
Date: 27th November, 2018
To the Commissioner for land Registration
……
Dear Sir/ Madam,

RE: APPLICATION FOR A VESTING ORDER IN LAND COMPRISED IN MAWOKOTA BLOCK 83 PLOT NO.674.

I, Muzamir Mudde of ……., apply for a vesting order in the piece of land comprised in Mawokota Block 83 Plot NO. 674 measuring approximately 108 acres, which land is delineated coloured red upon the plan numbered …….in the schedule to this application for an estate free from encumbraces and I declare;

That I have been in exclusive possession of the said land for over 32 years unchallenged by the registered proprietor, one Zubair Nkumba.

That there are no documents and any other evidence affecting such land in my possession and under my control other than those ascertaining my rights on the land.

There are no mortgages or encumbrances registered on the above-mentioned title or land description.

That the present value of the land, including all improvements does not exceed Ugx shs…….…….

Dated at Kampala this 27th day of November, 2018.

Name and signed by ……..……
……
MUZAMIR MUDDE
In the presence of ……

THE REPUBLIC OF UGANDA
IN THE MATTER OF THE REGISTRATION OF TITLES ACT CAP 230.
AND
IN THE MATTER OF LAND COMPRISED IN MAWOKOTA BLOCK 83 PLOT NO. 674.
AND
IN THE MATTER OF AN APPLICATION FOR AVESTING ORDER
Statutory Declaration.
(Pursuant to Section 79 of the Registration of Titles Act Cap 230)

I, Muzamir Mudde of SUI GENERIS and CO. Advocates, do hereby solemnly declare and state as follows;

That I am a male adult Uganda of sound mind, the applicant in this matter and make this oath in that capacity.

That I have been in exclusive possession of the land comprised in Mawokota Block 83 Plot No.674 measuring approximately 108 acres in size for over 32 years unchallenged by the registered proprietor, one Zubair Nkumba.

That the above-described land is registered in the names of one Zubair Nkumba.

That I have various projects on the same land including a ranch from which I get the animals for my project carried on, on the same described land.

That I make this oath in support of my application for a vesting order in respect of the above-described land.

I hereby confirm and declare that whatever I have stated above is true and correct to be best of my knowledge.

Dated at Kampala by the said Muzamir Mudde this 26th, day of November, 2018.

…….
DEPONENT
BEFORE ME
…….
COMMISSIONER FOR OATH

Drawn and filed by:
SUI GENERIS and CO. Advocates.
P.O Box0000
Kampala

Lodging a caveat
What steps could Zubair take to resist Muzamir's actions and what would be the grounds of the objection?

Zubair can object to the grant of a certificate by lodging a caveat.

Section 86. Provides for Caveat forbidding grant of application.

(1) A person claiming any estate or interest in the land in respect of which any such application is made may before the granting of the application lodge a caveat with the registrar forbidding the granting of the application.

(2) The caveat shall in all other respects be in the same form and be subject to the same provisions and have the same effect with respect to the application against which it is lodged as a caveat against bringing land under the operation of this Act.

A caveat acts as a statutory injunction to the registrar to prevent registration of any dealings, which might affect an alleged interest of the person lodging it (the caveator) caveat. A caveat forbids registration of any person as registered proprietor or registration of any instrument affecting the applicant's interest on the land.

A caveat is provided for under **S. 20 (1) of the Regestration of Titles Act,** Any person claiming any estate or interest in the land described in any notice issued by the registrar under this Act may, before the registration of the certificate, lodge a caveat with the registrar in the form in the Fourth Schedule to this Act forbidding the bringing of that land under this Act.

Section 20(2) of the Regestration of Titles Act Every caveat lodged under subsection (1) shall be signed by the caveator or by his or her agent, and shall particularize the estate or interest claimed; and the person lodging the caveat shall, if required by the registrar, support the caveat by a statutory declaration stating the nature of the title under which the claim is made, and also deliver a perfect abstract of the title to that estate or interest.

(3) No caveat under this section shall be received unless some address or place in which a post office is situated shall be appointed in it as the place at which notices and proceedings relating to the caveat may be served.

In **MUSISI V GRINDLAYS BANK SCCA 5/1986** COURT held that **Section 139of the Registration of titles Act** requires that no dealings in the land should be done while there is a caveat prohibiting the same

Procedure;

To lodge a caveat, the applicant must have in his or her possession

Two sets of embossed documents duly witnessed by an advocate and signed by the person who is placing the caveat and dated.

A statutory declaration (affidavit) signed by the deponent and a commissioner for oaths

Two pass port photo graphs of the person placing the caveat.

The applicant presents the full set of original documents and a photocopy of the same to the office of the titles for processing. The photo copy is stamped, received and returned to the applicant.

The applicant checks with the office of tittles after 10 working days to confirm entry of the caveat upon the registration.

He has to be in possession of the following documents

1) Caveat
2) Affidavit
3) Set of passport photographs
4) General receipts of payment.

5) Pay fees of 10,000 under 22nd schedule RTA, and also a stamp duty of 10,000 under item 19 of the Second Schedule of the Stamp Duty Act 2014 as amended in 2016.

However, lodging a caveat serves as an interim measure usually pending judicial determination of the caveator's claim over the land. Therefore, Zubair should file a case before Court and seek an injunction restraining registration of Muzamir and determine whether the land is subject to adverse possession.

Grounds

Zubair's grounds for objection would be that he is the registered proprietor of the property and his title is under **Section 59 and 64 of the Regestration of Titles Act**, paramount in absence of fraud. He also can claim eviction of Muzamir for trespass. He would claim that was Muzamir is a trespasser on the suit land and could not have acquired any interest whether legal or otherwise.

The essentials of adverse possession as stated in the case of **HOPE RWAGUMA** V **JINGO LIVINGSTONE MUKASA HCCS 508 OF 2012** have not been fulfilled notably, it is not shown on what date Muzamir came into possession; the grazing of animals does not amount to possession, the factum of possession was not known to Zubair.

Example

BRIEF FACTS

Major Allan Nkusi who just received his retirement terminal benefits from UPDF is interested in acquiring properties of Brenda Komugabe, land comprised in LRV 1289, Folio 15, Plot No Misc 437, Ntinda- Kampala developed with the commercial house in occupation of her tenants, land in her children's names comprised in Kyadondo Block 83, Plot 818 Bubale.

Further still, he intends to buy other pieces of land from Brenda Komugabe using his company Reach the Rich Ltd to wit FRV 98, Folio 27, Plot 11 Kyotokyamandwa partly used by Brenda's family for cattle, sheep, goats rearing and the other 20 acres being in use for subsistence and commercial farming and the other remaining part being in exclusive use of Bitumen Byekwaso who inherited it from his late father 40 years ago. There is also land comprised in Kyandodo Block 224, plot 620, Kisugu, developed with a residential house in occupation of Brenda Komugabe's entire family.

ISSUES

a) What the pertinent aspects of Komugabe Brenda's land are as discerned from the certificates of title?
b) What are the requisite steps and inquiries to undertake to establish the viability of purchasing Brenda's land?
c) What are the necessary documents to be drafted?
d) Whether there are any identifiable third-party rights and legal factors that substantially affect the purchase of Brenda's land?
e) What is the most appropriate document to conclude the sale and purchase of Kyadondo Block 244 Plot 620 Kisungu land?
f) What steps would be undertaken to cause Nkusi obtain legal interest in this land?
g) What are the levies, duties and fees payable in the in the process of obtaining legal interest in this land?
h) What are the likely ethical issues that may arise in the course of completion of these transactions and how to address them?

LAW APPLICABLE.

The 1995 Constitution of Uganda as Amended.
The Registration of Titles Act Cap 230.
The Land Act Cap 227 as amended.
The Land Regulations of 2004 as Amended.
Physical Planning Act of 2010, No. 8 of 2010.
The Survey Act Cap 232
Stamp's Act Cap 342 as Amended.
Registration of Documents Act Cap 267.
The Advocates Professional Conduct Regulations S.1 267-2

Issue 1. What are the pertinent aspects of Komugabe Brenda's land as discerned from the certificates of title?

Certificate one

Cover page- The cover page is descriptive and shows that the title is issued by the Uganda government, the laws under which it is issued, the county, block and a plot which all give the description of the land.

It also bears the seal of the issuing authority.

Part 1;

This part describes the type of tenure, size of the land, location, district, County, Township, Block and plot number and the endorsement and seal of the Registrar.

It also shows easements and any other rights existing on the land.

Part II of the title.

Part II of the title is about ownership. It shows previous and current ownership and specifically shows the date of registration, instrument number, previous and current proprietors' addresses, father's name, clan, encumbrance, price paid per acre and signature of the registrar. So, we are able to figure out our current proprietor Brenda.

Deed plan

The deed plan gives detailed geographical description.

It shows the location, computed dimensions and size of the land.

The deed plan can be used for identifying physical features near the titled land. It provides for various plot numbers, easements, rights, highways etc.

Part III of the title

This part provides for encumbrances if any registered in respect to the land. It provides for the date of registration, instrument number, names and addresses of service for mortgagee, creditor, caveator etc, particulars of encumbrances or entry and Registrar's endorsement. In our title 1, there is a subsisting lease registered on 21st April 1971, instrument number Kla 60551 by Jean Barker of P.o Box 1337 Kampala, lease for 99 years from 17th March 1965 and a withdrawn caveat by Paulo Wandera which was withdrawn on 1st November 1996 at 9:40 under Kampala instrument 181040.

It also shows there was a caveat lodged by Paul Wandera but the same was withdrawn in 1996 before selling to Brenda.

Certificate two

Cover page.

This gives a description of the land and the type of tenure system.

The above is the free hold title and is one of the land tenure systems provided for in the constitution under **Article 237(3) (a).** Free hold system allows for holding of the land in perpetuity and the owner has full powers to use the land they want to.
It also has the volume number and folio number. The folio number is 27. The folio number is distinct for every property and is what identifies the property in the registry.
It shows the size, location of the land, the stamp and signature of the registrar.
It also has a date on which the title was issued. 5th March 1960.

Part II.

Ownership.

This part shows the different owners from whom the title has revolved from up to the current owner. Once a sale has occurred, the name and address of the former owner is crossed out and the name and address of the new owner is written. The signatures of the registrar and the vendor are written besides the crossed name of the owner, the instrument number and the date and time at which the transfer was registered.
The instrument number represents the number that was given when the transfer forms were registered.

Deed plan.

The deed plan gives detailed geographical description and plot number and also shows the location, computed dimensions and size of the land.
The deed plan can be used for identifying physical features near the titled land.

Part 3

This is the encumbrance page. This shows the equitable interests on the land or any other encumbrances on the land. This land has no encumbrance.

Certificate three

The land in document three is registered under the lease hold register under the registration of titles act cap 230.
Lease hold is one of the land tenure systems provided for in the constitution under article 237(3) (a).
The front page of the certificate of title displays a description of land. It gives the plot no, location of the land, and district. It also shows the volume number and folio whose importance is to help in identifying the piece of land.
The description of land on the certificate of title is meant to clearly state where the land being registered is situate that is plot number 437 at Ntinda Kampala. These descriptions can as well include the street number, the road name where the land is situated and the township or municipality and district.
The certificate of title also contains expressly the size of the land and in this title the land is 0.199 of a hectare. All these are for purposes of properly situating the land in that even if a person was to carry out due diligence, they would know where the land is and easily locate it by searching at the registry of lands.
The next description on the certificate of title is the term of the lease that is five years and the lease is subject to the implied conditions and covenants under the Registration of Titles Act Cap 230 and the lessee is bound by any encumbrances if any entered in the encumbrance register.
The leasehold title is also subjected to a right of way by other members of the public and that is why there is a word easement on the certificate of title.

The next feature is the proprietorship of the lease. The lease according to the certificate belonged to Patrick Moga of P.O BOX 7664 Kampala
Next Patrick Moga sold his lease to Afzal Khan of P.O BOX 10516 Kampala.
There is a provision of a column for inserting the date the lease was registered as well as the day it was sold and the time the entries were made in the register.
The date of issue of title is the next pertinent issue which is the 14th of January 1984.
There under is the signature of the registrar of titles and the seal thereto.
The current owner of the lease is Komugabe BRENDA OF P.O BOX 445195 KAMPALA.
The most important feature of this title is that a lease agreement between the lessor and the lessee must be attached on the register. As such the lease in question was made on the 16th day of December 1983 under the Public Land Act and the rules between Uganda Land Commission the lessor and Patrick Moga of P.O BOX 7664 Kampala who is the lessee.
The lease agreement contains or stipulates the terms and conditions under which the lease is granted. That the lease of the demised premises is granted in return of a consideration of 80,000 shillings paid to the lessor and the lessor acknowledges receipt.
This money shall be paid yearly in two instalments one instalment at the beginning of January each year and another in July and that these instalments shall be equal in value.
The third paragraph in a lease agreement contains the conditions that the lessee agrees to;
To observe and perform all conditions and covenants implied by law in the lease.
The lease agreement fully contains the terms and conditions that both the lessor and lessee will follow or abide by and at the end of the lease are signatures of the parties and witnesses thereto. Once the lessee passes on the lease to another person the person acquires the lease subject to the terms and conditions and the lease is registered in the volume as an encumbrance on the freehold or mailo title of the leased land.
Further the lease agreement contains an automatic renewal clause of 49 years.
The next element of the title is the deed plan which shows the accurate location of the land and the easements on the land and other physical features like swamps on the land. The main purpose of the deed plan is to show location basically of the demised premises.
The next pertinent issue is the page for **encumbrances** on the title. This page is meant to register registrable third-party interests in the land and in this case, we notice that there is actually no encumbrance on the land.
In conclusion therefore the pertinent distinctions between a leases hold title and other titles is that it is formed by contract between the parties, then it runs for a specific period of time compared to freehold and mailo which are owned in perpetuity. Then the tenant is usually required to pay a fee as rent or premium for a certain period of time and lastly the lessee only uses the land in line with the terms and conditions laid down in the lease agreement.

Certificate four.
The pertinent aspects of land comprised in Kyadondo Block 83 plot 818, Bubale.
The first pertinent aspect, at the cover page shows the land is registered under the laws of Uganda as it is titled 'UGANDA' at the start and is registered under the registration of Titles Act as titled.
It is also showing the location of the property and that it's located in Wakiso District, Kyadondo County at Block 83, plot 818. Complying with a format and procure laid down in section 38 and the 3rd schedule of the Registration of Titles Act cat 230.

It is showing the description of the property in part 1 as the land situate at Bubale and its private Mailo Land. Mailo ownership is one of the land tenure systems provided for in the constitution under article 237(3. This system allows for the ownership of land in perpetutity but also allows for the separation of ownership on the land from the ownership of the developments on the land by a lawful or bonafide occupant.

The title also shows the area in hectares occupied by the land as 0.6150 counter signed by the registrar and the proprietor of the land, indicating the authenticity of the title issued.

Part 2 is indicating the ownership of the land title as Phylis Koku who is still a minor until the 10th may 2025 and Fillian Mpako alos aminor until 17th July 2023 c/o P.O.BOX 44195, Kampala, and that acquired the said land property on 6/09/2017 at 11:45am , who hand acquired the same land from Malyanga Mukasa and it is well signed by the registrar acknowledging the same.

It shows the location, hectares, and all the boarders of the land of Block No 83 Plot 818 as it was surveyed and signed by the surveying officer on the 26/07/2017 It also contains a deed plan.

The last pertinent aspect is that the land has no any encumbrance attached to it, which means that there is no person claiming any interest in the suit land.

Example

Advise the client on all the requisite steps and inquiries you would undertake to establish the viability of the transaction. Draft any documents you would use at this stage.

Article 237 (1) of the constitution of the Republic of Uganda, 1995 provides that land in Uganda belongs to the citizens of Uganda and shall rest in accordance with the lad tenure system provided for in this constitution.

Article 236 3) of the Constitution 1995 provides that land in Uganda shall be owned in accordance with following land tenure systems.

a) Customary
b) Freehold
c) Mailo and
d) Leasehold.

Section 2 of the Land Act, Cap 227 as amended provides that subject to article 237 of the constitution, all land in Uganda shall rest in the citizens of Uganda and shall be owned in accordance with the following land tenure systems.

The client is required to carry out due diligence and specific inquires in order to ensure that the various properties he intends to acquire are legally purchased. In case of any claim from any persons, he would be able to raise the defence of bonafide purchaser for value without notice.

Before an interested purchaser transacts in registered land, there are quite a number of pertinent steps that must be taken to safe guard the interests of a potential purchaser.

Particulars of the land

The intending purchaser should be availed with the particulars of the subject land in terms of description. It must have a block and plot, who is registered on the title, location of the land, how many acres etc.

The purpose of the particulars is to enable an intending purchaser to cause a search at the relevant land registry to confirm not only the proprietorship but also the existence of a white page with corresponding particulars like those on the duplicate.

UGANDA BROADCASTING CORPORATION VS SINBA (K) LIMITED & 2 OTHERS VS SINBA (K) LIMITED CIVIL APPLICATION NO. 12 OF 2014 Court found that the purchaser did not make a search at the land registry to ascertain the proprietorship of the property the subject of sale. And held that she had a duty and obligation to ascertain the proprietor of the property even before attempting to bid for it. Had she done so she would have found out that the property she was bidding for did not belong to the respondents. At least she was on full notice. It appears that she actually was well aware of the fact that the respondent was not the registered proprietor but she went ahead to buy the property anyway. She cannot turn around and contend that she is an innocent purchaser for value without notice

Search.

Section 201 of the Registration of Titles Act Cap 230 provides that any person may, on payment of the fee for the time being payable in that behalf, inspect the Register Book during the hours and upon the days of business.

Subsection 2 further provides that the registrar, on payment of the fee for the time being payable for a certified copy, shall furnish to any person applying for it a certified copy of any certificate of title, caveat or registered instrument affecting land under the operation of this Act; and every such certified copy signed by the registrar and authenticated by the seal of the office of titles shall be received in evidence in any court or before any person having by law or by consent of the parties authority to receive evidence as prima facie proof of the original certificate of title.

In the case of **FATHER NARSENSIO BEGUMISA AND ORS V ERICK TIBEBAGA SCCA NO 17/2002**. court opined that the purchaser must carry out all due diligence by cross checking the title at hand /examine the certificate of title and all its pages to ensure that all the pages reflect the essential features of a valid certificate of title.

The intending purchaser, Nkusi should therefore after having examined the certificates of title, conduct a search at the land registry to confirm the particulars.

In regards to location, whether the cover page corresponds with part that provides for the Block Number, County, District, and Plot Number.

The purchaser should ensure that the seal and the stamp of the registrar of titles is valid.

Easements on the physical land should be checked thoroughly in part I and the Deed plan print.

The signature of the purported vendor and name and other previous owners. The name of the current owner should correspond with the vendor. Encumbrances on the title should be brought to the attention of the client.

The procedure is that you write a formal/ordinary letter to the registrar of titles. The fees payable on the application letter is 10,000 payables to URA under the Registration of Titles (fees) (amendment) Rules 1998

Spousal Consent.

Also, the intending purchaser should find out whether the land is subject to spousal consent or if there are any equitable interests on the land.

Section 38A of the Act as amended gives every spouse security of occupancy on family land which means a right of access to and a right of residence therein. It provides that every spouse shall in every case have the right to use the family land and to give or withhold his or her consent to any transaction referred to under **Section 39** which may affect his or her rights. Family land is defined to mean land on which is situated the ordinary residence of a family and inclusive of where the family derives sustenance.

Section 39 (1) of the Land Act Cap. 227 as amended by the Land Amendment Act No. 1 of 2004 prohibit the mortgaging of family land except with the prior consent of a spouse.
ALICE OKIROL VS. GLOBAL CAPITAL SAVE 2004 LIMITED HCCS NO. 149/2010; HELD; The requirement for spousal consent is intended to provide security of occupancy on family land unless a spouse consents to doing away with it. That in the absence of written spousal consent to mortgaging the property in issue for the amount stated in the mortgage, the mortgage created over it is void.
If the land is family land, then consent of spouse must be availed in writing.

Physical visit and opening of boundaries
The person must verify the authenticity of the certificate of title presented by the vendor. This is because the registry of land is authorised under the law to create a special certificate of title where the duplicate is misplaced, destroyed or obliterated. Where a special certificate is issued a white page indicates so and the title itself contains the words 'special certificate'
A certificate of title must contain the particulars of the land that correspond with the ground. It is therefore important for the intending purchaser to cause a boundary opening to confirm whether the boundaries are in tandem/ consistent with the particulars of the land. This is important in case of fraud and also where there is a mistake/error on the title.
FR. NASCENSIO BEGUMISA V ERIC TIBEBAGA the appellants pleaded that they were rightful customary owners of the suit land, which was different from, and was located about 2-3 kilometers away from the land described in the certificate of title. **Court found that** Block 53 Plot 9 was in Masya parish, and that the suit land was not surveyed, and that it was located in Block 59 in Kijubwe parish. Court **held** that the significance of that evidence lies in the elementary principle of the land registration system under the Reestration of Titles Act, namely that a certificate of title relates to only one parcel of land.
Mulenga; "In my view, it follows that the inviolability of a certificate of title is circumscribed in as much as it is confined to the particulars in the certificate. The court therefore, cannot receive the certificate as evidence of particulars, which are not set forth in it. For that reason, and particularly in view of the defence, the respondent also had to show that the particulars in Exh.P1, relate to the suit land on the ground. He fell far short of doing that. The certificate of title, Exh.P1, does not relate to the suit land. It was issued to the respondent in error because it relates to land for which he did not apply. Much as I agree with the trial judge that the respondent cannot be held responsible for that error, I do not accept that he can take advantage of the error and use the certificate to prove ownership of land to which the certificate does not relate"
The question of conducting a search is further discussed in **UGANDA POSTS AND TELECOMMUNICATIONS V LUTAAYA CA 36/1995** where Court held that the mere search on the register is not enough. The person ought to inquire beyond the register.
Therefore, an intending purchaser should undertake a physical visit to the land /physical search to ensure that the particulars of the title reflect onto the land otherwise regarded as boundary opening. One ought to discover the following;
What is on the land?
Inquiry from the locals, local authority to ensure that the respective pieces of land belong to Brenda Komugabe.
Check with the planning Authority and find out the use under which that land is put. It may be a road reserve.

Check with NEMA whether such land is put under use by the authority; such land may be declared on wet land.
Find out whether the land suits the purpose of your client who is a buyer. He could be planning to bring onto the land developments which are not allowed in such an area or may be such business cannot be sustained in such area.
Consult a surveyor in clarifying and verifying the dimensions, measurements etc on the land in question to be very sure of what your client is going to buy.
The purchaser should further find out third party rights (equitable interests) in the land such as leases, bonafide occupants among others.
It was stated in by Vaughan Williams in **HUNT. v. LUCK. [1899 H. 110.] 1902** that "... if a purchaser or a mortgagee has notice that the vendor or mortgagor is not in possession of the property, he must make inquiries of the person in possession ... and find out from him what his rights are, and if he does not choose to do that, then whatever title he acquires as purchaser or mortgagee will be subject to the title or right of the [person] in possession."
It was further stated in **DAVID SEJJAKA NALIMA —VS- REBECCA MUSOKE, SCCA NO. 12/85** that where a party abstains from making inquiries for fear of learning the truth about a property he is purchasing, that party may be found not to be a bona fide purchaser for value and fraud may be properly ascribed to him.
Therefore, in order to be a bonafide purchaser for value without notice it is pertinent to carry out a physical search and ascertain any third-party rights in the land.

Documents
APPLICATION FOR A SEARCH STATEMENT
SUI GENERIS&CO ADVOCATES
PLOT 24 LD TOWERS 2ND FLOOR
P.O.BO BOX 0000 KAMPALA
20TH OCTOBER 2018
TO THE REGISTRAR OF TITLES
KAMPALA CITY COUNCIL AUTHORITY
Dear Sir/Madam;
RE: APPLICATION FOR SEARCH STATEMENT ON KYANDONDO BLOCK 224 PLOT 620, KISUGU, FRV 98 Folio 27, Plot 11 KYOTOKYAMANDWA, LRV 1289 FOLIO 15 PLOT NO. MISC 437, NTINDA, KAMPALA and KYADONDO BLOCK 83 PLOT 818 BUBALE.
We act for and on behalf of our client **Major Allan Nkusi** upon whose express instructions, we write to you as follows;
That our client is desirous to purchase the land whose particulars are stated here in above. In the circumstances, we kindly request your good office to conduct a search of the above reference title and avail us with the information in that respect so that we can diligently advise our client. The requisite fees have been paid.
We shall be most obliged.

……..……
SUI GENERIS &CO. ADVOCATES

1.c. Whether there are any identifiable third-party rights and legal factors that substantially affect the purchase of Brenda's land?

According to **Article 26**[238]**"**Every person has a right to own property either individually or in association with others.**"** Furthermore, **Section (2) of the Land Act** supported by **Article 237** of the Constitution gives ownership of the land to the citizens of Uganda and this right is to be exercised by owning land in accordance with the following land tenure systems;

Customary
Freehold
Mailo
Leasehold

Family property/Spousal consent;

Article 31(1) (b) provides that a man and woman have the right to marry and to found a family and are entitled to equal rights in marriage, during marriage and at its dissolution.

Section 38A (1) of the Land Act as amended by the Land Amendment Act, No. 1 of 2004 guarantees security of occupancy of a spouse on family land and family land. The security of occupancy prescribed under subsection (1) means a right to have access to and live on family land.

Subsection (3) provides that for the purposes of subsection (2), the spouse shall in every case have a right to use the family land and give or withhold his or her consent to any transaction referred to in section 39, which may affect his or her rights.

Subsection (4) of that section defines family land to mean land

(a) On which is situated the ordinary residence of a family;

(b) On which is situated the ordinary residence of the family and from which the family derives sustenance;

(c) Which the family freely and voluntarily agrees shall be treated to qualify under paragraph *(a)* or *(b)*; or

*(*d) Which is treated as family land according to the norms, culture, customs, traditions or religion of the family?

"ordinary residence" is defined to mean the place where a person resides with some degree of continuity apart from accidental or temporary absences; and a person is ordinarily resident in a place when he or she intends to make that place his or her home for an indefinite period;

"Land from which a family derives sustenance" means

a) Land which the family farms; or

(b) Land which the family treats as the principal place which provides the livelihood of the family; or

(c) Land which the family freely and voluntarily agrees, shall be treated as the family's principal place or source of income for food.

And subsection (5) provides that for the avoidance of doubt, this section shall not apply to spouses who are legally separated."

Section 39 (1) of the Land Act Cap. 227 as amended by the Land Amendment Act No. 1 of 2004 prohibit transactions on family land except with the prior consent of a spouse.

Subsection (2) of that section provides that the consent required shall be in the manner prescribed by the regulations.

[238] 1995 constitution of the republic of Uganda

Regulation 64 (1 of the Land Regulations 2004 prohibits the recorder or registrar from registering any transaction where) the consent required under section 34 or 39 of the Act is not produced, except where there is an order of the tribunal or a court to dispense with that consent. Regulation 64 (3) provides that the consent shall be in Form 41 specified in the first schedule to the Regulations.

In **ALICE OKIROR & ANOR V GLOBAL CAPITAL SAVE 2004 AND ANOR HCCS NO 149/ 2010,** it was emphasised that the consent can only be in writing as specified in that form.

Under **Subsection (4)** Where any transaction is entered into by a purchaser in good faith and for value without notice that subsection (1) of this section has not been complied with, the transaction shall be void but the purchaser shall have the right to claim from any person with whom he or she entered into the transaction, any money paid or any consideration given by him or her in respect of the transaction.

In **INID TUMWEBAZE v MPWEIRE STEPHEN & AN'OR HCCS NO 39/2010**

Per: Hon Mr. Justice Bashaija K Andrew.

According to the facts of the instant case, Ssenkima John Bosco, the husband to the Appellant, pledged as security for money borrowed the property where he lived with his spouse, Inid Tumwebaze (the Appellant) to Mpweirwe Steven. Senkima had, however, not procured consent from; nor informed his spouse Inid Tumwebaze. The Respondent 's main contention is premised on the position that by the time of the attachment the suit property had been demarcated off the homestead; implying that the two were separate and that the banana plantation could not be subject of spousal consent under **Section 39**

Held; This act and / or omission evidently runs counter the spirit and letter of S**ection 39(1) (c) (i) (supra)** which categorically prohibits transactions in such land as the one in question. To argue that the banana plantation had been demarcated from the homestead would be to defeat the stipulation of **land on which the person ordinarily resides with his or her spouse and from which they derive their sustenance**‖; for it is inconceivable that a homestead without the banana plantation in this case would provide the sustenance contemplated by the law. Therefore, even transacting in family land on which the banana plantation was in this case would require spousal consent as it formed part **of land on which the person ordinarily reside**. Needless to emphasise that the said provisions of the law are mandatory and cannot be circumvented.

Court found that clearly, the whole dealing in the land was void *ab initio* for want of spousal consent, and to that extent, the Respondent is precluded from hiding under the argument that **Section 39(supra)** does not apply where it is sought to sell family land in execution of a judgment debt against the land owner. The law on illegalities well is settled. In the case of **MAKULA INTERNATIONAL LTD V CARDINAL WAMALA (1982) HCB 11** cited by Counsel for the Appellant, it was held, inter alia, that:

A court of law cannot sanction what is illegal, an illegality once brought to the attention of court, overrides all questions of pleading, including any admission made thereon.

It is thus settled law that an illegality supersedes everything else raised by the parties, even in the instant case.

The facts show that land comprised in **Kyadondo Block 244 Plot 620, Kisugu,** which is developed with a residential house in which Brenda resides with her husband and other family members. This means that this is family land on which the family ordinarily resides. As such the husband of Brenda has rights in the said and land and his consent prior to any transaction is needed.

Land comprised in **FRV 98 Folio 27, Plot 11 Kyoto kyamandwa** has a farm with cattle, goats and sheep. Part of the land measuring about 20 acres is used by Brenda's family and has a large banana

plantation used for both sales to marketers and for subsistence and from which Brenda's husband Harry collects food, fruits and vegetable for the family every weekend.

This land is also family land as land from which the family derives sustenance. Spousal consent is necessary.

Therefore, Brenda's husband Harry has rights and interest in the two plots of land. His consent is necessary for any transaction on the land.

Bonafide Occupant

Article 237(1) of the constitution, 1995 provides that, land in Uganda belongs to the citizens of Uganda and shall rest in them in accordance with the land tenure systems provided for in this constitution.

Article 237 (8) of the constitution supra, stipulates that, upon the coming into force of this constitution and until parliament enacts an appropriate law under clause (a) of this article, the lawful or bonafide occupants of mailo land, freehold or leasehold land shall enjoy security of occupancy on the land.

Sec 1 (e) of the Land Act supra, stipulate that bonafide occupant has the meaning assigned to it in **Section 29**

Section 29(2) (a) of the Land Act, Cap 227 defines Bonafide occupant to mean a person who before the coming into force of the constitution has occupied and utilized or developed any land unchallenged by the registered owner or agent of the registered owner for twelve years or more;

Section 1 (dd) of the Land Act, cap 227 provides that, a tenant by occupancy on registered land shall enjoy security of occupancy on the land.

Section 31 (2) of the land Act supra, stipulates that, a tenant by occupancy referred to in subsection (1) shall be deemed to be a tenant of the registered owner to be known as a tenant by occupancy subject to such conditions as are set out in this Act or as may be prescribed.

Section 31 (9) Land Act Supra., provides that for avoidance of … the security of tenure of a lawful or bonafide occupant shall not be prejudiced by reason of the fact that he or she does not possess a certificate of occupancy.

Section 35 (1) of the Land Act as amended provides that a tenant by occupancy who wishes to assign the tenancy shall, subject to this section, give the first option of taking the assignment of the tenancy to the owner of the land.

Subsection (2) thereof, provides that, the owner of land who wishes to sell the reversionary interest in the land shall, subject to this section give the first option of buying that interest to the tenant by occupancy.

This means that the tenant can sell his/her assignment to the title holder and the title holder can sell his/her reversion to the tenant. Subsection (3) stipulates that such transactions are on the basis of willing buyer willing seller.

The Land (Amendment) Act 2010 introduces Section 35 (1) (1a) which makes it an offence for the tenant to sell without giving the first option to the landlord.

The facts show that; part of the land comprised in **FRV 98 Folio 27, Plot 11 Kyotokyamandwa** is exclusively occupied by Bitumen Byekwaso aged 70, who inherited the same from his father 40 years ago and has his own banana plantation on it.

This means that Bitumen Byekwaso is a bonafide occupant on registered land and has an interest in the land. In case of sale, he should be given the first priority.

Other interests of third parties.

The Tenants

The tenants as 3rd parties to this property have rights however their rights extend only as far as their prepaid rent runs. Therefore, their interests expire at the expiration of their tenancy. Furthermore, as tenants, they are entitled to notice as of practice.
It should however be understood that the terms of the tenancy agreement are also are determinant as to whether the tenants are entitled to notice when the property, they are renting is being sold off.
Land comprised in **LRV 1289 Folio 15 Plot No. Misc 437, Ntinda,Kampala,** on which there is a large commercial building fully occupied by tenants.
Tenants have interest in land subject to the tenancy agreement. Tenants are only entitled to notice on termination.

Land in the names of minors.
Land comprised in **Kyadondo Block 83 Plot 818, Bubale,** registered in the names of Brenda's children. This land is registered in the names of two minors **Phylis Koku (**a minor until 10th May 2025) and **Fillian Mpako (**a minor until 17th July 2023) who have every right to own this land but cannot transact in this said land.
For Brenda and Major Nkusi to transact in this land there has to be an appointment of **"guardian of property."** Brenda needs to apply to the High Court for guardianship of this land in accordance with **article 139(1**) of the Constitution and **section 14 of the Judicature Act** which give the High Court unlimited original jurisdiction in all matters. **Section 98 of the Civil Procedure Act** empowers the High Court to invoke its inherent powers to grant remedies where there are no specific provisions. Also, the application is made under S. 43B of the Children Act as amended.
The Application must be in the minor's best interests that the applicant be granted legal guardianship to enable her sell the land that is the **welfare principle** in accordance with **section 3** of the **Children Act as amended.** In all matters concerning children, the best interests of the child shall be the primary consideration. This is also contained in Article 34 of the Constitution
The best interests of the child set out by the Children Act include the ascertainable wishes and feelings of the child in light of his or her age and understanding; the child's physical, emotional and educational needs; the child's age, background and other circumstances relevant in the matter.
In the case of **AJIDIRU LULUA JENIFER V NDERA JUSTINE ANGUZU AND ASIANZO JOVIA ANGUZU MISCELLANEOUS CIVIL APPLICATION NO. 0031 OF 2016 HON. JUSTICE STEPHEN MUBIRU** held that "In matters of this nature, where the legal property rights of children are involved, yet by virtue of their status as legal incompetents, the children do not have the capacity to safeguard those rights on their own, courts are expected to exercise a *parenspatriae* authority.
In the matter of an application for guardianship of Valeria Nakyonyi Gozaga by Walakira George (father of the above-named minor) family cause 199 of 2013
In this case court granted a guardianship order to the child's biological father authorizing him to sell and/or dispose of land comprised in Kyadondo Block 180 Plot 662 land situate at Kitukutwe registered in the names of Valeria Nakyonyi Gozaga (a minor) for the benefit of the minor.
IN RE MARVIN KAKOOZA where the applicant, who is child's biological mother, sought an order that would enable her to sell the land she jointly owned with the child, that it is for construction of the family's residence and paying the minor's school fees, court held that such order should not be denied as it is for the welfare and best interests of the minor. Court thus granted guardianship to the biological mother of the child.

Therefore, Brenda should apply for a guardianship order to allow him sell the property in the names of her children if such a sale is within the children's best interests.

THE REPUBLIC OF UGANDA
IN THE MATTER OF THE REGISTRATION OF TITLES ACT CAP 230 AND
IN THE MATTER OF THE LAND ACT CAP 227
AND
IN THE MATTER OF AN AGREEMENT OF SALE OF 0.30 HECTARES OF LAND SITUATE AT KISUGU ZONE, KYADONDO COUNTY WEST MENGO DISTRICT, COMPRISED IN BLOCK 244 PLOT 620.
REGISTERED PROPRIETOR: BRENDA KOMUGABE ARIKO
Sale agreement

THIS AGREEMENT OF SALE is made and executed this. day of…….....**,** 2018
BETWEEN
BRENDA KOMUGABE ARIKO of Kyadondo Block 244 Plot 620, Kisugu (Hereinafter referred to as "the **seller/vendor**" which expression shall include his legal representatives, successors in title, agents and assignees) on the one hand.
AND
REACH THE RICH UGANDA LIMITED C/o Ms Firm C1, Kagugube Road Wandegeya Kampala District (Hereinafter called "**the purchaser**" which expression shall where the context so permits include her successors in title, legal representatives and assignees) on the other hand.
Both of whom are collectively referred to as the "parties"
WHEREAS:
The Vendor is a registered proprietor of the land Comprised in Kyadondo Block 244 Plot 620 at Kisugu Measuring 0.30 Hectares (Hereinafter referred to as the Property)
AND WHEREAS The Vendor is desirous of selling the said property and all the buildings on it to the purchaser and the purchaser is also willing to buy the same;
AND WHEREAS the vendor warrants good title to the above property

THEREFORE, THIS AGREEMENT WITNESSETH as follows:
AGREEMENT
Subject to the terms hereof and in consideration of the price set out and payable as prescribed in Clause 2 below, the Vendor hereby agrees to sell and assign all their legal and equitable title and interests in the Property and assets within the said property to the Purchaser and the Purchaser hereby agrees to purchase the same.
2 CONSIDERATION.
In consideration of the sum of UGX **320,000,000/= (Uganda Shillings Three hundred twenty Million only),** being the agreed value.
3 MODE OF PAYMENT
3.1. Upon execution of this agreement the parties have agreed for the payment of the said Land to be in three equal monthly installments not beyond 30th January 2019.
3.2. The first installment of 110,000,000/= (**one hundred ten million shillings)** shall be paid on 30th October 2019.

3.3. Failure to pay within the stipulated time, the parties shall treat the contract as repudiated and the vendor shall refund the purchaser's money already paid.

4 INCUMBERANCES AND INDEMNITY

The property is sold on the understanding that it is free from enquiries or encumbrances OF ANY DESCRIPTION and the Vendor undertakes to indemnify the Purchaser against all actions, proceedings, claims costs, losses and all expenses whatsoever which may be suffered or incurred in respect of the property as a result of any encumbrances which may have not been disclosed to the Purchaser by the Vendors if the same arise in breach of the Vendor's promises herein.

TRANSFER:

The vendor agrees to procure the granting or completion, as the case may be, all consents, certificates of title, duly signed transfer forms, passport sizes photographs, copy of national id, and approvals as shall be necessary to transfer ownership of her interest into the purchaser's name, her nominee and for the purpose of duly carrying out and fulfilling this agreement to its entirety. All transfer, survey fees and other expenses for the transfer and or subdivisions of the property into the name of the purchaser shall be borne by the purchaser. Whenever called upon the vendor shall give to the purchaser all the necessary assistance to enable her to complete this transaction effectively.

POSSESSION:

The vendor shall provide vacant possession of the property to the purchaser, after payment of the first installment and the purchaser shall take immediate possession of the same thereafter.

ENUREMENT:

This agreement of sale will ensure for the benefit of and be binding upon the parties hereto and their successors in title and assignees.

TAXES AND OTHER DISBURSEMENTS:

All taxes and disbursements for and incidental to the acquisition of a certificate of title and all transfers for the purchaser shall be met by the purchaser.

GOVERNING LAW:

This agreement will be governed, construed and enforced in accordance with the laws of Uganda.

LEGAL FEES:

Parties shall meet all necessary legal fees for the witnessing Advocate(s) to these presents.

SPOUSAL CONSENT

The property is subject to spousal consent under the Land Act Cap 227 as amended which is **hereby attached**

LOCAL AUTHORITIES

The Vendor undertakes to introduce the purchaser or his agents to the local authorities as the new owner of the property

SEVERABILITY:

If any provision of this agreement is invalid or unenforceable for any reason whatsoever, such invalidity or un-enforceability will not affect the validity or enforceability of any or all of the remaining provisions of this agreement which shall continue in full force and effect and be construed as if this agreement had been executed without the invalid or unenforceable provisions.

IN WITNESS WHEREOF the parties hereto have executed these presents on the day and year first above written.

SIGNED and Delivered for

And on behalf of the said;

……..……

BRENDA KOMUGABE ARIKO

{VENDOR}

SIGNED and Delivered for

And on behalf of the said

……..……..…

DIRECTOR OF REACH THE RICH UGANDA LIMITED

{PURCHASER}.

In the presence of:

Name: Signature: Contact

…….. …… ……...…..…….

…… ……..…… ……...……

All In the presence of

…….....……..

ADVOCATE

Drawn and Drafted by;

SUI GENERIS ADVOCATES

P.O.BOX 112211

LDC, level 3 Suit 1

Kagugube Rd, Kampala

Uganda

Example

Advice the senior Partner on: -

The steps that you would take to cause the client to obtain the legal interest in the land (Draft the most pertinent documents)

Title by registration as a feature of the Torrens system, is where the interests in land are created or transferred by registration under the **Registration of Titles Act**. **Section 54 of the Registration of Titles Act** provides; No instrument until registered in a manner herein provided shall be effectual to pass any estate or interest in any land under the operation of this Act, or to render such land liable to any mortgage. But upon such registration, the estate or interest comprised shall pass…or be liable to the … conditions set forth in the instrument or by this Act.

The operation of **Section 54** is illustrated in the case of „**LUMU V LINDO MUSOKE**‟ where it was held by **Musoke J**, that the agreement for sale of land did not transfer any interest in the disputed land to the defendant. It merely gave him a contractual right entitling him to bring an action against the plaintiff for damages or for specific performance if the plaintiff refused to execute in his favour the statutory transfer.

The case of **„ZIMBE V KAMANZA'** further reiterates the principle as propounded by S.54 viz; that title does not pass until a transfer is registered under the Registration of Titles Act. That no man can become the owner of land until a statutory transfer of land to him has been registered.

The general rule is that no one can transfer an estate or interest unless it is registered as required in the Registration of Titles Act by the registrar. Title does not pass by mere execution of sale agreements. In **NDIGEJJERAWA V KIZITO AND KUBULWAMWANA,** both the buyers executed documents but none of them got the title.

Therefore, in order for Maj Nkusi to obtain legal interest in the land, he must have the land brought under the operation of the Registration of Titles Act by having it registered.

Execution of an agreement for sale.

Having carried out due diligence and inquiries, the parties should execute an agreement for sale.

The Registration of Titles Act does not provide for any mandatory requirement to execute an agreement of sale of land and a sale agreement is not an instrument for purposes of passing an interest in registered land. Refer to **Section 54 of Registration of Titles Act and ZIMBE V TOKANA KAMANZA**

The Contracts Act provides for formalisation of a contract in writing. A sale agreement contains evidence of the subject matter purchased, the acreage ad the consideration paid.

The agreement must be duly signed by the parties. Where the parties to the agreement or any of them is an illiterate, it is mandatory under **Section 2 and 3 of the Illiterates Protection Act** to include a certificate of translation certifying that the contents were read and translated to the parties before they appended their respective signatures thereto.

Registration of sale agreement.

There is no mandatory requirement to have the agreement of sale registered save that for purposes of evidence in any proceedings in court an unregistered agreement may not be admitted in evidenced for want of payment of stamp duty.

It should be noted that an agreement for sale attracts stamp duty. Under **Section 32 of Stamp Duty Act** 2014, any instrument on which a duty is chargeable is inadmissible in evidence unless that instrument is duty stamped as an instrument on which duty chargeable thereon has been paid.

WASUKIRA FRED V. M/S HARMONY GROUP LTD HCCS NO40/ 6. In the instant application, the plaint was supported by an agreement for commission payments/remittances signed by the 1st and 2nd plaintiffs as Managing Director and company Secretary respectively on which no stamp duty was paid.

Held; Where a cause of action is based on a document where stamp duty must be paid and the duty is not paid a cause of action cannot in law be based on such document. Generally, under Section 42 of the Stamps Act (now 32 of Stamp Duty Act 2014), any instrument on which a duty is chargeable is inadmissible in evidence unless that instrument is duty stamped as an instrument on which duty chargeable thereon has been paid. If the plaintiff wanted to rely on such unstamped instrument, they ought to have sought leave of court to have the duty paid. The plaintiffs however have not sought leave of court to do so. Therefore, the plaintiffs cannot rely on the unstamped agreement as evidence in this suit.

HOUSING FINANCE BANK LTD AND SPEEDWAY AUCTIONEERS VS EDWARD MUSISI JUDGMENT. CASE NUMBER. CIVIL APPEAL 22 OF 2010 Held; The stamp duty for the agreement of sale had not been paid in accordance with section 42 of the Stamps Act. That

notwithstanding the land could not be transferred into the names of the buyer without paying the stamp duty and other taxes connected with land transfers.
Therefore, for evidential purposes, the sale agreement should be registered under the **Registration of Documents Act Cap 81** and also pay the requisite stamp duty.

Executing a transfer instrument
An interest in registered land can only pass upon execution and registration of a proper instrument. Section 54 Registration of Titles Act, **NDIGEJJERAWA V KIZITO AND SEBANE KUBULWAMWANA (1952) 7 ULR 31.** WHERE **AINLEY.J** gave his judgment that "… No document or instrument can be registered unless it fulfils the requirements, and no instrument (however perfectly it fulfils the statutory requirements) is effectual to transfer any interest in land unless it has been registered…"
The proper instrument for purposes of registration is a transfer form which must be in the form set out in the **Registration of Titles Act** should be properly executed by the parties and must be duly attested by the legally designated persons.
Section 147 of the Registration of Titles Act, provides that an instrument shall be duly executed if attested to by one witness. Further Section 148 of the **Registration of Titles Act** requires the signature to be in Latin character.

SUPREME COURT CIVIL APPEAL NO. 4 OF 2006 - FREDRICK J. K ZAABWE VS ORIENT BANK LIMITED & OTHERS HELD. Per **KATUREEBE, JSC.**
In my view, the rationale behind **Section 148** requiring a signature to be in Latin character must be to make clear to everybody receiving that document as to who the signatory is so that it can also be ascertained whether he had the authority or capacity to sign. When the witness attesting to a signature merely scribbles a signature, without giving his name or capacity, how would the Registrar or anyone else ascertain that that witness had capacity to witness in terms of **Section 147 of the Registration of Titles Act? Held** that where the signatures to a mortgage are not in Latin character, the mortgage is not valid The attesting witness must sign the transfer instrument having witnessed the transferor of transferee sign.
Where the transferor or transferee is illiterate, the attesting witness must execute a certificate of attestation. This is to certify and confirm that the contents were understood. **Section 3 of the Illiterate Protection Act (Cap) 78 of the Laws of Uganda 2000**, enjoins any person who writes a document for or at the request or on behalf of an illiterate person to write in the jurat of the said document his/her true and full address. This shall imply that he/she was instructed to write the document by the person for whom it purports to have been written and it fully and correctly represents his/her instructions and to state therein that it was read over and explained to him or her who appeared to have understood it.
Section 92 of the Registration of Titles Act Cap 230 provides that the proprietor of land may transfer the same in one of the forms of transfer in the Seventh Schedule to the Act.
The transfer form shall be accompanied by the consent form of the spouse(s). Since Maj. Nkusi intends the piece of land to be owned by his company, a registered Board Resolution of the Company Director(s) of **Reach the Rich Uganda Limited** is necessary.
Therefore, the parties should execute a transfer instrument, sign it and have it attested.
Valuation and stamp duty

A transfer instrument is incapable of being effectively registered unless the requisite stamp duty is duly paid. Valuation for purposes of payment of stamp duty is done by the chief government valuer who certifies the amount payable by the transfer and it's usually 1.5% of the whole consideration as per Stamps (Amendment) Act 2016.

EDWARD MUSISI VS HOUSING FINANCE CO.(U) LTD AND SPEEDWAY AUCTIONEERS JUDGMENT. Case Number. Civil Appeal 25 of 204Held; The stamp duty for the agreement of sale had not been paid in accordance with **Section 42 of the Stamps Act (now 32 of Stamp Duty Act 2014.)** That notwithstanding the land could not be transferred into the names of the buyer without paying the stamp duty and other taxes connected with land transfers. It's a requirement of the law that the intending transferee discloses the consideration paid in the transfer instrument and consent form and any under valuation of the property by the transferee may amount to fraud if it was intended to defraud government of its revenue.

WAKANYIRA V KAVUYA AND 2 OTHERS (CIVIL APPEAL 36 OF 2010) [2021] UGCA 105COUNSEL for the plaintiff further referred to a decision of Justice Alfred Karokoora (J. as he then was) in the case of **SAMUEL KIZITO MUBIRU & ANOTHER VS G.W. BYANSIBA & ANOTHER** [1985] HCB 106, where he held that by Public Policy any transaction designed to defraud the Government of its revenue is illegal.
Held Per **Hon. Mr. Justice Geoffrey Kiryabwire**
I find that there is a difference between not paying stamp duty on a sale agreement and not paying stamp duty on a transfer form. There is no doubt that by failing to pay due tax is contrary to public policy. In attacking which document should be scrutinized I think it should be the transfer form. This present case should be distinguished from the **Mubiru case** (Supra) because in that case the plaintiff sought protection in a land transaction that he was a bona fide purchaser for value without notice. However, the Judge in that case rightly pointed out that you cannot be a bona fide purchaser if you do not pay Government tax
The transferee must also pay registration fees which is payable to the local authority.

Filing of documents.
Upon payment of the requisite fees the transferee has to submit the duplicate certificate of title, signed transfer forms, photographs and valid identification with evidence of payments which must be paid in the relevant land registry. The land office normally checks the submitted documents, passes them if they are competent, gives them or allocates an instrument number where after will be effected in the names of the transferee.
Also, on lodging the documents, the registration fee should be paid as provided for under the Registration of Titles (Fees) Rules S.I 230-1
Section 92(2) of the Registration of Titles Act provides that upon registration of the transfer, the estate and interest of the proprietor shall pass to the transferee and the transferee shall thereupon become the proprietor thereof.
Upon registration a person whose name appears in the title is deemed to be a registered proprietor. **Section 59 Registration of Titles Act**

DAAKA NGANWA V RUKYEMA & ANOR (HCT-05-CV 8 OF 2000) [2012] UGHC 241HELD

Where a duly registered proprietor exists, as is the case presently, the certificate of title is conclusive evidence of ownership and therefore no further proof of ownership is required save for where there are allegations of fraud.

Therefore, any purchaser of land under the Torrens system must be diligent to follow the above steps in order to acquire a valid title (legal interest) that cannot be impeached in light of the defence of bonafide purchaser for value without notice.

Therefore, in order to secure a legal interest for Maj. Nkusi, the above procedure should be followed to ensure an effective transfer of the land from Brenda to Maj. Nkusi.

BRIEFLY, the following steps should be undertaken.

Step 1

Applicant must have in possession the following;

The Land transfer forms as provided in **Section 92 of the Registration of the Titles Act Cap 230**.

Spousal consent form under **Section 39(2) of the Land Amendment Act of 2004**

A photocopy of duplicate certificate of title

Two (2) authentic passport photos of both buyer and seller

Land sale agreements as provided for in the 21st Schedule of the Registration of Titles Act Cap 230

A Registered Board Resolution of the Company Director(s) of **Reach the Rich Uganda Limited**

Consent to transfer forms.

Step 2

The property must be assessed at the market value, by the government valuer for purposes of the applicant paying for Stamp duty which is 1.5%

The applicant checks after 3 working days to collect assessment forms

Step 3

Pay Stamp duty and Registration fees in the bank and get a receipt and transfer forms embossed by Uganda Revenue Authority after the valuation of the land by the government valuer

Transfer form should be embossed with a sticker by Uganda Revenue Authority

Pay Registration fees at Land Registry 20,000/= for a Company or 10,000/= for an individual

Step 4

Submit all documents together with duplicate Certificates of title, Receipts and Photocopies of all documents

Photocopy of the transfer forms, stamped and Received to the office of Titles.

The registrar will Cancel the name of the registered proprietor and enter the new name in the Registration book.

The Applicant is asked to check after 10 working days to collect the title

Transfer Form

THE REPUBLIC OF UGANDA

TRANSFER OF LAND, MORTGAGE OR CHARGE

MAILO; KYADONDO BLOCK 244 PLOT 620

FORM 1.

TRANSFER OF LAND

I Brenda Komugabe Ariko (transferor) being the Registered Proprietor of the Land Comprised in the above-mentioned block in consideration of the sum of three hundred Million shillings (320,000,000/=) paid to me by the Reach the Rich Uganda Limited (Transferee) on or before the

execution of these presents the receipt of which I acknowledge hereby transfer that land Reach the Rich Uganda Limited for all my estate and interest in the land.

Dated this ……..…….day of ……..…… 2018

Signed by (Transferor) ……..
In the presence of …….

Signed by (Transferee) ……...
In the presence of ……

Consent Form
THE REPUBLIC OF UGANDA
THE LAND ACT CAP 227
THE LAND REGULATIONS 2004
CONSENT BY SPOUSE(S) TO TRANSACTION IN LAND

Location of the Subject of Consent
Village/Zone **KISUGU**
Parish/Ward
Subcounty/Town **SAABAGABO**
County/Division **KYADONDO**
District **WEST MENGO**

Approximate area (ha) **0.30**

If Land is registered, state
BLOCK **244**
PLOT **620**

Use or Occupation of the Land, **housing**

State the nature of the transaction

Sale of land.

I/We, being the spouse(s) of the owner of the above Land and the Land under the provisions of Section 39 of the Act grant consent/ I do not grant consent to the transaction

Reasons for refusal …. NIL

Name and signature/thumbprint

(i) ....
(ii) ....
(iii).....
Date ……

ii) All the duties, levies and fees that would be required to be paid in the process of 2b (i) above.
Stamp duty 1.5% of the value of the land under the Stamps (Amendment) Act 2016 second schedule which is 4,800,000.
A search fees paid through the Bank 10,000/= under 22nd schedule of RTA
Registration fees is 10,000/= (extra plots 5,000/= each)
A search of the registry book where reference to the volume or block and plots ..10,000/=
Counsels' fees

(iii)The pertinent ethical challenges that may arise in this transaction and how you would address them.
Acting ethically involves adhering to the letter of the code of professional ethics in the first place and also in morally appropriate manner.
The ethical conduct of advocates is generally governed by the **Advocates Act cap 227** and the **Advocates (professional conduct) regulations SI 267-2**
The following are the pertinent ethical challenges that may arise in the transaction.

Diligent and competent service;
An advocate has a duty to perform their services diligently and competently.

Regulation 12 of the **Advocates (Professional Conduct) Regulations** is to the effect that every advocate must advise his clients in their best interest, and no advocate should knowingly or recklessly encourage a client to enter into, oppose or continue any transaction in respect of which a reasonable advocate would advise that to do so would not be in the best interest of the client or would be an abuse of court process.
Competent advice is therefore crucial as an ethical consideration in such a transaction. The advocate must be well equipped with all the relevant legal requirements to advise accordingly.

Disclosure;
Disclosure is the act or process of making known something that was previously unknown.[239]
An advocate has a duty to notify his client of all the developments concerning the transaction. This is because he client also suffers the consequences even when they do not have the actual knowledge from their clients.
In **DAVID SEJJAKA NALIMA V REBECCA MUSOKE CACA NO. 12 OF 1985** the appellant appealed claiming that he was a bonafide purchaser for value without notice. Court held that since the appellant's advocate knew of the rightful owner, the knowledge was imputed on the appellant and therefore the appellant knew.

[239] bryan a. Garner, black's law dictionary, eighth edition, p1399.

This challenge must therefore be dealt with by disclosing everything from the beginning.

Lawful legal Fees;
The advocate must bill the client according to legal requirements that have been established by the law.
Regulation 28 of the **Advocates (Professional Regulations) Regulations** is to the effect that an advocate must not charge a fee which is below the specified fee under the **Advocates (Remuneration and Taxation of costs) Rules.**
Dealing with unrepresented parties;
When a lawyer is dealing with an unrepresented party then they must ensure transparency. An advocate must desist from giving the unrepresented party advise except advise him to get independent representation.
Over valuing land;
There is also a challenge as some advocates over value the land after negotiating independently with the vendors. This is so that they can make a profit out of the sale on top of the legal fees.
This can be solved by involving the client every step of the way throughout the entire transaction. The client ought to be appraised on the progress at every crucial step of the process.
Balancing the client's needs and abiding by the law;
Sometimes clients want advocates to do things which are outside the confines of the law. An advocate must always ensure that the law comes before a client's needs.
When the clients insist on doing something which will break the law then the advocate may withdraw from representing the client.
Regulation 3 (1) (b) of the Advocates (Professional conduct) regulations S.I 267-2 is to the effect that an advocate may withdraw from representing a client where the client instructs the advocate to do anything which leads to professional misconduct.
Other challenges;
Fraud or forgeries or bribery; ensuring that there are no forgeries committed.
Invalid documents; ensuring that the documents are executed in accordance with the law.
Spousal consent; getting spousal consent is a bit tricky. Counsel should ensure that the parties are legally married and the person giving spousal consent is the true husband of Brenda.

An illustration of a caveat.

THE REPUBLIC OF UGANDA
IN THE MATTER OF THE REGISTRATION OF TITLES ACT, CAP. 230
AND
IN THE MATTER OF KYADONDO BLOCK 216 PLOT 1810
AFFIDAVIT IN SUPPORT OF CAVEAT

I……. Of P. O. Box 778, Kampala solemnly make oath and state as follows:

1. That I am an adult male Ugandan of sound mind and the registered proprietor of the above land.

2. That sometime in January, 2013, three men came to my home in Kisaasi and informed me that there was a serious plot by people whom I had a land dispute with to kill me.
3. That the said three men threatened me that if I did not give them Shs. 62,000,000/= to avert the threat, it would be carried out in a few days' time.
4. That since I did not have money, the said three introduced me to a man who claimed to be a money lender and they coerced me to sign several agreements and land transfer documents and to hand over the duplicate Certificate of Title to my land described above.
5. That when I regained my liberty, I reported the said three men to Kiira Road Police Station under Ref: No. SD. Ref: 11/27/01/2013. **A copy of the Reference chit is attached hereto and marked annexure "A**".
6. That the Kiira Road Police and the Special Investigations Unit Police at Kireka are investigating this crime but they have not yet arrested the suspects.
7. That I have genuine fears that these four fraudsters may register some dealings on my land.
8. That I swear this affidavit in support of a caveat to stop registration of dealings on this land.
5. That I depone to matters within my knowledge.

SWORN by the said }
……...…….. } **…….**
this … day of ……., 2013 } DEPONENT

BEFORE ME:

_____
COMMISSIONER FOR OATH
DRAWN & FILED BY:
SUI GENERIS & CO - Advocates
Plot 10 Clement Hill Road
P. O. Box 21161
Tel: 341295/6
Fax: 343168
KAMPALA

A Caveat
THE REPUBLIC OF UGANDA
THE REGISTRATION OF TITLES ACT, CAP. 230
MAILO REGISTER
KYADONDO BLOCK ……... PLOT NO. …….
LAND AT ……...

The Commissioner Land Registration
KAMPALA
CAVEAT
TAKE NOTICE that **……** claims interest in the above property as registered proprietor deprived of land through fraud and forbids the registration of any person as transferee or proprietor of any estate or instrument affecting her interest until after notice of such intended registration is first given to him and he consents thereto in writing.

HE APPOINTS the chambers of **SUI GENERIS & CO-Advocates, Plot 10 Clement Hill Road, P.O. Box 21161, Kampala** as the place at which notices and proceedings relating to this caveat may be served.
DATED at Kampala this ..... day of ..... 2013.
SIGNED by the said } _____
……. } CAVEATOR
This……day of……., 2013}
In the presence of:
DRAWN & PRESENTED FOR REGISTRATION BY:
SUI GENERIS & CO - Advocates
Plot 10 Clement Road P.O. Box 21161, Tel: 341295/6, KAMPALA

An affidavit in support of caveat

THE REPUBLIC OF UGANDA
IN THE MATTER OF THE REGISTRATION OF TITLES ACT, CAP. 230
AND
IN THE MATTER OF KYADONDO BLOCK 216 PLOT 1810
AFFIDAVIT IN SUPPORT OF CAVEAT

I, **…….** of P. O. Box 778, Kampala solemnly make oath and state as follows:
1. That I am an adult male Ugandan of sound mind and the registered proprietor of the above land.
2. That sometime in January, 2013, three men came to my home in Kigowa Ntinda and informed me that there was a serious plot by people whom I had a land dispute with to kill me.
3. That the said three men threatened me that if I did not give them Shs. 62,000,000/= to avert the threat, it would be carried out in a few days' time.

4. That since I did not have money, the said three introduced me to a man who claimed to be a money lender and they coerced me to sign several agreements and land transfer documents and to hand over the duplicate Certificate of Title to my land described above.
5. That when I regained my liberty, I reported the said three men to Kiira Road Police Station under Ref: No. SD. Ref: 11/27/01/2013. **A copy of the Reference chit is attached hereto and marked annexure "A**".
6. That the Kiira Road Police and the Special Investigations Unit Police at Kireka are investigating this crime but they have not yet arrested the suspects.
7. That I have genuine fears that these four fraudsters may register some dealings on my land.
8. That I swear this affidavit in support of a caveat to stop registration of dealings on this land.
5. That I depone to matters within my knowledge.

SWORN by the said }
…….. **}** _____
this … day of ……., 2013 } DEPONENT

BEFORE ME:

_____

COMMISSIONER FOR OATH
DRAWN & FILED BY:
Sui Generis & Co- Advocates
Plot 15 Kakungulu Road
P. O. Box 3671
KAMPALA

Application for transfer of land
The Commissioner of Lands & Surveys,
P.O. Box 7061,
KAMPALA.

APPLICATION FOR CONSENT TO TRANSFER OF SUB-LEASE PUBLIC LAND
(To be submitted in duplicate)

Leasehold Register Volume ……. Folio ……..…Block ……..…….
Plot No ……..…….
Land Situate at ……..…….
Area ……..……
User ……
Tenure …….
Details of land development carried out ……..……..……..….

IF LEASEHOLD,
(a) Initial period/Full term (tick as appropriate)
(b) Attach ground rent receipts for last five years
I/WE HEREBY APPLY for consent under Section 22(5) (c) (i) of the Public Lands Act, to Transfer/Sub-Lease the above premises and also under Section 10 of Decree 3 of 1975.
FROM
Name
……
……..……
Address
……
……..……
Nationality
……
……....
TO
Name
……
……..….

Address
……
……..……..…
Nationality
……
……..
TRANSFER
Consideration
……..……
……..……
SUB-LEASE
Premium (if any) ……. Rent ……per annum
Term …… Rent ……. per annum.

I, the undersigned hereby declare that all the covenants in the lease have been complied with, and that the information given in this application is current to the best of my knowledge and belief.

Signature of Applicant/ or his/ their Advocate
FOR OFFICIAL USE:

For the purposes of the Stamp Act Cap. 172 and the Finance Act I hereby access the value of this property as:
Ug. Shs.
.....
(in words) Ug. Shillings
.....
.....
....
Date
.....

CHIEF GOVERNMENT VALUER
For purposes of Section 22 (5) (c) (ii) of the Public Lands Act, 1969 and Section 10 of the Decree No. 3 of 1975; I hereby CONSENT/DO NOT CONSENT to the zoning scheme to the above application for TRANSFER/LEASE.

COMMISSIONER FOR LANDS AND SURVEYS
THE REGISTRATION OF TITLES ORDINANCE
DISTRICT .....
BLOCK ..... PLOT .....

Mailo/Freehold Register Volume ..... Folio .....

TRANSFER

I
.....

.....
.
Of.....
.
(Address)

son of/daughter of
.....
in consideration of the sum of shillings ..... paid to me by the
Purchaser on or before the execution of these presents the receipt where of I hereby acknowledge DO HEREBY TRANSFER all that piece of land(part of the land comprised in the above Title) which is delineated on the plan annexed hereto and thereon edged in red and now numbers Plot ..... to
.....(herein called "the Purchaser") of
.....
(Address)

to HOLD to the purchaser for all my estate and interest herein.

DATED this..... Day of ..... 20 .....

SIGNED by the said
.....
Signature of Vendor
In the presence of:

Witness:
.....
Address:
.....
Qualification: .....

SIGNED by the said .....
Signature of Purchaser

In the presence of:
Witness: .....

Address: .....

Qualification: .....

A Lease Agreement.
THE REPUBLIC OF UGANDA

THE REGISTRATION OF TITLES ACT CAP. 230
LAWS OF UGANDA

KYADONDO BLOCK ……. PLOTS ……...& 212
LANDS AT BWEYOGERERE
MENGO, WAKISO DISTRICT AREA…… ACRES

LEASE
THIS LEASE made the 1st day of February, Two Thousand Twelve BETWEEN **……** of P.O. Box 35905, Kampala herein called the "LESSOR" of the one part, and**……** of P.O. Box 35905, Kampala herein called "THE LESSEE" of the other part.
WITNESSETH as follows:
1. IN CONSIDERATION of the sum of Shs.10,000,000/= being the premium and Shs.200,000/= being the annual ground rent to be paid by the Lessee to the Lessor and also in consideration of the covenants and conditions hereinafter contained the Lessor hereby demises unto the Lessee all those pieces of land situate at Bweyogerere, Wakiso District comprised in Plots 2906 and 212 Kyadondo Block 236 measuring about 2.33 Acres TO HOLD the same on to the Lessee for a term of 99 (Ninety Nine) years with effect from the 1st day of February, 2012 subject to renewal;

2. THE LESSEE COVENANTS WITH THE LESSOR as follows: -
(a) To develop and use the land for industrial/commercial purposes and/or other lawful purposes.
(b) To pay for all electricity, water, telephone and any other utility or service that will be consumed on the land.
(c) To pay all existing and future rates, taxes, assessments and outgoings now or hereafter imposed or charged upon the demised premises or part thereof or imposed or charged upon the lessor and to keep the lessor fully indemnified in respect thereof.
(d) To obey, perform and comply with all local council regulations and those by any other lawful authority.

3. THE LESSOR COVENANTS WITH THE LESSEE as follows: -

(a) To let the lessee to peacefully hold the land without any interruption by the Lessor or any other person rightfully claiming under or in trust for him as long as the Lessee is performing and observing the several covenants on its part hereinbefore contained.

(b) In the event that the lessee wishes to renew the lease it shall, before expiry of this lease, pay US$. 1,000 (One Thousand United States Dollars only) to the Lessor or if the Lessor cannot be found, then to any registered charitable organization operating in the same locality or District and on production of such receipt of payment to the Land Registrar the lease shall be renewed for another period of 99 years (Ninety-Nine) years.

(c) All the notices (if any) under this lease shall be in writing, and all notices shall be sufficiently delivered if addressed to the parties and sent to their respective addresses as indicated herein (or as subsequently communicated in writing in case of change of address) by registered post or in case of the Lessor at the demised premises or by physical delivery to such party or its servant and/or agent, provided always that all physically served notices shall be acknowledged receipt of in writing by the addressee or its responsible servants and/or agents.

(d) The Lessor hereby irrevocably gives his consent to the Lessee to sell, transfer, sublet and/or deal with the demised land in any way it may deem fit.

4. Without prejudice to the foregoing and in further consideration of the rent for 99 years to be paid by the Lessee to the Lessor the Lessor hereby irrevocably undertakes to sell to the Lessee the Mailo interest in the land comprised in this lease for a sum of US$ 1,000= (One Thousand only) in the event that the Law permits non-Ugandan Citizens to acquire mailo and/or freehold interest or in the event that the Lessee or its nominee acquires Ugandan Citizenship.

5. IT IS FURTHER MUTUALLY AGREED as follows: -

(a) The Lessee shall bear all costs of preparing and registering this lease.

(b) The terms “Lessor” and “Lessee” under this lease shall include their respective transferees, successors and assigns as the case may be.

IN WITNESS WHEREOF the Lessor and the Lessee have placed their respective signatures hereunto affixed the day and year first above written.

SIGNED, SEALED & DELIVERED BY } _____
……. } **LESSOR**
In the presence of:
SIGNED, SEALED & DELIVERED BY }
…….} _____
whose Common Seal was affixed hereto } **LESSEE**
In the presence of:
……
DIRECTOR

DRAWN & FILED BY:
SUI GENERIS Advocates
Plot 10 Clement Road,
P.O. Box 21161
Tel: 341295/6
Fax: 343168
KAMPALA

An Agreement To Sale Land
THE REPUBLIC OF UGANDA
THE REGISTRATION OF TITLES ACT, CAP. 230
BUHUNGIRO BLOCK 261,
PLOT 34 AT KYENGEZA
AGREEMENT TO SALE LAND

THIS AGREEMENT made this ..... day of ……., Two Thousand Thirteen BETWEEN **…….** of Sebuguzi Village, Kapeeka Sub-county, Nakaseke District, Tel: 0774 205 790 (hereinafter called "the Vendor") of the first part AND **…….** ofP.O. Box 21161, Kampala (hereinafter called "the Purchaser") of the second part.

WHEREAS:

(a) The Vendor is the registered proprietor of land measuring approx. 61.013 Hectares and known as Plot 34 Bulemezi Block 261 at Kyengeza, Kapeeka.
(b) The Vendor is desirous of selling and the Purchaser of buying Ten (10) acres out of the said Mailo land free from any encumbrances whatsoever.

NOW THIS DEED WITNESSETH:

1. In consideration of the sum of Shs. 20,000,000/= (Twenty Million only) to be paid to the Vendor by the Purchaser as hereinafter provided, the Vendor hereby sells and transfers to the Purchaser the said land and interest therein free from all encumbrances.
2. The said purchase price shall be paid as follows:

a) Shs. 20,000,000/= (Twenty Million only) to be paid after execution hereof by the Vendor receipt of which the Vendor hereby acknowledges.

3. The Vendor shall hand over the Certificate of Title to the Purchaser on execution hereof to enable the latter to survey and subdivide the land.

4. The Vendor shall, upon receipt of the full purchase price, hand over the following documents to the Purchaser, namely:

   i) Transfer Deed duly signed.
   ii) Passport size photos of the Vendor
   iii) Copy of the Vendor's Passport or Voters Card
   iv) Letter of L.C. 1 Chairman of the area.

5. The Vendor hereby gives the Purchaser a warranty of good title and quiet possession of the said land and hereby undertakes to indemnify the Purchaser of any loss and damage that may be suffered in the event the Vendor's ownership or title thereon is found defective.

6. The Vendor shall pass the possession of the land thereon, if any, free from encumbrances to the Purchaser upon receipt of the full purchase price and the Vendor covenants with and gives warrant to the Purchaser to enjoy quiet possession and peaceful use of the land.

7. The Vendor hereby undertakes to execute and/or deliver any other documents, instruments or deeds or otherwise that may be necessary to carry out and give effect to the terms and conditions of this Agreement.

8. The Purchaser shall not take over nor be liable for any liabilities of the Vendor howsoever arising prior to the handover of the property. The Vendor shall compensate and remove any cultivators/squatters from the land hereby sold.

9. The Purchaser shall bear all fees, taxes and other Government charges, if any, and Advocates fees in relation to this agreement and other subsequent registrable dealings on this land.

10. This agreement shall be governed, construed and enforced in accordance with the Laws of Uganda.

IN WITNESS WHEREOF the parties hereto have hereunto put their respective hands the day and year first above written.

SIGNED by the said } …… }
and I certify that the above instrument }
was first read over and explained to } _____
him in Luganda Language by } VENDOR
……. when he }
appeared to fully understand the same }
in the presence of:

……..

ATTESTING WITNESS

SIGNED by the said ……. }
…… }
whose Common Seal was }
affixed hereunto }
In the presence of } PURCHASER _____

DRAWN & FILED BY:
SUI GENERIS Advocates
Plot 10 Clement Hill Road,
P.O. Box 21161 Tel: 341295/6 Fax: 343168
KAMPALA.

THE REPUBLIC OF UGANDA
THE REGISTRATION OF TITLES ACT, CAP. 230
Bulemezi BLOCK …. PLOT …… AT …….

AGREEMENT OF SALE OF LAND

THIS AGREEMENT made this …….. Day of ……. Two Thousand Thirteen

BETWEEN

……..……
AND

……..

DRAWN & FILED BY:
SUI GENERIS Advocates
Plot 10 Clement Hill Road,
P.O. Box 21161
Tel: 341295/6
Fax: 343168
Email: kbwadvocates@gmail.com
KAMPALA.
THE REPUBLIC OF UGANDA
Tenancy Agreement

THIS AGREEMENT is made this … day of December, Two Thousand and Twelve Between **……** of P.O. Box 21161, Kampala (hereinafter called the "Landlord") which expression shall where the context so admits include his successors in title and assigns) of the one part AND **……** of P.O. Box 3936, Kampala, (hereinafter called the "Tenant") which expression shall where the context so admits include his successors in title and assigns) of the other part.

WITNESSETH as follows:

1. The Landlord being the owner of residential premises situated at ……., Kampala and comprised in Block 208 plot 551 HEREBY DOES LET to the tenant RESIDENTIAL PREMISES described for purposes of this agreement as **UNIT TWO** thereon unto the Tenant on the conditions following:

(a) The term of the tenancy shall commence on the 1/1/2013 and shall continue for one year or until determined by 3(Three) months' notice in writing given in advance by either party.
(b) The rent shall be Shs. 400,000/= (Shillings Four Hundred Thousand Only) per month payable 3 months in advance.

(c) The Tenant shall on execution hereof pay a refundable Shs. 400,000/= as security for the tenants' obligations to pay water and electricity bills and to maintain the house in tenantable repair and this deposit shall be refundable to the client if at the determination of the tenancy there shall be no existing default of the terms of the lease on the Tenant's part.

THE TENANT COVENANTS WITH THE LANDLORD as follows: -

(a) To pay the rent hereby reserved at the rate and in the manner aforesaid.

(b) To pay electricity, water and telephone consumed on the premises regularly on a monthly basis which will be confirmed by the Landlord or his agents on receipt of copies of receipts at the end of each month without fail.

(c) To keep the interior of the premises including all fixtures and fittings therein and all windows glasses (both external and internal) and all sanitary and water apparatus and electrical fittings in good repair and condition. **IT IS HEREBY FURTHER AGREED** that the Tenants shall paint the interior of demised premises at least once every year AND THAT such painting shall be in the manner agreeable to the Landlord.

(d) To permit the landlord his agents or any person authorised by him upon giving a reasonable period of notice in writing and at a reasonable hour in the daytime and with or without workmen to enter upon the premises or any part thereof and view the state and condition of the said premises and to do such work and things as may be required for any repairs and alterations in or under any part of the premises and should any defects or want of repair be found which the tenants are liable to make good under the stipulations on their part herein contained a notice in writing thereof shall be given to the tenant or left on the premises to make good the same in a proper manner and if the tenant shall not within thirty (30) days after the service of such notice proceed with the execution and completion of the repairs then the landlord will be empowered to enter upon the premises and execute such repairs and the costs thereof shall be a debt due from the tenants to the landlord and be forthwith recoverable.

(e) Not to assign, sublet or part with the possession of the demised premises or any part thereof without the consent in writing of the landlord, **provided** that occupation of the premises by any employee of the tenants shall not be construed as such assigning, subletting or parting with possession.

(f) to keep the premises in a clean condition and free of rubbish, refuse, scrab, bees, ants and other destructive insects or rodents and not to bring or store unto the premises any explosive or inflammable substance.

(g) Not to do or permit or suffer on the premises anything which shall be a nuisance to tenants or occupants of adjoining properties or which is illegal.

(h) To use the premises for residential purposes only for one family.

(i) to make good any damage caused to the demised premises by the bringing in, removal
or shifting by the tenants of any furniture, goods or other articles into or out of the premises or any damage whatsoever caused by the Tenant or their agents.

(j) To deliver to the Landlord on determination of the tenancy the demised premises in such a state of repair and condition as the tenants found them reasonable natural wear and tear expected and in particular to paint the premises at the determination of the Tenancy.

3. **THE LANDLORD HEREBY AGREES WITH THE TENANT as follows:**

(a) To keep the main walls and roof of the premises and buildings and drains, pipes and the main sanitary apparatus, in good tenantable order, repair and condition.

(b) that the tenants paying the rent hereby reserved and performing and observing the agreements, terms and conditions of his part herein contained or implied shall and may

Peaceably and quietly hold and enjoy the premises during the tenancy without any interruptions from or by the landlord or any person rightfully claiming from or under him.

4. **PROVIDED ALWAYS and it is hereby agreed and declared as follows:**

(a) That if the rent hereby reserved or any part thereof shall be in arrears for a space of Fifteen (15) days next after becoming payable as aforesaid whether the same shall have been formally demanded or not or if there shall be any breach non-performance or non-observance by the tenant or any of the agreements, terms or conditions hereinbefore contained or implied on the part of the tenant to be performed and observed then in such a case it shall be lawful for the landlord at any time without first obtaining an order of Court thereafter by himself or through Court Bailiffs or Auctioneers to enter into and upon the premise (including locking up the premises) or any part thereof in the name of the whole and upon such re-entry this tenancy shall absolutely determine and the landlord shall freely enjoy the demised premises in their former state anything herein contained to the contrary in any wise notwithstanding without prejudice to any right of action or remedy of the landlord in respect of any antecedent breach of any of the agreements terms or conditions of the tenant hereinbefore contained and all costs and expense of the re-entry including any loss to or of the tenants' properties shall be borne by the tenants.

(b) Any notice to the tenants shall be sufficiently served if sent to the tenant by registered post or left addressed to them on the premises or left at their last known address in Uganda and shall be sufficiently served on the landlord if delivered to him by registered post or left at his last known address in Uganda or served on his managing agents and any notice sent by post shall be deemed to be given at the time when it was so posted.

(c) Either party may terminate this tenancy agreement by giving the other Three (3) month's advance notice in writing.

(d) If the tenants wish to renew this tenancy after 30/12/2013, they shall serve onto the Landlord a written notice of such intention at least 3 months before expiry of this tenancy and the Landlord may at his discretion renew the tenancy on such terms as the parties may agree to PROVIDED that in any event rent shall be increased by at least 20%.

IN WITNESS WHEREOF the Landlord and tenant have hereunto set their respective hands the day and year first above written.

SIGNED by the said } _____
……. } **LANDLORD**

In the presence of:

SIGNED by the said }
…… } **TENANT**

In the presence of :

Drawn by:
Sui Generis & Co- Advocates
Plot 10 Clement Hill Road

P. O. Box 21161
Tel: 341295/6
Fax: 343168
Kampala.

Powers Of Attorney.

ATTORNEY APPROVAL

This Attorney Approval (the "Agreement") is made and effective [DATE],

BETWEEN: [BUYER NAME] (the "Buyer"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [SELLER NAME] (the "Seller"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

NOW THEREFORE, it is further agreed by and between the parties hereto as follows:

TERMS

That their respective attorneys may approve and make modifications, other than price and dates, mutually acceptable to the parties. Approval will not be unreasonably withheld but, if within [NUMBER] business days after the date of this contract it becomes evident agreement cannot be reached by parties hereto, and written notice thereof is given to either party within the time specified, then this contract shall become null and void, and all the monies paid by the Buyer shall be refunded.

IN THE ABSENCE OF WRITTEN NOTICE WITHIN THE TIME SPECIFIED HEREIN; THIS PROVISION SHALL BE DEEMED WAIVED BY ALL PARTIES HERETO AND THIS CONTRACT SHALL BE IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

BUYER SELLER

Authorized

Signature Authorized Signature
Print Name and Title Print Name and Title

Limited Power Of Attorney

This Limited Power of Attorney (the "Agreement") is made and effective [DATE],

BETWEEN: [ATTORNEY NAME] (the "Attorney"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [CLIENT NAME] (the "Client"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

RECITALS

KNOW ALL MEN BY THESE PRESENTS, that this Power of Attorney is given by Client to Attorney and that the Client hereby appoints Attorney to be its attorney and to do in its name and on its behalf anything that the Client can lawfully do by an attorney, including but not limited to;

1. General Grant of Power

To exercise or perform any act, power, duty, right or obligation whatsoever that Client now has or may hereafter acquire, relating to any person, matter, transaction or property, real or personal, tangible or intangible, now owned or hereafter acquired by Client, including, without limitation, the following specifically enumerated powers. Client grants to Attorney full power and authority to do everything necessary in exercising any of the powers granted here as fully as Client might or could do if personally present, with full power of substitution or revocation, ratifying and confirming all that Attorney shall lawfully do or cause to be done by virtue of this power of attorney and the powers granted here.

2. Collection Powers

To forgive, request, demand, sue for, recover, collect, receive, hold all such sums of money debts, dues, commercial paper, checks, drafts, accounts, deposits, legacies, bequests, devises, notes, interests, stock certificates, bonds, dividends, certificates of deposit, annuities, pension, profit sharing, retirement, social security, insurance and other contractual benefits and proceeds, all documents of title, all property, real or personal, intangible or tangible property and property rights, and demands whatsoever, liquidated or unliquidated, now or hereafter owned by, or due, owing, payable or belonging to, Client or in which Client has or may hereafter acquire an interest; to have, use, and take all lawful means and equitable and legal remedies and proceedings in Client's name for the collection and recovery of them, and to adjust, sell, compromise, and agree for the same, and to execute and deliver for Client, on its behalf, and in its name, all endorsements, releases, receipts, or other sufficient discharges for the same.

3. Real Property Powers

To bargain, contract, agree for, option, purchase, acquire, receive, improve, maintain, repair, insure, plat, partition, safeguard, lease, demise, grant, bargain, sell, assign, transfer, remise, release, exchange, convey, mortgage and hypothecate real estate and any interest in it (and including any interest which Client holds with any other person as joint tenants with full rights of survivorship, or as tenants by the entireties), lands, tenements and hereditaments, for such price, upon such terms and conditions, as Attorney shall determine.

4. Personal Property Powers

To bargain, contract, agree for, purchase, option, acquire, receive, improve, maintain, repair, insure, safeguard, lease, assign, sell, exchange, redeem, transfer, hypothecate and in any and every way and manner deal in and with goods, wares, merchandise, furniture and furnishings, automobiles, bills, notes, debentures, bonds, stocks, limited partnership interests, certificates of deposit, commercial paper, money market instruments, and other securities, choses in action and other tangible or

intangible personal property in possession, for such price, upon such terms and conditions, as Attorney shall determine.

5. Gift Power

To make gifts of any kind, provided, however, that the aggregate of all gifts to one donee other than a charitable done, in any one year shall not exceed Client's federal gift tax annual exclusion for the year in which the gifts are made, and this authority shall be non-cumulative.

6. Contract Powers

To make, do, and transact every kind of business of whatever nature, and also for Client and in its name, and as its act and deed, to sign, seal, execute, deliver and acknowledge such stock certificates, stock powers, assignments separate from certificate, deeds, conveyances, leases and assignments of leases, covenants, indentures, options, letters of intent, contracts, agreements, closing agreements, certificates, mortgages, hypothecations, bills of lading, bills, bonds, debentures, notes, receipts, evidence of debts, releases and satisfaction of mortgage, judgments and other debts, waivers of statutes of limitation, and such other documents and instruments in writing of whatever kind and nature as may be necessary or proper in the premises, as fully as Client might do if done in its own capacity.

7. Banking Powers

To make, draw, sign in Client's name, deliver and accept checks, drafts, receipts for moneys, notes, or other orders for the payment of money against, or otherwise make withdrawals from any commercial, checking or savings account which Client may have in its sole name or in joint name with its spouse or other person(s), in any bank or financial institution, for any purpose which Attorney may think necessary, advisable or proper; and to endorse and negotiate in its name and deliver checks, drafts, notes, bills, certificates of deposit, commercial paper, money market instruments, bills of exchange or other instruments for the payment of money and to deposit same, as cash or for collection, and cash into any commercial, checking or savings account which Client may have in its sole name or in joint name with its spouse or other person(s), in any bank or financial institution; and to carry on all its ordinary banking business.

8. Tax Returns

To prepare, execute and file reports, returns, declaration, forms and statements for any and all tax purposes including income, gift, real estate, personal property, intangibles tax, single business tax, or any other kind of tax whatsoever, to pay such taxes and any interest or penalty or additions to make and file objections, protests, claims for abatement, refund or credit in relation to any such tax proposed, levied or paid; to represent Client and to institute and prosecute proceedings in court or before any administrative authority to contest any such tax in whole or in part or for recovery of any amount paid in respect of any such tax, to defend or settle any amount paid in respect of any such tax, to give full and final receipt for any refund or credit and to endorse and collect any check or other voucher; to pay any and all such taxes and any interest, penalty or other additional amounts, to employ attorneys, accountants or other representatives and grant powers of attorney or letters of appointment for any of the purposes stated above.

9. Safe Deposit Box

To have access to any safe deposit box of which Client is a tenant or cotenant with full power to withdraw or change from time to time the contents of it; and to exchange or surrender the box and keys to it, renew any rental contract for it, and to do all things which any depository, association or bank or Attorneys may require, releasing the lessor from all liability in connection with it.

10. Employ Agents

To employ and compensate agents, accountants, attorneys, real estate brokers and other professional assistance and to retain and compensate such persons for services rendered; to waive any attorney-client privilege.

11. Motor Vehicles

To apply for a Certificate of Title upon, and endorse and transfer title, for any automobile, or other motor vehicle, and to represent in such transfer assignment that the title to the motor vehicle is free and clear of all liens and encumbrances except those specifically set forth in such transfer assignment.

12. Settlement Powers

To adjust, settle, compromise or submit to arbitration any accounts, debts, claims, demands, disputes or matters which are now subsisting or may hereafter arise between Client or its Attorney and any other person or persons, or in which any property, right, title, interest or estate belonging to or claimed by Client may be concerned.

13. Legal Actions

To commence, prosecute, enforce or abandon, or to defend, answer, oppose, confess, compromise or settle all claims, suits, actions, or other judicial or administrative proceedings in which Client is or may hereafter be interested, or in which any property, right, title, interest or estate belonging to, coming to or claimed by Client may be concerned.

14. Dividends

To receive all dividends which are or shall be payable on any and all shares of stock in any corporation which may stand in Client's name on the books of such corporation or to which Client may be, in equity or otherwise, beneficially entitled; or to elect to reinvest such dividend, all as Attorney may deem appropriate.

15. Vote Stock

To vote at all stockholder meetings of corporations and otherwise to act as Client proxy or representative in respect of any shares now held or which may hereafter be acquired by Client and for that purpose to sign and execute any proxies or other instruments in its name and on its behalf.

16. Transfer Stock

To sell, assign, transfer, and deliver all and any shares of stock standing in Client's name on the books of any corporation, or to which Client may be, in equity or otherwise, beneficially entitled, and for the purpose to make and execute all necessary acts of assignment and transfer.

17. Insurance and Employee Benefit Plans

To redeem, surrender, borrow, extend, cancel, amend, pledge, alter or change, including change of beneficiary of any insurance policies in which Client may have an interest, as Attorney may deem proper and expedient, and for such purpose to sign and execute any documents, affidavits or forms required in Client's name and on its behalf, except however, Attorney shall have no power and authority over life insurance policies Client may own on Attorney's life; and to exercise all powers and options involving retirement programs, compensation plans, pension, profit sharing and other employee benefit plans.

18. Social Security and Government Benefits

To make application to any governmental agency for any benefit or government obligation to which Client may be entitled; to endorse any checks or drafts made payable to Client from any government agency for its benefit, including any Social Security checks.

19. Business Interests

To continue to conduct or participate in any business in which Client may be engaged or to carry out, modify or amend any agreement to which Client may be a party, and to sell, exchange, modify or terminate such interest to or with such person or persons as Attorney may deem proper and on such terms and with such security as Attorney may deem appropriate; execute partnership agreements, and amendments; incorporate, reorganize, merge, consolidate, recapitalize, sell, liquidate or dissolve any business; elect or employ officers, directors and Attorneys; carry out the provisions of any agreement for the sale of any business interest or the stock in it.

20. Borrow

To borrow from time to time such sums of money and upon such terms as Attorney may think expedient for or in relation to any purpose or object which Attorney may deem proper or expedient, unsecured or upon the security of any of Client's property, whether real or personal or otherwise, and for such purpose to give, execute in its name, deliver, and acknowledge promissory notes and/or renewals of, mortgages, pledges and guaranties with such powers and provisions as Attorney may think proper or requisite.

21. Debts and Expenses

To pay, compromise, and settle any and all bills, loans, notes or other forms of indebtedness owed by Client at the present time, or which may be owed by Client or incurred by Attorney for Client benefit at any time in the future, and to incur and pay from any of Client's assets or property all reasonable expenses in connection with the control, management, and supervision of Client's property and the maintenance, support, care, and comfort of Client, including reasonable compensation for the services of professionals, and including the fees and charges of such attorneys, accountants or others as Attorney may, in the exercise of discretion, employ in the management of any of Client's affairs.

22. Investments

To invest and reinvest in loans, stocks, bonds, including bonds purchased at a discount but redeemable at face value, securities, real estate, life insurance, annuities or endowment policies or combinations of them, or in any other investment which Attorney may deem proper; to reduce the interest rate at any time and from time to time on any mortgage or land contract; to deal with and give instructions to any brokerage firm with respect to the purchase, sale or other disposition of securities and other assets, add assets to or withdraw assets from any account in Client's name, and sign any representation, certification or agreement, including agreements regarding margin, option trading, or commodities accounts, that Attorney deems advisable.

23. Restrictions on Attorney's Powers

a. Attorney cannot execute a will or codicil on Client's behalf.
b. Attorney cannot execute any trust on Client's behalf; however, Attorney can enter into a custodial agreement with a bank with trust powers.
c. Attorney cannot divert Client's assets to itself, its creditors or its estate.
d. Attorney shall not exercise, and shall not be vested with any incidents of ownership as to insurance policies insuring Attorney's life, owned by Client.
e. Attorney is a fiduciary, possessing no general or limited power of appointment.
f. Attorney shall not exercise any powers which Client received from Attorney in a fiduciary capacity, and Attorney shall have no authority to exercise any powers, the exercise of which would cause assets of mine to be considered as taxable in Attorney's estate for the purposes of the federal estate tax or the [%] inheritance tax.

24. Interpretation and Governing Law

This instrument is to be construed and interpreted as a general durable Power of Attorney. The enumeration of specific powers here is not intended to, nor does it, limit or restrict the general powers granted here to Attorney. Paragraph headings are for convenience only and are not to be deemed to be part of this instrument. This instrument is executed and delivered in the state of [STATE/PROVINCE], and the laws of the state of [STATE/PROVINCE] shall govern all questions as to the validity of this power and the construction of its provisions.

25. Third-Party Reliance

Third parties may rely upon the representation of Attorney as to all matters relating to any power granted to Attorney, and no person who may act in reliance upon the representations of Attorney or the authority granted to Attorney shall incur any liability to Client or its estate as a result of permitting Attorney to exercise any power, and for the purpose of inducing third parties to rely on this power of attorney, Client warrants that, if this power of attorney is revoked by Client or otherwise terminated, Client will indemnify and save such third party harmless from any loss suffered or liability incurred by such third party in good faith reliance on the authority of Attorney prior to such third party's actual knowledge of revocation or termination of this power of attorney whether such termination is by operation of law or otherwise. This warranty shall bind Client's heirs, devises and personal representatives.

26. Disability of Principal

This power of attorney shall not be affected by Client's disability. The authority of Attorney shall be exercisable notwithstanding Client's later disability or incapacity or later uncertainty as to whether Client is alive. Any act done by Attorney during any period of Client's disability or incompetency or during any period of uncertainty as to whether Client is alive shall have the same effect as though Client was alive, competent and not disabled, and shall inure to the benefit of and bind Client, its heirs, devisees and personal representatives.

27. Photographic Copies

Photographic or other facsimile reproductions of this executed power may be made and delivered by Attorney, and may be relied upon by any person to the same extent as though the copy were an original. Anyone who acts in reliance upon any representation or certificate of Attorney, or upon a reproduction of this power, shall not be liable for permitting Attorney to perform any act pursuant to this power.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

ATTORNEY CLIENT

Authorized Signature Authorized Signature

Print Name and Title Print Name and Title

Acknowledgment

State of [state]

County of [county]

On [date] before me, [name of notary], notary, personally appeared [name of person(s) involved], personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness its hand and official seal.

Signature
Notary
(Seal)

Agreement To Assign

This Agreement to Assign (the "Agreement") is made as effective the [DATE],

BETWEEN: [PROSPECTIVE ASSIGNOR NAME] (the "Prospective Assignor"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [PROSPECTIVE ASSIGNEE NAME] (the "Prospective Assignee"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

RECITALS
The parties declare:

A. Prospective Assignor has entered into a lease agreement, as lessor, with [lessee], of [address], [city], [state], referred to as "lessee." A copy of the lease agreement, containing a description of the premises, is attached to this agreement as Exhibit A.

B. Prospective Assignor desires to assign the lease agreement to Prospective Assignee, who will assume all liabilities and duties as well as all rights of Prospective Assignor pertaining to the collection of all rents to become due under the lease agreement after the effective date of the assignment.

In consideration of the mutual covenants contained in this agreement, the parties agree as follows:

1. Prospective Assignor will transfer and assign to Prospective Assignee all right to the collection of all rents required under the lease agreement provisions in the lease dated [date] on the premises described as follows: [set forth description contained in lease].

2. The assignment shall become effective on [date], and shall apply to all rents due thereafter until expiration of the lease agreement term on [date].

IN WITNESS WHEREOF, the Assignor has executed this Assignment on the day and year first above written.

ASSIGNOR
Authorized Signature

Print Name and Title

ASSIGNEE
Authorized Signature

Print Name and Title

Assignment Of Assets

This Assignment of Assets (the "Assignment") is made and effective [DATE],

BETWEEN: [STOCKHOLDER NAME] (the "Stockholder"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [CORPORATION NAME] (the "Corporation"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

WHEREAS, on the day of [date], the Corporation was formed by Articles of Incorporation filed with the Registrar of Companies in and for the [State/Province], and;

WHEREAS, it is necessary to transfer certain assets into the Corporation in order to capitalize the Corporation, and;

WHEREAS, Stockholder is desirous of transferring to the Corporation certain assets shown on the attached Exhibit "A," and the Corporation is desirous of acquiring said assets.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter entered into, it is agreed as follows:

a. Stockholder does hereby transfer and assign those assets listed on the attached Exhibit "A" to the Corporation.

b. In consideration for said transfer the Corporation issues to Stockholder [number] shares of stock in the Corporation, with a par value [price] per share.

IN WITNESS WHEREOF, the parties have executed this Assignment on the day and year first above written.

Signed, sealed and delivered in the presence of:

STOCKHOLDER

Authorized Signature

CORPORATION

Authorized Signature

Print Name and Title Print Name and Title

Assignment Of Contract

This Assignment of Contract (the "Assignment") is made and effective [DATE],

BETWEEN: [ASSIGNOR NAME AND ADDRESS], (the "Assignor"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [ASSIGNEE NAME AND ADDRESS], (the "Assignee"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

FOR VALUE RECEIVED, the undersigned Assignor hereby assigns, transfers and sets over to Assignee all rights, title and interest held by the Assignor in and to the following described contract:

[description]

1. TERMS

a. The Assignor warrants and represents that said contract is in full force and effect and is fully assignable.

b. The Assignee hereby assumes and agrees to perform all the remaining and executory obligations of the Assignor under the contract and agrees to indemnify and hold the Assignor harmless from any claim or demand resulting from non-performance by the Assignee.

c. The Assignee shall be entitled to all monies remaining to be paid under the contract, which rights are also assigned hereunder.

d. The Assignor warrants that the contract is without modification, and remains on the terms contained.

e. The Assignor further warrants that it has full right and authority to transfer said contract and that the contract rights herein transferred are free of lien, encumbrance or adverse claim.

f. This assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Assignment on the day and year first above written.

ASSIGNOR ASSIGNEE

Authorized Signature Authorized Signature

Print Name and Title Print Name and Title

Assignment

This assignment is made and effective [DATE],

BETWEEN: [ASSIGNOR NAME] (the "Assignor"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [ASSIGNEE NAME] (the "Assignee"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:
WITNESSETH, that for valuable consideration in hand paid by the Assignee to the Assignor, receipt of which is hereby acknowledged, the Assignor hereby assigns and transfers to the Assignee all of his right, title and interest in and to all [description] set forth in [description] that certain Agreement.

The undersigned fully warrants that it has full rights and authority to enter into this assignment and that the rights and benefits assigned hereunder are free and clear of any lien, encumbrance, adverse claim or interest by any third party.

The assignment shall be binding upon and inure to the benefit of the parties, and their successors and assigns.

IN WITNESS WHEREOF, the Assignor has executed this Assignment on the day and year first above written.

Signed, sealed and delivered in the presence of:

ASSIGNOR ASSIGNEE

Authorized Signature Authorized Signature

Print Name and Title Print Name and Title

March 8, 2023

Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

Object: Notice Of Assignment

Dear [Contact name],

You are hereby notified that on [DATE] we have assigned and transferred to [SPECIFY] the following [SPECIFY] existing between us:

[DESCRIBE]

Please direct any further correspondence (or payments, if applicable) to them at the following address:

[INSERT ADDRESS]

Please contact us should you have any questions, and we thank you for your cooperation.

Sincerely,

Your name
Your title
Telephone contact
youremail@yourcompany.com

General Power Of Attorney

This General Power of Attorney (the "Agreement") is made and effective [DATE],

BETWEEN: [ATTORNEY NAME] (the "Attorney"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [CLIENT NAME] (the "Client"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

TERMS
KNOW ALL MEN BY THESE PRESENTS, that this Power of Attorney is given by Client to Attorney and that the Client hereby appoints Attorney to be its attorney and to do in its name and on its behalf anything that the Client can lawfully do by an attorney, including but not limited to;

1. To ask, demand, sue for, recover, collect, and receive all sums of money, debts, dues, accounts, legacies, bequests, interest, dividends, annuities, and demands of every type that are now or may later become due, owing, payable or belonging to Client and have, use, and take all lawful ways and means in Client's name or otherwise for the recovery thereof, by

attachments, arrest, distress, or otherwise, and to compromise and agree for them and acquaintances or other sufficient discharges for them;

2. For Client and in its name, to make, seal, and deliver, to bargain, contract, agree for, purchase, receive, and take lands, and tenements, and accept the possession of all lands, and all deeds and other assurances, in the law therefore, and to lease, let, demise, bargain, sell, release, convey, mortgage, and hypothecate lands, and tenements on the terms and conditions and under the covenants as Attorney thinks fit;

3. Also, to bargain and agree for, buy, sell, mortgage, hypothecate, and in any and every way and manner deal in and with goods, wares, and merchandise, choses in action, and other property in possession or in action, and to make, do, and transact all and every kind of business of every nature and kind;

4. And also, for Client and in its name, and as Client's act and deed, to sign, seal, execute, deliver, and acknowledge the deeds, leases, mortgages, hypothecations, contracts, charter, bills of lading, bills, bonds, notes, receipts, evidence or debt, releases and satisfaction of mortgage, judgments and other debts, and other instruments in writing of every kind and nature that may be necessary or proper in the premises;

5. GIVING AND GRANTING to the Attorney in fact full power and authority to do and person every act necessary, requisite, or proper to be done as fully as Client might or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that the Attorney in fact may lawfully do or cause to be done by virtue of this Power of Attorney.

All power and authority granted in this power of attorney will automatically terminate on [date] unless sooner revoked by me.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

ATTORNEY	CLIENT
Authorized Signature	Authorized Signature
Print Name and Title	Print Name and Title

Acknowledgment

State of [state]

County of [county]

On [date] before me, [name of notary], notary, personally appeared [name of person(s) involved], personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Signature

Notary

(Seal)

Revocation Of Power Of Attorney

This Revocation of Power of Attorney (the "Agreement") is made and effective [DATE],

BETWEEN: [ATTORNEY NAME] (the "Attorney"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [CLIENT NAME] (the "Client"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

KNOW ALL MEN BY THESE PRESENTS, that the [General or Special] Power of Attorney executed by [name of principal], constituted and appointed [name of attorney], for the purpose set forth in said Power of Attorney, is hereby wholly revoked, cancelled and annulled.

This document acknowledges that the Client – grantor of the Power of Attorney – hereby revokes, rescinds and terminates said Power of Attorney and all authority, rights and power thereto effective this date.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

ATTORNEY CLIENT

Authorized Signature Authorized Signature

Print Name and Title Print Name and Title

Acknowledgment

State of [state]

County of [county]

On [date] before me, [name of notary], notary, personally appeared [name of person(s) involved], personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Signature

Notary

Unlimited Power Of Attorney

This Unlimited Power of Attorney (the "Agreement") is made and effective [DATE],

BETWEEN: [ATTORNEY NAME] (the "Attorney"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [CLIENT NAME] (the "Client"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

RECITALS

BE IT KNOWN, that Client, do hereby grants an Unlimited Power of Attorney to Attorney, as its attorney-in-fact.

TERMS

1. The attorney-in-fact shall have full powers and authority to do and undertake all acts on Client's behalf that Client could do personally including but not limited to the right to sell, buy, lease, mortgage, assign, rent or dispose of any real or personal property; the right to execute, accept, undertake and perform all contracts in Client's name; the right to deposit, endorse, or withdraw funds to or from any of Client's bank accounts or safe deposit box; the right to initiate, defend, commence or settle legal actions on Client's behalf; and the right to retain any accountant, attorney or other advisor deemed necessary to protect Client's interests relative to any foregoing unlimited power.

2. The attorney-in-fact hereby accepts this appointment subject to its terms and agrees to act and perform in said fiduciary capacity consistent with its best interests as Attorney in his best discretion deems advisable.

3. This power of attorney may be revoked by Client at any time, provided any person relying on this power of attorney shall have full rights to accept the authority of the attorney-in-fact until in receipt of actual notice of revocation.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

ATTORNEY CLIENT

Authorized Signature Authorized Signature

Print Name and Title Print Name and Title

Acknowledgment

State of [state]

County of [county]

On [date] before me, [name of notary], notary, personally appeared [name of person(s) involved], personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Signature

Notary

(Seal)

LEASING AND REAL ESTATE.

Assignment of lease by lessee with consent of lessor

This Assignment of Lease (the "Agreement") is made and effective [DATE],

BETWEEN: [ASSIGNOR NAME] (the "Assignor"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [ASSIGNEE NAME] (the "Assignee"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

1. ASSIGNMENT OF LEASE
For value received, Assignor assigns and transfers to Assignee that lease, dated [DATE], executed by assignor as lessee and by [NAME] as lessor, of the following described premises:
[DESCRIBE]

together with all his right, title, and interest in and to the lease and premises, subject to all the conditions and terms contained in the lease, to have and to hold from [DATE], until the present term of the lease expires on [DATE].
A copy of the lease is attached hereto and made a part hereof by reference.

2. ASSIGNOR WARRANTIES AND REPRESENTATION
Assignor covenants that he is the lawful and sole owner of the interest assigned hereunder; that this interest is free from all encumbrances; and that he has performed all duties and obligations and made all payments required under the terms and conditions of the lease.
Assignee agrees to pay all rent due after the effective date of this assignment, and to assume and perform all duties and obligations required by the terms of the lease.

3. CONSENT OF LESSOR
The Lessor, named in the above assignment of that lease executed on [DATE], wishes to consent to this Assignment. The Lessor also consents to the agreement by Assignee to assume after [DATE], the payment of rent and performance of all duties and obligations as set forth in the lease, and releases Assignor from all duties and obligations under the lease, including the payment of rent, after [DATE], and accept Assignee as lessee in the place of Assignor.

4. BINDING AGREEMENT
The assignment shall be binding upon and inure to the benefit of the parties, and their successors and assigns.
IN WITNESS WHEREOF, the Assignor has executed this Assignment on the day and year first above written.

ASSIGNOR

Authorized Signature

Print Name and Title

ASSIGNEE

Authorized Signature

Print Name and Title

LESSOR

Authorized Signature

Print Name and Title

Assignment of mortgage

This Assignment of Mortgage (the "Assignment") is made and effective [DATE],

BETWEEN: [ASSIGNOR NAME] (the "Assignor"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [ASSIGNEE NAME] (the "Assignee"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

TERMS

For and in consideration of [AMOUNT], the receipt of which is hereby acknowledged by, [NOTARY NAME], of [CITY, STATE/PROVINCE], the Assignor hereby grants, assigns and transfers to Assignee that certain mortgage executed by [NAME], and dated, [DATE], and recorded in [OFFICES], in [CITY, STATE/PROVINCE], in [Book of Mortgage], at page [NUMBER], together with the note described therein and the money to become due thereon with the interest provided therein.

IN WITNESS WHEREOF, the Assignor has executed this Assignment on the day and year first above written.

ASSIGNOR

Authorized Signature

Print Name and Title

ASSIGNEE

Authorized Signature

Print Name and Title

Acknowledgment

State of [state]

County of [county]

On [date] before me, [name of notary], notary, personally appeared [name of person(s) involved], personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Signature
Notary

(Seal)

Assignment of real estate contract and sale agreement

This Assignment of Real Estate Contract and Sale Agreement (the "Agreement") is effective [DATE],

BETWEEN: [LESSOR NAME] (the "Lessor"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [LESSEE NAME] (the "Lessee"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

RECITALS

WHEREAS, Assignor has entered into a certain Real Estate Purchase and Sale Agreement with [NAME] as "Seller" and Assignor as "Buyer" which Agreement was executed on [DATE], by said Assignor and on [DATE], by said Seller for the purchase and sale of certain real property being, lying and situate in [CITY, STATE/PROVINCE], and more particularly described in said Agreement, copy of said Agreement being attached hereto as Exhibit "A"; and,

WHEREAS, Assignor desires to assign, transfer, sell and convey to Assignee all of Assignor's right, title and interest in, to and under said Real Estate Purchase and Sale Agreement; and,

WHEREAS, Assignee is desirous of receiving all of Assignor's right, title and interest in, to and under said Real Estate Purchase and Sale Agreement;

TERMS

NOW, THEREFORE, for and in consideration of the sum of [AMOUNT]and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Assignor has assigned, transferred, sold and conveyed and by these presents does hereby assign, transfer, sell and convey unto Assignee all of Assignor's right, title and interest in, to and under said Real Estate Purchase and Sale Agreement. Assignee hereby assumes all of Assignor's duties and obligations under said Real Estate Purchase and Sale Agreement. This Assignment shall be binding upon Assignor and shall inure to the benefit of Assignee and its successors, heirs and assigns.

IN WITNESS WHEREOF this Assignment has been signed, sealed and delivered by Assignor and Assignee as of the day and year first above written.

ASSIGNOR	ASSIGNEE
Authorized Signature	Authorized Signature
Print Name and Title	Print Name and Title

Assignment of real estate contract

This Assignment of Real Estate Contract (the "Assignment") is made and effective [DATE],

BETWEEN: [ASSIGNOR NAME] (the "Assignor"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [ASSIGNEE NAME] (the "Assignee"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

TERMS

For value received, which is acknowledged, the Assignor hereby assigns all interest and benefit in an Agreement of Purchase and Sale of [DESCRIBE PROPERTY] between [VENDOR] (the "Vendor") and the Assignor, accepted by the Vendor on [DATE], to the Assignee.

The Assignor stipulates, however, that this Assignment is made completely at the risk of the Assignee without any representations, warranties or collateral assurances of any kind whatsoever with regard to the subject matter of this assignment, its ownership or the right to make this assignment.

IN WITNESS WHEREOF, the Assignor has executed this Assignment on the day and year first above written.

ASSIGNOR	ASSIGNEE
Authorized Signature	Authorized Signature
Print Name and Title	Print Name and Ti

Assignment of rents by lessor

This Assignment of Rents (the "Assignment") is made and effective [DATE],

BETWEEN: [ASSIGNOR NAME] (the "Assignor"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [ASSIGNEE NAME] (the "Assignee"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

RECITALS

For value received, Assignor assigns and transfers to Assignee, all rents and other sums due and to become due, assign or under that lease Dated [DATE], between Assignor as Lessor, and [NAME], as Lessee;

For the lease of the following described property:

[DESCRIBE]

1. Assignor warranties and representations

a. Assignor is the lawful owner of the above-described lease and of the rental property that is the subject thereof and of all rights and interests therein.

b. The lease is genuine, valid, and enforceable.

c. Assignor has a right to make this assignment.

d. The rental property and rental payments and other sums are free from liens, encumbrances, claims and set offs of every kind whatsoever except as follows:

[DESCRIBE]

e. The balance of rental payments unpaid as of the date of this assignment is [amount] commencing with the next payment due on [date].

2. TERMS AND CONDITIONS OF THE ASSIGNMENT

Assignor understands and agrees that:

a. Assignee does not assume any of the obligations arising under the Lease.
b. Assignor will keep and perform all of his obligations as Lessor under the Lease. In addition, Assignor shall indemnify assignee against the consequences of any failure to do so.
c. Assignor will not assign any other interest in the lease, nor sell, transfer, mortgage, or encumber the property described in the lease, or any part thereof, without first obtaining the written consent of Assignee.
d. Assignee may, at his discretion, give grace or indulgence in the collection of all rent and other sums due or to become due under the lease, and grant extensions of time for the payment of any such sums.
e. Assignor waives the right to require assignee to proceed against Lessee, or to pursue any other remedy.
f. Assignor waives the right, if any, to obtain the benefit of or to direct the application of any security that is or may be deposited with Assignee until all indebtedness of Lessee to Assignee arising under the lease has been paid.
g. Assignee may proceed against Assignor directly or independently of Lessee and the cessation of the liability of Lessee for any reason other than full payment shall not in any way affect the liability of Assignor hereunder, nor shall any extension, forbearance of acceptance, release, or substitution of security, or any impairment or suspension of Assignee's remedies or rights against Lessee in any way, affect the liability of Assignor hereunder.

h. Assignor guarantees due and punctual payment under the terms of the lease, In addition, on any default by Lessee, assignor will, on demand, repurchase the rights assigned

hereunder by paying to Assignee the then total unpaid balance of rental payments under the lease.

i. Assignor appoints assignee as his attorney in fact to demand, receive, and enforce payment and to give receipts, releases, and satisfactions and to sue for all sums payable, either in the name of assignor or in the name of Assignee, with the same force and effect as Assignor could have done if this assignment had not been made.

3. NOTICES

Notice of this assignment may be given at any time at Assignee's option. In the event any payment under the lease hereby assigned is made to Assignor, Assignor will promptly transmit such payment to Assignee.

4. BINDING AGREEMENT

This assignment is irrevocable and shall remain in full force and effect until and unless there is payment in full of any obligation, the payment of which is secured by it, or until and unless such obligation is released in writing by Assignee.

IN WITNESS WHEREOF this Assignment has been signed, sealed and delivered by Assignor and Assignee as of the day and year first above written.

ASSIGNOR	ASSIGNEE
Authorized Signature	Authorized Signature
Print Name and Title	Print Name and Title

Assignment of sublease

This Assignment of Sublease (the "Assignment") is made and effective [DATE],

BETWEEN: [LANDLORD NAME] (the "Lessor"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [TENANT NAME] (the "Lessee"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [SUB-TENANT NAME] (the "Lessee"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

For good consideration, it is agreed by and between the parties that:

1. ASSIGNMENT OF LEASE

Tenant hereby assigns, transfers and delivers to Sub-Tenant all of Tenant's rights in and to a certain lease between Tenant and Landlord for certain premises known as [Describe], under lease dated [DATE].

2. SUB-TENANT'S OBLIGATIONS

Sub-Tenant agrees to accept said Lease, pay all rents and punctually perform all of Tenant's obligations under said Lease accruing on and after the date of delivery of possession to the Sub-Tenant as contained herein. Sub-Tenant further agrees to indemnify and save harmless the Tenant from any breach of Sub-Tenant's obligations hereunder.

3. DELIVERY OF PREMISES

The parties acknowledge that Tenant shall deliver possession of the leased premises to Sub-Tenant on [DATE]; time being of the essence. All rents and other charges accrued under the Lease prior to said date shall be fully paid by Tenant, and thereafter by the Sub-Tenant.

4. LANDLORD'S OBLIGATIONS

Landlord hereby assents to the assignment of lease, provided that:

a. Assent to the assignment shall not discharge Tenant of its obligations under the Lease in the event of breach by Sub-Tenant.

b. In the event of breach by Sub-Tenant, Landlord shall provide Tenant with written notice of same and Tenant shall have full rights to commence all actions to recover possession of the leased premises [in the name of Landlord, if necessary] and retain all rights for the duration of said Lease provided it shall pay all accrued rents and cure any other default.

c. There shall be no further assignment of lease without prior written consent of Landlord.

5. BINDING AGREEMENT

This agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns and personal representatives.

IN WITNESS WHEREOF, the Assignor has executed this Assignment on the day and year first above written.

Signed, sealed and delivered in the presence of:

TENANT	SUB-TENANT
Authorized Signature	Authorized Signature

Print Name and Title Print Name and Title

LANDLORD

Authorized Signature

Print Name and Title

Termination of lease obligation
This Release Agreement (the "Agreement") is made and effective [DATE],

BETWEEN: [LESSOR NAME] (the "Lessor"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [LESSEE NAME] (the "Lessee"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

TERMS

On [date], a lease agreement was executed between Lessor and Lessee for the premises located at [address], a copy of which is attached hereto and made a part hereof.

[facts giving rise to this release]

The parties desire to settle all claims of Lessor with respect to said lease and to terminate all obligations of either party thereunder.

Therefore, in consideration of [amount], from Lessee, receipt of which is hereby acknowledged, Lessor does hereby release Lessee from all obligations and duties of Lessee set forth in the above referenced lease. Lessor, for himself, his heirs, his legal representatives and his assigns also releases Lessee, his heirs, his legal representatives and his assigns from all claims, demands and causes of action that lessor had, has or may have against lessee or against his heirs, legal representatives or assigns in regard to said lease.

In consideration of the release set forth above, Lessee hereby surrenders all rights in and to the subject leased premises. That possession of said premises shall be delivered up to Lessor immediately upon the execution of this instrument, and that Lessor is relieved of any responsibilities or obligations under the aforementioned lease.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

LESSOR	LESSEE
Authorized Signature	Authorized Signature
Print Name and Title	Print Name and Title

Mortgage
This Mortgage (the “Agreement”) is made and effective [DATE],

BETWEEN: [MORTGAGOR NAME] (the "Mortgagor"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [MORTGAGEE NAME] (the "Mortgagee"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

RECITALS
WHEREAS, Mortgagor is justly indebted to Mortgagee in the sum of [AMOUNT] in lawful money of [COUNTRY], and has agreed to pay the same, with interest thereon, according to the terms of a certain note (the "Note") given by Mortgagor to Mortgagee, bearing even date herewith.

1. DESCRIPTION OF PROPERTY SUBJECT TO LIEN: "PREMISES"

NOW, THEREFORE, in consideration of the premises and the sum hereinabove set forth, and to secure the payment of the Secured Indebtedness as defined herein, Mortgagor has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto Mortgagee property situated in [CITY, STATE/PROVINCE] more particularly described in Exhibit” A" attached hereto and by this reference made a part hereof;

TOGETHER with all buildings, structures and other improvements now or hereafter located on, above or below the surface of the property herein before described, or any part and parcel thereof; and,

TOGETHER with all and singular the tenements, easements, riparian and littoral rights, and appurtenances thereunto belonging or in anywise appertaining, whether now owned or hereafter acquired by Mortgagor, and including all rights of ingress and egress to and from adjoining property (whether such rights now exist or subsequently arise) together with the reversion or reversions, remainder and remainders, rents, issues and profits thereof; and also all the estate, right, title, interest, claim and demand whatsoever of Mortgagor of, in and to the same and of, in and to every part and parcel thereof; and,

TOGETHER with all machinery, apparatus, equipment, fittings, fixtures, whether actually or constructively attached to said property and including all trade, domestic and ornamental fixtures, and articles of personal property of every kind and nature whatsoever (hereinafter collectively called "Equipment"), now or hereafter located in, upon or under said property or any part thereof and used or usable in connection
with any present or future operation of said property and now owned or hereafter acquired by Mortgagor; and,

TOGETHER with all the common elements appurtenant to any parcel, unit or lot which is all or part of the Premises; and,

ALL the foregoing encumbered by this Mortgage being collectively referred to herein as the "Premises";

TO HAVE AND TO HOLD the Premises hereby granted to the use, benefit and behalf of the Mortgagee, forever.

2. EQUITY OF REDEMPTION

Conditioned, however, that if Mortgagor shall promptly pay or cause to be paid to Mortgagee, at its address listed in the Note, or at such other place which may hereafter be designated by Mortgagee, its or their successors or assigns, with interest, the principal sum of [AMOUNT] with final maturity, if not sooner paid, as stated in said Note unless amended or extended according to the terms of the Note executed by Mortgagor and payable to the order of Mortgagee, then these presents shall cease and be void, otherwise these presents shall remain in full force and effect.

3. COVENANTS OF MORTGAGOR

Mortgagor covenants and agrees with Mortgagee as follows:

a. **Secured Indebtedness:** This Mortgage is given as security for the Note and also as security for any and all other sums, indebtedness, obligations and liabilities of any and every kind arising, under the Note or this Mortgage, as amended or modified or supplemented from time to time, and any and all renewals, modifications or extensions of any or all of the foregoing (all of which are collectively referred to herein as the "Secured Indebtedness"), the entire Secured Indebtedness being equally secured with and having the same priority as any amounts owed at the date hereof.
b. **Performance of Note, Mortgage:** Mortgagor shall perform, observe and comply with all provisions hereof and of the Note and shall promptly pay, in lawful money of [COUNTRY], to Mortgagee the Secured Indebtedness with interest thereon as provided in the Note, this Mortgage and all other documents constituting the Secured Indebtedness.
c. **Extent Of Payment Other Than Principal And Interest:** Mortgagor shall pay, when due and payable, (1) all taxes, assessments, general or special, and other charges levied on, or assessed, placed or made against the Premises, this instrument or the Secured Indebtedness or any interest of the Mortgagee in the Premises or the obligations secured hereby; (2) premiums on policies of fire and other hazard insurance covering the Premises, as required herein; (3) ground rents or

other lease rentals; and (4) other sums related to the Premises or the indebtedness secured hereby, if any, payable by Mortgagor.

d. **Insurance:** Mortgagor shall, at its sole cost and expense, keep the Premises insured against all hazards as is customary and reasonable for properties of similar type and nature located in [CITY, STATE/PROVINCE].

e. **Care of Property:** Mortgagor shall maintain the Premises in good condition and repair and shall not commit or suffer any material waste to the Premises.

f. **Prior Mortgage:** With regard to the Prior Mortgage, Mortgagor hereby agrees to: (i) Pay promptly, when due, all installments of principal and interest and all other sums and charges made payable by the Prior Mortgage; (ii) Promptly perform and observe all of the terms, covenants and conditions required to be performed and observed by Mortgagor under the Prior Mortgage, within the period provided in said Prior Mortgage; (iii) Promptly notify Mortgagee of any default, or notice claiming any event of default by Mortgagor in the performance or observance of any term, covenant or condition to be performed or observed by Mortgagor under any such Prior Mortgage. (iv) Mortgagor will not request nor will it accept any voluntary future advances under the Prior Mortgage without Mortgagee's prior written consent, which consent shall not be unreasonably withheld.

4. DEFAULTS

a. **Event of Default:** The occurrence of any one of the following events which shall not be cured within [NUMBER] days after written notice of the occurrence of the event, if the default is monetary, or which shall not be cured within [NUMBER] days after written notice from Mortgagee, if the default is non-monetary, shall constitute an "Event of Default": (a) Mortgagor fails to pay the Secured Indebtedness, or any part thereof, or the taxes, insurance and other charges, as herein before provided, when and as the same shall become due and payable; (b) Any material warranty of Mortgagor herein contained, or contained in the Note, proves untrue or misleading in any material respect; (c) Mortgagor materially fails to keep, observe, perform, carry out and execute the covenants, agreements, obligations and conditions set out in this Mortgage, or in the Note; (d) Foreclosure proceedings (whether judicial or otherwise) are instituted on any mortgage or any lien of any kind secured by any portion of the Premises and affecting the priority of this Mortgage.

b. **Options Of Mortgagee Upon Event Of Default:** Upon the occurrence of any Event of Default, the Mortgagee may immediately do any one or more of the following: (a) Declare the total Secured Indebtedness, including without limitation all payments for taxes, assessments, insurance premiums, liens, costs, expenses and attorney's fees herein specified, without notice to Mortgagor (such notice being hereby expressly waived), to be due and collectible at once, by foreclosure or otherwise; (b) Pursue any and all remedies available under the Uniform Commercial Code; it being hereby agreed that [NUMBER] days' notice as to the time, date and place of any proposed sale shall be reasonable; (c) In the event that Mortgagee elects to accelerate the maturity of the Secured Indebtedness and declares the Secured Indebtedness to be due and payable in full at once, or as may be provided for in the Note, or any other provision or term of this Mortgage, then Mortgagee shall have the right to pursue all of Mortgagee's rights and remedies for the collection of such Secured Indebtedness, whether such rights and remedies are granted by this Mortgage, any other agreement, law, equity or otherwise, to include, without

limitation, the institution of foreclosure proceedings against the Premises under the terms of this Mortgage and any applicable state or federal law.

5. Prior Liens

Mortgagor shall keep the Premises free from all prior liens (except for those consented to by Mortgagee).

6. Notice, Demand and Request

Every provision for notice and demand or request shall be deemed fulfilled by written notice and demand or request delivered in accordance with the provisions of the Note relating to notice.

7. Meaning of Words

The words "Mortgagor" and "Mortgagee" whenever used herein shall include all individuals, corporations (and if a corporation, its officers, employees or agents), trusts and any and all other persons or entities, and the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, and all those holding under either of them. The pronouns used herein shall include, when appropriate, either gender and both singular and plural. The word "Note" shall also include one or more notes and the grammatical construction of sentences shall conform thereto.

8. Severability

If any provision of this Mortgage or any other Loan Document or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of the instrument in which such provision is contained, nor the application of the provision to other persons, entities or circumstances, nor any other instrument referred to hereinabove shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

9. Governing Law

The terms and provisions of this Mortgage are to be governed by the laws of the State of [STATE/PROVINVE]. No payment of interest or in the nature of interest for any debt secured in part by this Mortgage shall exceed the maximum amount permitted by law. Any payment in excess of the maximum amount shall be applied or disbursed as provided in the Note in regard to such amounts which are paid by the Mortgagor or received by the Mortgagee.

10. Descriptive Headings

The descriptive headings used herein are for convenience of reference only, and they are not intended to have any effect whatsoever in determining the rights or obligations of the Mortgagor or Mortgagee and they shall not be used in the interpretation or construction hereof.

11. Attorney's Fees

As used in this Mortgage, attorneys' fees shall include, but not be limited to, fees incurred in all matters of collection and enforcement, construction and interpretation, before, during and after suit, trial, appeals and Proceedings. Attorneys' fees shall also include hourly charges for paralegals, law clerks and other staff members operating under the supervision of an attorney.

12. Exculpation

Notwithstanding anything contained herein to the contrary, the Note which this Mortgage secures is a non-recourse Note and such Note shall be enforced against Mortgagor only to the extent of

Mortgagor's interest in the Premises as described herein and to the extent of Mortgagor's interest in any personality as may be described herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

MORTGAGOR	MORTGAGEE
Authorized Signature	Authorized Signature
Print Name and Title	Print Name and Title

Mutual cancellation of lease
This Mutual Cancellation of Lease (the "Agreement") is made and effective the [DATE],
BETWEEN: [LESSOR NAME] (the "Lessor"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [LESSEE NAME] (the "Lessee"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:
TERMS
FOR GOOD CONSIDERATION, Lessee and Lessor, under a certain Lease agreement between the parties under date of [DATE] (the “Lease”), do hereby mutually agree to terminate and cancel said Lease effective [DATE] and all rights and obligations under said Lease shall thereupon be cancelled excepting only for any obligations under the Lease accruing prior to the effective termination date.

This agreement shall be binding upon the parties, their successors, assigns and personal representatives.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

LESSOR	LESSEE
Authorized Signature	Authorized Signature
Print Name and Title	Print Name and Title

March 8, 2023
Contact Name
Address
Address2

Object: notice of breach of lease

Dear [Contact name],

You are hereby given notice that you are in breach of your tenancy of the premises located at [Address] under the terms of the lease dated [Date], between [LANDLORD] and [TENANT].

You are in breach of the lease because you have failed to comply with the terms and conditions of your tenancy, as follows:

[LIST HOW TENANT HAS VIOLATED THE LEASE IN CLEAR AND CONCISE LANGUAGE]

If this breach of lease is not corrected within [Number] days from the date of this letter, we will have no choice but to exercise all other legal means available to protect our rights under applicable law.

Please consider this letter a final demand for you to remedy this situation. If you fail to comply, the undersigned may commence eviction proceedings against you.

Thank you for your anticipated cooperation.

Sincerely,

Your name
Your title
Telephone contact
youremail@yourcompany.com

March 8, 2023

Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

Object: notice of late fee owed
Dear [Contact name],

We received your rent payment in the amount of [Amount] on [Date]. Thank you. If you recall from the rent agreement, a [Amount] fee will be assessed for payment received after the first of the month. Therefore, we still need [Amount] from you, calculated as follows:
Rent Due
Late Fee

Payment

TOTAL
Please make the check payable to [Company name] and mail it to the address shown below. If you have any questions, please call [Name] at [Number].
Sincerely,
Your name
Your title
Telephone contact
youremail@yourcompany.com
March 8, 2023
Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

Object: notice that eviction will be filed in court
Dear [Contact name],
It is never a pleasure to write this type of letter but it has come to my attention that your company has failed to comply with the terms of your agreement with us dated [Date]. I understand that you have been given a [NUMBER] day notice in accordance with state and local laws and have failed to move.
Therefore, I have instructed the [Office/Premisse] manager not to accept any payment from you. All amounts you still owe will be offset against your security deposit or collected in a legal action.
If you have not moved out of your [Office/Premisse] by [Date], I will file suit the next day. I will also obtain an injunction forcing your removal, with the aid of the police. The lawsuit will be for the amounts owed under the agreement, the costs of filing suit, attorney's fees and enforcement. I plan to zealously collect these amounts from you. When you are evicted, I also plan to inform credit reporting and other agencies of this action.
This position is not negotiable so please govern yourself accordingly. Feel free to contact me if you have any questions.
Sincerely,
Your name
Your title
Telephone contact
youremail@yourcompany.com

March 8, 2023
Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

Object: offer to lease space in your building
Dear [Contact name],

We have now reviewed your property at [Address] (the "Property") and are quite interested in leasing space in the Property. We believe we would be excellent tenants and are prepared to consummate a lease as soon as possible.

As a way to commence our discussions, let us lay out some of the key terms which we believe would be acceptable to us:

Leased Premises:	The [Storey] floor at the Property, consisting of approximately [Number] square feet.
Commencement Date of Lease:	[Date]
Length of Lease:	[Number] years
Monthly Rent:	[Amount] for the first [Number] years of the Lease. [Amount] for the remaining [Number] years of the Lease.
Utilities:	All utilities to be paid for by the Lessee, except for [Describe].
Parking:	Lessee to have [Number] parking spaces in the building.
Use of Leases Premises:	General office use and/or any other legal use.
Improvements:	Lessor to make the following improvements to the Lease Premises prior to Lessee's occupancy: [Describe].
Right to Renew:	Lessee to have the right to renew the Lease for an additional [Number] years, for [Amount] per month rent.
Taxes:	All taxes on the property shall be payable by Lessor.
Assignment & Subletting:	The Leased Premises shall not be assigned or sublet without the consent of Lessor, which consent shall not be unreasonably withheld or delayed.
Form of Lease:	To be mutually agreed upon between Lessor and Lessee.

We are happy to discuss any of these terms and look forward to a long and mutually beneficial relationship. So that you may appreciate how responsible of a tenant we would be, I enclose some background information on our company.

Let us set up a meeting to discuss this as soon as possible.
Sincerely,
Your name
Your title
Telephone contact
youremail@yourcompany.com

Option to expand spaced lease

This Option to Lease Agreement (the "Agreement") is made and effective [DATE],

BETWEEN: [LANDLORD NAME] (the "Landlord"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [TENANT NAME] (the "Tenant"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

TERMS

A. Landlord hereby agrees that Tenant shall be offered the right of refusal to lease all or any portion of [describe other space in the building or designated space] (the "Expansion Space"), as it may become available for lease from time to time. Whenever any portion of the Expansion Space becomes available for lease, Landlord shall provide Tenant with written notice of such availability, which notice shall include the date when Tenant would begin occupancy of such Expansion Space and the rental rate which Tenant shall pay for such Expansion Space.

B. All other terms and conditions shall be those contained in the Lease between Landlord and Tenant and any Expansion Space leased shall be incorporated in the Lease through execution of an addendum to the Lease. Tenant shall then have [NUMBER] days to respond to such offer and to either accept or reject such Expansion Space. Tenant's failure to respond timely to such offer shall be construed as a rejection of Landlord's written offer.

C. Should Tenant reject the offer to lease any particular Expansion Space when offered, Landlord shall have the right to lease all remaining Expansion Space to other prospective tenants, so long as the terms and conditions of such lease are not more favorable than those offered to Tenant.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

LANDLORD TENANT

Authorized Signature Authorized Signature

Print Name and Title Print Name and Title

Option to lease agreement

This Option to Lease Agreement (the "Agreement") is made and effective [DATE],

BETWEEN: [LANDLORD NAME] (the "Landlord"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [TENANT NAME] (the "Tenant"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

IN CONSIDERATION OF the sum of [AMOUNT] paid by the tenant to the landlord, the receipt whereof is hereby acknowledged, the landlord hereby grants to the tenant, its successors, and assigns, the exclusive option to lease the above-mentioned property as per the attached Lease, upon the following terms and conditions:

1. TERM OF OPTION

This option and all rights and privileges hereunder shall expire the day of [DATE].

2. NOTICE OF EXERCISE OF OPTION

This option is to be exercised by the tenant by written notice delivered personally or forwarded by registered or certified mail, return receipt requested, within the time limited in paragraph 1 to the landlord at the address first above recited.

3. APPLICATION OF OPTION PAYMENT

In the event that the tenant does not exercise his option as herein provided, all sums paid on account thereon shall be retained by the landlord as consideration for this option free of all claims of the tenant, and neither party shall have any further rights or claims against the other.

4. EFFECT OF EXERCISE OF OPTION

In the event that the tenant does exercise its option as herein provided, the sum paid on account of the option shall be applied to the first month's rent, and the terms, covenants, and conditions in the attached Lease Agreement shall become the contract of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

LANDLORD	TENANT
Authorized Signature	Authorized Signature
Print Name and Title	Print Name and Title

Option to purchase property

This Option to Purchase Property (the "Agreement") is made and effective [DATE],

BETWEEN: [SELLER NAME] (the "Seller"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [BUYER NAME] (the "Buyer"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

RECITALS

This Agreement is entered into upon the basis of the following facts and intentions of the parties:

A. Seller owns that certain real property described in Exhibit A hereto (the Property").

B. Buyer desires to obtain an option to purchase the Property from Seller and Seller is willing to grant such an option to Buyer.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Option

As of the date hereof, the Seller grants to Buyer an option (the "Option") to purchase the Property from Seller upon all of the terms, covenants and conditions hereinafter set forth. This option may be recorded at the election of Buyer.

2. Consideration for the Option

As consideration for the Option, Buyer shall pay to Seller the sum of [AMOUNT] on the date hereof. In the event this option is exercised, all consideration paid for the Option shall be applied

against and be deemed to be a payment upon the purchase price. In the event that Buyer does not exercise the Option, the consideration paid to Buyer for the Option may be retained by Seller without deduction or offset.

3. Term and Exercise

Buyer may exercise the Option at any time up to and until [DATE], by giving Seller written notice of his intention to exercise the Option.

4. Purchase Price

The purchase price ("Purchase Price") which Buyer agrees to pay upon exercise of the Option is [AMOUNT] per share, payable in cash.

5. Terms

The other terms applicable to the purchase are as follows:

[describe condition of property; title insurance to be obtained; treatment of deeds of trust and encumbrances; who pays closing costs, etc.]

6. Representations and Warranties of Seller

The Seller represents and warrants to the Buyer that:

A. The Seller has full power and authority to execute and deliver this Agreement, and this Agreement is a valid and binding agreement enforceable against the Seller in accordance with its terms;

B. Neither the execution of this Agreement nor the sale of the Property will constitute a violation of, or conflict with, or default under, any contract, commitment, agreement, understanding or arrangement to which the Seller is a party or by which Seller is bound or of any law, decree, or judgment;

C. Now and up to the time of exercise of the Option, the Seller will have valid title to the Property, free and clear of all claims, liens, charges, encumbrances deeds of trust and security interests other than;

D. [Other representations and warranties as appropriate].

7. Cooperation

Each party shall, upon request of the other party, promptly execute and deliver all additional documents reasonably deemed by the requesting party to be necessary, appropriate or desirable to complete and evidence the sale, assignment and transfer of the Shares pursuant to this Agreement.

8. Purchase and Sale

If Buyer exercises the Option, at a closing (the "Closing"), the Seller shall sell, transfer and deliver the Property, represented by appropriate [identify either warranty deed or quitclaim deed].

9. Survival

All representations, warranties and agreements made by the Seller and by the Buyer in this Agreement shall survive the execution of this Agreement and any Closing and any investigation at any time made by or on behalf of any party hereto.

10. Modification; Assignment

This Agreement may not be modified, amended, altered or supplemented except upon the execution and delivery of a written agreement executed by the parties hereto. Buyer may assign his rights under this Agreement with the consent of Seller.

11. Successors

This Agreement will be binding upon, inure to the benefit of and be enforceable by and against the parties hereto and their respective heirs, beneficiaries, executors, representatives and permitted assigns.

12. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of [STATE/PROVINCE].

13. Entire Agreement

This Agreement constitutes the entire agreement among the parties with respect to its subject matter and supersedes all agreements, understanding, representations, or warranties, whether oral or written, by or among the parties, previously or contemporaneously made or given.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

SELLER	BUYER
Authorized Signature	Authorized Signature
Print Name and Title	Print Name and Title

EXHIBIT A

March 8, 2023

Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

Object: request to include landlord in tenant's liability insurance
Dear [Contact name],

In case you have not had an opportunity to read through the Master Lease, please note that there is an insurance clause that requires the tenant to carry public liability insurance of [Amount] and property damage insurance of [Amount]. The landlord, [Contact name], must be named as additional insured.

Inasmuch as we are sub-leasing these offices to you, please have [Contact name] named also, and ask your agent to send us a notice to that effect.

Thank you very much.
Sincerely,

Your name
Your title
Telephone contact
youremail@yourcompany.com

Sublease agreement

This Sublease Agreement (the “Agreement”) is made and effective [DATE],

BETWEEN: [SUB LESSOR NAME] (the "Sub lessor"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:
AND: [SUB LESSEE NAME] (the "Sub lessee"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

RECITALS
In consideration of the covenants and agreements hereinafter set forth to be kept and performed by the parties hereto, Sub lessor, hereby subleases to Sub lessee and Sub lessee does hereby take, lease, and hire from Sub lessor the Leased Premises hereinafter described for the period, and at the rental, subject to, and upon the terms and conditions hereinafter set forth, as follows:

1. DESCRIPTION OF PREMISES

a. Lessee has leased a building consisting of [number] floors and approximately [number] square feet of office space from [name], lessor, of [address], [city], [state].

b. Lessee shall demise to sub lessee the [number] square feet of the building, all located on the [#] floor, as more fully described in Exhibit A, which is attached to and made a part of this sublease agreement.

2. TERM OF SUBLEASE

a. The term of this sublease agreement shall be for an initial period of [number] years, commencing on [date], and terminating on [date], unless earlier terminated by breach of the terms and conditions of this Sublease Agreement.

b. Lessor concurs that sub lessee may remain in possession of the demised premises for the full term of this sublease agreement, despite any change that may occur in the status of lessee or the lease agreement between lessee and lessor.

3. Acceptance of Leased Premises

Sub lessee's occupancy of the Leased Premises shall be conclusive evidence of Sub lessee's acceptance of all improvements constituting the Leased Premises, in good and satisfactory condition and repair. Sub lessee shall accept possession and use of the Leased Premises "as is" in their condition existing as of the date hereof with all faults. Sub lessee, at Sub lessee's sole cost and expense, shall promptly comply with all applicable laws, ordinances, codes, rules, orders, directions and regulations of governmental authority governing and regulating the use or occupancy of the Leased Premises as may now or hereafter be in effect during the Term hereof and shall if so required make any alterations, additions or changes to the Leased Premises as may be required by said laws, ordinances, codes, rules, directions and regulations.

4. Holding Over

Any holding over of the Leased Premises by Sub lessee after the expiration of the Term hereof shall only be with the written consent of Sub lessor first had and obtained and shall be construed to be a tenancy from month to month at a rental per month, or portion thereof, in an amount equal to [%] of the rent due Sub lessor for the month immediately preceding such holding over, and shall otherwise be on the same terms, conditions and covenants herein specified.

5. Sublease Termination and Condition of Premises

Upon the termination of this Sublease for any reason whatsoever, Sub lessee shall return possession of the Leased Premises to Sub lessor or Sub lessor's authorized agent in a good, clean and safe condition, reasonable wear and tear excepted. On or before, and in any event no later than [number] days following the date Sub lessee vacates the Leased Premises and returns possession of same to Sub lessor, Sub lessee and Sub lessor, or authorized agents thereof, shall conduct a joint inspection of the Leased Premises. Sub lessee at its cost shall thereafter promptly repair or correct any defects or deficiencies in the condition of the Leased Premises, reasonable wear and tear excepted.

6. RENT

Sub lessee shall pay to lessee as basic rent [amount] per month, on the [day] of each month, commencing on [date], and continuing each month thereafter during the term of this sublease agreement. Sub lessee shall pay all other sums due as additional rental under the provisions of this sublease agreement on the basic rental payment due date first occurring after the additional rental payment arises.

7. Payment of Rent

Sub lessee hereby covenants and agrees to pay rent to Sub lessor, without offset or deduction of any kind whatsoever, in the form and at the times as herein specified. All rent shall be paid to Sub lessor at the address specified in this Sublease unless and until Sub lessee is otherwise notified in writing. Base Minimum Rent payments in the monthly amount set forth below shall be payable monthly, in advance, due on the first (1st) day of each calendar month commencing on the Commencement Date hereof and delinquent if not paid on or before the third (3rd) day of the month throughout the Term of this Sublease. Rent for any period which is for less than one month shall be a pro rata portion of the monthly installment. The required payments under Article 6 and all other charges payable by Sub lessee shall be deemed to be additional rent.

8. Delinquent Payments

In the event Sub lessee shall fail to pay the rent or any installment thereof, or any other fees, costs, taxes or expenses payable under this Sublease within [number] days after the said payment has become due, Sub lessee agrees that Sub lessor will incur additional costs and expenses in the form of extra collection efforts, administrative time, handling costs, and potential impairment of credit on loans for which this Sublease may be a security. Both parties agree that in such event, Sub lessor, in addition to its other remedies shall be entitled to recover a late payment charge against Sub lessee equal to [%] of the amount not paid within said [number] day period. Additionally, any past due amounts under this Sublease shall bear interest at the rate of the lesser of [%] per month or the maximum rate permitted by applicable law. Sub lessee further agrees to pay Sub lessor any cost incurred by Sub lessor in effecting the collection of such past due amount, including but not limited to attorneys' fees and/or collection agency fees. Sub lessor shall have the right to require Sub lessee to pay monies due in the form of a cashier's check or money order. Nothing herein contained shall limit any other remedy of Sub lessor with respect to such payment delinquency.

9. Security Deposit

On execution of this Sublease, Sub lessee shall deposit with Sub lessor a sum equal to [amount] (the "Security Deposit") in order to provide security for the performance by Sub lessee of the provisions of this Sublease. If Sub lessee is in default, Sub lessor may, but shall not be obligated to use the Security Deposit, or any portion of it, to cure the default or to compensate Sub lessor for damage sustained by Sub lessor resulting from Sub lessee's default. Sub lessee shall immediately on demand pay to Sub lessor a sum equal to the portion of the Security Deposit expended or applied by Sub lessor as provided in this paragraph so as to maintain the Security Deposit in the sum initially deposited with Sub lessor. At the expiration or termination of this Sublease, Sub lessor shall return the Security Deposit to Sub lessee or its successor, less such amounts as are reasonably necessary to remedy Sub lessee's defaults, to repair damages the Leased Premises caused by Sub lessee or to clean the Leased Premises upon such termination, as soon as practicable thereafter. In the event of the sale or other conveyance of the Leased Premises, the Security Deposit will be transferred to the purchaser or transferee and the Sub lessor will be relieved of any liability with reference to such Security Deposit. Sub lessor shall not be required to keep the Security Deposit separate from its

other funds, and (unless otherwise required by law) Sub lessee shall not be entitled to interest on the Security Deposit.

10. USE OF PREMISES

a. **Permitted Use:** The Leased Premises are to be used by Sub lessee for the sole purpose of [describe] and for no other purpose whatsoever. Sub lessee shall not use or occupy the Leased Premises or permit the same to be used or occupied for any use, purpose or business other than as provided in this Section a) during the Term of this Sublease or any extension thereof.
b. **Prohibited Activities:** During the Term of Sublease or any extension thereof, Sub lessee shall not:
    i. Use or permit the Leased Premises to be used for any purpose in violation of any statute, ordinance, rule, order, or regulation of any governmental authority regulating the use or occupancy of the Leased Premises.
    ii. Cause or permit any waste in or on the Leased Premises.
    iii. Use or permit the use of the Leased Premises in any manner that will tend to create a nuisance or tend to adversely affect or injure the reputation of Sub lessor or its affiliates.
    iv. Allow any activity to be conducted on the premises or store any material on the Leased Premises which will increase premiums for or violate the terms of any insurance policy(s) maintained by or for the benefit of Sub lessor.
    v. Store any explosive, radioactive, dangerous, hazardous or toxic materials in or about the Leased Premises.
    vi. Use or allow the Leased Premises to be used for sleeping quarters, dwelling rooms or for any unlawful purpose.
    vii. Build any fences, walls, barricades or other obstructions; or, install any radio, television, phonograph, antennae, loud speakers, sound amplifiers, or similar devices on the roof, exterior walls or in the windows of the Leased Premises, or make any changes to the interior or exterior of the Leased Premises without Sub lessor's prior written consent.

c. **Operational Permits:** Sub lessee, prior to the Commencement Date, shall obtain and thereafter continuously maintain in full force and effect for the Term of this Sublease or any extension thereof, at no cost or expense to Sub lessor, any and all approvals, licenses, or permits required by any lawful authority as of the Commencement Date or imposed thereafter, for the use of Leased Premises, including but not limited to business licenses.

d. **Compliance With Laws:** Sub lessee shall comply with all federal, state, county, municipal, or other statutes, laws, ordinances, regulations, rules, or orders of any governmental or quasi-governmental entity, body, agency, commission, board, or official applicable to the Leased Premises and Sub lessee’s business.

11. UTILITIES AND TAXES

a. **Utility Charges:** Sub lessee shall be responsible for and shall pay, and indemnify and hold Sub lessor and the property of Sub lessor free and harmless from, all charges for the furnishing of gas, water, electricity, telephone service, and other public utilities to the Leased Premises during the Term of this Sublease or any extension thereof and for the removal of garbage and rubbish from the Leased Premises during the Term of this Sublease or any extension thereof. Sub lessor shall not be liable in damages or otherwise for any failure or interruption of any utility service being furnished to the Leased Premises and no such failure or interruption shall entitle Sub lessee to terminate this Sublease.

b. **Personal Property Taxes:** Sub lessee shall be responsible for and shall pay before they become delinquent all taxes, assessments, or other charges levied or imposed by any governmental entity on the equipment, trade fixtures, appliances, merchandise and other personal property situated in, on, or about the Leased Premises including, without limiting the generality of the other terms of this Section, any shelves, counters, vault doors, wall safes, partitions, fixtures, machinery, or office equipment on the Leased Premises, whether put there prior to or after the Commencement Date of this Sublease.

c. **Real Property Taxes and Assessments:** Sub lessee shall pay directly to the charging authority all taxes (as hereinafter defined) respecting the Leased Premises. Sub lessee shall pay all taxes on or before [number] days prior to delinquency thereof. Sub lessee shall promptly after payment of any taxes deliver to Sub lessor written receipts or other satisfactory evidence of the payment thereof. As used herein, "taxes" shall mean all taxes, assessments, fees, charges, levies, and penalties (if such penalties result from Sub lessee's delinquency in paying all or any taxes), of any kind and nature, general and special, ordinary and extraordinary, unforeseen as well as foreseen (including, without limitation, all instalments of principal and interest required to pay any general or special assessments for public improvements) now or hereafter imposed by any authority having the direct or indirect power to tax, including, without limitation the federal government, and any state, county, city, or other governmental or quasi-governmental authority, and any improvement or assessment district or other agency or division thereof, whether such tax is:

    i. levied or assessed against or with respect to the value, occupancy, or use of all or any portion of the Leased Premises (as now constructed or as may at any time hereafter be constructed, altered, or otherwise changed), or any legal or equitable interest of Sub lessor in the Leased Premises or any part thereof; or

    ii. levied or assessed against or with respect to Sub lessor's business of leasing the Leased Premises, or with respect to the operation of the Leased Premises; or

    iii. determined by the area of the Leased Premises or any part thereof, or by the gross receipts, income, or rent and other sums payable hereunder by Sub lessee (including, without limitation, any gross income or excise tax levied with respect to receipt of such rent and/or other sums due under this Sublease); or

iv. imposed upon this transaction or any document to which Sub lessee is a party creating or transferring any interest in the Leased Premises; or

v. imposed during the term of this Sublease or any extension thereof because of a change in ownership of the Leased Premises which results in an increase of real property taxes; or

vi. any tax or excise, however described, imposed (whether by reason of a change in the method of taxation or assessment, creation of a new tax or charge, or any other cause) in addition to, in substitution partially or totally of, or as an alternate to, any tax previously included within the definition of taxes, or any tax the nature of which was previously included in the definition of taxes, whether or not now customary or within the contemplation of the parties.

Taxes shall also include all charges, levies or fees imposed by reason of environmental regulation or other governmental control of the Leased Premises, and all costs and expenses and reasonable attorneys' fees paid or incurred by Sub lessor in connection with:
(1) Any proceeding to contest in whole or in part the imposition or collection of any taxes;
(2) Negotiation with public authorities as to any taxes.

d. **Proration of Taxes:** Sub lessee's liability to pay taxes shall be prorated on the basis of a 365-day year to account for any fractional portion of a fiscal tax year included in the lease Term and its commencement and expiration.
e. **Tax Delinquency:** Failure of Sub lessee to pay promptly when due any of the charges required to be paid under this Article shall constitute a default under the terms hereof in like manner as a failure to pay rental when due, and if Sub lessor shall elect to pursue an unlawful detainer action upon said default, then Sub lessor shall be entitled to claim as an amount of additional rent owed for purposes of said unlawful detainer the amount of such taxes due and payable by Sub lessee.
f. **All Other Charges:** Sub lessee shall pay to Sub lessor any and all charges, fees, taxes, and other amounts due from Sub lessor to the master lessor of the Leased Premises prior to its due date, for sums due or owing on or after the date of this Sublease.
g. **Common Area Maintenance Charges:** Sub lessee shall be responsible for, and shall pay to Sub lessor on demand, any and all costs, fees, charges, assessments, expenses or payments for which Sub lessor is obligated or liable under the Master Lease with respect to the operation, maintenance and repair of common area of the Leased Premises. "Common area" shall include, without limitation, those areas in or about the property of which the Leased Premises are a part, which have been set aside for the general use, convenience and benefit of the occupants of the property and their customers and employees, including, without limitation, the automobile parking areas, sidewalks, landscaped areas and other areas for pedestrian and vehicular use.

To the extent Sub lessor pays estimated amounts for such common area expenses, Sub lessee shall pay such amounts to Sub lessor on demand from Sub lessor and shall be entitled to reimbursements and/or offsets against future common area expenses as such reimbursements or offsets are received by Sub lessor.

12. MAINTENANCE AND ALTERATIONS

a. **Maintenance by Sub lessee:** Sub lessee shall, at its sole cost and expense, keep in good and safe condition, order and repair all portions of the Leased Premises and all facilities appurtenant thereto and every part thereof which Sub lessor is responsible to maintain or repair as lessee under the Master Lease, including without limitation, all plumbing, heating, air conditioning, ventilating, sprinkler, electrical and lighting facilities, interior walls, interior surfaces of exterior walls, floors, ceilings, windows, doors, entrances, all glass (including plate glass), and skylights located within the Leased Premises, walkways, parking and service areas within or adjacent to the Leased Premises. If the Leased Premises are not so maintained, and such condition continues [number] hours after notice or exists upon expiration or termination hereof, Sub lessor may cause such maintenance to be performed at Sub lessee's expense and/or may obtain maintenance contracts for the Store and charge the Sub lessee for same. Sub lessor shall, when and if it deems necessary, make any and all repairs on the Leased Premises, and Sub lessee hereby consents to such actions by Sub lessor. Sub lessor may charge the Sub lessee for any of the foregoing repairs, if, in Sub lessor's opinion, such repairs are occasioned by Sub lessee's abuse or neglect. Sub lessee shall not modify, alter, or add to the Leased Premises without the prior written consent of Sub lessor.
b. **Damage; Abatement of Rent:** Notwithstanding anything in this Sublease to the contrary, Sub lessee at its own cost and expense shall repair and replace as necessary all portions of the Leased Premises damaged by Sub lessee, its employees, agents, invitees, customers or visitors. There shall be no abatement of rent or other sums payable by Sub lessee prior to or during any repairs by Sub lessee or Sub lessor hereunder.
c. **Alterations and Liens:** Sub lessee shall not make or permit any other person to make any structural changes, alterations, or additions to the Leased Premises or to any improvement thereon or facility appurtenant thereto without the prior written consent of Sub lessor first had and obtained. Sub lessee shall keep the Leased Premises free and clear from any and all liens, claims, and demands for work performed, materials furnished, or operations conducted on the Leased Premises at the instance or request of Sub lessee. As a condition to giving its consent to any proposed alterations, Sub lessor may require that Sub lessee remove any or all of said alterations at the expiration or sooner termination of the Sublease term and restore the Leased Premises to its condition as of the date of Sub lessee's occupation of the Leased Premises. Prior to construction or installation of any alterations, Sub lessor may require Sub lessee to provide Sub lessor, at Sub lessee's sole cost and expense, a lien and completion bond in an amount equal to one and one-half times the estimated cost of such alterations, to insure Sub lessor against any Liability for mechanic's and material men's liens and to insure completion of the work. Should Sub lessee make any alterations without the prior written consent of Sub lessor, Sub lessee shall remove the same at Sub lessee's expense upon demand by Sub lessor.
d. **Inspection by Sub lessor:** Sub lessee shall permit Sub lessor or Sub lessor's agents, representatives, designees, or employees to enter the Leased Premises at all reasonable times for the purpose of inspecting the Leased Premises to determine whether Sub lessee is complying with the terms of this Sublease and for the purpose of doing other lawful acts that may be necessary to protect Sub lessor's interest in the Leased Premises under this Sublease, or to perform Sub lessor's duties under this Sublease, or to show the

Leased Premises to insurance agents, lenders, and other third parties, or as otherwise allowed by law.

e. **Plans and Permits:** Any alteration that Sub lessee shall desire to make in or about the Leased Premises and which requires the consent of Sub lessor shall be presented to Sub lessor in written form, with proposed detailed plans and specifications therefor prepared at Sub lessee's sole expense. Any consent by Sub lessor thereto shall be deemed conditioned upon Sub lessee's acquisition of all permits required to make such alteration from all appropriate governmental agencies, the furnishing of copies thereof to Sub lessor prior to commencement of the work, and the compliance by Sub lessee with all conditions of said permits in a prompt and expeditious manner, all at Sub lessee's sole cost and expense.
f. **Construction Work Done by Sub lessee:** All construction work required or permitted to be done by Sub lessee shall be performed by a licensed contractor in a good and workmanlike manner and shall conform in quality and design with the Leased Premises existing as of the Commencement Date, and shall not diminish the value of the Leased Premises in any way whatsoever. In addition, all such construction work shall be performed in compliance with all applicable statutes, ordinances, regulations, codes and orders of governmental authorities and insurers of the Leased Premises. Sub lessee or its agents shall secure all licenses and permits necessary therefor.
g. **Title to Alterations:** Unless Sub lessor requires the removal thereof, any alterations which may be made on the Leased Premises, shall upon installation or construction thereof on the Leased Premises become the property of Sub lessor and shall remain upon and be surrendered with the Leased Premises at the expiration or sooner termination of the term of this Sublease. Without limiting the generality of the foregoing, all heating, lighting, electrical (including all wiring, conduits, main and subpanels), air conditioning, partitioning, drapery, and carpet installations made by Sub lessee, regardless of how affixed to the Leased Premises, together with all other alterations that have become a part of the Leased Premises, shall be and become the property of Sub lessor upon installation, and shall not be deemed trade fixtures, and shall remain upon and be surrendered with the Leased Premises at the expiration or sooner termination of this Sublease.
h. **Removal of Alterations:** In addition to Sub lessor's right to require Sub lessee at the time of installation or construction of any alteration to remove the same upon expiration or sooner termination of this Sublease, Sub lessor may elect, by notice to Sub lessee at least [number] days before expiration of the Term hereof, or within [number] days after sooner termination hereof, to acquire Sub lessee to remove any alterations that Sub lessee has made to the Leased Premises. If Sub lessor so elects, Sub lessee shall, at its sole expense, upon expiration of the Term hereof, or within [number] days after any sooner termination hereof, remove such alterations, repair any damage occasioned thereby, and restore the Leased Premises to the condition existing as of the Commencement Date or such other condition as may reasonably be designated by Sub lessor in its election.

13. INDEMNITY AND INSURANCE

a. **Hold-Harmless Clause:** Sub lessee agrees to indemnify, defend and hold Sub lessor, the property of Sub lessor, and the Leased Premises, free and harmless from any and all claims, liability, loss, damage, or expenses incurred by reason of this Sublease or resulting from Sub lessee's occupancy and use of the Leased Premises (other than as a result of the direct gross negligence of Sub lessor), specifically including, without limitation, any claim, liability, loss, or damage arising by reason of:
    i. The death or injury of any person or persons, including Sub lessee, any person who is an employee or agent of Sub lessee, or by reason of the damage to or destruction of any property, including property owned by Sub lessee or any person who is an employee or agent of Sub lessee, and caused or allegedly caused by either the condition of the Leased Premises, or some act or omission of Sub lessee or of some agent, contractor, employee, or invitee of Sub lessee on the Leased Premises;
    ii. Any work performed on the Leased Premises or materials furnished to the Leased Premises at the instance or request of Sub lessee or any agent or employee of Sub lessee; and
    iii. Sub lessee's failure to perform any provision of this Sublease or to comply with any requirement of law or any requirement imposed on the use by Sub lessee of the Leased Premises by any governmental agency or political subdivision.
    iv. Maintenance of the insurance required under this Article shall not relieve Sub lessee of the obligations of indemnification contained in this Section.
b. **Liability Insurance:** Sub lessee shall, at its own cost and expense, secure and maintain during the term of this Sublease, a comprehensive broad form policy of Combined Single Limit Bodily Injury and Property Damage Insurance issued by a reputable company authorized to conduct insurance business in the State of [state/province] insuring Sub lessee against loss or liability caused by or connected with Sub lessee's use and occupancy of the Leased Premises in an amount not less than [amount] per occurrence.
c. **Casualty and Fire Insurance:** At all times during the Term hereof, Sub lessee shall keep the Leased Premises and personal property thereon insured against loss or damage by fire, windstorm, hail, explosion, damage from vehicles, smoke damage, vandalism, casualty and malicious mischief and such other risks as are customarily included in "all risk" extended insurance coverage, including coverage for business interruption, in an amount equal to not less than [number] of the actual replacement value of the Leased Premises and the personal property, fixtures, and other property on the Leased Premises.
d. **Workers' Compensation Insurance:** During the term of this Sublease, Sub lessee shall comply with all Workers' Compensation laws applicable on the date hereof or enacted thereafter and shall maintain in full force and effect a Workers' Compensation Insurance policy covering all employees in any way connected with the business conducted by Sub lessee pursuant to this Sublease and shall pay all premiums, contributions, taxes and such other costs and expenses as are required to be paid incident to such insurance coverage, all at no cost to Sub lessor.
e. **Policy Form:** The policies of insurance required to be secured and maintained under this Sublease shall be issued by good, responsible companies, qualified to do business in the State of [state/province], with a general policy holders' rating of at least "A". Executed

copies of such policies of insurance or certificates thereof shall be delivered to Sub lessor and to the Master Lessor under the Master Lease not later than [number] days prior to the commencement of business operations of Sub lessee at the Leased Premises and thereafter, executed copies of renewal policies of insurance or certificates thereof shall be delivered to Sub lessor within [number] days prior to the expiration of the term of each such policy. All such policies of insurance shall contain a provision that the insurance company writing such policy(s) shall give Sub lessor at least [number] days' written notice in advance of any cancellation or lapse, or the effective date of any reduction in the amounts or other material changes in the provisions of such insurance. All policies of insurance required under this Sublease shall be written as primary coverage and shall list the Master Lessor under the Master Lease and the Sub lessor as loss payees and as additional insureds. If Sub lessee fails to procure or maintain in force any insurance as required by this Section or to furnish the certified copies or certificates thereof required hereunder, Sub lessor may, in addition to all other remedies it may have, procure such insurance and/or certified copies or certificates, and Sub lessee shall promptly reimburse Sub lessor for all premiums and other costs incurred in connection therewith.

f. **Waiver of Subrogation:** Sub lessee agrees that in the event of loss or damage due to any of the perils for which it has agreed to provide insurance, Sub lessee hereby waives any and all claims that it might otherwise have against Sub lessor with respect to any risk insured against to the extent of any proceeds realized from the insurance coverage to compensate for a loss. To the extent permitted by applicable insurance policies without voiding coverage, Sub lessee hereby releases and relieves Sub lessor, and waives its entire right of recovery against Sub lessor for loss or damage arising out of or incident to the perils insured against to the extent of insurance proceeds realized for such loss or damage, which perils occur in, on or about the Leased Premises and regardless of the cause or origin, specifically including the negligence of Sub lessor or its agents, employees, contractors and/or invitees. Sub lessee shall to the extent such insurance endorsement is available, obtain for the benefit of Sub lessor a waiver of any right of subrogation which the insurer of such party might otherwise acquire against Sub lessor by virtue of the payment of any loss covered by such insurance and shall give notice to the insurance carrier or carriers that the foregoing waiver of subrogation is contained in this Sublease.

14. SIGNS AND TRADE FIXTURES

a. **Installation of Trade Fixtures:** For so long as Sub lessee is not in default of any of the terms, conditions and covenants of this Sublease, Sub lessee shall have the right at any time and from time to time during the Term of this Sublease and any renewal or extension of such term, at Sub lessee's sole cost and expense, to install and affix in, to, or on the Leased Premises such items (hereinafter called “trade fixtures”), for use in Sub lessee's trade or business as Sub lessee may, in its reasonable discretion, deem advisable.

b. **Signs:** Subject to any and all requirements now or hereinafter enacted by any municipal, county, or state regulatory agency having jurisdiction thereover and subject to Sub lessor’s written consent, Sub lessee may erect at Sub lessee's cost, a sign on the Leased Premises identifying the Leased Premises. Sub lessee shall maintain, at Sub lessee's sole cost and expense, said sign.

c. **Removal of Signs and Trade Fixtures:** In addition to Sub lessor's right to require Sub lessee at the time of installation of any sign or trade fixtures to remove the same upon expiration or sooner termination of this Sublease, Sub lessor may elect, by notice to Sub lessee at least [number] days before expiration of the Term hereof, or within [number] days after sooner termination hereof, to require Sub lessee to remove any sign or trade fixture owned by Sub lessee. If Sub lessor so elects, Sub lessee shall at its sole cost and expense, upon expiration of the Term hereof, or within [number] days after any sooner termination hereof, remove such sign or trade fixture owned by Sub lessee. If Sub lessor so elects, Sub lessee shall, at its sole cost and expense, upon expiration of the Term hereof, or within [number] days after any sooner termination hereof, remove such sign or trade fixture, repair any damage occasioned thereby, and restore the Leased Premises to the condition existing as of the Commencement Date or such other condition as may reasonably be designated by Sub lessor in its election.

15. CONDEMNATION AND DESTRUCTION

a. **Total Condemnation:** Should, during the Term of this Sublease or any renewal or extension thereof, title and possession of all of the Leased Premises be taken under the power of eminent domain by any public or quasi-public agency or entity, this Sublease shall terminate as of the date actual physical possession of the Leased Premises is taken by the agency or entity exercising the power of eminent domain and both Sub lessor and Sub lessee shall thereafter be released from all obligations under this Sublease.
b. **Termination Option for Partial Condemnation:** Should, during the Term of this Sublease or any renewal or extension thereof, title and possession of more than [%] of the floor area of the Leased Premises, and/or more than [%] of the parking area of the Leased Premises be taken under the power of eminent domain by any public or quasi-public agency or entity, Sub lessor may terminate this Sublease. The option herein reserved shall be exercised by giving written notice on or before [number] days after actual physical possession of the portion subject to the eminent domain power is taken by the agency or entity exercising that power and this Sublease shall terminate as of the date the notice is deemed given.
c. **Partial Condemnation Without Termination:** Should Sub lessee or Sub lessor fail to exercise the termination option described in this Article, or should the portion of the Leased Premises taken under the power of eminent domain be insufficient to give rise to the option therein described, then, in that event:
    i. This Sublease shall terminate as to the portion of the Leased Premises taken by eminent domain as of the day (hereinafter called the "date of taking"), actual physical possession of that portion of the Leased Premises is taken by the agency or entity exercising the power of eminent domain;
    ii. Base Minimum Rent to be paid by Sub lessee to Sub lessor pursuant to the terms of this Sublease shall, after the date of taking, be reduced by an amount that bears the same ratio to the Base Minimum Rent specified in this Sublease as the square footage of the actual floor area of the Leased Premises taken under the power of eminent domain bears to the total square footage of floor area of the Leased Premises as of the date of this Sublease; and

iii. Except to the extent the Master Lessor under the Master Lease is so obligated, Sub lessee, at Sub lessee's own cost and expense shall remodel and reconstruct the building remaining on the portion of the Leased Premises not taken by eminent domain into a single efficient architectural unit in accordance with plans mutually approved by the parties hereto as soon after the date of taking, or before, as can be reasonably done.

d. **Condemnation Award:** Should, during the Term of this Sublease or any renewal or extension thereof, title and possession of all or any portion of the Leased Premises be taken under the power of eminent domain by any public or quasi-public agency or entity, the compensation or damages for the taking awarded shall belong to and be the sole property of the Sub lessor.

e. **Destruction:** (a) In the event the Leased Premises are damaged or destroyed and the total costs and expenses for repairing or reconstructing the Leased Premises exceeds the sum of [amount], Sub lessor, at Sub lessor's option, may:

   i. Continue this Sublease in full force and effect by restoring, repairing or rebuilding the Leased Premises at Sub lessor's own cost and expense or through insurance coverage; or

   ii. Terminate this Sublease by serving written notice of such termination on Sub lessee no later than [number] days following such casualty, in which event this Sublease shall be deemed to have been terminated on the date of such casualty.

   iii. In the event the Leased Premises are damaged or destroyed and Sub lessee will not be able to operate any business thereon for [number] consecutive days, Sub lessee, at Sub lessee's option, may terminate this Sublease by serving written notice of such termination on Sub lessor no later than [number] days following such casualty, in which event this Sublease shall be deemed terminated on the date of such casualty; provided, however, that such termination right shall not be applicable unless Sub lessor has a similar termination right under the Master Lease.

   iv. Should Sub lessor or the Master Lessor under the Master Lease elect to repair and restore the Leased Premises to their former condition following partial or full destruction of the Leased Premises:

      1. Sub lessee shall not be entitled to any damages for any loss or inconvenience sustained by Sub lessee by reason of the making of such repairs and restoration.
      2. Sub lessor and such Master Lessor shall have full right to enter upon and have access to the Leased Premises, or any portion thereof, as may be reasonably necessary to enable such parties promptly and efficiently to carry out the work of repair and restoration.

f. **Damage by Sub lessee:** Sub lessee shall be responsible for and shall pay to Sub lessor any and all losses, damages, costs, and expenses, including but not limited to attorney's fees, resulting from any casualty loss caused by the negligence or wilfull misconduct of Sub lessee or its employees, agents, contractors, or invitees.

16. SUBLEASING, ASSIGNMENT, DEFAULT AND TERMINATION

a. **Subleasing and Assignment:** Sub lessee shall not sell, assign, hypothecate, pledge or otherwise transfer this Sublease, or any interest therein, either voluntarily, involuntarily, or by operation of law, and shall not sublet the Leased Premises, or any part thereof, or any right or privilege appurtenant thereto, for any reason whatsoever, or permit the occupancy thereof by any person, persons, or entity through or under it, or grant a security interest in Sub lessee's interest in the Leased Premises or this Sublease or any fixtures located on the Leased Premises, without the prior written consent of Sub lessor first had and obtained, which may be given or withheld in the Sub lessor's sole and absolute discretion. For the purpose of this Section, any dissolution, merger, consolidation or other reorganization of Sub lessee, or any change or changes in the stock ownership of Sub lessee, which aggregates [%] or more of the capital stock of Sub lessee shall be deemed to be an assignment of this Sublease. Sub lessee shall not mortgage, hypothecate or encumber this Sublease. Sub lessor's consent to one assignment, subletting, occupancy, or use by any other person, entity or entities shall not relieve Sub lessee from any obligation under this Sublease and shall not be deemed to be a consent to any subsequent assignment, subletting, occupancy or use. Any assignment, pledge, subletting, occupancy or use without Sub lessor's written consent shall be void and shall, at the option of the Sub lessor, terminate this Sublease.

Should this Sublease be assigned, or should the Leased Premises or any part thereof be sublet or occupied by any person or persons other than the original Sub lessee hereunder, Sub lessor may collect rent from the assignee, sub lessee or occupant and apply the net amount collected to the rent herein reserved, but no such assignment, subletting, occupancy or collection of rent shall be deemed a consent to such assignment, subletting or occupancy or a waiver of any term of this Sublease, nor shall it be deemed acceptance of the assignee, sub lessee or occupant as a tenant, or a release of Sub lessee from the full performance by Sub lessee of all the terms, provisions, conditions and covenants of this Sublease.

In the event Sub lessee wishes to assign this Sublease or sublet or allow the use of the Leased Premises or any part thereof, Sub lessee shall give Sub lessor not less than [number] days written notice thereof and shall, in such notice, provide the name of the proposed assignee or sub lessee, its proposed use of the Leased Premises, its background, such financial and credit information as Sub lessor may require to determine the business experience, financial stability and creditworthiness of the proposed assignee or sub lessee, and such additional information as Sub lessor may request.

Sub lessee shall also pay Sub lessor a one-time administrative fee of [amount] to reimburse Sub lessor for its costs of reviewing, analyzing and processing the request for consent to assignment or subletting. In addition to its right to consent or refuse to consent to a proposed assignment Sub lessor shall have the option, exercisable by written notice to Sub lessee within the [number] days after Sub lessee gives Sub lessor written notice of its desire to assign the Sublease, to terminate this Sublease with respect to the entire Leased Premises upon a date specified in said notice to Sub lessee not less than [number] days nor more than [number] days after the date of said notice and retake the Leased Premises for its own use. If Sub lessor exercises such option, Sub lessee shall nonetheless have the right, exercisable by notice given to Sub lessor within [number] days after Sub lessor's notice of exercise is given, to withdraw the proposed assignment from consideration, in which event the exercise of Sub lessor's option shall be of no force or effect and, except for the payment of the fee provided for in Subsection (c) above, the assignment shall be deemed not to have been proposed. If Sub lessor does not elect to exercise its option to terminate this Lease and

consents to the assignment or sublease, said assignee or sub lessee shall pay directly to Sub lessor all rent or other consideration payable by the assignee or sub lessee in excess of the amount of rent or other consideration payable by Sub lessee to Sub lessor hereunder (whether denominated as rent or otherwise) and shall expressly assume Sub lessee's obligations hereunder.

As a condition to Sub lessor's consent to an assignment or subletting, Sub lessor shall be entitled to receive (i) in the case of a subletting, [%] of all rent (however denominated and paid) payable by the subtenant to Sub lessee in excess of that payable by Sub lessee to Sub lessor pursuant to the other provisions of this Sublease, and

(ii) in the case of an assignment, [%] of all consideration given, directly or indirectly, by the assignee to Sub lessee in connection with such assignment. For purposes of this paragraph, the term "rent" shall mean and include all consideration paid or given, directly or indirectly, for the use of the Leased Premises or any portion thereof, and the term "consideration" shall mean and include money, services, property or any other thing of value such as payment of costs, cancellation of indebtedness, discounts, rebates and the like. Any rent or other consideration which is to be passed through to Sub lessor pursuant to this paragraph shall be paid to Sub lessor promptly upon receipt by Sub lessee and shall be paid in cash, regardless of the form in which received by Sub lessee. In the event any rent or other consideration received by Sub lessee is in a form other than cash, Sub lessee shall pay to Sub lessor in cash the fair value of Sub lessor's portion of such consideration.

b. **Events of Default:** Sub lessee's failure to timely pay any rent, taxes or other charges required to be paid pursuant to the terms of this Sublease shall constitute a material breach of this Sublease and an event of default if not paid by Sub lessee within [number] days of the date such rent, taxes or charges are payable. Events of default under this Sublease shall also include, without limitation, the events hereinafter set forth, each of which shall be deemed a material default of the terms of the Sublease if not fully cured within [number] days of occurrence. Such events shall include:
    i. Sub lessee's failure to perform or observe any term, provisions, covenant, agreement or condition of this Sublease;
    ii. Sub lessee breaches this Sublease and abandons the Leased Premises before expiration of the Term of this Sublease;
    iii. Any representation or warranty made by Sub lessee in connection with this Sublease between Sub lessee and Sub lessor proving to have been incorrect in any respect;
    iv. Sub lessee's institution of any proceedings under the Bankruptcy Act, as such Act now exists or under any similar act relating to the subject of insolvency or bankruptcy, whether in such proceeding Sub lessee seeks to be adjudicated a bankrupt, or to be discharged of its debts or effect a plan of liquidation, composition or reorganization;
    v. The filing against Sub lessee of any involuntary proceeding under any such bankruptcy laws;
    vi. Sub lessee's becoming insolvent or being adjudicated a bankrupt in any court of competent jurisdiction, or the appointment of a receiver or trustee of Sub lessee's property, or Sub lessee's making an assignment for the benefit of creditors;
    vii. The issuance of a writ of attachment by any court of competent jurisdiction to be levied on this Lease; or

viii. Any event which is an event of default under the Master Lease or which would become so with the passage of time or the giving of notice or both.

c. **Sub lessor's Remedies for Sub lessee's Default:** Upon the occurrence of any event of default described in Section 10.02 hereof, Sub lessor may, at its option and without any further demand or notice, in addition to any other remedy or right given hereunder or by law, do any of the following:

i. Sub lessor may terminate Sub lessee's right to possession of the Leased Premises by giving written notice to Sub lessee. If Sub lessor gives such written notice, then on the date specified in such notice, this Sublease and Sub lessee's right of possession shall terminate. No act by Sub lessor other than giving such written notice to Sub lessee shall terminate this Sublease. Acts of maintenance, efforts to relet the Leased Premises, or the appointment of a receiver on Sub lessor's initiative to protect Sub lessor's interest under this Sublease shall not constitute a termination of Sub lessee's right to possession. On termination, Sub lessor has the right to recover from Sub lessee:

1. The worth at the time of the award of the unpaid rent and other charges that had been earned or owed to Sub lessor at the time of termination of this Sublease;
2. The worth at the time of the award of the amount by which (a) the unpaid rent and other charges that would have been earned or owed to Sub lessor after the date of termination of this Sublease until the time of award exceeds (b) the amount of such rental loss that Sub lessee proves could have been reasonably avoided;
3. The worth at the time of the award of the amount by which (a) the unpaid rent and other charges for the balance of the term after the time of award exceeds (b) the amount of such rental loss that Sub lessee proves could have been reasonably avoided; and
4. Any other amount necessary to compensate Sub lessor for all the detriment caused by Sub lessee's failure to perform its obligations under this Sublease or which in the ordinary course of things would be likely to result therefrom, including without limitation any costs or expenses incurred by Sub lessor in recovering possession of the Leased Premises, maintaining or preserving the Leased Premises after such default, preparing the Leased Premises for reletting to a new tenant, or any repairs or alterations to the Leased Premises for such reletting, and all leasing commissions, reasonable attorney's fees, architect's fees and any other costs incurred by Sub lessor to relet the Leased Premises or to adapt them to another beneficial use. Sub lessee shall also indemnify, defend and hold Sub lessor harmless from all claims, demands, actions, liabilities and expenses (including but not limited to reasonable attorney's fees and costs) arising prior to the termination of this Sublease or arising out of Sub lessee's use or occupancy of the Leased Premises.

ii. Sub lessor may, in any lawful manner, re-enter and take possession of the Leased Premises without terminating this Sublease or otherwise relieving Sub lessee of any obligation hereunder. Sub lessor is hereby authorized, but not obligated

(except to the extent required by law), to relet the Leased Premises or any part thereof on behalf of the Sub lessee, to use the premises for its or its affiliates' account, to incur such expenses as may be reasonably necessary to relet the Leased Premises, and relet the Leased Premises for such term, upon such conditions and at such rental as Sub lessor in its sole discretion may determine. Until the Leased Premises are relet by Sub lessor, if at all, Sub lessee shall pay to Sub lessor all amounts required to be paid by Sub lessee hereunder. If Sub lessor relets the Leased Premises or any portion thereof, such reletting shall not relieve Sub lessee of any obligation hereunder, except that Sub lessor shall apply the rent or other proceeds actually collected by it as a result of such reletting against any amounts due from Sub lessee hereunder to the extent that such rent or other proceeds compensate Sub lessor for the non-performance of any obligation of Sub lessee hereunder. Such payments by Sub lessee shall be due at such times as are provided elsewhere in this Sublease, and Sub lessor need not wait until the termination of this Sublease, by expiration of the term hereof or otherwise, to recover them by legal action or in any other manner. Sub lessor may execute any lease made pursuant hereto in its own name, and the tenant thereunder shall be under no obligation to see to the application by Sub lessor of any rent or other proceeds by Sub lessor, nor shall Sub lessee have any right to collect any such rent or other proceeds. Sub lessor shall not by any re-entry or other act be deemed to have accepted any surrender by Sub lessee of the Leased Premises or Sub lessee's interest therein, or be deemed to have otherwise terminated this Sublease, or to have relieved Sub lessee of any obligation hereunder, unless Sub lessor shall have given Sub lessee express written notice of Sub lessor's election to do so as set forth herein.

iii. Even though Sub lessee has breached this Sublease and may have abandoned or vacated the Leased Premises, this Sublease shall continue in effect for so long as Sub lessor does not terminate Sub lessee's right to possession, and Sub lessor may enforce all its rights and remedies under this Sublease, including the right to recover the rent and other charges as they become due under this Lease.

iv. In the event any personal property of Sub lessee remains at the Leased Premises after Sub lessee has vacated, it shall be dealt with in accordance with the statutory procedures provided by applicable law dealing with the disposition of personal property of Sub lessee remaining on the Leased Premises after Sub lessee has vacated.

v. Sub lessor may exercise any right or remedy reserved to the Master Lessor under the Master Lease (each of which rights and remedies are hereby incorporated herein), and any other remedy or right now or hereafter available to a landlord against a defaulting tenant under applicable law or the equitable powers of its courts, whether or not otherwise specifically reserved herein.

vi. Sub lessor shall be under no obligation to observe or perform any provision, term, covenant, agreement or condition of this Sublease on its part to be observed or performed which accrues after the date of any default by Sub lessee hereunder.

vii. Any legal action by Sub lessor to enforce any obligation of Sub lessee or in the pursuance of any remedy hereunder shall be deemed timely filed if commenced

at any time prior to [number] year after the expiration of the term hereof or prior to [number] years after the cause of action accrues, whichever period expires later.

viii. In any action of unlawful detainer commenced by Sub lessor against Sub lessee by reason of any default hereunder, the reasonable rental value of the Leased Premises for the period of the unlawful detainer shall be deemed to be the amount of rent and additional charges reserved in this Sublease for such period.

ix. Sub lessee hereby waives any right of redemption or relief from forfeiture under any present or future law, if Sub lessee is evicted or Sub lessor takes possession of the Leased Premises by reason of any default by Sub lessee hereunder.

x. No delay or omission of Sub lessor to exercise any right or remedy shall be construed as a waiver of any such right or remedy or of any default by Sub lessee hereunder.

d. **Receiver:** Upon the occurrence of any event of default as defined in Article 16 b) hereof or in any action instituted by Sub lessor against Sub lessee to take possession of the Leased Premises and/or to collect Base Minimum Rent, or any other charge due hereunder, a receiver may be appointed at the request of Sub lessor to collect such rents and profits, to conduct the business of Sub lessee then being carried on in the Leased Premises and to take possession of any property belonging to Sub lessee and used in the conduct of such business and use the same in conducting such business on the Leased Premises without compensation to Sub lessee for such use. Neither the application nor the appointment of such receiver shall be construed as an election on the Sub lessor's part to terminate this Sublease unless written notice of such intention is given by Sub lessor to Sub lessee.

e. **Attorneys' Fees:** If as a result of any breach or default in the performance of any of the provisions of this Sublease, Sub lessor uses the services of an attorney in order to secure compliance with such provisions or recover damages therefor, or to terminate this Sublease or evict Sub lessee, Sub lessee shall reimburse Sub lessor upon demand for any and all attorneys' fees and expenses so incurred by Sub lessor, including without the limitation appraisers' and expert witness fees; provided that if Sub lessee shall be the prevailing party in any legal action brought by Sub lessor against Sub lessee, Sub lessee shall be entitled to recover the fees of its attorneys in such amount as the court may adjudge reasonable. Sub lessee shall advance to Sub lessor any and all attorneys' fees and expenses to be incurred or incurred by Sub lessor in connection with any modifications to this Sublease proposed by Sub lessee, any proposed assignment of this Sublease by Sub lessee or any proposed subletting of the Leased Premises by Sub lessee.

f. **Cumulative Remedies; No Waiver:** The specified remedies to which Sub lessor may resort under the terms hereof are cumulative and are not intended to be exclusive of any other remedy or means of redress to which Sub lessor may be lawfully entitled in case of any breach or threatened breach by Sub lessee of any provision hereof. If for any reason Sub lessor fails or neglects to take advantage of any of the terms of this Sublease providing for termination or other remedy, any such failure of Sub lessor shall not be deemed to be a waiver of any default of any of the provisions, terms, covenants, agreements or conditions of this Sublease. The waiver by Sub lessor of any breach of any term, condition or covenant herein contained shall not be deemed to be a waiver of

any subsequent breach of the same or any other term, condition or covenant herein contained. None of the provisions, terms, covenants, agreements or conditions hereof can be waived except by the express written consent of Sub lessor. Subsequent acceptance of rent hereunder by Sub lessor shall not be deemed to be a waiver of any preceding breach by Sub lessee of any provision, term, covenant, agreement or condition of this Sublease other than the failure of Sub lessee to pay the particular rental accepted, regardless of Sub lessor's knowledge of such preceding breach at the time of acceptance of such rent.

17. ESTOPPEL

At any time and from time to time, upon request in writing from Sub lessor, Sub lessee agrees to execute, acknowledge, and deliver to Sub lessor a statement in writing within [number] days of request, certifying that this Sublease is unmodified and in full force and effect (or, if there have been modifications, stating the modifications), the commencement and termination dates, the Base Minimum Rent, the other charges payable hereunder the dates to which the same have been paid, and such other items as Sub lessor may reasonably request. It is understood and agreed that any such statement may be relied upon by any mortgagee, beneficiary, or grantee of any security or other interest, or any assignee of any thereof, under any mortgage or deed of trust now or hereafter made covering any leasehold interest in the Leased Premises, and any prospective purchaser of the Leased Premises.

18. Force Majeure – Unavoidable Delays

Should the performance of any act required by this Sublease to be performed by either Sub lessor or Sub lessee be prevented or delayed by reason of an act of God, war, civil commotion, fire, flood, or other like casualty, strike, lockout, labor troubles, inability to secure materials, restrictive governmental laws or regulations, unusually severe weather, or any other cause, except financial inability, not the fault of the party required to perform the act, the time for performance of the act will be extended for a period equivalent to the period of delay and performance of the act during the period of delay will be excused; provided, however, that nothing contained in this section shall excuse the prompt payment of rent or other monies due by Sub lessee as required by this Sublease or the performance of any act rendered difficult solely because of the financial condition of the party, Sub lessor or Sub lessee, required to perform the act.

19. Notices

Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Sublease or by law to be served on or given to either party hereto by the other party hereto shall be in writing and shall be deemed duly served and given when personally delivered to the party, Sub lessor or Sub lessee, to whom it is directed or any managing employee of such party, or, in lieu of such personal service, [number] hours after deposit in the United States mail, certified or registered mail, with postage prepaid, or when transmitted by telecopy or facsimile addressed to the parties as set forth on the signature page hereof. Either party, Sub lessor or Sub lessee, may change the addresses herein contained for purposes of this Section by giving written notice of the change to the other party in the manner provided in this Section.

20. Amendments

No amendment, change or modification of this Sublease shall be valid and binding unless such is contained in a written instrument executed by the parties hereto and which instrument expresses the specific intention of the parties to amend, change or modify this Sublease.

21. Accord and Satisfaction

No payment by Sub lessee or receipt by Sub lessor of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the stipulated rent earliest in time, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction and Sub lessor may accept such check or payment without prejudice to Sub lessor's right to recover the balance of such rent or pursue any other remedy provided in this Sublease or by law.

22. No Agency Created

Nothing contained in this Sublease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association whatsoever between Sub lessor and Sub lessee other than sub lessor and sub lessee.

23. Brokerage Commission

Sub lessee represents that neither it nor any of its affiliates has engaged the services of any real estate broker, finder, or any other person or entity in connection with this lease transaction and therefore should Sub lessee be found to be in violation of such representation, Sub lessee shall indemnify Sub lessor against any and all claims for brokerage commissions or finders fees in connection with this transaction, and to indemnify, defend and hold Sub lessor free and harmless from all liabilities arising from any such claim, including without limitation, attorneys' fees in connection therewith.

24. Sole and Only Agreement

This instrument constitutes the sole and only agreement between Sub lessor and Sub lessee respecting the Leased Premises or the leasing of the Leased Premises to Sub lessee. Sub lessor shall have no obligations to Sub lessee, whether express or implied, other than those specifically set forth in this Sublease.

25. Severability and Governing Law

This Sublease shall be governed by the laws of the State of [state/province]. Whenever possible each provision of this Sublease shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Sublease shall be prohibited, void, invalid, or unenforceable under applicable law, such provision shall be ineffective to the extent of such prohibition, invalidity, voidability, or enforceability without invalidating the remainder of such, or the remaining provisions of this Sublease.

26. Construction and Headings

All references herein in the singular shall be construed to include the plural, and the masculine, and the masculine to include the feminine or neuter gender, where applicable, and where the context shall require. Section headings are for convenience of reference only and shall not be construed as part of this Sublease nor shall they limit or define the meaning of any provision herein. The provisions of this Sublease shall be construed as to their fair meaning, and not strictly for or against Sub lessor or Sub lessee.

27. Effect of Execution

The submission of this Sublease for examination shall not effect any obligation on the part of the submitting or examining party and this Sublease shall become effective only upon the complete execution thereof by both Sub lessor and Sub lessee.

28. Inurement

Sub lessor shall have the full and unencumbered right to assign this Sublease. The covenants, agreements, restrictions, and limitations contained herein shall also be binding on Sub lessee's permitted successors and assigns.

29. Time of Essence

Time is expressly declared to be of the essence.

30. No Light, Air or View Easement

Any diminution or shutting off of light, air or view by any structure which may be erected on lands adjacent to the Leased Premises shall in no way affect this Sublease or impose any liability on Sub lessor.

31. Triple Net Lease

It is the purpose and intent of Sub lessor and Sub lessee that this Sublease be deemed and construed to be a "triple net lease" so that Sub lessor shall receive all rentals and other sums specified hereunder during the term of this Sublease, free from any and all charges, costs, assessments, expenses, deductions and/or set-offs of any kind or nature whatsoever, and Sub lessor shall not be expected or required to pay any such charge, assessment or expense, or be under any obligation or liability hereunder, except as herein expressly set forth. All charges, costs, expenses and obligations of any nature relating to the repair, restoration, alteration, maintenance and operation of the Leased Premises shall be paid by Sub lessee, except as otherwise herein expressly set forth, and Sub lessor shall be indemnified and held harmless by Sub lessee from and against such charges, costs, expenses and obligations.

32. Authority

Each individual executing this Sublease on behalf of Sub lessee and the Sub lessee (if Sub lessee is a corporation or other entity) does hereby covenant and warrant that (i) Sub lessee is a duly authorized and validly existing entity, (ii) Sub lessee has and is qualified to do business in California, (iii) the entity has full right and authority to enter into this Sublease, and (iv) each person executing this Sublease on behalf of the entity was authorized to do so.

33. Survival

All obligations of Sub lessee under this Sublease, including without limitation the obligations to pay Base Minimum Rent, shall survive the expiration or termination of this Sublease.

34. Waiver

Sub lessee hereby waives any rights it may have under the provisions of [law or code], if applicable, and any similar statutes regarding repair of the Leased Premises or termination of this Sublease after destruction of all or any part of the Leased Premises.

35. Recordation

Sub lessee shall not record this Sublease or a short form memorandum hereof without the prior written consent of the Sub lessor.

36. Transfer of Master Lease

In the event of any assignment or transfer of the Master Lease by Sub lessor to any other party or entity, Sub lessor shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Sublease arising out of any act, occurrence or omission occurring after the consummation of such assignment or transfer; and the assignee or such transferee shall be deemed, without any further agreement between parties or their successors in interest or between the parties and any such assignee or transferee, to have assumed

and agreed to carry out any and all of the covenants and obligations of the Sub lessor under this Sublease. Sub lessee hereby agrees to attorney to any such assignee or trustee. Sub lessee agrees to execute any and all documents deemed necessary or appropriate by Sub lessor to evidence the foregoing.

37. Subordination, Atonement

Without the necessity of any additional document being executed by Sub lessee for the purpose of effecting a subordination, this Sublease shall in all respects be subject and subordinate at all times to the lien of any mortgage or deed of trust which may now exist or hereafter be executed in any amount for which the Leased Premises or Sub lessor's interest or estate is specified as security. Notwithstanding the foregoing, Sub lessor shall have the right to subordinate or cause to be subordinated any lien or encumbrance to this Sublease. In the event that any mortgage or deed of trust is foreclosed or a conveyance in lieu of foreclosure is made for any reason, Sub lessee shall, notwithstanding any subordination, atone to and become the sub lessee of the successor in interest to Sub lessor, at the option of such successor in interest. Sub lessee covenants and agrees to execute and deliver, upon demand by Sub lessor and in the form requested by Sub lessor, any additional documents evidencing the priority or subordination of this Sublease.

38. No Merger

The voluntary or other surrender of this Sublease by Sub lessee, or a mutual cancellation hereof, shall not work a merger, and shall, at the option of Sub lessor, terminate all or any existing subleases or sub tenancies or may, at the option of Sub lessor, operate as an assignment to Sub lessor of any or all such subleases or sub tenancies.

39. Right of Sub lessor to Perform

All terms, covenants and conditions of this Sublease to be performed or observed by Sub lessee shall be performed or observed by Sub lessee at its sole cost and expense and without any reduction of rent of any nature payable hereunder. If Sub lessee shall fail to pay any sum of money, other than rent required to be paid by it hereunder or shall fail to perform any other term or covenant hereunder on its part to be performed, Sub lessor, without waiving or releasing Sub lessee from any obligation of Sub lessee hereunder, may, but shall not be obligated to, make any such payment or perform any such other term or covenant on Sub lessee's part to be performed. All sums so paid by Sub lessor and all necessary costs of such performance by Sub lessor, together with interest thereon from the date of payment at the rate eighteen percent (18%) or the highest rate permissible by law, whichever is less, shall be paid, and Sub lessee covenants to make such payment, to Sub lessor on demand, and Sub lessor shall have, in addition to any over right or remedy of Sub lessor, the same rights and remedies in the event of non-payment thereof by Sub lessee as in the case of failure in the payment of rent hereunder.

40. Modification for Lender

If, in connection with obtaining any type of financing, Sub lessor’s lender shall request reasonable modifications to this Sublease as a condition to such financing, Sub lessee shall not unreasonably withhold, delay or defer its consent thereto, provided such modifications do not materially adversely affect Sub lessee's rights hereunder.

41. Sub lessor’s Personal Liability

The liability of Sub lessor to Sub lessee for any default by Sub lessor under the terms of this Sublease shall be limited to the interest of Sub lessor in the Leased Premises and Sub lessee agrees

to look solely to Sub lessor's interest in the Leased Premises for the recovery of any judgment from Sub lessor, it being intended that Sub lessor shall not be personally liable for any judgment or deficiency.

42. Breach by Landlord.

Sub lessor shall not be deemed to be in breach in the performance of any obligation required to be performed by it hereunder unless and until it has failed to perform such obligation within [number] days after written notice by Sub lessee to Sub lessor specifying wherein Sub lessor has failed to perform such obligation; provided, however, that if the nature of Sub lessor's obligation is such that more than [number] are required for its performance then Sub lessor shall not be deemed to be in breech if it shall commence such performance within such [number] day period and thereafter diligently prosecute the same to completion. In any event, Sub lessee must bring an action for breach of this Sublease within [number] year of Sub lessor's breach or be deemed to have waived the breach and not harmed thereby.

43. Survival of Indemnities

The obligations of the indemnifying party under each and every indemnification and hold harmless provision contained in this Sublease shall survive the expiration or earlier termination of this Sublease to and until the last to occur of (a) the last date permitted by law for bringing of any claim or action with respect to which indemnification may be claimed by the indemnified party against the indemnifying party under such provision or (b) the date on which any claim or action for which indemnification may be claimed under such provision is fully and finally resolved and, if applicable, any compromise thereof or judgment or award thereon is paid in full by the indemnifying party and the indemnified party is reimbursed by the indemnifying party for any amounts paid by the indemnified party in compromise thereof or upon a judgment or award thereon and in defense of such action or claim, including attorneys' fees incurred.

44. OPTION TO RENEW

Subject to the receipt by lessee of an extension of the original lease agreement for a sufficient duration to include this renewal, at any time before the commencement of the last calendar month of the first term of this sublease agreement, sub lessee is granted the option and privilege of extending and renewing the term of this sublease agreement for an additional [number]-year period at an annual rental to be agreed on or arbitrated as provided in this sublease agreement.

45. Meaning of Consent

Whenever an act or provision contained in this Sublease is conditioned upon the consent or approval of Sub lessor, this shall be interpreted to mean, unless otherwise specified to the contrary, that the Sub lessor has the full unconditional right and sole discretion as to whether or not to give its consent, which may only be given in writing

46. Quiet Enjoyment

If sub lessee performs the terms of this sublease agreement, lessee will warrant and defend sub lessee in the enjoyment and peaceful possession of the demised premises during the term of this sublease agreement without any interruption by lessee or lessor or either of them or any person rightfully claiming under either of them.

47. Master Lease

Notwithstanding anything in this Sublease to the contrary, the rights of Sub lessee shall be subject to the terms and conditions contained in the lease ("Master Lease") between Sub lessor and the owner of the Leased Premises (the "Master Lessor"), as it may be amended from time to time. Sub lessee shall assume and perform and comply with the obligations of the lessee under the Master Lease to the same extent as if references to the Sub lessor therein were references to Sub lessee (all of which obligations are hereby incorporated herein), including, without limitation, the payment of any and all costs, expenses, charges, fees, taxes, payments or other monetary obligations (except for minimum rent and percentage rent) for which Sub lessor is liable or responsible under the Master Lease, as such costs, expenses, charges, fees, taxes, payment or other monetary obligations come due. Sub lessee shall not commit or permit to be committed on the Leased Premises any act or omission which shall violate any term or condition of the Master Lease. Notwithstanding anything in this Sublease to the contrary, the effectiveness of this Sublease shall be conditioned upon Sub lessor obtaining the written consent of the Master Lessor (if such consent is required under the Master Lease), in form and substance satisfactory to Sub lessor, within ten (10) days of the date hereof. If the Master Lease terminates for any reason, this Sublease shall terminate coincidentally therewith without any liability of Sub lessor to Sub lessee.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

SUB LESSOR	SUB LESSEE
Authorized Signature	Authorized Signature
Print Name and Title	Print Name and Title

EXHIBIT A
TO SUBLEASE
DESCRIPTION OF LEASED PREMISES

How to Register and Transfer a Land Title in Uganda

After you have purchased your piece of land – now it's time to transfer your land title into your names. The process seems complicated on the outside but when you look closer, it is simplified into a few steps explained below using land in Kampala as a case study – let's dive in.

REQUEST A SEARCH AND CONSENT FORM

The first step in registering land is always requesting this form. The ministry of Land gives you a request form where you fill out the details about the land to be searched.
The registry also provides a Bank Advice Form, which is used to pay cash in the bank for this search. This form serves two purposes as it is the same form used during the payment of taxes. Even in cases of freehold ownership, one does not have to request consent to transfer. This form will be used to determine the amount of tax payments owed and to make payments.

PAY SEARCH FEE After obtaining the Bank Advice Form, you can go ahead and make a payment in the designated bank upon which a receipt is granted. This receipt has to be presented at the registry before the search is conducted.

CONDUCT THE SEARCH AND DRAFT THE AGREEMENT

After payment, the search is conducted at the registry. The receipt of payment for the search has to be presented before the search can be conducted. It is also at this point that one picks up the consent to transfer application. After this, an agreement is drafted. This is usually drafted by a lawyer and although it is not mandatory, this is common practice.

VALUATION OF PROPERTY

This is usually done by the Chief Government Valuer's office. This is to mainly determine the value of the property for transfer purposes, assessment purposes, and also for payment of stamp duty.

OBTAIN CLEARANCE FORM AND ASSESSMENT OF STAMP DUTY

After the valuer has approved the cost of the property, the file is taken to URA where an assessment form for stamp duty is provided. However, anyone purchasing land valued at more than Shs 50m must provide an income tax clearance indicating their source of income for tax purposes.

PAYMENT OF STAMP DUTY

Stamp duty is then paid in the designated commercial bank. Here, it is required that payment is only made at the designated commercial bank. The bank then notifies URA that the payment has been made. There is a reconciliation process between the bank and the revenue authority which takes three working days.

CONSENT TO TRANSFER BY THE LAND BOARD IN KAMPALA

The transfer forms are then taken to the land board in Kampala for consent. Here, the receipts of payment of consent forms must be presented. However, if companies are involved in the transaction, they must file with the company's registry for a special authorization which costs a fee of 20,000 shillings.

ASSESSMENT OF REGISTRATION FEES

The sales agreement is then presented to Kampala Capital City Authority to approve the registration fee. An assessment form is then provided with a registration fee to be paid at the designated bank. The documents include a signed sales agreement, a receipt of payment of the stamp duty, and the company's resolutions to buy and sell.

TRANSFER DOCUMENTS ARE THEN KEPT AT THE REGISTRY OF LANDS.

The transfer documents are later stored at the Registry of lands and then transmitted to the Registrar who passes the instrument of transfer. It is then later sent to the commissioner in charge of land

registration for verification. The registrar cancels out the old owner and replaces him with the new owner in handwriting. The buyer and seller are required to provide passport photos for this process. To round it up, land transfer documents include receipts of payment for registration fees and stamp duties, plus passport photos of both the seller and buyer of the property.

How to Transfer Mailo land

Step 1 The Applicant must have in his/her possession fully completed set of Transfer forms which include a Transfer form and two Consent forms, A photocopy of the duplicate certificate of title and two authentic Passport photographs of the buyer and seller.

Step 2 The Applicant presents the documents to the Valuation Division for valuation assessment for Stamp duty. The Applicant checks with the Valuation Division within a period of 3 working days to pick the form and proceed to pay stamp duty and registration fees in the Bank. Stamp duty is 1% of the value of the land. Assessment for payment of Registration fees is done by the respective District Cashiers.

Step 3 Pay the fees in the Bank, get a receipt and your Transfer form embossed. Submit all documentation together with the Duplicate Certificate of Title, receipts and photocopies of all documents to the Mailo Registry.

Step 4 the photocopy is stamped 'Received'. The applicant is asked to check after 10 working days.

Step 5 The Applicant presents identification documents and the Photocopies to collect the Duplicate Certificate of Title. The applicant signs for the Title and the Photocopy is stamped 'Returned' on completion. Documents required: Duplicate Certificate of Title, set of Passport photographs, embossed Transfer form and consent form and General receipts of Payment. Fees paid: Stamp duty- 1% of the value of the land; and Registration fees – 10,000/= **Termination of lease obligation**

This Release Agreement (the "Agreement") is made and effective [DATE],

BETWEEN: [LESSOR NAME] (the "Lessor"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [LESSEE NAME] (the "Lessee"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

TERMS

On [date], a lease agreement was executed between Lessor and Lessee for the premises located at [address], a copy of which is attached hereto and made a part hereof.

[facts giving rise to this release]

The parties desire to settle all claims of Lessor with respect to said lease and to terminate all obligations of either party thereunder.

Therefore, in consideration of [amount], from Lessee, receipt of which is hereby acknowledged, Lessor does hereby release Lessee from all obligations and duties of Lessee set forth in the above referenced lease. Lessor, for himself, his heirs, his legal representatives and his assigns also releases Lessee, his heirs, his legal representatives and his assigns from all claims, demands and causes of

action that lessor had, has or may have against lessee or against his heirs, legal representatives or assigns in regard to said lease.

In consideration of the release set forth above, Lessee hereby surrenders all rights in and to the subject leased premises. That possession of said premises shall be delivered up to Lessor immediately upon the execution of this instrument, and that Lessor is relieved of any responsibilities or obligations under the aforementioned lease.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

LESSOR	LESSEE
Authorized Signature	Authorized Signature
Print Name and Title	Print Name and Title

EVICTIONS.

March 8, 2023

Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

Object: 5-Day Notice To Quit
Dear [Contact name],
TAKE NOTICE, that you are hereby required to quit, and deliver up to the undersigned the possession of the premises now held and occupied by you, being the premises known as:

[Describe]
at the expiration of 5 days commencing on [Date] and ending on [Date].
This Notice to Quit specifically terminates any oral/written agreement you may have with respect to the said premises at the date specified above.
THIS IS INTENDED as a 5-day notice to quit, for the purpose of terminating your tenancy aforesaid.
Sincerely,

Your name
Your title
Telephone contact

youremail@yourcompany.com
CERTIFIED MAIL, Return Receipt Requested

March 8, 2023
Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

Object: notice to pay rent or quit

Dear [Contact name],

WITHIN THREE DAYS after service on you of this notice you are hereby required to pay the rent of the premises hereinafter described, of which you now hold possession amounting to the sum of [Amount] enumerated as follows:

$	DUE	FROM	[Date]	TO	[Date]
$	DUE	FROM	[Date]	TO	[Date]
$	DUE FROM [Date] TO [Date]				

OR QUIT AND DELIVER UP THE POSSESSION OF THE PREMISES. The premises herein referred to are situated in [City, State/Province].

YOU ARE FURTHER NOTIFIED THAT if you do not comply with either of the above the undersigned does hereby elect to declare the forfeiture of your lease or rental agreement under which you hold possession of the above-described premises and lessor will institute legal proceedings to recover rent and possession of said premises.

Sincerely,

Your name
Your title
Telephone contact
youremail@yourcompany.com

CERTIFIED MAIL, Return Receipt Requested

March 8, 2023

Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

Object: notice to quit for non-payment of rent

Dear [Contact name],

You are hereby notified to quit and deliver up the premises you hold as our tenant, namely:

[Describe premises]

You are to deliver up said premises on or within [Number] days of receipt of this notice. This notice is provided due to non-payment of rent. The present rent arrearage is in the amount of [Amount]. You may redeem your tenancy by full payment of said arrears within [Number] days.
Sincerely,
Your name
Your title
Telephone contact
youremail@yourcompany.com
CERTIFIED MAIL, Return Receipt Requested

March 8, 2023
Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

Object: notice to quit for non-payment of rent

Dear [Contact name],

You are hereby notified to quit and deliver up the premises you hold as our tenant, namely:

[Describe premises]

You are to deliver up said premises on or within [Number] days of receipt of this notice. This notice is provided due to non-payment of rent. The present rent arrearage is in the amount of [Amount]. You may redeem your tenancy by full payment of said arrears within [Number] days.
Sincerely,
Your name
Your title
Telephone contact
youremail@yourcompany.com
CERTIFIED MAIL, Return Receipt Requested

March 8, 2023
Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

Object: notice to tenant of rent default

Dear [Contact name],
This notice is in reference to the following described lease:
[Describe lease]
Please be advised that as of [Date], you are in **DEFAULT IN YOUR PAYMENT OF RENT** in the amount of [Amount].
If this breach of lease is not corrected within [Number] days of this notice, we will take further action to protect our rights, which may include termination of this lease and collection proceedings. This notice is made under all applicable laws. All of our rights are reserved under this notice.
Sincerely,
Your name
Your title
Telephone contact
youremail@yourcompany.com
CERTIFIED MAIL, Return Receipt Requested

THE DOCTRINE OF NOTICE.
March 8, 2023

Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

Object: notice of termination of lease

Dear [Contact name],
This is to notify you to quit and deliver up possession of [ADDRESS], which you presently occupy as our tenant, by [DATE]. This notice is given pursuant to paragraph [Insert paragraph number of lease agreement which provides for termination on 7 days notice] of your lease agreement.
NOTICE IS FURTHER GIVEN that if you fail to vacate the above-described premises on or before the date specified in the paragraph above, the lessor will institute Unlawful Detainer proceedings against you to recover possession of the premises, treble damages, attorney fees and costs.
We remind you of your obligation to leave the premises in a reasonable condition at the end of your tenancy.
Thank you for you cooperation.
Sincerely,
Your name
Your title
Telephone contact
youremail@yourcompany.com
CERTIFIED MAIL, Return Receipt Requested

March 8, 2023
Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

Object: notice of change in rent

Dear [Contact name],

Please be advised that pursuant to the terms of that certain [Lease/rental agreement] dated [Date], your rent for the space at [Address] will increase to [Amount] per month, effective [Date].

Let me know if you have any questions.

Sincerely,

Your name

Your title
Telephone contact
youremail@yourcompany.com

March 8, 2023
Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

Object: notice of exercise of lease option

Dear [Contact name],

I elect to exercise the option to [Renew or extend] the lease agreement as provided in Section [Specify] of our lease agreement, dated [Date], for an additional period of [Number] years, commencing on [Date], and terminating on [Date].

I will continue to abide by all other terms and conditions of the lease agreement including the provision for payment of rent on a monthly basis.

I request that you send me a written reply acknowledging receipt of this renewal notice.
Sincerely,
Your name
Your title
Telephone contact
youremail@yourcompany.com

March 8, 2023
Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

Object: notice of exercise of purchase option

Dear [Contact name],

Please acknowledge that the undersigned, nominee [Name], in an option given by you, on [Date], for the purchase of property at [Full address], has chosen to exercise and accept the option and agrees to all its terms and provisions.

We would like to thank you for your collaboration. We will be contacting you soon to finalize an agreement.
Sincerely,
Your name
Your title
Telephone contact
youremail@yourcompany.com

March 8, 2023

Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

Object: notice of exercise of lease option

Dear [Contact name],

I elect to exercise the option to [Renew or extend] the lease agreement as provided in Section [Specify] of our lease agreement, dated [Date], for an additional period of [Number] years, commencing on [Date], and terminating on [Date].
I will continue to abide by all other terms and conditions of the lease agreement including the provision for payment of rent on a monthly basis.
I request that you send me a written reply acknowledging receipt of this renewal notice.
Sincerely,
Your name
Your title
Telephone contact
youremail@yourcompany.com
March 8, 2023

Contact Name
Address
Address2
City, State/Province

Zip/Postal Code

Object: notice of exercise of purchase option

Dear [Contact name],

Please acknowledge that the undersigned, nominee [Name], in an option given by you, on [Date], for the purchase of property at [Full address], has chosen to exercise and accept the option and agrees to all its terms and provisions.
We would like to thank you for your collaboration. We will be contacting you soon to finalize an agreement.

Sincerely,

Your name
Your title
Telephone contact
youremail@yourcompany.com

March 8, 2023

Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

Object: notice of lease default

Dear [Contact name],

You are presently in breach of [SECTION REFERENCE] of your lease of [ADDRESS] by reason of [SPECIFY BREACH].

Please remedy this situation within a reasonable time or we will terminate the lease.

Thank you for your collaboration in this matter,
Sincerely,

Your name
Your title

Telephone contact
youremail@yourcompany.com

March 8, 2023
Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

Object: notice of bulk transfer

Dear [Contact name],

You are presently in arrears of rent in the amount of [AMOUNT] in connection with your lease of [ADDRESS].

Please remedy this situation within [Number] days of the date of this letter or we will terminate the lease and institute collection proceedings without further notice to you.

Sincerely,

Your name
Your title
Telephone contact
youremail@yourcompany.com

March 8, 2023
Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

Object: notice of right of rescission

Dear [Contact name],

You have entered into a transaction on [Date] which may result in a lien, mortgage or other security interest on your real estate property. You have a legal right under [Law] to cancel this transaction, if you desire to do so, without any penalty or obligation, within [Number] business days from the above date or any later date on which all material disclosures required under the [Law or Act] have been given to you.

If you so cancel the transaction, any lien, mortgage or other security interest arising from this transaction is automatically void. You are also entitled to receive a refund of any down payment or other consideration if you cancel.
If you decide to cancel this transaction, you may do so by notifying [Name] at [Address] by mail or fax sent not later than midnight of [Date]. You may also use any other form of written notice identifying the transaction if it is delivered to the above address not later than that time.
Sincerely,
Your name
Your title
Telephone contact
youremail@yourcompany.com

March 8, 2023
Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

Object: notice to terminate tenancy-at-will

Dear [Contact name],
Take notice, that pursuant to the provisions of paragraph [Number] of that certain Lease under which you hold possession of the hereinafter described premises, I have elected to terminate said lease as of [Date]; said lease is being terminated [Set forth reason for termination] and you are hereby required to quit and deliver up possession of the premises on or before the above-mentioned date.
The lease above mentioned is between [Name], as Lessor, and [Contact name] as Lessee, is dated [Date] and covers the property commonly known as:
[Describe]

Your collaboration would be much appreciated .

Sincerely,
Your name
Your title

Telephone contact
youremail@yourcompany.com
March 8, 2023

Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

Object: notice to terminate tenancy-at-will

Dear [Contact name],

You are hereby notified that the undersigned shall terminate its tenancy on the premises known as [Describe], effective at the end of the next month of the tenancy, beginning after this notice.

We shall deliver possession at that time. We thank you in advance for your collaboration.

Sincerely,

Your name
Your title
Telephone contact
youremail@yourcompany.com

March 8, 2023
Contact Name
Address
Address2
City, State/Province
Zip/Postal Code

Object: we want to welcome you!

Dear [Contact name],

You probably know already that the building where your offices are has changed hands. Tenants sometimes feel some apprehension when a changeover occurs, so we would like to take this opportunity to clear the air by letting you know exactly what you can expect in the future.

PAYMENT BY CHECK OR MONEY ORDER: Since it is unwise for anyone to keep or carry cash around in large quantities, we request that you pay your rent by check or money order (made payable to us). This will protect both you and the management.

PROMPT PAYMENT: You are expected to pay your rent within three days after the due date. For example, rent due on the first must be paid by the fourth at the very latest.

MAINTENANCE: We expect you to pay your rent promptly, and you can expect us to respond promptly to any maintenance problems that arise. Sometime within the next week, we will visit you to inspect for any building maintenance work that should be taken care of. You can help us by making a list of work that needs doing around the house.

RENTAL AGREEMENT: We will stop by soon to explain the standard rental agreement to you, and we will leave you a copy of your own.

We hope that this is the beginning of a long-lasting business relationship and we will do everything possible to answer your needs as promptly as we can.

Sincerely,
Your name
Your title
Telephone contact
youremail@yourcompany.com
A COMMISSIONER FOR OATHS
DRAWN & FILED BY:
The APPLICANT

THE REPUBLIC OF UGANDA
IN THE…… COURT OF……HOLDEN AT ……
CRIMINAL APPN NO ……OF …….

(Arising from Criminal Appeal NO……. of 20)

……. APPLICANT/ APPELANT
VS
UGANDA……. RESPONDENT/ PROSECUTOR

Notice of motion

(Under Article 23 (6), Section 40, 47 of the Criminal Procedure Code Act Cap116, Section 132(4) of the penal Code Act Cap 120)
Take Notice that this Honourable Court shall be moved on the… day of ……. 20.. or soon thereafter as the Applicant will be heard on an Application for orders that.
1. That the Applicant be granted bails pending the hearing of his Bail filed in the High Court / court of Appeal vide Criminal Appeal No……. of 20...
Take further notice that this Application is supported by the Affidavit of…….
the Applicant herein which shall be read and relied on at the hearing but briefly they are as follows.

1. That there is a possibility of substantial delay with the Appeal
2. That the Appeal has a reasonable ground of success.
3. That the Applicant is a first-time offender.
4. That the offence the Appellant was convicted of did not involve personal violence.
5. That it is in the interest of justice that this application is granted.

Dated at ……. this ……. day of ……20...…….

APPLICANT

Lodged in the Court Registry this ……. Day of ……. 20..

……

ASSISTANT REGISTRAR

THE REPUBLIC OF UGANDA
IN THE ……. COURT OF …….
HOLDEN AT…….
CRIMINAL APPN NO…… OF ……20... (ARISING FROM CRIMINAL APPEAL NO…… OF 20.)
…… : APPLICANT/ APPELLANT
VS
UGANDA :: RESPONDENT.

Affidavit in support of notice of motion:

I……..…….. Of do solemnly make oath and swear/ affirm
That that:

1. I am male / female Adult Ugandan of sound min the Applicant/ Convict herein and therefore having capacity to depone to this Affidavit.

2. That I was charged and convicted to Years in prison for the offence of …… contrary to section… of the penal code Act.

3. That prior to my conviction I was granted bail by the High/Magistrate court and I dully abided by the terms of the bail and also dully attended court on dates I was scheduled to attend**.(see attached copies of Bail forms for ease of reference)**

4. That I have never been convicted of any other offence and I am a first-time offender.

5. That I have appealed against the decision of the lower court and there I a possibility of success in the Appeal **(attached is a copy of Memorandum of Appeal and records of the lower court proceedings).**

6. That there is a likely hood that the appeal will take a long time to be disposed of by this Honorable Court.

7. That I have substantial sureties within the Jurisdiction of this Honorable court who will undertake that I attend court whenever required.

8. That whatever I have stated herein is true and correct to the best of my knowledge and belief and whatever is from without the source is disclosed.

Sworn at on the

……day of…… 20... By the said

…… ……..

Deponent

BEFORE ME

……..

JUSTICE OF PEACE

Drawn and filed by:
THE APPLICANT

A sentence of imprisonment.

THE REPUBLIC OF UGANDA

A WARRANT OF COMMITMENT ON A SENTENCE OF IMPRISONMENT
IN THE…… COURT OF…….
HOLDEN AT……
TO:

THE SUPERINTENDENT OF THE PRISON…….…….
WHEREAS on the ……. Of …….20... The 1st 2nd prisoner in the case No of the calendar of 20… was convicted before me
……
…….

Of the offence of ……..…… under section and was sentenced to ……

THIS IS TO AUTHORISE AND REQUIRE YOU, the said Superintendent, to receive the said into your custody in the said prison together with this
warrant, and there carry the aforesaid sentence into execution according to the law.

Given under my hand and seal of this court, this……day of 20…….

……..
JUDGE/ MAGISTRATE.

THE REPUBLIC OF UGANDA

IN THE…… COURT OF…….
HOLDEN AT…….
CRIMINAL APPEAL NO ……. OF 20...

UGANDA PROSECUTOR
VERSUS
ACCUSED

Notice of appeal

TAKE NOTICE that the Convict/ intended Appellant, being dissatisfied with the judgment of the Hon. ……. given at …….……. on the day of …… 20..., intends to appeal to the High Court / Court of Appeal of Uganda against the whole of the said judgment / conviction/ Sentence.

The addressof service for the intended Appellant is …….. It is intended to serve copies of this Notice on:

(a) The Registrar, High Court / Court of Appeal of Uganda at Kampala.

(b) The Resident State Attorney

Dated at ……. This…….day of……20.....

APPELLANT.

LODGED in the High Court Registry at Kampala this day of 20.

REGISTRAR

Under Section 93 of the Land Act Cap 227 provides that the minister may by statutory instrument with the approval of parliament, make regulations generally for better carrying into effect of the provisions of this Act. Therefore, refer to Statutory Instruments of 2004 no.100. The land regulations, 2004.

Documents For Transferring Land

THE REGISTRATION OF TITLES ACT

BLOCK ……..……..
DISTRICT…….……. **PLOT** …….
Mailo/Freehold/Leasehold Register Volume ……...……. Folio …...……...…….

TRANSFER

I……..……..……
……
……...……..of (Address)

P.O.Box…….……
…… Mobile Phone no ……
…...….

Email……..……
……
……

Son/daughter
of……..……
……. of
……..Clan being the registered proprietor of the land comprised in the above Title in consideration of the sum of shillings …… paid to me by the purchaser on or before the execution of these presents the receipt thereof I hereby acknowledge **DO THEREBY TRANSFER** all that piece of
land (part of the land comprised in the above Title) which is delineated to the plan annexed hereto and thereon edged in red and now Plot number……
to…….
…….... (name) herein called the purchaser of (Address) P.O.Box…….…….……
……..…… Mobile Phone no
……...
……...….
Email……..……..……
……

Son/Daughter of…….…….of ……..……... clan to **HOLD** the purchase for all my estate and interest herein.

Dated this ……..….. day of ……...……..…….. 20___.

SIGNED by the said ……
……

SIGNATURE OF VENDOR

In the presence of:
Witness (name): …….…….
Address :(Box no/ Mobile no/ Email): …….…….
Qualification:……..……..….
Signature……

SIGNED by the said …….
……
SIGNATURE OF PURCHASER
In the presence of:
Witness (name) …….……
Address (Box no/ Mobile no/ Email): …….
Qualification:……..…….…
Signature…….

LAND

FORM 6 CONSENT

UG.SHS._____ The Commissioner of Lands and Surveys

P. O. Box 7061
KAMPALA

APPLICATION FOR CONSENT TRANSFER
(To be submitted in duplicate)

Freehold/Leasehold Register Volume ……..…….. Folio ……..……. Block ……..…… Plot ……..…… Land situated ……..……
…….
Area ……...……
……...
User……
……...
Tenure……
……
Details of Land development carried out……...……..

(TICK AS APPROPRIATE)
IF LEASEHOLD

(a) Initial period/Full Time
(b) Attach ground rent receipt for last five years.

I/WE HEREBY APPLY for consent under Section 22(5) (c) (i) of the Public Lands Act to the Transfer/Sublease of the above premises and also under Section 10 of Decree No. 3 of 1975.

FROM
Name:……..……
…….
Address(Box no/ Mobile no/ Email): ……..……...…….
Nationality:……
……

TO
Name:……
……
Address(Box no/ Mobile no/ Email): ……...…….
Nationality:……
……

TRANSFER

Consideration:
……...……
……..
SUBLEASE:
Premium (if any)…….…….. Rent
…….....……. Per Annum
Term ……... Rent
…….…. Per Annum
…….……I am the undersigned hereby declare that the information given in this application is correct to the best of my knowledge and belief.

……..……
SIGNATURE OF APPLICANT OR HIS/THEIR ADVOCATE FOR OFFICIAL USE ONLY

For the purposes of the Stamps Act (Cap.172) and Finance Act (No.7 of 1982), I hereby assess the value of the property as:-

Ug. Shs.
……..……
……...……..
(Words Ug.Shillings)
……..……...……...
…..
Date
……...……...……
…….

…….……..……..
CHIEF GOVERNMENT VALUER

For the purpose of Section 22 (5) (i) of the public Lands Act, 1969 and Section 10 of Decree No.3 of 1975; I hereby
CONSENT / DO NOT CONSENT SUBJECT TO THE ZONING schedule to the above application for **TRANSFER/SUB-LEASE**.

…….……
COMMISSIONER FOR LANDS AND SURVEYS
Date…….……
LAND FORM 6 CONSENT
UG.SHS._____ The Commissioner of Lands and Surveys
P. O. Box 7061
KAMPALA

APPLICATION FOR CONSENT TRANSFER
(To be submitted in duplicate)

Freehold/Leasehold Register Volume ……..…….. Folio ……..……. Block ……..…… Plot ……..…… Land situated ……..…… ……
Area ……..……...
User……...
Tenure……
Details of Land development carried out……..……..

(TICK AS APPROPRIATE)
IF LEASEHOLD
(a) Initial period/Full Time
(b) Attach ground rent receipt for last five years.

I/WE HEREBY APPLY for consent under Section 22(5) (c) (i) of the Public Lands Act to the Transfer/Sublease of the above premises and also under Section 10 of Decree No. 3 of 1975.

FROM
Name:……..……
Address(Box no/ Mobile no/ Email): ……..……...…….
Nationality:……

TO
Name:……
Address(Box no/ Mobile no/ Email): ……...…….
Nationality:……

TRANSFER
Consideration: ……...……..

SUBLEASE:

Premium (if any)……..…….. Rent …….....……. Per Annum
Term ……... Rent ……..…. Per Annum
…….……I am the undersigned hereby declare that the information given in this application is correct to the best of my knowledge and belief.

……..……
SIGNATURE OF APPLICANT OR HIS/THEIR ADVOCATE FOR OFFICIAL USE ONLY

For the purposes of the Stamps Act (Cap.172) and Finance Act (No.7 of 1982), I hereby assess the value of the property as:-

Ug. Shs. ……..…… ……...……..
(Words Ug.Shillings) ……..……...……... …..
Date ……...……...…… …….

……..……..……..
CHIEF GOVERNMENT VALUER

For the purpose of Section 22 (5) (i) of the public Lands Act, 1969 and Section 10 of Decree No.3 of 1975; I hereby **CONSENT / DO NOT CONSENT SUBJECT TO THE ZONING** schedule to the above application for **TRANSFER/SUB-LEASE**.

…….……
COMMISSIONER FOR LANDS AND SURVEYS
Date…….……

CHAPTER TWENTY THREE
SMART CITIES

Definition

Smart cities were defined by the British Standards Institute as "the effective integration of physical, digital and human systems in the built environment to deliver a sustainable, prosperous and inclusive future for its citizens"240. Complementarily, a smart city can be defined as an urban area (encompassing possibly different areas and scales of the city street, plaza, neighbourhood, or, ultimately, an entire city) that uses electronic data collection sensors located in infrastructures, buildings, vehicles, institutions, and devices (IoT, Internet of Things) to supply real time information of the main cities 'operating systems. The latter include energy, transportation, water supply, sewage, waste, law enforcement, and information and communication.

All sensorized data is integrated into information and communication technology (ICT) platforms to allow city managers and decision-makers to optimize the efficiency and resilience of city operations and services by connecting and commanding those systems remotely, but also to connect to and communicate with stakeholders (citizens, companies, institutions, and civic organizations).In a smart city setting, city officials can also foster participatory governance, increase collaboration among different economic actors, encourage innovative business models in both the private and public sectors, and, ultimately, promote a more urban sustainable development and more competitive and attractive business and creative environment.

According to Hall et al[241], a city that monitors and integrates conditions of all of its critical infrastructures, including roads, bridges, tunnels, rails, subways, airports, seaports, communications, water, power, and even major buildings, can better optimize its resources, plan its preventive maintenance activities, and monitor security aspects while maximizing services to its citizens

According to Marsal-Llacuna et al, Smart cities initiatives try to improve urban performance by using data, information, and information technologies (IT) to provide more efficient services to citizens, to monitor and optimize existing infrastructure, to increase collaboration among different economic actors, and to encourage innovative business models in both the private and public sectors.

Zygiaris, defined a smart city as a certain intellectual ability that addresses several innovative socio-technical and socioeconomic aspects of growth. These aspects lead to smart city conceptions as "green" referring to urban infrastructure for environment protection and reduction of CO2 emission, "interconnected" related to revolution of broadband economy, and "intelligent" declaring the capacity to produce added value information from the processing of

[240] (bsi 2014)

[241]2015

city's real-time data from sensors and activators, whereas the terms "innovating" and "knowledge" cities interchangeably refer to the city's ability to raise innovation based on knowledgeable and creative human capital

Evolution of smart cities concept

The concept of SC has come up in the late 1990s based on the idea that there should be an integration among the systems related to the services that assist living in urban areas, connecting human and technological capital and seeking ways to improve the relations between the city and its population242. The notion of SC has become more and more popular in the academic literature243 and the international contributions in this field are increasing in number244. Scholars have proposed different definitions of SC, but all agree that a SC includes technologies and knowledge aimed at connecting people, develop intelligent buildings and enhancing transport systems[245]

However, there is still no consensus about what really makes a city smarter and the notion of SC is not yet shared[246]. Also, SCs are going to face new challenges such as the acceptance of latest technological paradigms in order to take into account local cultural differences and adaptation of information technologies to the local area wherein smart programs are developed[247].

Furthermore, a multitude of definitions of SC are available, but none is universally acknowledged[248].The increasing diffusion of models, standards and definitions of SC is creating ambiguity and makes it difficult to estimate whether SCs are aligned with the original expectations and the ideals claimed by their promoters. In fact, during the first development phases expectations of SC benefits were high. In particular, SCs were considered as levers to create advantages for citizens in terms of wellbeing, social inclusion, quality of environment and intelligent development[249].

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[242] l.h.c. pinochet, g.f. romani, c.a. de souza, g. Rodríguez-abitia
Intention to live in a smart city based on its characteristics in the perception by the young public

[243] v. Albino, u. Berardi, r.m. dangelico
Smart cities: definitions, dimensions, performance, and initiatives

[244] r. Jucevičius, i. Patašienė, m. Patašius
Digital dimension of smart city: critical analysis

[245] g. Yadav, s.k. mangla, s. Luthra, d.p. rai Developing a sustainable smart city framework for developing economies: an indian context

[246]l.h.c. pinochet, g.f. romani, c.a. de souza, g. Rodríguez-abitia Intention to live in a smart city based on its characteristics in the perception by the young public

[247]s.m. sepasgozar, s. Hawken, s. Sargolzaei, m. Foroozanfa Implementing citizen centric technology in developing smart cities: a model for predicting the acceptance of urban technologies

[248] g. Grossi, d. Pianezzi Smart cities: utopia or neoliberal ideology?

[249] r. Saborido, e. Alba Software systems from smart city vendors

However, several recent studies have been raising concerns about ongoing SC initiatives[250]: SC programs have been criticized for being too tech-centric, mainly driven by big Information and Communication Technologies (ICT) companies which own the SC agendas and in turn of lacking of enough attention to citizens' needs and real environmental sustainability[251]. Thus, the critical issue is associated with the generation of the value expected by the citizenship and more in general by the involved stakeholders.

Features of a smart city.

Smart Building

In smart cities, commercial buildings evolve to cater to workplace behaviour and technological changes while presenting new opportunities to maximize productivity and efficiency. Industries and companies in a smart city demand versatile facilities that serve as virtual gateways to connect people within an office and worldwide. Smart buildings integrate people and systems functionally and dynamically. Building owners have the challenge of providing safe and secure environments, functional spaces, network connectivity, and IoT setup that enables improved productivity.

The first step in creating safe and secure environments is by implementing risk management. This is achieved through a layered approach that provides you with the ability to prevent entry, discover, refuse admission, defend, and detect entry at every smart building layer. Different areas of the building usually adopt various security solutions such as network intrusion detection, integrated access control, video surveillance, and fire protection systems.

In smart buildings, high-performance fiber optic systems play a vital role in operating the facility. It helps support multiple applications, eliminate network downtime, and cope with increased bandwidth. Versatile physical layer network connectivity depends on a universal cabling topology, well-designed network flexibility, wireless mobility, media selection, and multi-application support. Hardware and software must work in conjunction to improve network productivity and efficiency.

Smart buildings must be able to support BYOD (Bring Your Own Device) environments and collaborative communications. They must also surmount the restrictions of legacy systems and achieve regulatory compliance.

With more employees concentrated in smaller spaces and with greater demand for flexible, collaborative working areas, space optimization is essential in smart buildings. Optimization improves workforce productivity and efficiency and that of the building. 5G Wi-Fi and fixed network connectivity, professional audio/visual solutions, and energy-efficient lighting help optimize the building's effectiveness.

Enabling the IoT in a building allows real estate managers to analyze their environments and make real-time adjustments that enhance efficiency and productivity. Truly smart buildings address the challenges posed by open architecture designs, supplier integration, and IP platform

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[250] a. Taamallah, m. Khemaja, s. Faiz Strategy ontology construction and learning: insights from smart city strategies

[251] a. Huovila, p. Bosch, m. Airaksinen Comparative analysis of standardized indicators for smart sustainable cities: what indicators and standards to use and when?

migration. IoT-enabled environments simplify risk management, network performance, workforce productivity, and space utilization tasks.

Smart Infrastructure

In smart cities, the ecosystem of industries, grids, and buildings changes fast. Simple, centralized energy legacy systems morph into complex distributed systems and creating opportunities. For example, buildings transform from passive to smart, even becoming both energy consumers and producers. Buildings in a smart city are an active component of the energy system. This requires a new way of thinking by city officials.

Smart Cities strive to improve infrastructure and service delivery by leveraging technology, information, and data. This includes access to water, electricity, affordable homes, education and health services, and IT connectivity. The ecosystem must intuitively respond to the citizens' needs and help them use their resources more sustainably.

Smart Mobility

One of the most complex challenges of our time is managing urban mobility. New mobility options such as ride-sharing and car-sharing are not always an ideal solution. For example, with car sharing, you have to drive and look for parking space and aren't guaranteed to find a car when you need one. There is no way to ensure optimal vehicle occupancy with ride-sharing, which means you still end up with too many vehicles on the road than is necessary. In many cities, ride-sharing is also usually a source of conflict with regular public transport operators. So, how does a city create an urban mobility model that responds to the needs of its citizens?

The future of mobility involves self-driving vehicles, electric cars and buses, ride-sharing, hyper-loop intra-city transit systems, e-bikes, hoover boards, and much more. These are all current ideas in the early implementation, pilot phase, or development. Smart mobility changes how city residents use their time, enjoy their commute, and spend their money.

But public transportation is just one facet of the smart mobility landscape. Smart mobility is much more than cool new ways to commute. Smart mobility also includes travel booking applications that make use of digital money and technology that connects travel infrastructure to citizens. It also includes systems that coordinate public transport vehicles using predictive analytics to ensure availability when and where they are required.

Smart cities have an assortment of transport modes. Initiatives such as intelligent traffic management, smart parking, and integrated multi-modal transport, all enhance urban mobility.

The city is also more pedestrian (and cyclist) friendly, and residents can walk or cycle.

Smart Energy

Smart cities are not powered conventionally. National grids are upgraded, and energy assets are decentralized. There is also a shift to electric vehicles. Smart energy is a move towards a smarter energy infrastructure with greater efficiency, new revenue potential, and a cleaner, greener environment.

Smart energy offers smart cities five main opportunities; cost savings, decarbonization, resilience, and greater capacity.

For new urban development's smart energy allows cities to use the right technology mix while considering the entire lifecycle value of all inputs.

By controlling energy assets, cities can repurpose existing infrastructure to develop tradeable assets and income streams. Collections of energy assets are turned into micro-energy stations that return excess energy to the grid.

Smart energy leads to massive cost savings to run public and private infrastructure. Smart energy applications allow cities to understand their energy demand profile. Officials can understand dominant loads, daily fluctuations and prioritize reduced consumption. Methods such as load shifting and demand-side response help reduce costs by avoiding peak times and usage time; significant savings are realized by the city and energy consumers.

Pollution is one of the biggest drawbacks of rapid urbanization. Many cities have declared climate emergencies. Smart energy allows large-scale decarbonization.

Smart energy leads to the democratization of energy consumption. Logistic and technological barriers to energy access are eliminated.

The decentralization of energy also makes it more resilient. Smart energy policies effectively deal with the intermittency of power balancing of new and renewable energy sources and protecting vital supply.

Smart Technology

In smart cities, technology is used on a large scale to alleviate the problems caused by urbanization and improve the quality of life. Technological implementations in a smart city include generating energy and creating fertilizer from the city's waste, reducing waste generated during building construction, restoration, and destruction, and managing scarce water resources more sustainably.

Smart Healthcare

In smart cities, the IoT improves access to quality health care and reduces costs by tracking patients, equipment, employees, and much more. Smart healthcare has only just begun to scratch the surface; the possibilities are infinite.

Extending healthcare to the home in smart cities is making data collection and wellness tracking possible. This development is changing chronic disease management. This data is seamlessly integrated into electronic health records allowing doctors to monitor patients in real-time remotely. In smart cities, it is more common for patients to meet doctors from the comfort of their living rooms through telemedicine.

Augmented reality that uses digital images, superimposed on live content and virtual reality, an artificial 3D environment, are some of the hottest technologies today. They are used in smart healthcare to treat addiction, phobias, and post-traumatic stress disorder. They are also used in learning to teach medical students about anatomy and surgical techniques.

Artificial Intelligence (AI), in conjunction with natural language processing, provides clinical decision support. In future smart cities, AI could break through boundaries in ways that are currently inconceivable.

Smart Governance

Smart cities have improved public participation through the use of e-government tools and initiatives. Government services are predominantly delivered online via smartphones and other digital devices. This makes public services more affordable, accountable, and transparent.

In smart cities, the residents actively participate in governance and provide feedback via various digital channels.

Smart Citizen

Finally, one of the essential features of a smart city is smart citizens. Smart citizens make smart cities. Many first-generation smart cities have neglected this human aspect. It is illogical to surround human beings with technology if they don't know how to use it. For example, if citizens do not know how to access and use an intelligent scheduling public transport platform,

they will continue using antiquated commute methods. And, the human element isn't just about the residents being able to leverage information. It is also about them contributing to the further development of smart city initiatives. Officials must have elaborated civic education programs that empower citizens to use smart technologies.

How to Build A Smart City?

The challenge to build a Smart City is considered absolutely essential to meet the challenges of the future. The demands that such broad and long-term projects place upon local infrastructure are manifold. They require reliable digital connectivity capable of allowing for the real-time communication of connected devices such as sensors. They must involve the integration of technologies with operational methods that are frequently well-entrenched (and often, it must be said, rather dated). And they necessitate a level of inter-departmental coordination between various areas of municipal government that historically wasn't necessary – or even, for that matter, possible.

But the good news is that the path towards the Smart City goal is becoming increasingly well-travelled – there are now many global examples of cities using these technologies to lead the way and inspire others to follow in their footsteps. As a business already helping several UK towns and cities on their own journeys towards technologically-enhanced urban management, we're well placed to offer advice on how municipalities should be making their crucial first steps towards 'Smart' status. Here are our top three tips on moving from the (important) understanding of the Smart City's potential, to the next step: beginning to actually realize it.

1. **Connected thinking – Bringing departments together holistically**

Unity between key municipal departments needs to be the name of the game if any such project is set to truly improve the way residents interact with their cities. This, of course, is easier said than done. Each department of a locality tends to have its own way of tackling problems and enacting change, with individual systems and structures to be navigated. Frequently, these bureaucracies, which may be deeply entrenched, can act as an early roadblock for Smart City projects. The good news is that by clearing out these brakes and blocks in the process of creating a cross-departmental entity, a more effective apparatus for making important future decisions will automatically take shape, leading to efficiency improvements even before the technological assistance of the 'Smart City' vision is truly realized. Many cities across the globe are already looking at how they can group various departments of public works together, rethinking how operations and strategy might intersect in future. Often, this might take the initial form of an overseeing 'Smart City Department', which will then report directly to the mayor or an appointed city manager. The job of this department is to oversee the innovation process. Their day-to-day responsibilities will involve consulting with key figures from various city agencies, engaging them in the overarching Smart City project, hearing their issues and challenges, and bringing together relevant stakeholders to reach investment targets necessary to enact change. Any Smart City Department should also have an eye on demonstrating to the general public the benefits of the project, and the impact of the investment made on their behalf.

2. **Lighting – The perfect infrastructure for enacting smart innovation**

When considering where best to start making moves towards becoming a Smart City, local authorities frequently make the mistake of assuming that they have a 'blank slate' from which to construct something from nothing. In other words, that their area doesn't have any infrastructure capable of delivering smart insights and so they must start from scratch. This is both right and wrong – right, in the sense that most municipalities won't have truly IoT-ready connectivity and

connected objects already installed, but wrong in the sense that nearly all of them will already have infrastructure that can be built upon to deliver impressive results, quickly. And this is an infrastructure that is reliable, powered, and covers the local area like a blanket. It is, simply put, lighting. Wherever citizens tend to go in a city, it's a sound bet that there will be public lighting there. This provides an enviable base of assets (including, for example, street columns) upon which to install sensors with IoT technology.

Indeed, connected public lighting is a good place to start adopting smart technology, not just for the ease of using an existing infrastructure. By adopting what has now become recognized as 'Smart Lighting' – lighting that will dim when no pedestrians are in proximity – public support for smart city initiatives may be gained, or even in some cases, advocacy. Everybody has a personal energy bill, so it's an immediately recognizable benefit to citizens – and particularly those with concerns for the environment – that energy will be saved in a fiscally responsible way. It's also a very visible, and even an immediately gratifying way to adopt smart technology – city administrators and the public alike will see the technology at work when walking home at night.

And smart usage of energy is just the beginning. Sensors installed initially for that purpose can also, with the right connectivity (more on that to follow), become multipurpose, connecting to other civic services like traffic controls, street parking, air pollution detection and quality measurement, autonomous vehicle communication, roadway condition detection – and that's just the potential uses that have been identified to date. A bright future as a Smart City can be jump-started by harnessing the power of light.

3. **Connectivity – The foundation upon which digital cities are built**

No Smart City vision can be realized without the appropriate connectivity upon which to construct a working digital infrastructure. Ultimately, the primary goal of a smart city is interconnection between different aspects of urban management, in order to provide one centralized information dashboard, through which data-driven insights can be gleaned and informed decisions made. But historically, this hasn't been possible across the large areas covered by modern towns and cities. Wi-Fi connectivity, in the rare cases it is provided as a public service, has been patchy and unreliable in the past, making the concept of communicating devices across an entire city seem a far-flung fantasy. And mobile data simply isn't equipped now to handle real-time 'big data' (link to big data blog) capture across a town or city's circumference. That isn't likely to change any time soon.

Instead, towns and cities will need to look to connectivity platforms ready for the challenges of the future, and compatible with the technologies that are likely to define it, such as 5G and Internet of Things. Smart City platforms are typically hosted in the cloud, which allows for new technologies to be developed and tested easily. Ideally, the perfect connectivity platform for building such a far-reaching project of a broad scope will need to be accessible across a town or city, allowing consumers, businesses, and connected devices to interact and communicate with each other. Furthermore, our platform uses small cell technology which can attach to a city's lighting system, leading to widespread coverage and supporting technologies such as the aforementioned 'Smart Lighting'.

In technology wifi's Connected City Platform is expressly tailored to meet the challenges of building a Smart City. It combines all of the key areas required for advanced urban management into a complete platform, integrating connectivity, data capture, communications and engagement. Not only does our offering provide reliable, always-on blanket coverage over an entire town or city, but it also fully supports the harnessing of technologies such as IoT sensors.

Information analytics and centralized control are equally possible, with a robust smart solution, bespoke to a given municipality. For further advice about how best to prepare your municipality for the arrival of Smart technologies, or to learn more about the uniqueness of our Connected City Platform, please get in touch.

THE FOCAL POINTS NEEDED TO DEVELOP A SMART CITY.

Given the extraordinary pace at which new technology is overtaking social infrastructure, cities must "up their game" with a greater sense of focus and urgency.

In the midst of the massive urban growth across the globe, there is tremendous hype in town halls, board rooms and media about making cities and communities "smarter" — yet the definition of a "smart city" is elusive.

Conversations about smart cities often convey complexity, with primary focus on technology. And while technology is the key enabler for smart cities, it is not an end in itself. The point of a smart city is to improve the lives of residents and businesses through the application of advanced technologies and data-driven decisions and operations.

The concept of smart cities is, in fact, relatively simple and elegant. A smart city uses an integrated approach to coordinate all essential services. It modernizes digital, physical and social infrastructure to make delivery of city services more efficient, innovative, equitable, connected, secure, sustainable and exciting. And in an era where two-thirds of the planet's inhabitants are expected to migrate to cities over the course of just one generation, the transition to smarter cities and communities couldn't be more urgent.

More than half of the global population now live in urban areas. Cities produce 80% of global GDP and produce 70% of carbon emissions. The projected growth trajectory for urban environments means that cities will face increasing challenges in all aspects of their operations — including social imbalances, traffic congestion, pollution and strains on resources — if no action is taken.

Mayors around the world are realizing that integrating smart tech into planning and sustainability strategies will improve quality of life, which in turn attracts investment and leads to positive growth in cities.

There are many ways to conceptualize a smart city, but any successful initiative will target five basic areas in a holistic and integrated manner: backbone infrastructure; city and community leadership structures; sustainable provision of services; developments in technology and innovation; and community social infrastructure.

Grid modernization is the essential platform for smart development

Modernization of "the grid" as the backbone infrastructure of any smart community will jumpstart efforts to increase connectivity.

Grid modernization begins with the electrical system, then layers on advanced telecommunications, mobility systems and smart buildings as essential foundations for the city as a whole. The grid becomes the nerve center supporting the internet of things (IoT), artificial intelligence (AI), electric vehicles (EVs) and beyond.

All of these components become hosts for sensor technologies that will allow the collection of data to support planning, management and operations throughout the city or community, and privacy and data-sharing strategies can be interwoven with the infrastructure as it is upgraded or deployed.

Focusing first on grid modernization and advanced telecommunications and transportation also offers the advantage of familiar and proven financing models that will allow a city or community

to move its efforts forward. Other aspects of a smart city plan will require creative thinking and cooperation among entities that traditionally have operated separately.

Leadership, policy and regulation are the drivers for investment and growth

Courageous leadership, forward-looking policy and flexible regulatory structures must be put into place to develop a truly smart city. Scaling up infrastructure to meet the needs of the future in a secure, fair and cost-effective manner requires government officials, policymakers and city and community leaders to create a new paradigm.

Among the greater challenges at the moment are a lack of comprehensive decision-making, obstacles to securing adequate funding and disparate regulatory authority regarding issues that need to be dealt with in a unified manner.

Integration of infrastructure must go beyond physical technologies to include the institutional structures that inform how the physical structures are erected, funded and managed. City and community leaders, regulators and planners must create incentives for businesses of all sizes to invest in the deployment and adoption of advanced technologies while ensuring the trust and safety of residents.

Sustainable services improve quality of life and reduce financial, health and safety risks.

Research indicates a strong correlation between cities' environmental performance and their prosperity. Municipal governments must implement strategies for sustainability and, in some regions, for adaptation to a changing climate. This requires rapid acceleration toward a cleaner, healthier and more economically viable city growth through improvements in efficiency, investments in renewable energy technologies and corresponding regulatory reform. It also requires greening of urban infrastructure, transportation, land-use and development policies. Failure to make this shift increases financial, public health and safety risks. Attention must also be given to digital security and safety, because the risks of cyber intrusion are magnified as digital infrastructure expands.

Partnerships with centers of innovation will ensure adoption of best technologies and practices

The notion of "interconnectedness" goes far beyond sensors and apps. Technology, properly used, can help cities to improve the enjoyment of all of the things that communities value — including parks, neighborhoods, public spaces and economic opportunities.

Leveraging advanced technologies does not necessarily mean that everything is new. Advanced analytics can integrate and improve existing systems through data that is already collected for other purposes, thus increasing efficiency and reducing costs in delivery of services. This yields tremendous benefit for residents and cities themselves, which frequently operate under constrained budgets.

Smart community leadership will also leverage relationships with innovators — technologists, government labs, universities and nongovernmental organizations (NGOs) — that are already working to address the challenges that face cities and communities today and in the future. These entities already serve as test grounds for technologies, practices and ideas that can be shared with community leaders, businesses and inhabitants for the benefit of all.

Examples of Smart Cities

1. Nigeria: Lagos is one of the most populous cities in Africa and has taken the lead in developing a smart city strategy. The city has implemented a range of projects, such as the Lagos State Smart City Initiative, which includes the development of a smart city platform, the

installation of smart street lighting, and the implementation of a unified traffic management system.

2. Nairobi, Kenya: Nairobi is the capital of Kenya and is leading the way in developing a smart city strategy. The city has implemented a range of projects, including the Nairobi Metropolitan Services (NMS), which is an integrated urban development program. The NMS includes the construction of a smart city platform, the installation of smart street lighting, and the implementation of a unified traffic management system.

3. Kigali, Rwanda: Kigali is the capital of Rwanda and is leading the way in developing a smart city strategy. The city has implemented a range of projects, such as the Kigali Smart City Program, which includes the installation of smart street lighting, the implementation of a unified traffic management system, and the development of a smart city platform.
4. Johannesburg, South Africa: Johannesburg is the largest city in South Africa and is leading the way in developing a smart city strategy. The city has implemented a range of projects, such as the Johannesburg Smart City Program, which includes the installation of smart street lighting, the implementation of a unified traffic management system, and the development of a smart city platform

Identification of a Smart City.

The first step is to identify where a smart city would be most beneficial. A smart city should have good connectivity, crime prevention and traffic management capabilities. It should also have robust infrastructure including sanitation and waste management services.
Life in smart cities.
1. Improved Quality of Life: Smart cities in Africa can improve the quality of life of its citizens by providing better access to basic services such as healthcare, education, and transportation. Smart cities can also improve safety and security by using technologies such as surveillance cameras and facial recognition.

2. Increased Economic Growth: Smart cities can lead to increased economic growth by attracting businesses and investments. Smart cities can provide a platform for innovative businesses to develop and thrive, as well as provide a better quality of life for its citizens.

3. Job Creation: Smart cities can create jobs and stimulate the economy. Smart cities can provide a platform for entrepreneurs to launch their businesses, as well as create jobs in the technology sector.

4. Improved Infrastructure: Smart cities can improve infrastructure by using technologies such as smart grids and sensors. These technologies can help reduce energy consumption, improve water and waste management, and reduce traffic congestion.

5. Sustainable Development: Smart cities can promote sustainable development by using renewable energy sources and implementing green technologies. This can help reduce carbon emissions and improve air quality.

Attention to community social infrastructure is indispensable

Cities are focused on people, first and foremost. Smart city and community programs should be focused on the betterment of the lives of the inhabitants of the city. Whether existing digital and physical infrastructure is upgraded or modernized, or a new city is built where previously there was none, the purpose of the city is as home, workplace and playground to its residents.

Building broad community support for any smart cities/communities program is a complex process that requires significant outreach to and collaboration with community anchor institutions, as well as individual stakeholders. A smart community can only thrive if its members are interacting with and leveraging the resources and services that are provided.

Given the scale of modernization that needs to occur at the physical, digital and social levels, and the extraordinary pace at which new technology is overtaking social infrastructure, cities and communities need to "up their game" with a greater sense of focus and urgency. Most are far behind in comparison to the speed with which the urban migration is occurring. And most are lagging in terms of creating government structures that can address modernization of urban infrastructure on a holistic and integrated basis and develop financial mechanisms to pay for it all.

Essential projects need to be envisioned and selected through a rigorous public process. Public-private partnerships and other funding sources need to be developed quickly. Privacy, data sharing and other elements of sound social infrastructure need to be established near the beginning of the process. And flexibility needs to be built into the planning structure to allow for rapid change in all aspects of the endeavor and ever-accelerating technological development.

Smart City Planning And 10 Things Local Leaders Should Consider

Data Is the Foundation

The most important thing to keep in mind as you consider any sort of smart city project is that your decisions are only going to be as good as the data you have coming in. Taking advantage of advances in processing and analytics, therefore, means figuring what data you need, how to get it, how to transfer it to where it needs to be, and how to store it.

Historical trends are particularly important to urban planning and development, so whatever solution you use needs to be resilient, meaning you've taken all necessary measures to ensure it will survive no matter what happens. That means redundant backups, both off-site and in the cloud. It also means you need to be selective about what data you need to hang onto and for how long.

A modern smart car, for example, can generate up to four terabytes of data per day. You probably don't need to keep all of that data in perpetuity. So, setting up local storage and periodically sorting through it for longer-term use on the cloud network is key. Data like HD footage will only get larger. It will be important to focus on what's necessary (and for how long) in order to make the most of cloud resources.

The Network Is the Structure

If data is the foundation on which smart cities are built, then the network is the structure that lets you build off it. Your data, after all, is only going to be as useful as your ability to manipulate it, and that means being able to pull information from across the network at a moment's notice.

In order to understand how a network should operate at the kind of scale we're talking about, it's helpful to look at other implementations out there that approach the kind of complexity a smart city will require. As Julie Song, President at Advanced RF Technologies, writes for Forbes: "Sports stadiums, or any venue that hosts thousands of people in one area at the same time,

aren't inherently capable of supporting adequate cellular connectivity to send a picture, text, or even a phone call. In order to improve cellular coverage and capacity, most of these venues install distributed antenna systems (DAS), with many strategically 'hidden' remotes and antennas for all major U.S. carriers in the venue."

It's important that these network node placements are close to the action, so to speak. When it comes to connectivity, distance and architecture matter, as do materials. Most of us have experienced that one room of our house where the Wi-Fi signal can be finicky, and usually, that has to do with what materials your signal has to pass through on its way from the router to your device.

The same is true for your urban network. Working with a provider like Cox Business, who understands the ins and outs of networking, and can account for those issues is key.

Facilitating IoT Connectivity

On top of the physical demands of your network, there are digital requirements as well. The biggest priority is creating a low-latency environment that allows your decision-making processes to keep up with the blistering pace of 21st-century urban life.

Think through which IoT devices need to connect and how. A sensor that reports the water level of a well once a day, for example, probably has vastly different requirements than a traffic camera at a busy intersection.

For devices that need to run on batteries because it's difficult to run power to them, a low-power wide-area network (LPWAN) protocol is key. This allows them to continue to report information without requiring constant replacement. A camera, on the other hand, needs the bandwidth to support moving large files around as quickly and seamlessly as possible.

Modular Infrastructure

If you've spent any time reading or working on network security, you know it's vital to keep your devices up to date. New vulnerabilities are discovered all the time, and you need to be able to patch, update, or replace any device on the network without disrupting daily operations. A modular infrastructure enables you to keep everything updated while also giving you the flexibility to make upgrades or scale up as needed.

Security

It should go without saying that digitizing civic infrastructure carries some pretty significant risks with it. A coordinated cyberattack where a hacker gains control of IoT-connected devices could potentially wreak havoc in the physical world.

These concerns are fairly common in any conversation around the Internet of Things, but it becomes amplified when we're talking about the scale of a smart city. Because its civic infrastructure, attackers could be motivated by any number of reasons, from financial gain to political reasons.

The Microsoft Research NExT Operating Systems Technologies Group published an excellent and thorough whitepaper, "The Seven Properties of Highly Secure Devices." They outline them like this:

The hardware-based root of trust: Does the device have a unique, unforgeable identity that is inseparable from the hardware?

Small, trusted computing base: Is most of the device's software outside the device's trusted computing base?

Defense in depth: Is the device still protected if the security of one layer of device software is breached?

Compartmentalization: Does a failure in one component of the device require a reboot of the entire device to return to operation?
Certificate-based authentication: Does the device use certificates instead of passwords for authentication?
Renewable security: Is the device's software updated automatically?
Failure reporting: Does the device report failures to its manufacturer?
Answering these questions can point you toward the places where your network may be vulnerable. Security is a constant battle, so it's important to start thinking like an attacker to understand where you need to shore up your defenses.

Privacy from the Ground Up

Another major concern to keep in mind as you ramp up connectivity and data collection is privacy. For all of the benefits that analytics, AI, and big data have granted us, there are some serious issues with how much the government could potentially know about its citizens.
The picture isn't quite clear yet on how to best find a middle ground, but with regulations like the European's Union's General Data Protection Regulation (GDPR), expect conversations about privacy to continue to evolve. The best thing you can do right now is to keep it top-of-mind in any planning you're doing.

Sensors and Data Capture

It can be easy to find your head in the clouds when you're talking about smart cities. We talk a lot about data capture without being specific about what kinds of things you're looking for.
One of the reasons why it can get vague is because this kind of data could include virtually anything. Weather, wind direction and intensity, road surface temperatures and conditions, soil moisture, wildlife, noise pollution, sewage flow rates, valve pressure, water quality, pollen and more are just some examples of the kinds of data you could collect.
Philadelphia is implementing an app to notify drivers when there's an empty parking spot, which will also reduce traffic and pollution. Boston is looking at all sorts of traffic data to protect bikers and pedestrians.
New York has automated its water meter reading system to streamline usage monitoring and billing. As part of their preparation to host the Olympics, Los Angeles has installed smart street lights that not only save money and electricity but serve as nodes for LGE connectivity, utilities monitoring, air quality sensors, and more.

Distributed Data Processing

Data processing is just as important as data collection. As we discussed earlier, not everything you collect is going to be useful for your entire network. It's important to whittle down what you pass along to the cloud.
In the meantime, it's useful to have local data processing resources. Distributed processing gives systems like dynamic traffic management the ability to respond much faster. This reduces the need to check in with HQ to make every decision.

Focus on Small Wins First

Rolling out a smart city plan at the scale we're talking about is a big project that can widen endlessly. It can start to feel like the entire project isn't worth starting if you can't overhaul several departments at once. The truth is that for a lot of people, talk is cheap.
The trick, then, is to drive bigger transformation by starting with small, tangible wins as proof of concept for your larger goals. Start with one or two doable projects that provide real value to departments and the citizens they serve.

Focus on making people's jobs easier, and you'll have their support. It's local engagement that drives change in the larger ecosystem.

At the same time, that doesn't mean that you can't design these projects according to your larger goals. You can still bake-in principals for building a larger network and infrastructure, making it easy to use your early wins as a stepping stone to bigger and bolder things. Think of implementation as a snowballing process, starting small and building up momentum along the way.

A Smart City Is De-Siloed

When you're trying to implement a large-scale change of any type, people can get territorial. Each department has its own unique way of operating. Teams are understandably sensitive to any changes that might disrupt their routine.

The problem that many digital transformation projects run into is different departments within the same organization solving the same problem in different ways. This makes collaboration harder, not easier.

Any smart city initiative needs to make de-siloing a priority. Departments must share data and agree upon formatting standards and procedures so everyone can get the most out of it.

This goes double for any new equipment or other infrastructure. It makes sense to pair a traffic sensor with an air quality monitor, for example. However, that can only happen with effective inter-department communication. Think big, and get everyone involved.

How A Smart City Works?

Smart cities aren't just about installing high-tech gadgets; they require a comprehensive strategy to make residents' lives better. Among other things, that means analysing and leveraging data, collaborating with its citizens, and developing new ways to share public resources.

Smart cities follow four steps to ensure the quality of life and promote economic growth. These steps are:

Step 1: **Collection** – Sensors collect data in real-time to gather information which will be used to guide in the decision-making process.

Step 2: **Analysis** – Data is analysed to gain insights into the operation of city services and future plans and initiatives of the growing urban environment.

Step 3: **Communication** – The results of the data analysis are communicated to decision-makers. This allows them to make better decisions to improve economic growth, manage assets, and improve the quality of life of all its citizens—regardless if they are a resident or not.

Step 4: **Action** – Action is taken based on the data analysis. This may include initiatives towards smart traffic management, energy conservation, and environmental efficiencies. These actions enable growth in crucial areas like urban planning, economics, and public safety.

In the broadest sense, smart city technology facilitates two-way communication between government officials and their citizens, so both can work together more effectively to solve problems. The goal is to make citizens' lives easier by providing essential services in the most efficient way possible while making the government more effective by gathering data to develop better programs and policies.

Examples of Smart Cities In Africa

Lagos, Nigeria: Lagos is one of the most populous cities in Africa and has taken the lead in the developing a smart city strategy. The city has implemented a range of projects, such as the lagos state smart city initiative, which includes the development of a smart city initiative, which includes the development of a smart street lighting, and the implementation of a unified traffic management system.
Nairobi, Kenya: Nairobi is the capital of Kenya and leading the way in developing a smart city strategy. The city has implemented a range of projects, including the Nairobi Metropolitan services (NMS), which is an integrated urban development program. The NMS includes the construction of a smart city platform, the installation of smart street lighting, and the implementation of a unified traffic management system.
Kigali, Rwanda: Kigali is the capital of Rwanda and is leading the way in developing a smart city strategy. The city has implemented a range of projects, such as Kigali smart city Program, street lighting, the implementation of a unified traffic management system, and development of a smart city platform.
Johannesburg, south Africa: Johannesburg is the largest city in South Africa and is leading the way in developing a smart city strategy. The city has implemented a range of projects, such as the Johannesburg smart city program, which includes the installation of smart street lighting, the implementation of a unified traffic management system city, and the development of a smart city platform.

How Can African Villages Be An Inspiration For Building Smart Cities In Africa?
SKA: When I talk about the model of the African village, it's actually a form of shorthand. I'm referencing so-called primitive traditional societies. These societies were made up of members whose aim was to find common solutions to their common problems. The group was already a form of technology, probably the first of all and precursor to the augmented human. These group-based societies developed complex systems and organic social structures that made it possible for the group to function.
But these so-called primitive societies struggled as towns and cities grew larger. The organic traditional systems, based on peer-to-peer relationships and exchanges and relying on oral accounting systems ("I know what I owe you and what I must give to you"), were not designed to regulate group life on the scale of a city. Monopolies and governing institutions emerged to administer societies that were now operating on a larger scale. But these governing mechanisms, which made sense during the period when cities were expanding, are now often obsolete because the technologies available to us today make large-scale organic societies possible.
If we chose to use new technologies to support systems that are more distributed, using traditional societies as a model, I'm convinced they would be far more ethically sound and of genuine use to the city and society. A lot of people involved with open source movements have come to similar conclusions, based on what is known as the archipelago model: several communities within a city organize locally and autonomously using their own resources along with cross-cutting technologies so they can connect to each other and develop in a coherent manner. By combining these new technologies with traditional organic systems, we can invent new societies and new ways to make cities livable.

A move To Smart Cities: Uganda's Desired Future

By Oscord Mark Otile* On Tuesday, April 28, 2020, Parliament of Uganda approved the

creation of 15 new cities. Accordingly, 10 of the cities should have begun operations on July 1, 2020. A careful analysis of the existing designated urban areas and cities that have been recently created reveals that they fall below the "smart cities "mark. The term "Smart City," is a concept that was devised at the advent of the internet. Smart cities are a measure of how well a city uses technology to address its problems and challenges and is striving to use digital technologies to create enduring and safe communities and to provide more opportunities for the city dwellers.

Smart cities use different types of electronic Internet of things (IoT) sensors to collect data. Insights gained from that data are used to manage assets, resources and services efficiently; in return, that data is used to improve the operations across the city. This includes data collected from citizens, devices, buildings and assets that are then processed and analysed to monitor and manage traffic and transportation systems, power plants, utilities, water supply networks, waste, crime detection, information systems, schools, libraries, hospitals, and other community services. Therefore, the smart city concept integrates information and communication technology (ICT), and various physical devices connected to the IoT network to optimize the efficiency of city operations and services and connect to citizens. Smart city technology allows city officials to interact directly with both community and city infrastructure and to monitor what is happening in. ICT is used to enhance quality, performance and interactivity of urban services, to reduce costs and resource consumption and to increase contact between citizens and government. Each Smart city can develop appropriate applications to manage urban flows and allow for real-time responses. A smart city may, therefore, be more prepared to respond to challenges than one with a simple "transactional" relationship with its citizens. In the developed world, cities such as London, New York, Paris, Tokyo, Reykjavik, Copenhagen, Berlin, Amsterdam, Singapore and Hong Kong among others have fast adopted the idea of smart cities. Other examples on the African continent that are already implementing the idea of smart cities include Nairobi and Cape Town. Nairobi, the capital of Kenya won the title of Most Intelligent City in Africa in 2014, 2015 and 2019. Cape Town on the other hand blossoms as one of the best places to do business in the continent as the South African government continuously implements thoughtful planning and cutting edge technology to attract businesses and improve the lives of its citizens. These cities have been using ICT to tackle social and governmental challenges to improve lives in urban areas. In Uganda, the term "Smart Cities" or "smart local governments" is seldom talked about in the management of cities and local governments. Kampala City Council Authority (KCCA) that had been the only city in Uganda until July 1, 2020, when 15 more regional cities were created has been implementing the concept of smart cities, although not on a grand scale compared to other cities in the developed world. Most of the challenges that most of the urban areas that Uganda has been Local Governance Briefer A move to smart cities: Uganda's desired future Issue No.2, November, 2020

struggling with include managing of public transport; local revenue assessment and collection; limited interaction between urban authorities and citizens; high dependence on paperwork; high cost of doing business due to red tape and bureaucracy; licensing of businesses; manual land transactions; holding physical meetings; relying on physical documentation; disjointed business clusters and related institutions among others. Thus, the creation of more cities creates an opportunity were the transactions of the cities and interactions with citizens can be transformed by ICT. There is an existing legal, policy and institutional framework that can be exploited by stakeholders to create these cities that can use ICT to transform life and working environments for urban authorities and other stakeholders that they interact with. Some of these frameworks

include the Constitution (1995); Access to Information Act, 2005; the Data Protection and Privacy Act, 2019; Electronic Government Regulations, 2014; Government of Uganda Website standards and Guide, 2014; Government of Uganda Social Media guide, 2013; Guidelines for E-Waste Management in Uganda, 2016; The ICT Policy for Uganda, 2014; The National E-Government Policy Framework, 2011; The Computer Misuse Act, 2011; The Electronic Transactions Regulations, 2013; and E-Government Regulations, 2014 among others. The smart cities are resonating with the 'Digital Uganda Vision' which seeks to empower Ugandan citizens to achieve the goals of universal inclusion, sustainable development, economic progress and poverty eradication. This is envisaged to be achieved through digital innovation combining initiatives across multiple sectors. This vision will also electronically deliver a variety of government and private services in various fields such as education, health, agriculture, social security, banking, justice, communication etc. With such a vision, the new cities should be able to embed digital technology across all city functions

How Government plans to turn Kampala and other cities into a smart city

In Kampala, there is pressure on what some leaders in the city called "an unenlightened city" to be a "smart city".

Explaining the government plan to make Kampala City smarter, Ms Dorothy Kisaka, the executive director of Kampala Capital City Authority (KCCA), highlighted the challenges and opportunities that come with a modern city that uses high-tech data to manage assets, resources and service delivery.

She said a smart city is not just a phrase. It's an operations strategy for mobilizing residents and all stakeholders to champion the development of the city of our dreams.

To fast-track the idea, Cabinet last year embraced the project and instructed the National Planning Authority (NPA) through the Ministry of Finance and officials from KCCA to develop a Shs7 trillion five-year-strategic plan which was officially launched in September 2020 by former Prime Minister, Dr Ruhakana Rugunda.

According to the KCCA strategic goal, by June 2025, Kampala will be an inclusive, resilient and well-planned city that provides economic opportunities. At the launch of the plan, the cost was Shs7 trillion.

However, in October 2022, NPA issued a certificate of approval with an adjusted cost of delivery at Shs10.37 trillion for five years. The annual average expenditure is estimated at Shs2.1 trillion.

The Shs10.37 trillion five-year budget is meant to facilitate the five themes in the strategic plan of revolutionizing Kampala into a high-tech based city.

The five themes are spurring economic growth, ensuring quality life, building city resilience, city governance and citizen engagements as well as institutional capacity development.

Planned projects

To achieve the smart city goal, the government is set to embark on a number of projects such as infrastructure development, technology and people wellbeing. Ms Kisaka argues that the authority will aggressively prioritize the three projects in the year 2023 as part of the smart city agenda.

Under infrastructure development, Ms Kisaka says the government has already set aside Shs1 trillion to improve the outlook of at least 29 roads around the city.

Equally, the authority is setting up a traffic control centre adjacent to City Hall and more than 25 junctions in the city will be upgraded to traffic signal junctions to ensure easy and efficient management of traffic flow in the city.

"Under Infrastructure; most people advocate for a visually smart and clean city in all its infrastructure. There is a call for full-scale city monthly clean ups and improving our infrastructural outlay in roads, markets, taxi parks, outdoor advertising, and public transport use. Citizens should take responsibility for their infrastructure fronts in painting, lighting, and greening in all divisions.

The government is set to spend $288 million (Shs1.1 trillion) on upgrading roads in Kampala city starting in 2023. This funding has been acquired from the African Development Bank (AfDB). The funding will cover more than 29 roads across the five divisions of the city, especially the worst potholed roads such as Salama, most of the Industrial Area roads among others

The refurbishment of the roads is set to commence in February 2023 and this will reduce the time lost in traffic jams, the high vehicle maintenance costs and poor-infrastructure related accidents, among other bad roads-associated challenges.

Digitizing Services

On the road to the smart city, the government is digitizing a number of its services to ease the provision of services to clients. Among the most used e-services include cashless solutions in revenue management, eCitie services for public transport and the Weyonje app for garbage management.

Technology is one of the clarions calls under the smart city campaign, KCCA is championing ease in doing business in the city through efficient client-centric processes in service delivery and its argued that Uganda is already using Smart Permits where developers are served online and on time to obtain their development permits.

The Physical City Addressing Model is also operational and enables residents to have proper addressing for their homes with effective signage. The electronic procurement (eGP), and use of IFMS (Integrated Finance Management System) in soliciting for service providers are also in place, this has promoted transparency and accountability.

Smart People's well-being is another fundamental pillar in the transformation to a smart city, all city stakeholders must be engaged to promote a smart way of working, such as in public transport sector, business, sister agencies and MDAs (ministries, departments and agencies) to resolve issues that affect citizens. There is a need to build bridges and synergies for effective service delivery with residents and other partners to achieve these goals. The city accommodates different types of people, and must promote coexistence where everyone can win.

It is worth noting that Kampala is a partner member of ASToN (African Smart Towns Network), a network of African cities that want to use digital tools to address local and global challenges.

It is also WeGO (World e-Governments Organization) and World Smart Sustainable Cities Organization member.

Other issues to be addressed as Kampala transit into a smart city are; pollution of all forms, e-mobility such use of electric buses, motorcycles and trains, removing of all illegal infrastructures, use of green technologies as well as creating an alternative trading space for hawkers.

It is argued that attributes the city's slow development to the government's lukewarm financial support, which is too little, the city should be allocated at least one percent of the overall national

budget since the city contributes about 60 percent to the country's Gross Domestic Product (GDP).

Funding is usually Uganda's biggest challenge this coupled with politicians need to reorganize the city through legislation have always been frustrated by the government. Uganda needs to come up with ordinances on issues like transport, markets, and transport. This approach should enhance an inclusive development which doesn't violate the rights of the city dwellers because once it doesn't plan for such people then they will remain a challenge to the city.

For the city to realize development, the government should give it a priority in terms of funding to facilitate the stalled infrastructure projects.

Other projects

In 2019, KCCA unveiled a 2km non-motorized transport corridor as a pilot project stretching from Entebbe Road via Luwum Street down to Namirembe Road and Berkeley (Bakuli) junction. Technocrats argue that with the swelling city population where the majority of people walk to work, more non-motorized transport corridors across the five city divisions need to be constructed.

Authorities are also in overdrive to upgrade roads to bitumen standards through various partnerships, the latest being the just-concluded Kampala Institutional and Infrastructure Development Project (KIIDP) bankrolled by the World Bank.

Some of the roads that have been upgraded under the KIIDP include Makerere Hill, John Babiha (Acacia) Nakawa-Ntinda, Lukuli, Kabusu-Bunamwaya-Lweza, and the Berkley (Bakuli) – Nakulabya-Kasubi stretch along Hoima Road. fueling this trend.

It must be emphasized that turning Kampala into a smart city requires serious political will and holistic drive towards a total overhaul of the system, robust special planning, mass investment in the infrastructure, mindset change, land reform, streamling governance issues etc. The ideal would be building another administrative city and remodel Kampala as a purely commercial city.

Relevance Of The Concept Of The Smart Cities In Developing Countries.

Increase public safety.

Applications such as smart surveillance, home security systems, or gunfire locators have the potential to enable a better law-enforcement response. According to McKinsey, adopting various applications could potentially reduce incidents like homicide, fires, and road traffic by 8 to 10 percent. It is needless to say that the adoption of sensors is not a way to fight crime actively. Still, real-time information makes it possible to map crime, run analysis to spot patterns, helping to deploy personnel efficiently.

Make daily commutes faster and less frustrating.

Cities that adopt smart-mobility technologies are predicted to potentially cut commuting times between 15 to 20 percent on average. This can become a reality through applications that ease road congestion, intelligent syncing of traffic signals, real-time navigation alters, and smart parking apps that will point the driver directly to a free spot.

Smart cities can help to improve health

Through the collection and analysis of data, cities and public service officers can identify demographics with a tendency of being exposed to a certain type of risk and intervene more effectively. This way, residents can get targeted information about sanitation, safe sex, vaccinations, etc. Moreover, smart applications can help doctors monitor patients' chronic conditions such as diabetes remotely and send alerts if needed.

Greener Cities and a more sustainable environment

Automation, systems, dynamic electricity pricing, and some mobility applications have the combined potential to reduce emissions up to 15 percent. A way of encouraging the resourceful use of water is to install metering that provides digital feedback messages to households. This area of innovation is fast growing across many countries and cities. Beijing deployed air quality sensors to detect the source of pollution and consequently reduce pollutants by 20 percent. Hello Lamp Post introduced a project in Canada that helps monitor the air quality on UBC's campus to become more sustainable and foster a healthy campus environment.

Enhance Social Communication

Analysis suggests that digital channels can triple the residents' feeling of being connected to the local government and double the feeling of being connected to local communities.

Offering channels to have a two-way communication between residents and local governments can increase responsiveness to community issues and help develop the city further. One of Europe's leading cities, Paris, has introduced a participatory budget that encourages anyone to pitch ideas where the community can then rate and decide which project will be taken on.

WHAT CITIZENS WANT FROM A SMART CITY

1. Quick service turnaround times
2. Good communication
3. Enhanced electronic Services (Online Self service).
4. Improved Mobility and transportation networks
5. A planned and development controlled Kampala
6. Improve governance and accountability to the Citizens
7. Citizen engagement & participation in development
8. Improved health services
9. Good education services

Relevance Of Smart City In Developing Countries.

Smart City Implementation is relevant in developing countries if
It addresses and improves the service requirements of the city administrators and the citizens
If city administration has the willingness to have it implemented
If aligned to the appropriate technology that citizens can afford
If implemented in a phased approach

Internal Deployments For Designing And Managing Cities.

There are a number of internal implementations to support institutional efficiency such as the following
Unified collaboration for all staff using the intranet,
Instant Messaging, video conferencing
Enterprise content management using work flows
Developed the KCCA mobile App for smart phone users (download KCCA mobile on Android)
Deployed short code for USSD and low mobile end users
Deployed a secure private cloud that can accommodate hosting several citizen applications.

ROLE OF INNOVATION COMMUNITIES.

The Government of Uganda has created a Framework to support innovation by instituting a Ministry of ICT, Uganda National Council of Science & Technology to provide technical assistance in Technology implementations.
Kampala Special Interest Groups and associations such as traders, Architects provide useful information in terms of expectations implementing Specific Smart City Modules.
Professional groups contribute through policy formulation because they form part of the top leadership.
Academic institutions like Makerere University create room for research in application of technology. KCCA is working with the University of California, Santa Barbara to carry out a research on the effectiveness of city monitors using SMS (Crowd sourcing)
Kampala has several incubation hubs such as The KCCA Employment Service Bureau, Hive Colab that develop software solutions
Information Communication Technology Association of Uganda acts as an advisory body to government entities
ICT service providers such as telecoms provide annual funds for recognition of innovation and Technology

Opportunities

- Computer Aided Mass Valuation. Field Geo based data is being collected electronically on mobile devices. This will be used for valuation of property and integrate with Smart Planning.
- Street Light Management Automation, installation of auto solar street lights
- Traffic Management Automation: The traffic control center design is ongoing; the implementation will improve traffic management.
- Implementation of Business Continuity
- Implementation of e-Health is ongoing. The Pilot cover four referral Hospitals within Kampala.
- Enhancement of Mobile Value Added Services
- Implementation of free Wi-Fi in Kampala: KCCA,
- National IT Authority are going to implement Wi-Fi hotspots for citizens.
- Government is implementing a One Stop Centre to promote competitiveness of Uganda's economy
- Building regional influence: like The East & Central Africa Cities forum
- KCCA should be mindful of environment, they claim to have planted 200,000 trees out of a target of 5 Million.

Challenges

- Conflicting priorities, in some sectors for example implementing e-Learning successfully depends on access to equipment
- Delayed adoption of Technology by all citizens
- Insufficient technical capacity due to varying Smart City disciplines.
- Insufficient Research on Smart Cities in Africa
- Lack of funds to implement the Smart City as planned
- e-Waste disposal management

What Makes Smart Cities Successful

In addition to people, dwellings, commerce, and traditional urban infrastructure, there are four essential elements necessary for thriving smart cities:

- Pervasive wireless connectivity
- Open data
- Security you can trust in
- Flexible monetization schemes
- Smart cities change the economics of infrastructure and create room for partnerships and private-sector participation
- Smart-city technologies help cities get more out of their assets, whether they have extensive legacy systems or are building from scratch. There is no getting around the need to invest in physical assets and maintenance, but smart technologies can add new capabilities as core components are upgraded.

Infrastructure investment once locked cities into capital-intensive and extremely long-term plans. Now, using the right combination of traditional construction and smart solutions, they can respond more dynamically to how demand is changing. If population growth surges in a far-flung neighborhood, adding a new subway or bus line with the accompanying fleet expansion may take years. By contrast, a privately operated on-demand minibus service could be up and running much faster.

What's The Best Wireless Technology For Smart Cities?

- The first building block of any smart city application is reliable, pervasive wireless connectivity.
- While there's no one-size-fits-all, evolving Low Power Wide Area Network (LPWAN) technologies are well suited to most smart city applications for their cost efficiency and ubiquity.
- These technologies include LTE Cat M, NB-IoT, LoRa, Bluetooth, and a few others that all contribute to the fabric of connected cities.
- The advent of 5G technology is expected to be a watershed event that propels smart city technology into the mainstream and accelerates new deployments.
- But only with a few more elements…
- Opening the data vault
- Historically, governments, enterprises, and individuals have held their data close to the pocket, sharing as little as possible with others.
- Today, open data is redefining the digital city.
- Privacy concerns and fear of security breaches have far outweighed the perceived value of sharing information (see: Portland and privacy).

However, a key enabler of sustainable smart cities is that all participants in the complex ecosystem share information and combine it with contextual data analyzed in real-time.

This is how informed decisions are made in real-time.

- Multiple sectors must cooperate to achieve better, sustainable outcomes by analyzing real-time contextual information shared among sector-specific information and operational technology (OT) systems.

- Data management (and access to this information) represents the backbone of the digital city.
- Stay with us. Here is what we mean.
- Can smart cities be secured and trusted?
- In digital cities, connected cameras, intelligent road systems, and public safety monitoring systems can provide an added layer of protection and emergency support to aid citizens when needed.

There are begging questions on how to protect smart cities from vulnerabilities and How can we defend against hacking, cyber-attacks, and data theft, In cities where multiple participants share information, how do we trust that participants are who they say they are? And how do we know the data they report is true and accurate? The answers lie in physical data vaults and strong authentication and ID management solutions. Smart cities can only work if we can trust them.

Four Core Security Objectives for Smart City Solutions

All ecosystem partners - governments, enterprises, software providers, device manufacturers, energy providers, and network service providers - must do their part and integrate solutions that abide by four core security objectives:

1. Availability: Without actionable, real-time, and reliable data access, the smart city can't thrive. How information is collected, distilled, and shared is critical, and security solutions must avoid adverse effects on availability.
2. Integrity: Smart cities depend on reliable and accurate data. Measures must be taken to ensure that data is accurate and free from manipulation.
3. Confidentiality: Some of the data collected, stored, and analyzed will include sensitive details about consumers themselves. Steps must be taken to prevent unauthorized disclosure of sensitive information.
4. Accountability: Users of a system must be responsible for their actions. Their interactions with sensitive systems should be logged and associated with a specific user. These logs should be difficult to forge and have reliable integrity protection.

Strong authentication and ID management solutions must be integrated into the ecosystem to ensure that data is shared only with authorized parties to achieve these security core objectives.

The solutions also protect backend systems from intrusion and hacking. This means there is need for legislation to be introduced to address threats and potential market failure due to growing digital security concerns. Comparisons can be made Like the IoT Cybersecurity Improvement Act in the U.S. signed on 4 December 2020, or the UK IoT security law (not passed yet in June 2021), legislations will help establish minimum security requirements for connected devices.

Money is another vital aspect in the age of IoT and smart cities, data is the new oil. For smart cities to thrive, there is need to establish sustainable commerce models that facilitate all ecosystem players' success.

The software must be woven into the fabric of IoT solutions to benefit all ecosystem contributors; this includes OEMs, developers, integrators, governments, etc.

Each member's intellectual property needs to be valued and rewarded, Subscription software capabilities enable new business models that allow each contributor to extract value from their contribution to the ecosystem.

Subscription-based models offer a way to monetize hardware and software to build smart infrastructures and spread-out expenses moving away from a substantial one-time CAPEX spend.

Expensive medical equipment like MRI scanners, for example, can be sold on a cost-per-scan basis rather than as a one-time upfront expense for hospitals. This creates a win-win situation for hospitals and suppliers alike.

There is no doubt that one day soon, cities will offer affordable subscriptions to fleets of vehicles shared between owners who may choose from an array of custom options. This move could radically reduce traffic and optimize traffic patterns and ride-sharing.

As urban areas continue to expand and grow, smart city technology is developing alongside enhancing sustainability and better serve humanity.

By leveraging pervasive connectivity, open data, end-to-end security, and software monetization solutions, Uganda can align evolving smart city needs for a much-improved experience for all ecosystem partners.

CHAPTER TWENTY THREE
SMART CITIES

Concept of Renewable Energy.

Definition
Renewable energy is energy derived from natural sources that are replenished at a higher rate than they are consumed[252] Sunlight and wind, for example, are such sources that are constantly being replenished. Uganda today has many renewable energy resources that can be used for energy production and the provision of energy services. These resources include bioenergy, through biomass and biogas, water/ hydro, solar, geothermal and wind energy potential. Many of these resources are yet untapped.

Evolution of Renewable Energies in Uganda.
Renewable energy Uganda is richly endowed with renewable energy resources for energy production and the provision of energy services. These resources however, remain largely unexploited, mainly due to the perceived technical and financial risks. Hydro and biomass are considered to have the largest potential for electricity generation. But also, solar power receives increasing attention by investors. Moreover, located in the East African Rift Valley, Uganda has promising potential for the exploitation of geothermal energy. Wind speeds are generally low and wind power is thus negligible.[253]
Uganda has a burgeoning renewable energy sector with 550 Mega Wats today of power-generation capacity, 18% is made up of small renewables consisting of small hydro projects, biomass cogeneration at sugar manufacturing plants and some new solar plants. This share will grow considerably of feed-in-tariff supported projects are expected to be commissioned and improved in the future.[254]
The bulk of the country's generation comes from large hydro plants owned by the state-run Uganda Electricity Generation Company (UEGCL) and Bujagali Energy Limited, an independent power producer (IPP). Under its 2007 Renewable Energy Policy, Uganda has a

[252]o. Kehinde, k.o babaremu, k.v akpanyung, e. Remilekun, s.t oyedele and j. Oluwafemi renewable energy in nigeria - a review, international journal of mechanical engineering and technology
[253] robert tumwesigye, paul tumwebaze nathan makuregye, ellady muyambi,(2011) key issues in ugandas energy sector pro – biodiveristy conservations in uganda /.
[254] bid

target to increase its renewable capacity, including large hydro in future. Under its Nationally Determined Contribution, she aims to have installed 3,400MW of generating capacity from renewable sources, a target it will likely meet[255].

Bio-energy.

Biomass is abundant and diverse due to different vegetation and land use types. The total standing biomass stock is stated with 284.1 million tons with a potential sustainable biomass supply of 45 million tons. The major sources are hardwood plantations, which consist of eucalyptus (50%), pine trees (33%) and cypresses (17%). Current accessible sustainable wood biomass supply lies at 26 million tons. The theoretical potential production of agriculture residues lies between 1.186 million and 1.203 million tons annually. The only sub-sector that utilizes biomass residues for electricity production yet is the sugar industry. A small amount of coffee and rice husks is also utilized for heat production in cement and tiles manufacturing and the production of briquettes.[256]

The transition from traditional biomass, which is often perceived as inefficient, to modern biomass and biofuel production and consumption is a main focal area of the government. Biomass cogeneration from agricultural wastes is seen to hold particular promise as a technology for the country, and a significant peat resource also exists, of which is feasibly available for power generation, potential capacity for years. A limited program of biogas digester distribution was undertaken in the 1990s, and 50 digesters were installed in five districts in the country by 2004.[257]

Wind Energy.

According to the Alternative Energy Resource Assessment and Utilization Study carried out between June and September 2003, the wind energy resource in Uganda is insufficient for large scale electricity generation. Measurements at two sites at Kabale and Mukono showed an average wind speed of 3.7 m/s at 20 m[258] Studies have concluded that whilst the wind resource is insufficient for large-scale power generation, possible applications for the technology exist, for example, water pumping and small-scale power generation in mountainous areas. Small industries in rural areas, where targets for a mill range from 2.5kV to 10kV, could benefit from the wind resource. Currently, no large-scale developments are being made in the wind power sector of the country.[259]

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[255] ibid

[256] obert tumwesigye, paul tumwebaze nathan makuregye, ellady muyambi,(2012) key issues in ugandas energy sector pro – biodiveristy conservations in uganda.

[257]t. Overall and p. Goal, "the renewable energy policy for uganda," 2017. [12]

[258] r. Meyer, a. Eberhard, and k. Gratwick, "energy for sustainable development uganda â€tm

[259] . M. Mueller, "energy sources in uganda and solar radiation," pp. 1–37.

for a mill range from 2.5kV to 10kV, could benefit from the wind resource. Currently, no large-scale developments are being made in the wind power sector of the country.[260]

Solar energy.

Uganda is endowed with favorable solar irradiation of 1,825 kWh/m² to 2,500 kWh/m² per year. Small solar applications are often used in rural electrification projects such as Solar Home Systems or solar water heating. Over 30,000 solar Photo voltaic systems have already been installed to in rural areas. Currently, two larger PV plants are at the planning stage. The Ugandan government intends to build a 500 MW utility-scale solar plant and awarded the implementation to Ergon Solair, a Taiwanese-US partnership.

Solar energy is currently used primarily for off-grid electrification for rural communities, as well as for solar cooking, and providing water heating and power to public buildings, for example hospitals. An estimated 200 MW of potential electrical capacity are available in Uganda, and currently, a 50MW solar thermal plant, at Namugoga in Wakiso District outside of Kampala, is being investigated by a private firm, Solar Energy for Africa. Solar cooking also holds a significant potential in the country, with a large number of the population living in well-isolated areas, without access to energy services.[261]

Geothermal

The geothermal resources in Uganda are still at the reconnaissance and exploration stage.262Uganda has an estimated geothermal resource potential of 450 MW, mainly located in the Western Rift valley part of the country (Katwe Kikorongo, Buranga and Kibiro). Feasibility studies are recommended to improve confidence in the resource and promote development.

Clean Energies In Uganda.

Definition.

Clean energy is energy that comes from renewable, zero emission sources that do not pollute the atmosphere when used, as well as energy saved by energy efficiency measures263.

How Does Clean Energy Work?

Clean energy works by producing power without having negative environmental impacts, such as the release of greenhouse gases like carbon dioxide. A lot of clean energy is also renewable, including wind power, some hydro resources and solar powered energy generation.

Why Is Clean Energy Important?

The most important aspect of clean energy are the environmental benefits as part of a global energy future. While clean, renewable resources also preserve the world's natural resources, they

[260] r. Meyer, a. Eberhard, and k. Gratwick, "energy for sustainable development uganda â€tm s power sector reform : there and back again ?," energy sustain. Dev., vol. 43, pp. 75–89, 2018.

[261] supra.

[262] p. J. Turyareeba, "renewable energy : its contribution to improved standards of living and modernisation of agriculture in uganda," vol. 24, pp. 453–457, 2001.

[263] https://www.worldatlas.com/mapsunited -kingdom.

also reduce the risk of environmental disasters, such as fuel spills or the problems associated with natural gas leaks. With fuel diversification, through different power plants using different energy sources, it is possible to create reliable power supplies to enhance energy security, ensuring there is enough to meet our demands.

Clean energy provides a variety of environmental and economic benefits, including a reduction in air pollution. A diverse clean energy supply also reduces the dependence on imported fuels (and the associated financial and environmental costs this incurs).

Renewable clean energy also has inherent cost savings, as there is no need to extract and transport fuels, such as with oil or coal, as the resources replenish themselves naturally. Other industrial benefits of a clean energy mix is the creation of jobs to develop, manufacture and install the clean energy resources of the future.

How Can Clean Energy Be Used?

Clean energy can be used for a variety of different applications, from electricity generation to heating water and more, depending on the source of the energy.

Solar energy can be used for heating and lighting buildings, generating electricity, heating water directly, cooling and more. Solar panels allow for energy from the sun to be collected and turned into electricity. Solar panels are frequently used for small electric tasks, such as charging batteries, while many people already use solar energy for small garden lanterns. However, this same clean energy technology can be scaled up to larger panels that are used to provide power for homes or other buildings or even installations of multiple solar panels, such as with a community solar panel array to power entire towns.

Water is another clean resource with some surprising applications. Most obvious are hydroelectric power plants, which take the flow of water from rivers, streams or lakes to create electricity.

A less obvious use of water comes through municipal pipes in towns and cities. With lots of water running through pipes in homes each day, there is a move towards harnessing this energy to help meet domestic and other power needs. As generators become smaller and less expensive to build this use of municipal water is becoming closer to being a daily reality.

Wind power works by attaching a windmill to a generator which turns the turning of the windmill blades into power. This form of energy has been used for centuries to grind grain, pump water or perform other mechanical tasks, but is now being used more often to produce electricity. Onshore and offshore windfarms are becoming increasingly prevalent, but wind power can also be used on a much smaller scale to produce electricity, even to provide a source of power for recharging mobile telephones.

These examples of renewable sources can be added to by others, such as geothermal, biomass and tidal power, which also all have their own benefits and applications.

The Future of Clean Energy

The future of clean energy looks bright, with recent years showing that more renewable energy capacity has been installed globally than new fossil fuel and nuclear capacity combined. Renewable sources now make up over one-third of globally installed power capacity. For instance, the capacity of this growth, was first recognized in 2020 in United Kingdom being powered purely by renewable energy for the first time ever264.

[264]http://www.worldatlas.com/maps/united kingdom.

As the world population continues to grow, there is an ever-increasing demand for energy and renewable sources are the answer to providing sustainable energy solutions, while also protecting the planet from climate change.

The take-up of clean energy is not just happening on a national level as cities and states are also crating policies to increase renewable energy use. In the United States, 29 states have set renewable energy portfolios to mandate that a certain percentage of energy consumed should come from renewable sources and over 100 cities around the world now use at least 70% renewable energy. As more cities drive towards becoming 100% renewable, corporations are also playing a part by purchasing record levels of renewable power.

Of course, due to fossil fuels being a finite resource, it makes sense that the future is renewable and so it is expected that renewable sources will continue to increase in number, driving down the cost too.

How Can Clean Energy Reduce Global Warming?

Humans have been using fossil fuels for over 150 years and, as their use increased, so did the release of the greenhouse gases that are produced when these fuels are burned. These greenhouse gases trap heat in the atmosphere causing the temperature of the Earth to rise. This global warming is one symptom of climate change that has seen a rise in extreme weather events, shifting wildlife habitats and populations, rising sea levels and other impacts265.

Because renewable energy sources don't emit greenhouse gases such as carbon dioxide, they do not contribute to global warming. These renewable sources mean that climate change is not being advanced, while measures such as reforestation can help to alleviate the damage already done to the climate, combining to reduce global warming.

Can Clean Energy Replace Fossil Fuels?

As mentioned above, humans have been using fossil fuels for decades, meaning that the switch to clean energy has been relatively recent. As a result, renewable energy sources are still seen as being unpredictable and do not yet meet our global power demands. This means that renewable energy is still being topped up with carbon-based energy sources.

However, it is believed that our energy needs can be balanced by the efficient storing of renewable energy so it can be used when the demand is present. A great deal of work is being done to improve the infrastructure and storage capabilities of clean energy, with experts saying that clean renewable energy could replace fossil fuels by 2050.

How Will Clean Energy Help Our Economy?

There are financial benefits related to clean energy, not least due to the creation of work to improve the infrastructure, manufacture clean energy solutions and install and maintain them. Renewable and clean energy are growth sectors as the world begins to move away from fossil fuels, meaning that more opportunities will arise in areas ranging from mobility to power generation and storage.

The expertise that comes with developing these next generation power solutions can be of benefit of those that attain it, offering work and contracts to those who are slow to take up clean energy.

Of course, the financial implications of clean energy are just part of the story, since the real incentive behind clean energy is creating a better future for the planet. But, as fossil fuel use

[265] supra

declines, so will the associated financial rewards, meaning that clean energy is not just good for the environment but it is a forward step for industry too.

How Can We Get Clean Energy?

Clean energy can be obtained from a variety of sources which, when put together, could create solutions for all of our energy needs.

Sunlight is the most abundant and freely available energy resource on the planet, in fact the amount of solar energy that reaches the Earth in one hour is enough to meet the total energy requirements for the planet for an entire year. Of course, solar power is limited by the time of day, the seasons of the year and geographical location. Despite this, solar energy is being used on both a large and a domestic level already.

Wind power is another plentiful source of clean energy, with wind farms providing a good contribution to power in the UK and elsewhere. As of yet, while domestic 'off grid' wind energy is available, not every property is suitable for a wind turbine.

Hydro or water power is one of the most commercially developed sources of clean energy.

This energy source is seen as more reliable than either wind or solar power and also allows for the easy storage of the energy that is generated so it can be used in line with demand. Municipal hydro power is also being investigated, meaning that the future could see us all using the flow of water through pipes in our homes to generate electricity. Tidal power is a largescale version of hydro power and, although it doesn't provide a constant supply of energy, it is highly predictable and reliable.

TWI has been involved in a great deal of work to advance geothermal power, which harnesses the natural heat below the Earth's surface. Used to heat homes or generate electricity, this resource is more effective in some regions than others. Iceland, for example, has a plentiful and easily reachable geothermal resource, while geothermal heat in the UK, by comparison, is far less freely available.

Biomass uses solid fuel created from plant materials to produce electricity. Although this energy source still requires the burning of organic materials, this is not wood and is now much cleaner and energy efficient than in the past. Using agricultural, industrial and domestic waste as solid, liquid and gas fuel is not only economical but also has environmental benefits too.

Types of Clean Energies in Uganda.

Uganda has a great potential for renewable energy development due to its abundant natural resources. The country has an estimated 6,000 MW of hydropower potential, with only about 10% of this potential currently being exploited. There is also potential for geothermal, solar, and wind energy development. With the help of international donors, the government of Uganda has been investing in renewable energy projects, including a large-scale hydropower project on the Nile River, a geothermal project in the Western Rift Valley, and several solar power projects.

The government has also established a Renewable Energy Fund to promote renewable energy investments. In addition, the government is working with the private sector to promote the development of small-scale renewable energy projects, such as solar home systems and mini-grids, to provide access to electricity in rural areas. With continued investment, Uganda has the potential to become a leader in renewable energy development in the region.

However, in Uganda we have got various types of clean energies and these include; solar energy, wind energy, biomass energy, Geothermal and hydropower energy.

Solar Energy:

Solar energy is any type of energy generated by the sun. This is generated by capturing the suns energy and converting it into electricity. Solar energy can be harnessed directly or indirectly for human use[266]

Solar energy is gaining attention worldwide as the most promising alternative and reliable source of energy. With increasing population and development, Solar energy in Uganda is receiving increased energy demand which can only be met through exploring other alternative sources of energy rather than heavily relying on traditional sources like charcoal, gasoline firewood and hydropower.

Most important is that the country lies along the equator and has a very high potential for solar energy production. The government has various projects on solar energy production, though it's not able to meet the demand especially in the rural areas of the country that are mostly not connected to national electricity grids.

At the same time there are no huge investments in this sector especially from the private sector since they are associated with minimal returns and high cost of investment. Most consumers rely on small scale photovoltaic plants for domestic application which are at times regarded insufficient sources of power especially if one is considering using it for industrial production, the rules and regulations in place are not being implemented adequately making the situation not any better since they cross cut in all energy power generation industries, with no subsidies to encourage higher investments in solar energy.

To effect investment in solar energy, local financial institutions opt to partner with international financial institutions dedicated to fund renewable energy specifically solar. This will help to offset some of the interest rates currently hindering most people from accessing renewable energy loans and will increase access to solar energy.

It is imperative to note that the sun is a natural nuclear reactor that releases energy called photons, they travel 93 million miles from the sun to Earth in about 8.5 minutes.[267] Enough photons impact our planet to generate enough solar energy in about sixty minutes to theoretically satisfy global energy needs for an entire year[268]. A 2017 report from the International Energy Agency shows that solar has become the world's fastest growing source of power, marking the first time that solar energy's growth has surpassed that of all other fuels (Krishna Engineers & Consultants 2016). Solar power is arguably the cleanest, most reliable form of renewable energy available.[269]

Uganda is endowed with 5-6 kWh M2 radiation 7 per day on flat surfaces[270] and the insolation is the highest at the Equator. However, varies up to a maximum of 20% from place to place away

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[266] http://national geographic guide united nations on climate change

[267] a. M. Mueller, "energy sources in uganda and solar radiation," pp. 1–37.

j. Mubiru and e. J. K. B. Banda, "monthly average daily global s [268]

[269]] j. S. Okonya and j. Kroschel, "indigenous knowledge of seasonal weather forecasting : a case study in six regions of uganda," vol. 4, no. 12, pp. 641–648, 2013. [6]

[270] c. Drazu, m. Olweny, and g. Kazoora, "household energy use in uganda : existing sources , consumption , and future challenges," vol. 2012, no. 2008, pp. 352–361, 2015

from the Equator, the dryer areas (north-east) have highest temperatures and lowest in the mountainous areas (south-west) of the country.[271]

The country is endowed with renewable energy resources for energy production and the provision of energy services. The total estimated potential is about 5,300 MW[272]. These resources remain largely untapped, this is due to the perceived technical and financial risks. Hydro and biomass still dominate electricity generation[273]

In the recent past solar power has received increasing attention by investors as well as a promising potential for exploitation of geothermal energy.

Solar energy as being used with appropriate technology for cooking food, water heating, refrigeration, lighting, telecommunications, and many others. However, Solar is becoming an important source of electricity, because of the escalating tariffs and the scarcity of electricity from the conventional hydro- and thermal- power generation in the country. This is attributed to the high operational costs of the existing and planned thermal power plants and the failure to develop other alternative electricity sources such as co-generation, wind and geothermal sources which have been seen as promising potentials for energy generation in Uganda.[274]

This is further made worse by the recent separation and privatization of the energy sector into many entities, namely; Electricity Regulatory Authority (ERA), Uganda Electricity Generation Company Limited (UEGCL), Uganda Electricity Distribution Company Limited (UEDCL), Uganda Electricity Transmission Company Limited (UETCL) and concessionaires ESKOM and UMEME which all depend on a single tariff for their operations and maintenance, resulting into excessively high prices and unaffordable tariffs that are currently being charged on the electricity.[275]

Future Trends In Solar Energy Consumption In Uganda.

Uganda's economy and population is growing fast and so are its power needs, according to a report by ministry of energy it is expected that by 2050, electricity demand in the country will quadruple.[276] The need to use solar and other renewable sources of energy will be no longer an alternative but a must do thing. The government has therefore started to partnership with the private sector energy providers that can build solar plants in Uganda learn them for agreed duration of time and later transfer them to the government[277]. Loans and grants to finance solar

[271] p. J. Turyareeba, "renewable energy : its contribution to improved standards of living and modernisation of agriculture in uganda," vol. 24, pp. 453–457, 2001.

[272]improved standards of living and modernisation of agriculture in uganda," vol. 24, pp. 453–457, 2001

[273] energy and e. Projects, "introduction of solar energy in uganda."

[274] s. Publications and e. Exploration, "photovoltaic developments in east africa : bp solar â€tm s applications and installations author (s): r . Evans source : energy exploration & exploitation , vol . 7 , no . 2 , special issue : energy in stable url : http://www.jstor.org/stable/43753695 photovoltaic developments in east af bp solar â€tm s applications and installati," vol. 7, no. 2, pp. 128–134, 2018.

[275] a. M. Mueller, "energy sources in uganda and solar radiation," pp. 1–37

[276]j. Mubiru and e. J. K. B. Banda, "monthly average daily global solar irradiation maps for uganda : a location in the equatorial region," renew. Energy, vol. 41, pp. 412–415, 2012.

[277] j. S. Okonya and j. Kroschel, "indigenous knowledge of seasonal weather forecasting : a case study in six regions of uganda," vol. 4, no. 12, pp. 641–648, 2013.

power projects is another undertaking that thcondoe government has come up with some of biggest multilateral lenders including the World Bank, the European Investment Bank, and the African Development Bank joined in with private financiers, such as South Africa's ABSA Capital and Standard Chartered Bank[278]. Ministry of energy has also come up with new Policies that are compatible with the global and regional energy policies. They acknowledge international and regional energy trends, especially in areas of energy investment, pricing and global impacts[279]. Since 2010, solar energy use has been gaining an upward trend[280]. Data available and projections indicate that by 2050 solar energy will surpass hydropower in terms of the most used renewable energy in the country.[281]

Environmental Impacts Of Solar Power In Uganda.

Energy generation and transmission methods have significant effects to the environment. The conventional energy generation options have higher negative impacts that damage the air, water, climate, soils, wildlife, and landscape as well as raise the levels of harmful radiation[282]. Renewable energy technologies are substantially safer hence offering a solution to many environmental and social problems associated with energy generation. Solar energy does not pollute air, water or cause greenhouse gases.

Solar energy can have a positive, indirect effect on the environment. Using solar energy replaces or reduces the use of other energy sources that have larger negative effects on the environment. Although, some toxic materials and chemicals are used to make the photovoltaic (PV) cells that convert sunlight into www.ijsrp.org electricity.[283]

Some solar thermal systems use potentially hazardous fluids to transfer heat. Leaks of these materials which can harm the environment and cause health effects to human beings and animals. However, environmental effects from solar energy technologies are usually minor which can be minimized by appropriate mitigation measures. The potential environmental burdens of solar energy are regularly site specific, depending on the size and nature of the project.

Wind Energy:

Uganda has a number of areas with high wind speeds of about 3.7m/s, rising to 6m/s around Lake Victoria, the Karamoja region, and mountainous areas284 making it a potential source of renewable energy.

Wind as a clean source of renewable energy produces no air or water pollution and since the wind is free, operational costs are nearly zero once a turbine is erected. The erection of wind

[278] p. J. Turyareeba, "renewable energy : its contribution to improved standards of living and modernisation of agriculture in uganda," vol. 24, pp. 453–457, 2001

[279]t. Overall and p. Goal, "the renewable energy policy for Uganda," 2017

[280] Energy and e. Projects, "introduction of solar energy in Uganda

[281] j. S. Okonya and j. Kroschel, "indigenous knowledge of seasonal weather forecasting: a case study in six regions of uganda," vol. 4, no. 12, pp. 641–648, 2013.

[282] u. Bloomberg new energy finance, "global trends in renewable energy."

international journal of scientific and research publications, volume 8, issue 3, march 2018 324 issn 2250-3 http://dx.doi.org/10.29322/ijsrp.8.3.2018.p7547[283]

[284] https://jornals.sagepub.com.

turbines facilitates the rotation of rotor blades, which convert kinetic energy into rotational energy the rotational energy is transferred by a shaft which to the generator, thereby producing electrical energy.

Wind energy has been used for millennia, but onshore and offshore wind energy technologies have evolved over the last few years to maximize the electricity produced - with taller turbines and larger rotor diameters. Though average wind speeds vary considerably by location, the world's technical potential for wind energy exceeds global electricity production, and ample potential exists in most regions of the world to enable significant wind energy deployment.

Many parts of the world have strong wind speeds, but the best locations for generating wind power are sometimes remote ones. Offshore wind power offers tremendous potential.

Conclusively, Solar energy is one of the most promising renewable and environmentally friendly energy sources available in the world today. To meet the increasing energy demand there is need to diversify the energy sector through increased investment into other renewable energy sources, chief of which should be solar energy. Uganda inadequate access to modern energy services and safe supply of power is affecting the entire society.

The Government and stakeholders in Uganda are working hard to tackle these challenges and one of the solutions towards achieving 100% renewable energy by 2040 is by increasing production and transmission of solar energy for off-grid citizens. On the other hand social and environmental benefits that derived from use of solar energy are already felt and are overwhelming

Biomass Energy:

Biomass Energy is generated by using organic materials such as wood, agricultural waste, and animal waste to generate electricity. Biomass is becoming increasingly popular and is renewable, sustainable and clean energy source.[285]

Biomass is the predominant type of energy used in Uganda, accounting for 94% of the total energy consumption in the country.[286] Charcoal is mainly used in the urban areas while firewood, agro-residues and wood wastes are widely used in the rural areas. Firewood is used mainly on three-stone fires in rural households and in food preparation by commercial vendors in urban areas. Only about 10% of all households use efficient stoves.[287] The same applies to the burning of farm residues.

Additionally, firewood in some institutions like schools and hospitals is however used on improved stoves. Charcoal is mainly used on a metallic stove traditionally known as a 'sigiri' though the use of the clay sigiri is picking up. For the conversion of firewood into charcoal, earth mounds and pits are used as charcoal kilns. These have a wood conversion efficiency of 10 to 12% on weight-out to weigh-in basis therefore this implies that about 9 kg of wood are needed to produce 1 kg of charcoal, which translates into 22% efficiency on an energy output to energy input basis.

It is imperative to note that introducing improved technologies may increase efficiency to achieve 3 to 4 kg of wood per kg of charcoal, which corresponds to 60% to 50% efficiency respectively on an energy basis.[288] Efforts to train charcoal burners have mainly been unsuccessful as most of them do it on an individual basis. Like in most African countries,

[285]supra

[286]http://energypedia.inform/wiki/uganda energy.situation # cite note 16

[287]ibid

[288]ibid

research, development and dissemination of efficient and modern biomass technologies are not yet at the desired level.

Biomass Potential Distribution In Uganda.

Various sources supply biomass, among them the different vegetation and land use types. The major sources are hardwood plantations, which consist of eucalyptus (50%), pine trees (33%) and cypresses (17%).[289] The total standing biomass stock is stated with 284.1 million tons [290]with a potential sustainable biomass supply of 45 million tons. However, accessible sustainable wood biomass supply stands at 26 million tons.[291] This amount meets 59% of the total demand of 44 million tons per year.

The theoretical potential production of agriculture residues is between 1,186,000 and 1,203,000 tons annually.[292] The only business that utilizes biomass residues for electricity production is the sugar industry in a cogeneration process. A small amount of coffee and rice husks is also utilized for heat production in cement and tiles manufacturing. Another small amount is used for the production of carbonized and non-carbonized briquettes.

Most of the biomass is used for cooking while a small share is either used as a fertilizer and/or animal fodder. The wood biomass demand and supply scenario projects that in the next ten years, the country will move from a surplus to a deficit and later to an acute deficit. By year 2011, the deficit is estimated to be 10.7 million tons.

Geothermal Energy:

Geothermal energy is energy generated by using the heat from the Earth's core to generate electricity. The exploration for geothermal resources in Uganda is still at the reconnaissance and exploration stage. Reconnaissance surveys on Ugandan hot springs started in 1921 by the geological survey of Uganda and the first results were published by Wayland (1935)[293]. In 1973, as a result of the oil crisis, an attempt was made to initiate a geothermal project with United Nations support, but this did not materialise due to the political turmoil in the country. Geothermal energy resources in Uganda are estimated at 450 MegaWats. Based on recent assessments in 2020,[294] there are three promising potential areas for geothermal resources all situated in western Uganda, in the western branch of the East African Rift Valley close to the proximity of Lake Albert and Lake Edward all located in western region and these areas include; Katwe-Kikorongo (Katwe, Kasese district), Buranga (Bundibugyo district), and Kibiro (Hoima District) for a detailed exploration.[295]

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[289] ibid

[290] http://energypedia.inform/wiki/uganda energy situation# cite note 16

[291] ibid

[292] Ibid

[293]muhwezi, d.k., 2009. The potential relationship of some geothermal fields in uganda. In proceedings of the third east african rift geothermal conference (pp. 365-382). Https://orkustofnun.is/gogn/unu-gtp-report/unu-gtp-2009-20.pdf

[294] ármannsson, h., 1994. Geochemical studies on three geothermal areas in west and southwest, uganda. Final report. Geothermal exploration uga/92/003, undesd, gsmd, uganda, 85pp.

[295]bahati, g., vincent, k. And catherine, n., 2010. Geochemistry of katwe-kikorongo, buranga and kibiro geothermal areas, uganda. In proceedings of the world geothermal congress, bali, indonesia (pp. 25-29). Https://www.geothermal-energy.org/pdf/igastandard/argeo/2010/bahati.pdf

However the current study results indicate that the temperature level varies between 150 C° and 200 C° which is sufficient for electricity generation and for direct use in industry and agriculture[296]

Geothermal areas in Uganda.

The Katwe geothermal area

The Katwe geothermal area lies at the foot of the Rwenzori Mountains (south) in the Katwe-Kikorongo Volcanic Field(KKVF). The Katwe Kikorongo Volcanic Filed is bordered to the south by the Lake Edward and Lake George to the east. The main fault runs North East-South West with a few associated crates including the Katwe, Kitagata and Kyemengo craters.[297]

Surface manifestations are generally scarce and found in the Katwe and Kitagata craters.

A few warms springs with temperatures of up to 32ºC and travertine deposits are found associated with the Katwe Crater Lake. Five hot springs are associated with Lake Kitagata having temperatures between 56 and 70℃. These hot springs have been and are still being used in the cooking of Obushera, a millet porridge.

The thermal fluids from the manifestations are characterized by high carbonate and sulphate and salinity (19,000 – 28,000 mg/kg total dissolved solids). The thermal fluids from Lake Kitagata and Lake Katwe craters are characterized by the presence of high levels of hydrogen sulphide (30-40 ppm) suggesting a volcanic and hydrothermal source. Models based on hydrology studies of hot springs using hydrogen isotopes indicate that the fluid is a mixture of hot geothermal water with the lake water.

Temperature gradient wells were drilled (200-300m) and measurements suggest geothermal gradients of 30-36℃/km, slightly above the global average of 30℃/km. Subsurface temperatures predicted by isotopic geothermometry (sulphate water isotope) and mixing models suggest ranges of 130–200℃[298]

Two anomalous areas (low resistivity) have been identified using transient electromagnetic (TEM) geophysical studies. The first is located around Lake Katwe and the second stretch from Lake Kitagata to Lake Kikorongo. Gravity geophysical investigations support the results of the TEM study indicating that the anomalous areas are controlled by a N-S fault (east of Lake Katwe) and an NNE-SSW fault (Lake Kitagata – Lake Kikorongo area)

The Buranga geothermal area

The Buranga geothermal area is in the Albertine Rift in the Semuliki National Park at the north-western/western end of the Rwenzori Mountains. There is no evidence of volcanism but they are tectonically active characterised by major tectonic faults (Bwamba fault). Geologically, the area is dominated by sedimentary rock. Geothermal manifestations include hot springs (37 springs

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[296] kato, v., 2000. Geothermal field studies using stable isotope hydrology: case studies in uganda and iceland. United nations university. Https://orkustofnun.is/gogn/flytja/jhs-skjol/yearbook2000/10vincent.pdf

[297] muhwezi, d.k., 2009. The potential relationship of some geothermal fields in uganda. In proceedings of the third east african rift geothermal conference (pp. 365-382). Https://orkustofnun.is/gogn/unu-gtp-report/unu-gtp-2009-20.pdf

[298] bahati, g., z. Pang, h. Armannsson, e.m. isabirye, v. Kato, 2005. Hydrology and reservoir characteristics of three geothermal systems in western uganda, geothermics, 34, p.568-591.

with flow rates of 10-30 l/s and temperatures up to 98.4°C.), fumarolic activity and travertine deposits[299]

According to the Geological Survey of Uganda carried form 1953-1954 a drilling program at Buranga to determine if geothermal power could be developed. Three boreholes were drilled in Buranga with depths up to 349. One borehole produced thermal water that in February 2005 the measured water temperature was 62°C. Subsurface temperatures of 120-150℃ were predicted using geothermometry coupled with mixing models. The fluids (surface and subsurface) are neutral with a pH of 7-8, salinity (14,000 – 17,000 mg/kg total dissolved solids) and have considerable gas, largely carbon dioxide.

Geophysical investigations (Schlumberger soundings) were carried out in 1973. Results showed that the resistivities of the rift sediments decrease towards the hot springs. Also, that high resistivity volcanic rocks (basement) dips west at the Bwamba fault.

The Kibiro geothermal area

The Kibiro geothermal area is located on the eastern shores of Lake Albert with key structures being the Kachuru and Kitawe faults (NNE-SSE)[300] The faults intersect the Albert Rift in the Kachuru and Kibiro villages. The field is divided into two, having distinct geological features. To the east, it is dominated by crystalline volcanic rocks (granites and granitic gneisses). Where the west, is dominated by thick (~5.5 km) sequences of sediments, with no volcanic rocks at the surface.

Surface manifestations are found in the western section on the shores of Lake Albert. They include hot and warm springs at Kibiro characterised by the presence of hydrogen sulphide, fumarolic activity at Kachuru, calcite and sulphur deposits.[301] These exhibit temperatures of up to 86.4℃ with flows of ~7 l/s.

Subsurface temperatures were estimated using geothermometers and mixing models and ranges from 110℃ and 220℃. A temperature of 54℃ was been observed from a shallow well (600 m) close to the geothermal area. The fluids have a neutral pH and salinities of 4,000 – 5,000 mg/kg (total dissolved solids).

Geophysical studies identified low resistivity(<5m) associated with the fault lines and a low resistivity anomaly 'trench' traced into basement rocks. This 'trench' follows the fault lines to the SSW and then along W-E. A high gravity was observed in the granites suggesting the presence of intrusive igneous bodies.

Therefore, Uganda as a country should improve on the measures on how geothermal energy can be generated since it is as an essential component of the world's shift to green energy because it is capable of providing carbon-free heat and continuous baseload power to compensate for the intermittency of wind and solar.

Hydropower

Hydro power energy is form of renewable energy that uses the water stored in dams, as well as flowing in rivers to create electricity in hydropower plants.[302] Therefore it is important to note

[299] ibid

[300] supra

[301] supra

[302] o. Kehinde, k.o babaremu, k.v akpanyung, e. Remilekun, s.t oyedele and j. Oluwafemi renewable energy in nigeria - a review, international journal of mechanical engineering and technology

that hydro power is a reliable and renewable source of energy, and can be used to meet the country's growing energy which puts the country in the bottleneck of overdependence on one source of energy.

The electricity supply system in Uganda was developed during the 1950s and 1960s with the construction of the Owen Falls Hydropower Station[303] (later renamed Nalubale Power Station) with 10 generators with a total installed capacity of 150 MW. Later the power station was refurbished and upgraded to 180 MW and a new power station, Kiira, was constructed with a capacity of 200 MW[304]

With the liberalization of the economy and the unbundling of the electricity utility, both Nalubale and Kiira hydro power stations were leased to Eskom (U) Ltd under a 20-year concession agreement. The two hydro power stations form the back bone of the electricity supply network in the country.

With the liberalization of the country's economy and the unbundling of the electricity utility, both Nalubale and Kiira hydro power stations were leased to Eskom (U) Ltd under a 20-year concession agreement. The two hydropower stations form the back bone of the electricity supply network in the country. The private companies Kilembe Mines Ltd, Tronder Power and Kasese Cobalt Co. Ltd have their own smaller hydropower plants Mubuku I with 5.4 MW, Mobuku II with 14 MW and Mobuku III with 10.5 MW[305]

The stations were initially built to supply their own industrial activity, but due to the interruption in the copper and cobalt production activities, the companies entered into a contract with the UETCL in 2003 to sell power to the grid. Other power stations are the Kanungu Power Station of Eco Power with 6.4 Mega Wats, and Mpanga Power Station of Africa Energy Management Systems with 18 MegaWats. Three other small hydro power stations Kuluva (120) (60 kW) and Kisiizi. The German Agency for International Cooperation (GIZ) set up small hydro power plants in Bwindi (64 kW) and Suam (40 kW)[306]

The country is facing occasional electricity supply shortages. Uganda's total installed capacity is 822 MW, generated primarily from Owen Falls Hydropower Station at Jinja in the South-Eastern part of Uganda[307].

Therefore, it important to note that Hydropower as renewable source of energy, and can be used to meet the country's growing energy which puts the country in the bottleneck of overdependence on one source of energy. Furthermore, Hydropower provides benefits beyond electricity generation by providing flood control, irrigation support, and clean drinking water.

Hydro potential and distribution

[303]robert tumwesigye, paul tumwebaze nathan makuregye, ellady muyambi,(2011) key issues in ugandas energy sector pro – biodiveristy conservations in uganda /.

[304] Ibid

[305] http://energypedia.inform/wiki/uganda energy.situation

[306] robert tumwesigye, paul tumwebaze nathan makuregye, ellady muyambi,(2011) key issues in Uganda's energy sector pro – biodiveristy conservations in uganda /

[307]http;//energypedia inform/wiki/uganda energy situation# cite note.

A Hydropower Development Master Plan has been developed with support from the Japan International Cooperation Agency (JICA). Uganda has considerable hydro resource potential estimated to be over 2,000 MW. The large-scale hydropower potential along the White Nile, which originates from Lake Victoria is controlled by the Owen Falls Dam. The water is released according to an "agreed curve" which is a relationship of the lake level and the flow representing the natural flow rate at Ripon Falls prior to the construction of the dam. In the long term, three large hydro power stations will be constructed.
The Karuma Power Station with 600 MW installed capacity and expected to be operational in 2018 And the Ayago Power Station with a size of 600 MW and expected to be operational in 2023. The small and mini hydro sites are mainly located in the Eastern and the Western parts of the country which are hilly and mountainous. A total of 59 mini hydropower sites with a potential of about 210 MW have been identified through different studies. Thus this gives a fair picture of the small and mini hydro potential in the country. Some of the sites can be developed for isolated grids and others as energy supply to the grid.

Hydrogen Energy.
Hydrogen is an odourless, colourless and tasteless gas that is produced through natural gas steam reforming the electrolysis of water. Lighter than air it burns with an invisible, clean carbon free and soot free flame.
Hydrogen energy have a long-shared history – powering the first internal combustion engines over 200 years ago to becoming an integral part of the modern refining industry. It is light, storable, energy-dense, and produces no direct emissions of pollutants or greenhouse gases. But for hydrogen to make a significant contribution to clean energy transitions, it needs to be adopted in sectors where it is almost completely absent, such as transport, buildings and power generation[308]
The Future of Hydrogen provides an extensive and independent survey of hydrogen that lays out where things stand now; the ways in which hydrogen can help to achieve a clean, secure and affordable energy future; and how we can go about realising its potential.

Hydrogen Production
Hydrogen can be extracted from fossil fuels and biomass, from water, or from a mix of both. Natural gas is currently the primary source of hydrogen production, accounting for around three quarters of the annual global dedicated hydrogen production of around 70 million tonnes. This accounts for about 6% of global natural gas use. Gas is followed by coal, due to its dominant role in China, and a small fraction is produced from the use of oil and electricity.[309]
Hydrogen can be produced using a number of different processes. Thermochemical processes use heat and chemical reactions to release hydrogen from organic materials, such as fossil fuels and biomass, or from materials like water. Water (H2O) can also be split into hydrogen (H2) and oxygen (O2) using electrolysis or solar energy. Microorganisms such as bacteria and algae can produce hydrogen through biological processes.

Thermochemical Processes

[308] https://www.ieaorgan/report/the future of hydrogen energy.
[309] Ibid

Some thermal processes use the energy in various resources, such as natural gas, coal, or biomass, to release hydrogen from their molecular structure. In other processes, heat, in combination with closed-chemical cycles, produces hydrogen from feedstock's such as water. Learn more about the following thermochemical processes[310]: Natural gas reforming (also called steam methane reforming or SMR) Biomass gasification Biomass-derived liquid reforming and Solar thermochemical hydrogen (STCH).[311]

Electrolytic Processes
Electrolysers use electricity to split water into hydrogen and oxygen. This technology is well developed and available commercially, and systems that can efficiently use intermittent renewable power are being developed. Learn more about electrolysis.

Direct Solar Water Splitting Processes
Direct solar water splitting, or photolytic, processes use light energy to split water into hydrogen and oxygen. These processes are currently in various early stages of research but offer long-term potential for sustainable hydrogen production with low environmental impact. Learn more about the following solar water splitting processes:
Photoelectrochemical (PEC)
Photobiological.

Biological Processes
Microbes such as bacteria and microalgae can produce hydrogen through biological reactions, using sunlight or organic matter. These technology pathways are in the research and development stage, with pilot demonstrations occurring, but in the long term have the potential for sustainable, low-carbon hydrogen production. Learn more about the following biological processes:
Microbial biomass conversion
Photobiological.
Fuel costs are the largest cost component, accounting for between 45% and 75% of production costs. Low gas prices in the Middle East, Russia and North America give rise to some of the lowest hydrogen production costs. Gas importers like Japan, Korea, China and India have to contend with higher gas import prices, and that makes for higher hydrogen production costs.
The concept of hydrogen energy involves the use of hydrogen and/or hydrogen-containing compounds to generate energy to be supplied to all practical uses needed with high energy efficiency, overwhelming environmental and social benefits, as well as economic competitiveness.[312]

A hydrogen Economy
John Bockris defined the term hydrogen economy during a talk he gave in 1970 at General Motors (GM) Technical Center to mean the vision of using hydrogen as a low-carbon energy

[310] http://www.hydrogen energy production.
[311] Ibid
[312]http/.nilepost.co.ug/category/news

source replacing, for example, gasoline as a transport fuel or natural gas as a heating fuel.313 Hydrogen is attractive because whether it is burned to produce heat or reacted with air in a fuel cell to produce electricity, the only by product is water.

He further stated that "Hydrogen is not found in pure form on Earth, however, so it must be produced from other compounds such as natural gas, biomass, alcohols or water".

In all cases it takes energy to convert these into pure hydrogens, for that reason, hydrogen is really an energy carrier or storage medium rather than an energy source in itself – and the climate change impact of using it depends on the carbon footprint of the energy used to produce it.

Additionally, Hydrogen is the most abundant element in the universe and can be produced using a variety of renewable sources such as solar, wind and water. It can be produced from fossil fuels, such as natural gas, but this is not a sustainable option.[314]

Later on, a hydrogen economy was first proposed by the University of Michigan to solve some of the negative effects of using hydrocarbon fuels where the carbon is released to the atmosphere (as carbon dioxide, carbon monoxide, unburnt hydrocarbons, etc.). Modern interest in the hydrogen economy can generally be traced to a 1970 technical report by Lawrence W. Jones of the University of Michigan.[315]

A spike in attention for the concept during the 2000s was repeatedly described as hype by some critics and proponents of alternative technologies[316] Interest in the energy carrier resurged in the 2010s, notably by the forming of the Hydrogen Council in 2017. Several manufacturers released hydrogen fuel cell cars commercially, with manufacturers such as Toyota and industry groups in China planning to increase numbers of the cars into the hundreds of thousands over the next decade.[317]

In the modern world today a lot of countries have adopted to a hydrogen economy and these include Japan, Germany south Korea, United Kingdom, France Italy, united states china, India, Canada unlike in Africa.

Hydrogen economies rely on the production and use of hydrogen fuel cells. Fuel cells are devices that use hydrogen to produce electricity. They are much more efficient than traditional combustion engines, and produce no emissions. This makes them ideal for powering electric vehicles, which can reduce emissions from the transportation sector.

Hydrogen economies could be used to store energy from renewable resources, such as solar and wind. Hydrogen can be stored in fuel cells, and then used to generate electricity when needed. This could help to reduce reliance on traditional sources of energy, such as coal and natural gas.

Hydrogen economies could also be used to provide energy to remotes areas that are not connected to the electricity in these areas, providing a clean and reliable source of energy.

How to Set Up a Hydrogen Economy.

A hydrogen economy is proposed to solve some of the negative effects of using hydrocarbon fuels in transportation, and other end-use applications where the carbon is released to the

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314 Ibid

315 Ibid

316316http/.nilepost.co.ug/category/news

317 http://.www.national geographic energy waves

atmosphere therefore the need to start it up is very versatile to the environment and the economy of the country as well.

1. **Manufacturing:** The problems begin with its production. Hydrogen doesn't exist on Earth in its pure form. It needs to be produced, using electricity. Today, roughly 95% of hydrogen is produced using fossil fuels in an emissions-intensive process, with each kilogram of hydrogen resulting in 10 kilograms of carbon being emitted. There is a great deal of interest in producing it using sustainable electricity, but the requirement for intensive energy to produce pure hydrogen.
2. **Hydrogen Storage and transportation**. Pure hydrogen is highly volatile and must be stored safely, but storing it is challenging. As a gas, it requires cryogenic storage or extreme pressure storage vessels to keep the hydrogen intact. As a liquid, it boils off at normal temperatures. This requires the development of new storage and transportation methods, such compressed gas, liquid hydrogen, and solid state storage.
3. **Distribution**: Transporting hydrogen, which is highly volatile, is equally challenging. Because it is the smallest molecule, hydrogen works its way between the crystalline structure of metals, making them brittle, resulting in cracking and failure. There is no distribution infrastructure in place now that could handle hydrogen.

4. Hydrogen fuelling infrastructure: hydrogen fuelling infrastructure must be developed in order to provide public access to hydrogen fuel. This infrastructure includes, hydrogen production, storage, transportation systems as well as fuelling stations.

5. Hydrogen powered vehicle is vehicle that uses hydrogen fuel for motive power. Hydrogen vehicles include: hydrogen-fuelled space rockets, as well as ships and aircraft. These must be developed in order to take advantage of the energy stored in hydrogen. This requires the development of fuel cells, which can convert hydrogen into electricity.

6. Installation of a Pilot Plant: Government needs to partner with a private electrolysis company to develop commercial-scale pilot project including a renewable energy plant (Solar/Wind), electrolysis facility and a direct source of demand (i.e., Ammonia plant). This will aid policy makers in developing domestic capabilities, identifying unique local challenges, further developing R&D and crafting initial policies and regulations.

7.Development of Local Policies and Regulations: Once the initial pilot plant has proven commercially viable, government needs to develop comprehensive green hydrogen policy including realistic production targets considering domestic demand and global market trends, defining sector governance and outline policy framework, as well as outline funding structures.

8. Develop an International Export Market: Increased generation and experience with green hydrogen throughout the continent will result in falling production costs in response to economies of scale, R&D development and domestic experience. Export of green hydrogen can be either in the form of liquified green hydrogen to renewable energy deficit countries or in the form of green finished industrial products such as steel, polymers, metals, methanol, etc. A government supported company can be set up to form supply agreements with key export markets which will enable government to build, upgrade or retrofit the required infrastructure for shipping and pipeline channels.

In summary, green hydrogen production is already gathering pace on the continent. While the production is not yet broadly cost-competitive as compared to the conventional fuels, it would replace (natural gas, coal). Africa has the opportunity to position itself as a major producer and exporter of green hydrogen as the hydrogen economy in Africa develops, driven by R&D, integration of hydrogen in the value chain and increased capacity of renewable energy in the power mix.

Uganda like any other country the concept of hydrogen economy can be associated systems can be applicable in Uganda. Hydrogen provides a clean and sustainable energy source that can be used to power vehicle, buildings and other applications. Additionally, hydrogen can be produced from renewable sources such as solar, wind and hydroelectricity, and can be used to store energy from these sources. Hydrogen can also be used to produce electricity and heat, and be used to fuel cells and other energy technologies.

In Uganda hydrogen could be used to provide a clean, reliable and affordable energy source for transportation, industry and other applications.

Uganda is aspiring to advance green hydrogen development and capture domestic opportunities, in particular, through green power generation using hydrogen-based storage, as an alternative source of electricity thus the Government has signed a Memorandum of understanding with Hydrogen de France SA ("HDF Energy") group to develop a hydrogen based storage green power generation plant as an alternative source of electricity in Uganda.[318]

The deal was signed by the minister of Energy Ruth Nankabirwa and Nicholas Lecomte, HDF's Director for Southern and East Africa on the sidelines of the ongoing COP27 meeting in Egypt. Lecomte stated that "The novelty of the power plant is such that political support is paramount to enable a first project, and the reforms to be conducted. Our cooperation with the Ministry on a first project in Uganda aims at, amongst other objectives, working jointly on a practical case to inform the local regulation, as well as creating an enabling environment and skills in Uganda for the green hydrogen industry."[319] Uganda now joins French Guiana in South America where the world's first utility scale hydrogen to power plant is being constructed.

The proposed first non-intermittent renewable energy power plant using hydrogen technology in Uganda is set to provide year-round supply for the equivalent of 24 hours a day and prefigures the future of renewable energies by eliminating their intermittency through hydrogen long term energy storage.[320]

A renewable power plant operates by combining a photovoltaic plant and mass storage of energy through a hydrogen chain, the green alternative to a classic diesel power plant as it only uses solar energy and water to produce stable electricity thus avoiding greenhouse emissions and noise.

Merits of Hydrogen Economy.

The use of hydrogen greatly reduces pollution. When hydrogen is combined with oxygen in a fuel cell, energy in the form of electricity is produced. This electricity can be used to power vehicles, as a heat source and for many other uses. The advantage of using hydrogen as an energy carrier is that when it combines with oxygen the only by-products are water and heat. No greenhouse gasses or other particulates are produced by the use of hydrogen fuel cells.

Hydrogen can be produced locally from numerous sources. Hydrogen can be produced either centrally, and then distributed, or onsite where it will be used. Hydrogen gas can be produced from methane, gasoline, biomass, coal or water. Each of these sources brings with it different amounts of pollution, technical challenges, and energy requirements.

If hydrogen is produced from water we have a sustainable production system, Electrolysis is the method of separating water into hydrogen and oxygen. Renewable energy can be used to power

[318] Ibid

[319] http/.nilepost.co.ug/category/news.

[320] ibid

electrolysers to produce the hydrogen from water. Using renewable energy provides a sustainable system that is independent of petroleum products and is non-polluting.
Some of the renewable sources used to power electrolysers are wind, hydro, solar and tidal energy. After the hydrogen is produced in an electrolyser it can be used in a fuel cell to produce electricity. The by-products of the fuel cell process are water and heat. If fuel cells operate at high temperatures the system can be set up as a co-generator, with the waste energy used for heating.

Demerits of Hydrogen Economy.
While hydrogen energy has a lot of admirable benefits, it's not really the outright preferable, clean and cheap energy source for most governments and companies. In the gaseous state, it's quite volatile. While its volatility gives it an edge over other energy sources in terms of accomplishing numerous tasks, it equally renders it risky to use and workaround. Some of the disadvantages of hydrogen energy include:
Hydrogen Energy is Expensive
Electrolysis and steam reforming, the two main processes of hydrogen extraction, are extremely expensive. This is the real reason it's not heavily used across the world.
Today, hydrogen energy is chiefly used to power most hybrid vehicles. A lot of research and innovation is required to discover cheap and sustainable ways to harness this form of energy. Until then, hydrogen energy would remain exclusively for the rich.
Storage, transport Complications
One of the hydrogen properties is that it has a lower density. In fact, it is a lot less dense than gasoline. This means that it has to be compressed to a liquid state and stored the same way at lower temperatures to guarantee its effectiveness and efficiency as an energy source.[321]
This reason also explains why hydrogen must at all times be stored and transported under high pressure, which is why transportation and common use is far from feasible.
It is Dependent on Fossil fuels
Hydrogen energy is renewable and has a minimal environmental impact, but its separation from oxygen requires other non-renewable sources such as coal, oil and natural gas. Fossil fuels are still needed to produce hydrogen fuel.
Hydrogen Energy Cannot Sustain the Population
Despite the fact that hydrogen is bountiful in supply, the cost of harnessing it limits extensive utilization. As you realize, it's quite challenging to disrupt the status quo.
Energy from fossil fuels still rules the world. There is also no framework put in place to ensure cheap and sustainable hydrogen energy for the normal car owner in the future.
Even if hydrogen were to become cheap right now, it would take years to become the most used source of energy since vehicles themselves and service stations would need to be customized to conform to hydrogen requirements. This would require massive capital outlay.
It's a fact that hydrogen energy is a renewable resource because it's abundantly available, and its impacts hugely neglected. However, hydrogen companies will, in a real sense, need other forms of non-renewable energy such as fossil (coal, natural gas, and oil) to separate it from oxygen. We may be able to minimize over-reliance on fossil fuels when we embrace hydrogen energy, but it will be daunting to get rid of it from the system.
It's Not the Safest Source of Energy

[321]http/.nilepost.co.ug/category/news.

The power of hydrogen should not be underestimated at all. Although gasoline is a little more dangerous than hydrogen, hydrogen is a highly flammable and volatile substance that frequently makes headlines for its potential dangers. Compared to gas, hydrogen lacks smell, which makes any leak detection almost impossible. To detect leaks, one must install sensors.
Conclusively, a Hydrogen economy has great potential for enhancing energy security and mitigating the emission of greenhouse gases. In order to help the stakeholders/decision-makers to understand the current status of hydrogen economy and then draft effective future strategies to promote the development of hydrogen economy in Uganda, SWOT analysis should be used to analyse the current status of hydrogen economy in other jurisdictions and nine effective strategies proposed on how it can be improved on the systematic development.

A Blue Economy.

A Blue Economy is that used by the World Bank for a "Sustainable Ocean Economy to mean the sustainable use of ocean resources for economic growth, improved livelihoods and jobs while preserving the health of ocean ecosystems".322 At the same time, it has been recognized that risks to blue economies may arise when extraction of one ocean-derived good reduces the availability of another good or ocean-provided services.
Advances of scientific knowledge through research and observations are needed to simultaneously maximize blue economic benefits from multiple goods and services in a sustainable manner.

National Strategies
Because of their economic potential, ocean resources have been recognized in recent years as important national assets, particularly in developing countries. This has led to the development of national strategies to harvest ocean resources to support national economies, formulated in the concept of blue economy.
Blue economy is particularly important to island nations, in which the areas of their exclusive economic zones far surpass their land areas, and land-based resources are scarce. However, some nations with large land areas (e.g., Australia) also have developed blue economy plans, albeit as a less substantial part of their overall economic development plans than for small island nations.
Sustainability is a key
Sustainability of resource use is a key to maintaining blue economies. Reaping benefits from the ocean while sustaining its health is at the core of Sustainable Development Goal 14 (SDG 14) of the UN Development Agenda 2030 "Conserve and sustainably use the oceans, seas and marine resources for sustainable development".
Blue economy has increasingly attracted the attention of ocean scientists.
The importance of sustainable use of ocean resources has recently been highlighted by the High-Level Panel for a Sustainable Ocean Economy, also noting that "using science and data to drive decision-making" is an important building block for sustainable use of the ocean.. In other words, it refers to the sustainable use of ocean resources for building economic growth, improved livelihoods, and ecosystem health of the oceans.

322 "**What** is the blue economy?" The World Bank 6 June 2017. Retrieved 14 may 2018

It is imperative to note that important challenge of the blue economy is to understand and better manage the many aspects of oceanic sustainability, ranging from sustainable fisheries to ecosystem health to preventing pollution.
Secondly, the blue economy challenges us to realize that the sustainable management of ocean resources will require collaboration across borders and sectors through a variety of partnerships, and on a scale that has not been previously achieved. This is a tall order, particularly for Small Island Developing States (SIDS) and Least Developed Countries (LDCs) who face significant limitations." The UN notes that the Blue Economy will aid in achieving the UN Sustainable Development Goals, of which one goal is "life below water.

Blue Economy Features
The Blue Economy encompasses many activities, all of which work towards the sustainable use of our ocean resources, geared towards instigating improved livelihood, overall economic development, and creating new jobs while keeping the health of the ocean ecosystems in check. Its various activities include the following:

- Producing renewable energy by way of sustainable marine energy resources
- Enhancing ocean and coastal tourism, which in turn can give rise to new job opportunities and enhance economic growth in the region.

Oceans are an important carbon sink and can help greatly mitigate the ill effects of rising climatic changes like changing ocean current patterns, rising sea levels, and acidification.
Maritime transport of international goods traded through sea routes is expected to grow in great numbers in the years to come.
Better waste management on land can improve the oceans-health and enable their recovery.
What are the main pillar areas of focus for the Blue Economy?
The pillar points of focus for the Blue Economy are:

- Renewing ocean energy
- Fisheries and aquaculture
- Building seaports and shipping
- Working on marine biotechnology research and development
- Enhancing marine tourism and cruise tourism
- Exploring offshore hydrocarbons and seabed minerals
- Sustainable whale and dolphin watching tourism

The Need for Blue Economy

- The oceans cover three-quarters of the earth’s surface. They contain 97% of the earth’s water. Also, they represent 99% of the living area on the planet earth.
- Oceans help derive 3-5% of the world’s GDP
- Oceans help in maintaining biodiversity and keeping the planet cool. They even absorb 30% of global carbon-dioxide emissions.
- Many income generation modes have been ruled out through sustainable use of the oceans, which can greatly boost economic growth.

How to Start Up a Blue Economy.

The blue economy requires a balanced approach between conservation, development and utilization of marine and coastal eco-systems, all oceanic resources and services with a view to enhancing their value and generates decent employment, secure productive marine economy and healthy marine eco-systems.

Emerging Renewable energy elsewhere in the world.

Renewable energy use increased 3% in 2020 as demand for all other fuels declined. The primary driver was an almost 7% growth in electricity generation from renewable sources. Long-term contracts, priority access to the grid, and continuous installation of new plants underpinned renewables growth despite lower electricity demand, supply chain challenges, and construction delays in many parts of the world.

Accordingly, the share of renewables in global electricity generation jumped to 29% in 2020, up from 27% in 2019. Bioenergy use in industry grew 3%, but was largely offset by a decline in biofuels as lower oil demand also reduced the use of blended biofuels.

Renewables Cucked The Trend In 2020

Renewable electricity generation in 2021 is set to expand by more than 8% to reach 8 300 TWh, the fastest year-on-year growth since the 1970s. Solar PV and wind are set to contribute two-thirds of renewables growth. China alone should account for almost half of the global increase in renewable electricity in 2021, followed by the United States, the European Union and India.

Wind is set for the largest increase in renewable generation, growing by 275 TWh, or almost 17%, which is significantly greater than 2020 levels. Policy deadlines in China and the United States drove developers to complete a record amount of capacity late in the fourth quarter of 2020, leading to notable increases in generation already from the first two months of 2021. Over the course of 2021, China is expected to generate 600 TWh and the United States 400 TWh, together representing more than half of global wind output.

While China will remain the largest PV market, expansion will continue in the United States with ongoing policy support at the federal and state level. Having experienced a significant decline in new solar PV capacity additions in 2020 as a result of Covid-related delays, India's PV market is expected to recover rapidly in 2021, while increases in generation in Brazil and Viet Nam are driven by strong policy supports for distributed solar PV applications. Globally, solar PV electricity generation is expected to increase by 145 TWh, almost 18%, to approach 1 000 TWh in 2021.

1. Solar Power: Solar power is the use of the suns energy either directly as thermal energy (heat) or through the use of photovoltaic cells in solar panels and transparent photovoltaic glass to generate electricity.

Solar power is the most abundant form of renewable energy in the world. It is also the fastest-growing source of electricity, with global capacity increasing by more than 80 percent. Solar power can also improve air quality and reduce water use from energy production. Because ground-mounted photovoltaic (PV) and concentrating solar-thermal power installations require the use of land, sites need to be selected, designed, and managed to minimize impacts to local wildlife, wildlife habitat, and soil and water resources.

Solar power is the most abundant form of renewable energy in the world. It is also the fastest-growing source of electricity, with global capacity increasing by more than 50% in 2020.

Solar energy involves converting energy from the sun into thermal or electrical energy using one of the cleanest and most abundant renewable energy sources.

Alongside wind, solar photovoltaic (PV) is the most established of the low-carbon energy technologies and, as it grows in scale, the costs of development are coming down.
According to the International Energy Agency (IEA),323 solar is on track to set records for new global deployments each year after 2022, with an average of 125GW of new capacity expected globally between 2021 and 2025.
China currently holds the largest capacity share of the renewable technology, having brought about 40GW into operation in 2020, taking its total installed solar capacity to 240GW.
2. Wind energy, or wind power, is created using a wind turbine, a device that channels the power of the wind to generate electricity. Wind power is a clean, renewable source of electricity that is becoming increasingly popular. Anything that moves has kinetic energy, and scientists and engineers are using the wind's kinetic energy to generate electricity. The wind blows the blades of the turbine, which are attached to a rotor. The rotor then spins a generator to create electricity. There are two types of wind turbines: the horizontal-axis wind turbines (HAWTs) and vertical axis wind turbines (VAWTs). HAWTs are the most common type of wind turbine.324They usually have two or three long, thin blades that look like an airplane propeller. The blades are positioned so that they face directly into the wind. VAWTs have shorter, wider curved blades that resemble the beaters used in an electric mixer.
Small, individual wind turbines can produce 100 kilowatts of power, enough to power a home. Small wind turbines are also used for places like water pumping stations. Slightly larger wind turbines sit on towers that are as tall as 80 meters (260 feet) and have rotor blades that extend approximately 40 meters (130 feet) long. These turbines can generate 1.8 megawatts of power.
Even larger wind turbines can be found perched on towers that stand 240 meters (787 feet) tall have rotor blades more than 162 meters (531 feet) long. These large turbines can generate anywhere from 4.8 to 9.5 megawatts of power.
Once the electricity is generated, it can be used, connected to the electrical grid, or stored for future use. The United States Department of Energy is working with the National Laboratories to develop and improve technologies, such as batteries and pumped-storage hydropower so that they can be used to store excess wind energy. Companies like General Electric install batteries along with their wind turbines so that as the electricity is generated from wind energy, it can be stored right away.
According to the U.S. Geological Survey, there are 57,000 wind turbines in the United States, both on land and offshore which standalone structures, or they can be clustered together in what is known as a wind farm.325 While one turbine can generate enough electricity to support the energy needs of a single home, a wind farm can generate far more electricity, enough to power thousands of homes. Wind farms are usually located on top of a mountain or in an otherwise windy place in order to take advantage of natural winds.
The largest offshore wind farm in the world is called the Walney Extension.326 This wind farm is located in the Irish Sea approximately 19 kilometers (11 miles) west of the northwest coast of England. The Walney Extension covers a massive area of 149 square kilometers (56 square miles), which makes the wind farm bigger than the city of San Francisco, California, or the island of Manhattan in New York.

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323 http://education.windenergy.business.com
324 ibid
325
326http://education.national geographic organization.org/resource/wind-energy

The grid of 87 wind turbines stands 195 meters (640 feet) tall, making these offshore wind turbines some of the largest wind turbines in the world. The Walney Extension has the potential to generate 659 megawatts of power, which is enough to supply 600,000 homes in the United Kingdom with electricity.

Hydro energy: also called hydropower, electricity produced from generators driven by turbines that convert the potential energy of falling or fast-flowing water into mechanical energy. In the early 21st century, hydroelectric power was the most widely utilized form of renewable energy; in 2019 it accounted for more than 18 percent of the world's total power generation capacity.

In the generation of hydroelectric power, water is collected or stored at a higher elevation and led downward through large pipes or tunnels (penstocks) to a lower elevation; the difference in these two elevations is known as the head. At the end of its passage down the pipes, the falling water causes turbines to rotate. The turbines in turn drive generators, which convert the turbines' mechanical energy into electricity. Transformers are then used to convert the alternating voltage suitable for the generators to a higher voltage suitable for long-distance transmission. The structure that houses the turbines and generators, and into which the pipes or penstocks feed, is called the powerhouse.

Hydroelectric power plants are usually located in dams that impound rivers, thereby raising the level of the water behind the dam and creating as high a head as is feasible. The potential power that can be derived from a volume of water is directly proportional to the working head, so that a high-head installation requires a smaller volume of water than a low-head installation to produce an equal amount of power. In some dams, the powerhouse is constructed on one flank of the dam, part of the dam being used as a spillway over which excess water is discharged in times of flood. Where the river flows in a narrow steep gorge, the powerhouse may be located within the dam itself.

In most communities the demand for electric power varies considerably at different times of the day. To even the load on the generators, pumped-storage hydroelectric stations are occasionally built.

During off-peak periods, some of the extra power available is supplied to the generator operating as a motor, driving the turbine to pump water into an elevated reservoir. Then, during periods of peak demand, the water is allowed to flow down again through the turbine to generate electrical energy. Pumped-storage systems are efficient and provide an economical way to meet peak loads.

In certain coastal areas, such as the Rance River estuary in Brittany, France, hydroelectric power plants have been constructed to take advantage of the rise and fall of tides. When the tide comes in, water is impounded in one or more reservoirs. At low tide, the water in these reservoirs is released to drive hydraulic turbines and their coupled electric generators.

Thermal energy, internal energy present in a system in a state of thermodynamic equilibrium by virtue of its temperature. Thermal energy cannot be converted to useful work as easily as the energy of systems that are not in states of thermodynamic equilibrium. A flowing fluid or a moving solid, for example, possesses energy that can be converted to work in some mechanical device, such as a windmill or a waterwheel, but the same fluid or solid in a thermodynamic equilibrium state having the same energy (as thermal energy) can do no work unless it is combined with another substance at a different temperature, as in a heat engine.

Tidal energy is generated from converting energy from the force tides into power and its production is considered more predictable compared to wind energy and solar power.
Although the world's first large-scale plant of its type became operational in 1966, tidal power is still not widely used. But the increasing global focus on generating power from renewable sources is expected to accelerate the development of new methods to exploit tidal energy.
Geothermal Energy: Geothermal energy is energy that is generated from heat of the Earth's core. It is a clean and renewable source of energy that can be used to generate electricity.
Geothermal energy harnesses natural heat energy generated beneath the earth's crust, with heat pumps extracting steam or hot water to surface level.
For the purpose of processing the raw energy, there are three types of geothermal power stations that currently exist these include; dry steam plants, flash steam plants and binary cycle plants.

Dry steam power plants
As the name suggests, these geothermal power plants utilize ''dry steam" to generate electricity. Dry steam is, essentially, water vapor or water in gaseous state. The geothermal power plant companies drill two separate wells to the extremely hot water reservoir under the earth's surface; the production well and injection well. The production well extracts steam with a temperature of at least 150°C (300°F) from the hot water reservoir below and directs it to the turbine.
The steam turns the turbine, which turns a shaft connected to a generator. With the turning, the generator converts the energy into electricity, which goes through power lines to a power grid and eventually supplied to homes, institutions, and industries. The used steam finds its way to the condenser, where it's converted into water and sent back down to the hot water reservoir through the injection well and the cycle continues.
Dry steam power plant is the old kind of geothermal power plant. The first dry steam power plant was set up in 1904 in Larderello, Italy. In the U.S., this type of geothermal power generation is only utilized in high volcanic mountain areas in California.

Flash steam power plants
This kind of geothermal power plant utilizes water at temperatures of at least 182°C (360°F). As the name suggests, it uses flash steam to generate electricity. Flash steaming is the process whereby extremely high-pressure hot water is flashed or vaporized into steam in a flash tank by reducing the pressure. The steam is then directed to turn turbines, which turns a shaft connected to a generator leading to production of electricity.
Flash steam power plants are the most common types of geothermal power plants in the modern world. The Wairakei Power Station, built in 1958 in New Zealand, was the first geothermal power plant that utilized flash steam.

Binary cycle power plants
This geothermal power plant is advantageous compared to the flash steam and dry steam power plants because it requires slightly cooler water (as low as 57°C (135°F) to heat a separate fluid (binary fluid) that has a lower boiling point.
The power plant enables cooler geothermal reservoirs to be utilized than is necessary for the flash steam and dry steam power plants. We have learned that the flash steam and dry steam use water at temperatures higher than 182 °C (455 K; 360 °F), which is pumped up under extremely high pressure to the electricity generation plant at the surface.

However, with binary cycle power plants, companies use pumps to pump up hot water from the hot water reservoir below through the production well, and the slightly cooler water is allowed to return to the reservoir below.

A separate fluid with a lower boiling point known as the binary fluid, normally a pentane hydrocarbon or butane, is pumped up at considerably high pressure via the heat exchanger.

The constant and predictable availability of geothermal energy, alongside its relatively low cost and small carbon footprint make it an attractive power source for the future. At the end of 2019, the US held the largest installed geothermal energy capacity at 3,676 megawatts.

Biomass Energy: Biomass is organic material that has been converted into energy. It can be used to generate electricity, heat homes and businesses, and produce transportation fuels. Because the definition of biomass is so broad, fuels that can be considered "biomass" include a wide variety of items and researchers are discovering new biomass energy sources all the time. Animal manure, landfill waste, wood pellets, vegetable oil, algae, crops like corn, sugar, switchgrass, and other plant material—even paper and household garbage—can be used as a biomass fuel source.

Biomass fuel can be converted directly into heat energy through combustion, like the burning of a log in a fireplace. In other cases, biomass is converted into another fuel source; examples include ethanol gasoline made from corn or methane gas derived from animal waste.

Roughly three to four percent of America's energy comes from biomass, while 84 percent comes from fossil fuels like natural gas, coal, and petroleum. Clearly, biomass has a long way to go before it's widely accepted as a source of energy.

Despite these challenges, there are many advantages to the growing use of biomass energy. One obvious advantage that biomass fuels have over other energy sources is that biomass is renewable: We can grow more plants, but nobody can make more oil.

Another advantage is that some sources of biomass, like manure, sawdust, and landfill garbage, use a fuel source that would otherwise go to waste. These sources, therefore, reduce our dependence on fossil fuels and nuclear energy while also reducing the negative impacts—noise, smell, vermin, declines in property values—that are associated with landfills.

Biomass Energy and the Environment

Biomass is a source of renewable energy that can be replenished at each crop cycle, wood harvest, or manure pile—but it isn't perfect. Because it comes from a variety of sources, biomass fuel isn't always consistent in quality or energy efficiency, and there isn't yet a well-developed network of biomass refineries and distributors like there is for gasoline and natural gas.

Additionally, the burning of biomass fuels, like the burning of fossil fuels, produces potentially dangerous pollutants like volatile organic compounds, particulate matter, carbon monoxide (CO) and carbon dioxide (CO2). CO2 is a greenhouse gas that is one of the leading causes of global warming and climate change.

The renewable nature of biomass energy, however, can greatly reduce this environmental impact. While burning biomass releases carbon monoxide and CO2 into the atmosphere, trees, and plants that are grown as a biomass energy source also capture carbon from the atmosphere during photosynthesis. This process is often called "carbon sequestering" or "carbon banking."

Is biomass eco-friendly?

There's some controversy over the cost-benefit balance of biomass energy and carbon sequestering. Some analysts have found that the atmospheric carbon (CO and CO2) released

when biomass fuels are burned is roughly equal to the carbon stored in trees and plants grown on biomass "plantations." This analysis makes biomass energy essentially carbon neutral and environmentally friendly.

Other experts, however have found that industrial-scale biomass energy development is wreaking havoc on the natural environment and on air quality. Greenpeace has published a report, "Fueling a Biomess," that finds large-scale growth in biomass energy has extended beyond waste sources like sawdust and paper mill waste, and whole trees and other important forest habitat are now being destroyed.

"Canada alone releases approximately 40 megatons of CO2 emissions annually from forest bioenergy production, an amount that exceeds the tailpipe emissions of all 2009 Canadian light-duty passenger vehicles. The CO2 emitted will harm the climate for decades before being captured by re-growing trees."

The Future of Biomass Energy

Though it's an ancient source of energy, biomass energy still has a long way to go before it replaces other energy sources like fossil fuels and nuclear energy.

Nonetheless, the home fireplace isn't going away, and a diversified energy policy is likely to be the best strategy for energy security in the 21st century. As researchers at Oak Ridge National Laboratory have stated, Studies suggest that the optimal [biomass] strategy will be different from place to place, determined by the quality of the land, its current uses, competing uses, and the demands for energy. At a time when coal-fired power plants are being phased out due to climate and environmental concerns, it is becoming an increasingly-considered option for alternative power generation.

Ocean Energy: Ocean energy is energy that is generated from the ocean's waves, tides, and thermal energy. This renewable energy source is still in its early stages of development but has the potential to become a major source of electricity in the future. Ocean energy has been developing itself for the last decade as an innovative renewable source of energy. Since water covers nearly 70% of the earth's surface. So water mass is a larger receiver of solar radiation on earth.

The energy in the ocean waves is a converted form of concentrated solar energy. The energy which comes from the sun is transferred through Complex wind electromagnetic wave interactions.327 The effect of Earth's temperature variation due to solar heating combined with a multitude of atmospheric phenomena (variation in temperature and pressure). It is used to power generation or wind current, around the globe.

Ocean wave generation, propagation and direction are directly related to these wind currents. On the other hand, Ocean tide are cycle variation in seawater elevation (tidal height). And flow velocity as a direct result of the earth motion with respect to the moon and the sun. Combined with the interaction of their gravitational force.

A number of phenomena relating to Earth rotational with tilting at rotation Axis. The rate of spinning, and interaction among gravitational and rotational forces cause. The title conditions to vary significantly over time. Tide conditions are more Apparent in coastal areas there constrained channels to augment the water flow and increase the energy density.

The forms of ocean renewable energy sources can be broadly categories into;

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- Tides energy
- Waves energy
- Tidal current
- Temperature gradient (Temperature difference)
- Salinity gradient (pH difference)

Ocean tidal stream: Potential energy of water which is associated with tides can be exploited by building barrage. Other forms of turbine equipped construction across an estuary.
Ocean waves: Energy associated with Ocean tides wave can be harnessed using modern technologies.
Marine energy: Kinetic energy associated with tidal power/marine current can be honest using modular system.
Temperature gradient: Thermal energy due to temperature gradient between sea surface and deep water can be harnessed. Using different Ocean Thermal Energy conversion (OTEC) processes.
Salinity Gradient: At the mouths of river where fresh water mixes with salt water (estuary area). Energy associated with the salinity gradient can be harnessed using a pressure retarded Reverse Osmosis process and associated conversion Technologies.
Estuary: It is the zone of coastal area where one or more rivers meet the sea.
What temperature difference created between deep of the ocean and surface can be used as source of thermal energy. This temperature difference is developed due to surface heating of ocean with respect to interior by solar radiation.
However, the Tides formed by the gravitational pull of the Moon. And waves formed by winds are considered to be good sources of mechanical energy.
Thus ocean energy can be exploited as

- Thermal energy
- Mechanical Energy

With advancement of Technology the ocean renewable energy sector. With special emphasis in the field of tidal current and wave energy conversion. Technology have gained significant attention worldwide.
Many of our Technologies are also being explored for energy uses other than electricity generation. Such as producing drinking water through desalination of salt water. Supplying compressed air for aquaculture, and hydrogen production by electrolysis.
Harnessing energy from tides using tidal Barrage or tidal turbine has been far. The longest history of successful generation of electricity from ocean resources. It represents one of the older and mature technologies with a potential for very less environmental impact.
Examples are: In France, the La Rance Barrage has a capacity of 240 megawatt. Whereas in Canada, Nova Scotia power operates a 20 megawatt plant. Other Ocean renewable energy sources such as salinity gradient, temperature gradient and even hydrothermal vents. Offer for their potential for extraction of renewable energy.
The system for harnessing wave and tidal current resources is mostly in the research and development stage. With very few experiencing any kind of pre-commercial deployment. The progress in Ocean energy development is reviewed by the 2006 IES-OES Publication. Review and analysis of ocean energy system development and supporting policy prepared by AEA technology.
Potential against wind and solar:

Sea water is about 850 times denser than air. Disturbing seas contain lots of energy in comparison to other sources of renewable energy that is wind and solar. When energy is transferred as swell waves across the ocean.

The amount of energy that is lost due to inner friction or viscosity, is very small. Water waves start losing energy when the depth decreases below one half wavelength. At this time, energy is dissipated as heat through Friction Against the seabed.

Eventually When the Waves strike against the shore. Some of energy is reflected. Most of the energy is lost as heat in turbulence* and friction. The wave power of ocean is the energy flow or energy flux.

It is expressed as the mean or average power per metre of crest. Length of a wave which is average energy per second. That is passing under the one of wave crests from the surface to the seabed.

- Viscosity is the internal friction of one layer of water moving relative to another layer. Energy lost due to viscosity is very less because most of the energy propagates at surface only.
- Turbulence is related to turbulent flow due to tracking of sea water with sea shore. It is form of random motion in which energy is attenuated as heat due to collision with in molecules.

Wave Characteristics:

The theory behind formation of wave is expressed as

Ocean waves are generated by wind current passage over water mass. Wind flowing over Water exerts tangential stress and generates waves. While the turbulent flow of wind near the surface creates pressure fluctuation. These waves Interfere with the above-generated wave and will increase their amplitude.

Since winds on earth surface flow because of temperature difference in different parts of earth. So this energy is part of solar energy. The sun is the ultimate source of energy on earth.

Types of the Waves:

After generation when the wave reaches at different depths inside the ocean. it forms different types of waves.

- Deep water waves.
- Intermediate depth waves.
- Shallow water waves.

The location where the waves are generated in the sea is referred to as Wind Sea. Whereas long time data collection for a site. Which may contain the communicative information for many sea states is called a wave climate. When winds change in strength then wave patterns are very complex. These waves travel with minimum loss of energy to produce the swell waves.

Waves are composed of orbit particles of water closer to the surface. Their size is same as the Wave height but the orbits decrease in size as we go deeper below the surface. The energy of ocean waves is closely associated with the size of orbits. Therefore, about 90% of the energy of ocean waves lies between the surface and the water depth.

Wave Statistics

In order to obtain the statistical picture of the waves in the Ocean at a particular location. Recording of the water state in the sea is performed for a long period. Using this type of data we obtain a scatter diagram in terms of H and T (tidal height and duration).

At the depth of 100m the annual average power per length is approximately 70 W/m. Whereas near shore at death of about 40m, the power may be 50 W/M, (typical case for North Atlantic Ocean). The annual energy per metre of crest length around the world as estimated by the World Energy Council in 2000 TWh. If this much amount of energy is harnessed that extra power demand in the winter season may be managed.

Wave Energy Devices:

These devices work on the principle of conversion of kinetic energy of moving waves into electrical energy. The rising water of the waves at different position. The wave shape enters into the specially designed chamber and the air already present in the chamber is pushed out.

The pressure created by the air movement is used to turn the turbine. Also used for the motion of piston (pulling or pushing of piston) and hence the generator associated with them.

General Categories of wave energy converters:

Many systems have been designed to convert the kinetic energy of waves into electrical energy and produce electricity.

On the very basic division the converters are arranged into three categories:

1. Wave activated bodies
2. Over topping devices
3. Oscillating water columns.
4. Wave activated bodies:

These types of devices the kinetic energy of wave motion of ocean is transferred directly to the motion of the device. The main characteristic of absorber is they are small in the horizontal dimensions compared to the wavelength of the waves.

From which they designed to convert energy. In other words, they take up a relatively small area of the ocean surface. E.g. Swedish hose pump.

Over topping devices:

Consist of a ramp or a tapered channel. That force the water of incoming waves to rise up and spill into a pool or reservoir. In this way, since the water surface of the reservoir is elevated relative to the ocean surface.

The energy of the waves has been converted to potential energy. In a manner resembling hydro power plants the water is flown back into the ocean through a turbine.

Oscillating water columns (OWCs):

Uses the crest of wave or an oscillating pillar of water that pumps air through a turbine. This motion of the water pillar is designed by taking a hallow cylindrical pipe. By placing it partly submerged in the sea.

The waves that roll against the cylinder will make the internal water surface oscillate. This oscillation creates pressure which is used to pump air that drives a turbine. This device may be located onshore, near shore, or offshore. Onshore is exactly at surface.

Near shore are relatively shallow depth and offshore sites have depth. Where the waves are not affected by the sea bed. Most energy can be found onshore. Since the wave has yet to lose energy in friction against the inner layers of the ocean.

The Effectiveness Of Renewable Energies In Uganda.

Renewable energy comes from a source that will not deplete. Two common examples of this type of energy are solar power and wind power. Geothermal power, hydropower, biomass, and tidal power are additional forms of renewable energy that produce power for our planet right now.

The primary efficacy of renewable energy is that few potentially harmful emissions are released into the atmosphere. Although fossil fuels are used to create the products that allow for this power to be produced, most forms of renewable energy can become carbon neutral in 5 years or less.

These are additional effectiveness of renewable Energy in Uganda to consider as well.

1. **It is safe, abundant, and clean to use when compared to fossil fuels**.

Even clean-burning natural gas is at a disadvantage to what renewable energy sources can provide. Enough sunlight comes down on our planet every day that if we could harvest it with solar panels and other forms of collection, we could power everything for an entire year. Because wind is created by the warmth of the sun, it is also virtually limitless. Fossil fuels, in theory, are a finite resource because of how they are created.

2. **Multiple forms of renewable energy exist**. Diversification within the renewable energy sector has exploded since the 1970s. From dams that provide hydropower to solar strips that are strong enough to handle the weight of a vehicle and can be turned into roads, we have numerous methods of creating power through the collection of renewable energy. There is greater diversity in this sector when compared to fossil fuel resources.

3. **It provides the foundation for energy independence**. Many nations rely on fossil fuels for their society to function under the "modern" definition. These fuels come from a handful of countries that work to control pricing and availability. By developing renewable energy resources, countries can work toward energy independence with a diversified portfolio of energy to access. Although these resources take time to develop, it should be remembered that the current fossil fuel infrastructure has more than a century of development behind it.

4. **Renewable energy is stable**. When renewables are creating energy, the power produced is stable and usable, just like any other form of "traditional" power. It is a dependable resource when an infrastructure is available to support it. Jobs are created within the sector as well, creating stability within local economic sectors at the same time. The power created can be distributed through existing grids, which can limit installation costs for some communities.

5. **It is a technology instead of a fuel**. Coal must be mined and refined to make it useful. Natural gas must be released and transported. A fossil fuel is created from natural resources, whereas renewable energies are created thanks to the use of technology. For this reason, the pricing of renewable energies will continue to go down as improvements in technology occur. Fossil fuels can see price reductions through mining and refining efficiency improvements, but there will always be an underlying labour cost that will affect pricing and availability.

However, renewable energies can be costly, although wind power and solar power have become cost-competitive with coal-fired power and nuclear power in some communities, some forms are not cost-competitive globally yet when the cost per kilowatt hour is compared. In 2015, the lifetime cost per kilowatt hour of conventional coal was 9.5 cents, while the cost of offshore wind was 15.8 cents.

1. **Not every form of renewable energy is commercially viable**. Many forms of renewable energy must be collected at a specific location, which means distribution networks must be setup to take advantage of the power that can be generated. These networks require a massive fossil fuel investment that can take generations to neutralize with the use of renewable energy. From tidal power to geothermal, the commercial viability of many renewable energy resources is not available right now.
2. **Many forms of renewable energy are location-specific**. Even solar energy has limited potential in some locations. In south western Uganda, just 71 days per year are classified as "sunny," or having a cloud cover that is less than 30%. Communities in south western Uganda may go prolonged periods without any sunlight during the winter months. Because renewable energy is often location-specific, it may not be available for every community to use.
3. **Many forms of renewable energy require storage capabilities**. With traditional power resources, a home or business is connected to a local distribution grid so that it can be accessed 24 hours. When using a renewable energy resource, back-up and storage resources must be included with the power generation opportunity. Sunlight doesn't happen at night. Wind speeds are not always consistent. The storage capabilities that are required can push the cost of a new renewable energy system beyond what the average person or community can afford.
4. **Pollution is still generated with renewable energy**. Renewable energies are cleaner than most fossil fuels, but "cleaner" and "clean" are very different terms. A resource like biomass still burns waste products and puts pollution into the atmosphere. This includes carbon and methane, which are classified as greenhouse gases. The technologies and facilities that are used to build renewable energy resources require fossil fuels, as do the transportation and distribution networks. In many instances, renewable energy relies on fossil fuels, whereas fossil fuels do not rely on renewables.
5. **Renewables often require subsidies to make them affordable**. In the United States, an emphasis on biofuels and renewable energies led to the creation of ethanol as a crude oil replacement. Despite taxpayer-funded subsidies in place for this corn-based fuel, only 430,000 barrels per day were produced in the 2007.328 That was enough to replace 2% of the oil that was being consumed while corn prices skyrocketed because of the crops being funnelled into this renewable fuel.
6. **Some forms of renewable energy require a massive amount of space**. To produce 20 megawatts of energy, current solar technologies require 100 acres of space. In comparison, the footprint for a nuclear power plant is 1 square mile to produce 1,000 megawatts of energy.329 Solar is therefore 45 times less space efficient compared to nuclear power. Solar is even worse, requiring up to 360 square miles to produce the same energy as one nuclear power plant.

The efficacy of renewable energy in Uganda show us that this technology has great potential. We have yet to realize its full potential, however, because of certain limitations that come with renewables. With more investments into this technology, prices can be lowered, jobs can be created, and the transition toward the consumption of fewer fossil fuels can happen.

Spots Of Potential Renewable Energies In Uganda.

[328]ministry of energy and mineral development, biomass energy strategy (2014), page 38

[329] ayebazibwe jenhifer volunter at the united nations, an article on barriers to renewable energy in uganda (linkedin.com)

Uganda is a landlocked country in Eastern Africa and is home to Africa's third-highest peak, Mount Margherita: 5,109 m (highest point in Uganda), which is a part of the Rwenzori Mountains National Park. The mountains are better known as the 'Mountains of the moon', is one of the most permanent sources of the River Nile and supports the richest montane flora in Africa.

Along with a few national parks and sanctuaries, Uganda is home to several hot springs. Two popular ones include the Sempaya (Semiliki National Park (Western Uganda) and Amoropii Hot springs. These hot springs are rooted in worship traditions as it is believed to have divine powers, visited by women hoping for cure for infertility and by those seeking fairer/tender skin. Other known uses of geothermal resources in Uganda include cooking, but there is no recorded use for generating electricity or for industrial applications (e.g. agriculture).

Geology

Uganda, located in East Africa which is a part of the East African rift system (EARS), an active continental rift zone. The EARS is a series of rift valleys divided into the eastern, south-West and western branches. The western branch runs along the border of Uganda and the Democratic Republic of Congo and passes through Rwanda, Burundi, and Tanzania. The western branch can be divided into three sections:

north including Lake Albert, Lake Edward, and Lake Kivu basins, with a trend of NNE to N–S;central trending NW–SE and includes the basins of lakes Tanganyika and Rukwa; and the southern section corresponding to Lake Malawi and small basins further to the south, structures include Albert, Kivu, Tanganyika, Rukwa and Malawi Rifts.

The west is characterized by much less volcanism than the east and is tectonically (seismically) active characterized by large, deep-seated (27–40 km) earthquakes. Parts of this branch shows the greatest subsidence on Earth represented by deep rift lakes at or below sea level.

Uganda is in the northern section and the most important structural features are the Albert (Albertine) Rift, Rwenzori Mountains and lakes Albert, Edward, and Kyoga. The Rwenzori Mountains are the highest rift mountains on Earth rising to over 5000m formed by rift flank uplift (a hotly debated topic). Basins associated with the Albert Rift are dominated by a thick sequence of non-volcanic sediments with some volcanic rocks in southern basins where volcanic products can be found.

Geothermal Resources

Geothermal exploration dates to 1930 with brief reconnaissance investigations of resources by the Geological Survey. The main geothermal resources of Uganda are in close proximity to Lake Albert and Lake Edward. The three most promising geothermal prospects are Katwe-Kikorongo (Katwe, Kasese district), Buranga (Bundibugyo district), and Kibiro (Hoima District). These will be discussed briefly below. Several other geothermal areas exist but are in the preliminary exploration phase with predicted subsurface temperatures of 100 – 160℃. Several are being considered for further work (surface exploration) including Rubaare, Panyimur, Kitagata, Ihimbo, and Kanangorok.

The Katwe geothermal area

The Katwe geothermal area lies at the foot of the Rwenzori Mountains (south) in the Katwe-Kikorongo Volcanic Field (KKVF). The KKVF is bordered to the south by the Lake Edward

and Lake George to the east. The main fault runs NE-SW with a few associated crates including the Katwe, Kitagata and Kyemengo craters.

Surface manifestations are generally scarce and found in the Katwe and Kitagata craters. A few warms springs with temperatures of up to 32ºC and travertine deposits are found associated with the Katwe Crater Lake. five hot springs are associated with Lake Kitagata having temperatures between 56 and 70℃. These hot springs have been and are still being used in the cooking of Obushera, a millet porridge.

The thermal fluids from the manifestations are characterized by high carbonate and sulphate and salinity (19,000 – 28,000 mg/kg total dissolved solids). The thermal fluids from Lake Kitagata and Lake Katwe craters are characterized by the presence of high levels of hydrogen sulphide (30-40 ppm) suggesting a volcanic and hydrothermal source. Models based on hydrology studies of hot springs using hydrogen isotopes indicate that the fluid is a mixture of hot geothermal water with the lake water.

Temperature gradient wells were drilled (200-300m) and measurements suggest geothermal gradients of 30-36℃/km, slightly above the global average of 30℃/km. Subsurface temperatures predicted by isotopic geothermometry (sulphate water isotope) and mixing models suggest ranges of 130–200℃.

Two anomalous areas (low resistivity) have been identified using transient electromagnetic (TEM) geophysical studies. The first is located around Lake Katwe and the second stretch from Lake Kitagata to Lake Kikorongo. Gravity geophysical investigations support the results of the TEM study indicating that the anomalous areas are controlled by a N-S fault (east of Lake Katwe) and an NNE-SSW fault (Lake Kitagata – Lake Kikorongo area).

Buranga geothermal area

The Buranga geothermal area is in the Albertine Rift in the Semliki National Park at the north-western/western end of the Rwenzori Mountains. There is no evidence of volcanism but the are tectonically active characterised by major tectonic faults (Bwamba fault). Geologically, the area is dominated by sedimentary rock. Geothermal manifestations include hot springs (37 springs with flow rates of 10-30 l/s and temperatures up to 98.4°C.), fumarolic activity and travertine deposits.

Between 1953-54 the Geological Survey of Uganda carried out a drilling program at Buranga to determine if geothermal power could be developed. Three boreholes were drilled in Buranga with depths up to 349. One borehole produced thermal water that in February 2005 the measured water temperature was 62°C. Subsurface temperatures of 120-150℃ were predicted using geothermometry coupled with mixing models. The fluids (surface and subsurface) are neutral with a pH of 7-8, salinity (14,000 – 17,000 mg/kg total dissolved solids) and have considerable gas, largely carbon dioxide.

Geophysical investigations (Schlumberger soundings) were carried out in 1973. Results showed that the resistivities of the rift sediments decrease towards the hot springs. Also, that high resistivity volcanic rocks (basement) dips west at the Bwamba fault.

The Kibiro geothermal area

The Kibiro geothermal area is located on the eastern shores of Lake Albert with key structures being the Kachuru and Kitawe faults (NNE-SSE). The faults intersect the Albert Rift in the Kachuru and Kibiro villages. The field is divided into two, having distinct geological features. To the east, it is dominated by crystalline volcanic rocks (granites and granitic gneisses). Where the west, is dominated by thick (~5.5 km) sequences of sediments, with no volcanic rocks at the surface.

Surface manifestations are found in the western section on the shores of Lake Albert. They include hot and warm springs at Kibiro characterised by the presence of hydrogen sulphide, fumarolic activity at Kachuru, calcite and sulphur deposits. These exhibit temperatures of up to 86.4℃ with flows of ~7 l/s.
Subsurface temperatures were estimated using geothermometers and mixing models and ranges from 110℃ and 220℃. A temperature of 54℃ was been observed from a shallow well (600 m) close to the geothermal area. The fluids have a neutral pH and salinities of 4,000 – 5,000 mg/kg (total dissolved solids).
Geophysical studies identified low resistivity(<5m) associated with the fault lines and a low resistivity anomaly 'trench' traced into basement rocks. This 'trench' follows the fault lines to the SSW and then along W-E. A high gravity was observed in the granites suggesting the presence of intrusive igneous bodies.

Hydro power sources.
The Nile[b] is a major north-flowing river in north-eastern Africa. It flows into the Mediterranean Sea. The Nile is the longest river in Africa and has historically been considered the longest river in the world,[3][4] though this has been contested by research suggesting that the Amazon River is slightly longer. Of the world's major rivers, the Nile is one of the smallest, as measured by annual flow in cubic metres of water. About 6,650 km (4,130 mi) long, its drainage basin covers eleven countries: the Democratic Republic of the Congo, Tanzania, Burundi, Rwanda, Uganda, Kenya, Ethiopia, Eritrea, South Sudan, Republic of the Sudan, and Egypt. In particular, the Nile is the primary water source of Egypt, Sudan and South Sudan. Additionally, the Nile is an important economic river, supporting agriculture and fishing.
The Nile has two major tributaries – the White Nile and the Blue Nile. The White Nile is traditionally considered to be the headwaters stream. However, the Blue Nile is the source of most of the water of the Nile downstream, containing 80% of the water and silt. The White Nile is longer and rises in the Great Lakes region. It begins at Lake Victoria and flows through Uganda and South Sudan. The Blue Nile begins at Lake Tana in Ethiopia and flows into Sudan from the southeast. The two rivers meet at the Sudanese capital of Khartoum.
The River Nile leaves Lake Victoria at Ripon Falls near Jinja, Uganda, as the "Victoria Nile." It flows north for some 130 kilometers (81 mi) to Lake Kyoga. The last part of the approximately 200 kilometers (120 mi) river section starts from the western shores of the lake and flows at first to the west until just south of Masindi Port, where the river turns north, then makes a great half circle to the east and north to Karuma Falls. For the remaining part, it flows westerly through the Murchison Falls until it reaches the northern shores of Lake Albert where it forms a significant river delta. Lake Albert is on the border of the Democratic Republic of the Congo, but the Nile is not a border river at this point. After leaving Lake Albert, the river continues north through Uganda and is known as the Albert Nile.

Solar energy.
The sun is the closest star to Earth. Even at a distance of 150 million kilometres (93 million miles), its gravitational pull holds the planet in orbit. It radiates light and heat, or solar energy, which makes it possible for life to exist on Earth.
Plants need sunlight to grow. Animals, including humans, need plants for food and the oxygen they produce. Without heat from the sun, Earth would freeze. There would be no winds,

ocean currents, or clouds to transport water.

Solar energy has existed as long as the sun about 5 billion years. While people have not been around that long, they have been using solar energy in a variety of forty thousand years. Solar energy is essential to agriculture cultivating land, producing crops, and raising livestock. Developed about 10,000 years ago, agriculture had a key role in the rise of civilization. Solar techniques, such as crop rotation, increased harvests.

Drying food using sun and wind prevented crops from spoiling. This surplus of food allowed for denser populations and structured societies.

Uganda is endowed with 5-6 kWh M2 radiation 7 per day on flat surfaces. The insolation is highest at the Equator. However, varies up to a maximum of 20% from place to place away from the Equator, the dryer areas (north-east) have highest temperatures and lowest in the mountainous areas (south-west) of the country. Cloudy weather influences solar radiation. Temperature variations throughout the year are little making it easy to use solar power as an alternative source of renewable energy. Thus Uganda like any other country its spot of solar energy is the sun.

Biomass energy: People have used biomass energy from living things since the earliest "cave men" first made wood fires for cooking or keeping warm. Today, biomass is used to fuel electric generators and other machinery. Biomass energy is energy generated or produced by living or once-living organisms.

The most common biomass materials used for energy are plants, such as corn and soy, above. The energy from these organisms can be burned to create heat or converted into electricity. All these flora and fauna are located in game reserves national parks among other places in Uganda depending on the climate conditions. It is available in many forms such as trees, bush (multistemed plants and scrub), grass and forbs, papyrus and reeds and vegetal waste. Other biomass types include; biogas from animal and human waste, and biofuels including ethanol and bio diesel.

Sand Battery

What Is a 'Sand Battery'?

A "sand battery" is a high temperature thermal energy storage that uses sand or sand-like materials as its storage medium. It stores energy in sand as heat.

Its main purpose is to work as a high-power and high-capacity reservoir for excess wind and solar energy. The energy is stored as heat, which can be used to heat homes, or to provide hot steam and high temperature process heat to industries that are often fossil-fuel dependent.

As the world shifts towards higher and higher renewables fraction in electricity production, the intermittent nature of these energy sources cause challenges to energy networks. The sand battery helps to ambitiously upscale renewables production by ensuring there's always a way to benefit from clean energy, even if the surplus is massive.

The first commercial sand battery in the world is in a town called Kankaanpää, Western Finland. It is connected to a district heating network and heating residential and commercial buildings such as family homes and the municipal swimming pool. The district heating network is operated by an energy utility called Vatajankoski.

The term "sand battery" was introduced to grand audience by a BBC News story published the 5th of July 2022. The story was written by BBC News' Environmental Correspondent Matt McGrath.

How do you heat the sand?
With electricity from the grid or from local production, in both cases from fluctuating sources such as wind and solar. We charge it when clean and cheap electricity is available. The electrical energy is transferred to the heat storage using a closed loop air-pipe arrangement. Air is heated up using electrical resistors and circulated in the heat transfer piping.
How hot is the sand?
The maximum temperature in the heat storage is about 600 degrees Celsius. However, the temperature may even be higher depending on customer needs. In practice, the maximum temperature of a sand-based heat storage is not limited by the properties of the storage medium, but by the heat resistance of the materials used in the construction and control of the storage.
How do you get heat out of the heat storage?
The heat storage is unloaded by blowing cool air through the pipes. It heats up as it passes through the storage, and it can be used for example to convert water into process steam or to heat district heating water in an air-to-water heat exchanger.
Why do you use sand?
Many solid materials, such as sand, can be heated to temperatures well above the boiling point of water. Sand-based heat storages can store several times the amount of energy that can be stored in a water tank of a similar size; this is thanks to the large temperature range allowed by the sand. So, it saves space and it allows versatile use in many industrial applications.
What kind of a sand you are using?
The heat storage is not very sensitive to sand grain size. We prefer high density, low-cost materials that are not from scarce sources. Someone else's dirt could be our heat storage medium. We prefer to use materials that are not suitable for construction industry.
Does it matter what the grain size of the sand is?
Not much, we prefer to use those grain sizes that are not suitable for construction industry.
How is the heat storage insulated?
The heat storage is made of steel and insulated with standard, heat resistant insulating materials. The insulation is all around the heat storage between the outer steel layer and the inner one.
How long does the sand stay hot in the winter?
It can stay hot for months if needed, but the actual use case of the heat storage is to charge it in about 2-week cycles. The heat storage has its best range of use when it is charged and discharged 20 to 200 times per year, depending on the application.

Challenges Facing Renewable Energy Resource Development in Uganda.
Renewable sources of energy are those sources that are replenished continuously by natural processes. This includes solar energy, hydropower, biomass, wind and geothermal among others. In Modern Renewable Energy means renewable energy resources that are transformed into modern energy services like electricity, which can be generated from water power, wind power, solar energy, geothermal energy and biomass cogeneration.

It also refers to clean fuels derived from renewable energy resources like biogas, ethanol, methanol, hydrogen or solar water heating as well as biomass utilized in efficient biomass technologies, like improved charcoal stoves and improved firewood stoves.
Uganda is richly endowed with renewable energy resources for energy production and the provision of energy services. The total estimated electrical power potential is about 5300 MW. These resources however, remain largely unexploited, mainly due to the perceived technical and financial risks.

Why Renewable Energy?
The ever-increasing cost of fossil fuels makes them too expensive for developing countries. Fossil fuels have an uncertain future. Experts show that if the world continues to consume energy at the current rate, the non-renewable sources will be exhausted in the near future.

- -Oil is expected to last for only 40 more years.
- -Natural gas can be available for the next 70 years.
- -Coal may be available for the next 280 years.

The Renewable Energy Resource Base Uganda has considerable renewable energy resources for energy production and the provision of energy services, yet they remain unexploited, largely due to the perceived technical and financial risks. These resources include: biomass, geothermal, large-scale hydro, mini/micro/Pico hydro, wind and solar energy.
However, with the exception of biomass, whose contribution is very significant, the remaining renewable sources (including large hydros), contribute about 5% of the country's total energy consumption. This limits the scope and productivity of economic activities that can be undertaken in any part of the country. Thus, it is imperative that the use of these abundant resources should be enhanced.
The Renewable Energy Power Potential Energy Source Estimated Electrical Potential (MW) Hydro 2,000 Mini-hydro 200 Solar 200 Biomass 1650 Geothermal 450 Peat 800 Wind - Total 5300 Source: Alternative Energy Sources Assessment Report, 2004.
The various barriers preventing steady growth for renewable energy resources development and utilization in Uganda are as follows:
High Upfront Costs: High upfront costs of investment in Renewable Energy Technologies (RETs) result in many of them not being cost-competitive. For example, unit costs for investing in the various renewable energy technologies are: solar PV US$12,000-15,000 per KW; solar water heating US$810-1,500 per KW; small hydros US$2,500-5,000 per KW.
Inadequate Legal and Institutional Framework: There has for a long time been a lack of a standard procedure and legal instruments for new renewable energy investments. There are several institutions involved in RET development and the procedure is not well defined.
Limited Technical and Institutional Capacity: There is limited technical and institutional capacity in both the public and private sector to implement and manage renewable energy investments. For instance, in the rural areas, there are few public and private sector personnel involved in the energy business. Lack of skills by public and private actors to address the roles, needs and decision-making differences for women and men, hinders increased participation and benefits, which would have resulted from appropriate renewable energy interventions.
Lack of Financing Mechanisms: There is a lack of appropriate financing mechanisms to facilitate the development and promotion of RETs. Commercial Banks currently are not providing long term lending required for RETs. Because renewable energy technologies still

have high upfront costs, consumers find them unaffordable. Mechanisms for consumer financing to address this problem are still inadequate.

Underdeveloped Market: The market for RETs and after sale delivery services are underdeveloped.

Lack of Awareness: There is limited awareness of the importance of renewable energy among the stakeholders, and lack of recognition of women as key participants in technology use and innovations.

Unsustainable use of Biomass: Currently there is inefficient use of biomass and lack of replenishment. There is indiscriminate cutting of trees and little use of more efficient technologies, such as improved cook stoves and gasification.

Lack of Standards and Quality Assurance: There are lack of adequate standards and mechanisms to monitor and ensure quality of RETs. For instance, there are different solar technologies on the market and the general public is not aware of their effectiveness.

Lack of Sufficient Data on Resource Base: Although several studies have been conducted on the resource base, this information has not been appropriately stored for retrieval or processed, especially for wind, solar and geothermal energy.

Lack of Integrated Resource Planning: Integrated resource planning takes into account supply and demand side constraints and environmental planning considerations. While Uganda's energy planning system has concentrated mainly on the supply side, it has not integrated renewable energy sources such as the biofuels (ethanol, bio-diesel, methane and methanol) as substitutes for fossil fuels and small hydropower development as an integral component of hydro power planning.

Inadequate Attention to Research and Development (R&D): There is lack of focus on R&D in the Energy Sector and no apparent budget is provided to institutions of higher learning to specifically conduct R&D. No systems have been put in place either for international cooperation in R&D to easily accelerate technology transfer.

Limited Stakeholder Involvement: There has been limited stakeholder participation in the planning and implementation of renewable energy projects. This has led to poor sustainability of investments. Furthermore, with the Power Sector Reform, the need for the holistic program development and management, involving the various bodies in the Power Sector, is even more desirable

How Can Uganda Overcome the Plausible Challenges Facing the Renewable Resource Energy?

Start more partnership with the private sectors, Uganda should start a partnership with the private sector energy providers that can build more solar plants in Uganda. With the need to achieve 100% renewable by 2050, Uganda should develop its solar energy four times the existing capacity. This can be simply put as the need to use solar and other renewable sources of energy will be no more an alternative but a must-do thing in the near future. Solar hybrid system can be a better energy technology for Uganda in the near future.

Therefore, the economic viability of solar hybrid systems needs to be investigated for instance, floating solar PV and hydropower hybrid system, biogas-solar PV system, PV-storage-diesel

generators, and many others. Solar energy for thermal application plays great for post-harvest management as it is used for drying.330

Hence, the development and utilization of solar dryers should be expanded in rural Uganda. The use of software for hybrid system optimization and long-term energy planning optimization model with integrated on-grid and off-grid electrification should be extensively researched.

Expansion of biogas plants; the country should expand the existing biogas plants to all villages. Gasification should be studied and adopted in the country because it is the technology that promises clean fuel to mitigate climate change and uses varieties of cheap and locally available feedstocks such as agricultural and agro processing residues and MSW.

Biofuel or biodiesel, ethanol, and methanol production facilities should be developed or expanded since the country is very rich in biomass. There are a lot of underutilized agricultural and Agro processing residues that need to be converted into useful resources. This will open new ground for research in bioethanol production. For instance, a study has been conducted on bioethanol production from different matooke peels species.

The future clean energy that is going to change the country energy profile with less or no environmental concern is nonsolid biomass. Therefore, the country should plan to forget the traditional use of solid biomass.

For instance, biogas uptake among the community is still below average in Uganda.

This calls for new thinking in biogas dissemination strategy and business model. Search for feedstocks for both biogas and gasification. Co digestion (two feedstocks) of mixed waste is also an attractive area of research, for example, biogas production from livestock manures and slaughterhouse waste.

More importantly to note is that, a recent study assessed the entrepreneurial potential and feasibility of developing a mobile system for purifying and bottling biogas in portable cylinders for wider society consumption and benefit. This could increase biogas energy supply and access in Uganda. Therefore, extensive study is recommended in this area. Further, smart systems for monitoring the biogas production process are also attracting research today.

Increase government funding for renewable energies; the government of Uganda should increase funding for renewable energies technologies to make them more affordable and accessible. This could include subsides for installing renewable energy systems, tax incentives for business and individuals who invest in renewable energy, research and development grants for renewable energy companies.

Create awareness and education programs; the government should create awareness and education programs to inform citizens about the benefits of renewable technologies. These programs should focus on the economic, environmental, and social benefits of renewable energy technologies, and should be targeted to wars both individuals and businesses.

Develop regulatory frame works; the government should develop regulatory frame works to promote the adoption of renewable energy technologies in Uganda. This could include setting minimum standards for renewable energy systems, providing incentives for business and individuals to invest in renewable energy technologies, and establishing a system to monitor and evaluate the performance of renewable energy projects.

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[330] s. Mohammed, n. Fatumah, and n. Shadia, "drying performance and economic analysis of novel hybrid passive-mode and active-mode solar dryers for drying fruits in east africa," journal of stored products research, vol. 88, article id 101634, 2020.

Invest in infrastructures; the government should invest in infrastructures to support the growth of renewable energy technologies in Uganda. This could help include investing in transmission lines, storage facilities, and other energy infrastructure.
Encourage more private investment; the government should encourage private investment in renewable energies technologies. This could include providing tax incentives for businesses and individuals who invest in renewable energy projects, and creating a supportive regulatory environment for businesses that invest in renewable energy technologies.

The Laws Needed to Address the Challenges Facing the Renewable Energies in Uganda.

The legal framework for renewable energy in the country is founded on the Constitution of the Republic of Uganda (1995, as amended) and specific laws and statutory instruments including the Electricity Act (1999) and the National Electrification Strategy (NES), which was concluded in 2022.
The renewable energy Act, 2015: this law provides a legal frame work for the promotion, development, and utilization of renewable energy sources in Uganda.
The electricity Act, 1999: this law provides a legal frame work for the promotion, development, and utilization of renewable energy sources in Uganda.
This Policy sets out Government's vision, strategic goals, principles, objectives and targets for promoting and implementing renewable energy investments in Uganda. The Policy Framework provides a basis for the formulation of planning, implementation and monitoring of renewable energy programmes, as well as projects that respond to the needs and priorities of the population at various levels of the economy. It is based on the need to address energy challenges by implementing the Energy Policy in general and the Power Sector Reform in particular. It also aims to respond to threats posed by the increasing energy prices, environmental degradation, climate change, as well as Government's commitment to poverty and gender responsive energy actions. Furthermore, implementation of the Renewable Energy Policy will result in the disposition of Uganda's commitments at the Bonn Conference on Renewable Energy in 2004
The Energy and Mineral Development Act 2013; this law provides for the regulation of the energy and mineral sector in Uganda, including the promotion of renewable sources.
The Energy efficiency and conservation Act 2017; this law provides for the promotion of energy efficiency and conservation in Uganda, including the promotion of renewable energy sources.

ABOUT

ISAAC CHRISTOPHER LUBOGO

Uganda is a developing country with a population of approximately 43 million people. As the population increases, the demand for land is increasing as well. To meet the needs of the population, Uganda is transitioning to a more urban and modern lifestyle. This includes the development of smart cities, which are cities that use technology to improve the quality of life for citizens. Smart cities can provide efficient transportation, clean energy, and efficient waste management.

At the same time, Uganda is also transitioning to a more eco-friendly lifestyle. This includes the use of renewable energy sources such as solar, wind, and hydropower. Renewable energy sources are important for reducing the effects of climate change, as well as providing a reliable and sustainable source of energy.

The development of smart cities and the use of renewable energy sources require a sound legal framework. This includes the development of a comprehensive land law, which will outline the rights and responsibilities of citizens and landowners. This land law should include provisions for the acquisition of land for public and private use, as well as provisions for the protection of the environment.

In addition, the land law should also include provisions for the development of urban infrastructure, such as roads, bridges, and other public works. This infrastructure is necessary for the development of smart cities, as well as the efficient use of renewable energy sources.

Finally, the land law should also include provisions for the protection of the environment. This includes the protection of natural resources, such as forests and water sources, as well as the protection of wildlife. These provisions will help to ensure the sustainability of the environment, as well as the long-term viability of the smart cities and renewable energy sources.

In conclusion, the development of a comprehensive land law is essential for the development of smart cities and the use of renewable energy sources in Uganda. This land law should include provisions for the acquisition of land for public and private use, as well as the protection of the environment. It should also include provisions for the development of urban infrastructure and the protection of natural resources and wildlife. The implementation of this land law will help to ensure the sustainability of the environment and the long-term viability of the smart cities and renewable energy sources in Uganda.

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