IN THE EAST AFRICAN COURT OF JUSTICE

AT ARUSHA

FIRST INSTANCE DIVISION

(Coram: Monica K. Mugenyi, PJ; Faustin Ntezilyayo, DPJ; Fakihi A. Jundu, Charles Nyawello & Charles Nyachae, JJ)

REFERENCE NO.2 OF 2018

ATTORNEY GENERAL OF THE REPUBLIC OF BURUNDI ..... APPLICANT

VERSUS

SECRETARY GENERAL, EAST AFRICAN COMMUNITY..... RESPONDENT

AND

FRED MUKASA MBIDDE ..... INTERVENER

2ND JULY 2019

JUDGMENT OF THE COURT

A. INTRODUCTION

1. This Reference seeks to challenge the election of the Speaker of the 4th Assembly of the East Africa Legislative Assembly (hereinafter interchangeably referred to as 'EALA' or 'the Assembly') on the premise that the procedure adopted by the Assembly flouted provisions of the Treaty for the Establishment of the East African Community (hereinafter referred to as the "Treaty"), as well as the Assembly's Rules of Procedure on the question of quorum.

2. The Reference is *inter alia* premised on Articles 6(d), 7(2), 8(1)(c), 53(1), 57, 69 and 71(4) of the Treaty, as well as Rules 6 and 12(1) of the Assembly's Rules of Procedure, and is instituted against the Secretary General of the East African Community (EAC) who is sued in a representative capacity on behalf of the EALA, as provided under Article 4(3) of the Treaty. Following the hearing and determination of **Application No.6 of 2018** by this Court, Hon. Fred Mukasa Mbidde was admitted as an Intervener in this matter.

3. At the hearing of the Reference, the Applicant was represented by Mssrs. Nestor Kayobera and Diomede Vizikiyo; Dr. Anthony Kafumbe and Ms. Brenda Ntihinyurwa appeared for the Respondent, while Messrs Donald Deya, Justin Semuyaba and Nelson Ndeki represented Hon. Fred Mukasa Mbidde ('the Intervener).

B. APPLICANT'S CASE

4. It is the Applicant's case that on 19th December 2017 the Speaker of the 4th Assembly of EALA was elected without the participation of

the elected Members of the House from the Republic of Burundi and the United Republic of Tanzania. The Applicant further contends that on the same occasion the Clerk to the Assembly did preside over the Assembly for purposes of the election of the Speaker, as required under Rule 6(6) of the Assembly's Rules of Procedure, but did not verify the legality of that election as he would have been expected to do; neither did the Counsel to the Community (CTC) advise on the suspension of the election so as to attain the requisite quorum as is his advisory mandate under Article 71(1) of the Treaty.

5. The Applicant challenges the validity of the Speaker's election on account of its purported violation of Rule 12(1) of the Assembly's Rules of Procedure that provides for the quorum of the House, contending that the use of the term 'shall' in Rule 12(1) renders the quorum rule therein mandatory, such that a violation thereof would contravene the letter and spirit of Articles 6(d), 7(2) and 57(1) of the Treaty.

6. The Applicant thus contests the legality of the impugned election viz the fundamental principles that govern the Community as enshrined in Article 6(d) of the Treaty.

C. RESPONDENT'S CASE

7. Conversely, it is the Respondent's contention that the Speaker was duly elected in accordance with Article 53(1) of the Treaty and Rule 6 of the Assembly's Rules of Procedure. The non-participation of the EALA Members from the Republic of Burundi and United Republic of Tanzania is contested by the Respondent, who contends that the said Members were present within the precincts of the Assembly; had participated in the nomination of candidates, but

opted to exercise their right to abstain from the vote, a prerogative that Learned Counsel argued was available to them given that (in his view) the right to vote entails a corresponding right not to vote.

8. Learned Counsel for the Respondent urged the Court not to validate or condone the practice of Members of the Assembly walking out of the House so as to paralyse the conduct of its business, only to turn around and claim that they were absent.

D. SCHEDULING CONFERENCE

9. At a Scheduling Conference held on 14th June 2018, the Parties framed the following issues for the Court's determination.

   i. ***Whether or not the Right Honourable Speaker of the 4th Assembly was elected in accordance with the Treaty and the Rules of Procedure of the Assembly.***
   ii. ***Whether or not the Applicant is entitled to the remedies sought.***

10. At the same Scheduling Conference and pursuant to a Ruling of this Court in **Application No. 6 of 2018**, by virtue of which he had been admitted to this case, the Intervener was directed to file a Statement of Intervention in this matter.

E. STATEMENT OF INTERVENTION

11. The Intervener did file a Statement of Intervention dated 25th September 2018, in which he raised numerous points of law in respect of the present Reference and, in the alternative, advanced arguments in support of the Respondent's case to the effect that the Rt. Hon. Speaker was duly elected by the House. We are

constrained to address the Intervener's Statement of Intervention forthwith.

12. Article 40 of the Treaty makes provision for the function of an Intervener in proceedings before this Court in the following terms:

> **A Partner State, the Secretary General or a resident of a Partner State who is not a party to a case before the Court may, with leave of the Court, intervene in that case, but the submissions of the intervening party shall be limited to evidence supporting or opposing the arguments of a party to the case.**

13. On the other hand, Rule 36(4) of the Court's Rules of Procedure enjoins a successful applicant for intervention to '***submit* a statement of intervention**.'

14. In **Hon. Fred Mukasa Mbidde vs. The Attorney General of Burundi & Another, EACJ Application No. 6 of 2018** this Court construed the foregoing legal provisions as follows:

> **Article 40 restricts the intervention of an intervener to submissions in respect of evidence in support of one or another of the parties, meaning an intervener may provide his/ her/ its perspective on questions of fact adduced by one party viz the other(s). It is, therefore, to that scope of intervention that the statement of intervention in reference in Rule 36(4) would be restricted. ... whereas Article 40 appears to restrict the role of an intervener to questions of fact, an *amicus curae* would appear to be mandated to address the**

Court on questions of law and fact. In our considered view, this is not to say that an intervener may not address the Court on the law applicable to the facts that s/he seeks to substantiate, but s/he would not be at liberty to address the Court on issues of law as between the Parties to the Reference."

15. In the instant case, however, the Intervener filed a Statement of Intervention in which he sought to address the Court on questions of both law and fact. The questions of law are introduced at page 3 of the Statement of Intervention in the following terms:

> **In the intervener's view, this matter can be decided on the following points of law before the Court can analyse the evidence on record.**

16. The Intervener then raised points of law in respect of both Parties' *locus standi* in the Reference, the Court's jurisdiction, as well as the Reference being an abuse of court process, before questioning the legality of the affidavits in support of the Reference. In our considered view, in so far as the points of law raised under the Statement of Intervention transcend the prescribed parameters within which an Intervener may make his/ her intervention before this Court, they run afoul of the spirit and letter of Article 40 of the Treaty and Rule 36(4) of the Court's Rules. We would therefore respectfully disregard the Intervener's intervention in that regard.

17. On the other hand, with regard to the merits of the Reference, the Statement of Intervention quite rightly supports the Respondent's evidence as spelt out in paragraphs 6 and 11 of the affidavit in support of the Response to the Reference. This evidence pertains

to the non-applicability of Rule 12(1) of the Assembly's Procedural Rules to an informal sitting of the House. We must point out, however, that the matters that are raised in the Statement of Intervention in that regard are quite extensively addressed in the Respondent's written and oral submissions.

18. In any event, it is trite law that *amici curae* and interveners serve courts in an advisory, non-binding capacity. Thus, in **Mohan, S. Chandra, 'The Amicus Curiae: Friends No More?', 2010, Singapore Journal of Legal Studies, 352 – 371, p.9** their function in the judicial process was expounded as follows:

> **The essence of the quest for justice in an adversarial system is that it is restricted to the resolution of the dispute between the parties to the dispute and confined to the issues that have been raised in the course of this dispute. There is no wider third party or public interest involvement beyond the outcome. The interests of parties not "formally represented" are generally irrelevant in a traditional judicial setting. The very nature of legal proceedings in a common law adversarial system, the argument goes, compelled the accommodation of an independent adviser who could give the court assistance on behalf of a third party.**

19. We hasten to add that this Court has had occasion to underscore the neutrality of *amici curae* as a distinctive feature thereof in **UHAI EASHRI & Another vs. Human Rights Awareness Promotion Forum (HRAPF) & Another EACJ Applications No. 20 & 21 of 2014**. It held:

In the EAC jurisdiction, distinction has been drawn between an amicus curiae and an intervener: the latter may advocate the position of one party over another, whereas the former may not.

20. Thus, whereas interveners may be 'partisan' or partial to one of the parties as opposed to *amici curae* whose neutrality is paramount; both judicial actors do perform an advisory, non-binding function to courts. Consequently, in a matter such as the instant case where the Statement of Intervention largely re-echoes the submissions of learned Counsel for the Respondent on the applicability of Rule 12(1) of the Assembly's Rules, we give deference to the Party's submissions and shall only consider the Intervener's intervention to the extent that it raises matters on the subsisting issues that have not otherwise been canvassed by the Respondent. Against that background, we now turn to the issues for determination.

ISSUE No. 1: *Whether or not the Right Honourable Speaker of the 4th Assembly was elected in accordance with the Treaty and the Rules of Procedure of the Assembly.*

Applicant's Submissions:

21. The Applicant contended that the Treaty, as well as the Assembly's Rules of Procedure had been flouted with regard to the December 2017 election of a Speaker by the Assembly. It was argued that in so far as the said election violated Rule 12(1) of the Assembly's Procedural Rules on the question of quorum, it in turn contravened Articles 6(d), 7(2), 53(1) and 57(1) of the Treaty. We understood it to be the Applicant's contention that any decision of the Assembly taken in the absence of one third of the EALA Members from the

Republic of Burundi would run afoul of the quorum rule in Rule 12(1).

22. The Applicant did also contest the suggestion by the Respondent and the Intervener that the Assembly's Members from Burundi and Tanzania had been present in the House and/ or within the precincts thereof but opted to abstain from the vote. Learned Counsel urged this Court to make a determination as to whether such an eventuality (if true) would validate the election of the Speaker.

Respondent's Submissions:

23. Conversely, it was the Respondent's contention that Rule 12(1) was inapplicable to the present case given that the Speaker had been elected in an informal sitting of the Assembly that was not subject to the Assembly's Rules of Procedure. Citing Rule 10(3) of those Rules, it was argued that the House is only duly constituted when presided over by a Speaker, but when presided over by the Clerk (as is the case presently), that would be an informal sitting that did not fall under the formal sittings envisaged under Part IV of the Assembly's Rules of Procedure so as to make the Rules applicable thereto.

24. The Respondent further contends that there was no evidence on record as would support the Applicant's allegations that the Members from Burundi and Tanzania had not participated in the election of the Speaker; rather, they did participate therein to the extent that they provided nominees for the position of Speaker. In that regard, learned Counsel for the Respondent questioned the legality of affidavit evidence in support of the Reference for having been deposed by an advocate with personal conduct of the present

Reference. He argued that it offended procedural etiquette, the information relayed to the deponent by Members of the House amounted to hearsay and consequently the allegations made in that regard had not been established on a balance of probabilities. In the alternative, it was advanced on behalf of the Respondent that the EALA Members from the 2 Partner States that opted not to vote, had exercised their free will to abstain from the vote.

Applicant's Submissions in Reply:

25. In Reply, the Applicant essentially reiterated its earlier submissions on the framed issues, but sought to respond to the points of law raised by the Respondent. On the question of the inapplicability of Rule 12(1) to the purportedly informal sitting of the House, Mr. Kayobera maintained his contention that the Assembly's quorum was a Treaty requirement, citing the supposed fact that the absence of quorum had influenced the delay by the 4th Assembly to meet in the absence of the Republic of Kenya's EALA Members.

26. On the other hand, with regard to the allegedly insufficient proof of the illegality of the Speaker's election, learned Counsel argued that the onus of proof lay with the Respondent and Intervener as *ex-officio* and substantive Members of the Assembly respectively, to prove the purported legality of the impugned election. He further asserted that the contention by the Respondent that the non-participating Members of the House from Burundi and Tanzania simply exercised their prerogative to abstain from the vote, as well as its preposition that the sitting in which the impugned election transpired was an informal sitting of the House, simply underscored the absence of quorum in respect thereof.

27. Mr. Kayobera roundly dismissed as meaningless the Respondent's assertion that the Executive arm of a Partner State could not be seen to be contesting the Assembly's processes yet the Members thereof had not questioned them.

Court's Determination:

28. The issue under review presently essentially gravitates around the Assembly's compliance with the legal regime applicable to the election of a Speaker thereof. Whereas the Parties arguments in that respect reflect a convoluted mix of fact and law, it seems to us that the crux of the matter comes down to 2 critical questions: first, whether the sitting in which a Speaker of EALA is elected is an informal sitting of the House such as would waive Part IV of the Assembly's Rules of Procedure, specifically Rule 12(1) thereof; and, secondly, whether either Party has established their respective cases as a matter of law and fact.

29. The first aspect of the foregoing two-fold question brings into purview the legal framework within which a Speaker of EALA may be properly elected into that office. Article 53(1) of the Treaty provides the general legal framework for such an election. It reads:

> **The Speaker of the Assembly shall be elected on rotational basis by the elected members of the Assembly from among themselves to serve for a period of five years.**

30. Article 53(1) of the Treaty is supplemented by Rule 6 of the Assembly's Rules of Procedure, which delineates the procedure to be followed in the election of a Speaker.

31. As we understand it, the bone of contention between the present Parties is what (if any) is the quorum of the House for purposes of the election of a Speaker? Whereas the Applicant applied a literal interpretation to Rule 12(1) of the Assembly's Rules of Procedure so as to question the legality of a Speaker that was elected in the absence of elected Members of the House from the Republic of Burundi and the United Republic of Tanzania; the Respondent advanced the notion that a sitting of the House in which a Speaker was elected was an 'informal sitting' that was not subject to the Assembly's Rules of Procedure, let alone the strict application of Rule 12(1) thereof. Learned Counsel for the Respondent cited Rules 6(9)(c) and 96(1) of the Assembly's Procedural Rules in support of this preposition, arguing in oral submission highlights that once the Assembly has adopted its Rules of Procedure in the informal meeting referred to in Rule 96(1), it then reverts to the procedure in Part III of the same Rules to elect the Speaker.

32. We reproduce Rules 6(9)(c) and 96(1) below for ease of reference.

Rule 6(9)(c)

After all Members who wish to vote have voted, the Clerk shall, in full view of the Members present, empty the ballot box and immediately count the ballot papers contained in it.

Rule 96(1)

The first sitting of the Assembly elected under the Treaty shall be an informal meeting during which the Rules of Procedure of the Assembly shall be adopted.

33. Learned Respondent Counsel placed emphasis on the phrase '**after all Members who wish to vote have voted**' to suggest that voting in a Speaker's election was optional. However, it seems to us that exercising a right to vote, on the one hand, and the presence of Members for purposes of requisite quorum, on the other, are 2 separate issues. A person qualified to participate in an election may, with regard to the right to vote, be present and voting or present but abstain from the vote. Nonetheless, where a rule on quorum exists, such voting would only ensue after it has been established that the persons present (whether they opt to vote or not) are enough to raise a requisite quorum. Indeed, Rule 6(9)(c) does subtly draw that distinction by its separate reference to 'Members who wish to vote' and 'the Members present.'

34. The more fundamental question, in our considered view, would be whether the election of a Speaker is governed by Rule 12(1) or, as opined by Learned Counsel for the Respondent, the informal meeting in which such election supposedly ensues would not warrant the strict application of Part IV of the Assembly's Rules of Procedure. Rule 96(1) is couched in terms that would suggest that the 'sitting' in reference therein denotes the first sitting of the very first Assembly elected under the Treaty. Quite clearly the use of the term 'the' in the phrase '*the first sitting of **the** Assembly elected under the Treaty*' raises connotations of specificity with regard to the Assembly in issue therein and cannot, as proposed by the Respondent, be intended to denote every Assembly elected under the Treaty. The Respondent's construction of that phrase would only have been acceptable had the phrase read '*the first sitting of **an** or **every** Assembly elected under the Treaty.*'

35. Indeed, the distinction between the phraseology in Rule 96(1) viz that in the sub-heading to Rule 4 of the same Rules is instructive. It clearly indicates that whereas Rule 4 and indeed Part III of the Assembly's Rules of Procedure do pertain to each new Assembly, Rule 96(1) relates specifically to the first Assembly. This distinction is borne out by the succinct and unambiguous use of the phrase 'a new Assembly' in Rule 4. In any event, it seems to us that it would be rather pedantic and a tad absurd to portend that Rule 96(1) requires each Assembly of the House to repeatedly re-adopt Rules of Procedure that have already been adopted by their predecessors in office. We would therefore abide the literal interpretation of Rule 96(1) espoused above to forestall such absurdity.

36. Consequently, it does become apparent that the provisions of Part III in their entirety do pertain to each and every Assembly elected under the Treaty, and Rule 6 thereunder specifically addresses the procedure applicable to the election of each Speaker of the House. However, the same cannot be said of the Respondent's interpretation of Rule 96(1). We are not persuaded that the informal meeting under reference in Rule 96(1) has any bearing on the election of the Speaker in the case before us presently. The Assembly in issue before us being the 4th Assembly of the House, we are unable to appreciate how a procedural rule that was only applicable to the First Assembly can be applied in this context.

37. In oral submission highlights, and in apparent supplementation of the Respondent's position on the issue, we understood learned Counsel for the Intervener to portend that proceedings under Part III of the Assembly's Rules were not subject to the processes in respect of regular sittings under Part IV of the same Rules, and

therefore Rule 12(1) was inapplicable to the process that underpins the election of an EALA Speaker. On that premise, it was Mr. Deya's contention that Rule 6 was exhaustive on all the requirements for the election of a Speaker of the House and did not include any prerequisite for quorum. Learned Counsel further advanced the curious argument that the import of Article 56 of the Treaty was that in the absence of the Speaker there was no Assembly but, rather, there would simply be an informal sitting of the House.

38. With respect, we are unable to agree with the notion that there exist 2 distinct procedural regimes under Parts III and IV of the Assembly's Rules of Procedure, as we understand Learned Counsel to propose. A cursory look at the Treaty and the said Parts of the Rules does not lend credence to that preposition. First and foremost, for present purposes the Assembly's Rules of Procedure prescribe only 2 informal meetings of the House: the informal meeting under Rule 96(1) which (as we have held earlier in this judgment) pertains to the first sitting of the First Assembly of the House, and the sitting under Clause 1 of Annex 3 to the Rules, which is presided over by the Clerk for purposes of electing a Member to preside over the House in the absence of an otherwise elected Speaker. The scenario where a sitting of the House is either presided over by the Speaker or, in his/ her absence, such Member of the House as has been elected for that purpose is aptly reflected in Article 56 of the Treaty.

39. It cannot then be suggested that in the absence of a Speaker there would be no Assembly, as argued by Mr. Deya. A sitting of the House cannot by any stretch of imagination be equated to the

Assembly itself. The Assembly is defined in Article 1 of the Treaty as the East African Legislative Assembly that is established under Article 9(1)(f) and whose membership is outlined in Article 48(1) of the Treaty. Conversely, a sitting of the Assembly is defined in Rule 1 of the Assembly's Procedural Rules as '**a *period* during which the Assembly is sitting continuously without adjournment and includes any *period* during which the Assembly is in Committee**.' *(Our emphasis)* Without belabouring the point, it would most certainly defy logic to equate an organ of the Community known as EALA to a period within which that organ conducts its meetings. Most definitely, with or without a Speaker, the Assembly would continue in existence.

40. Secondly, but perhaps more importantly, is the question as to applicability of Rule 12(1) to the sitting of the House in which a Speaker is elected. We reproduce that Rule below for clarity.

> **The quorum of the House or of the Committee of the Whole House shall be half of the elected Members and such quorum shall be composed of at least one third of the elected Members from each Partner State.**

41. Rule 12(1) clearly and unambiguously makes provision for the quorum of the House or the Committee of the Whole House, making no reference whatsoever to sittings of the Assembly. To that extent, it does not distinguish between sittings of the House for purposes of the election of a Speaker and other sittings of the House; it simply applies to all sittings of the House or the Committee of the Whole House. Accordingly, we are unable to fathom the legal basis for the preposition that the said legal provision pertains to all other sittings

of the House, save for the first sitting of a new Assembly that elects a Speaker. On the contrary, Rule 6(1) and (2) of the Assembly's Rules, would appear to suggest otherwise. It reads:

> 1. **The Speaker of the Assembly shall be elected on rotational basis by the elected Members of the Assembly from among themselves to serve for a period of five years.**
>
> 2. **No business other than an election of the Speaker shall be transacted <u>in the House</u> at any time the office of the Speaker is vacant.** (Our emphasis)

42. Whereas Rule 6(1), echoing the provisions of Article 53(1) of the Treaty, *inter alia* designates elected Members of the Assembly as the electorate in the election of a Speaker; Rule 6(2) postulates that such election would be undertaken in the House. The Treaty and the Rules are conspicuously silent on whether such election ensues in a Committee of the House, in the Committee of the Whole House or in the House. However, in so far as the House is literally interpreted in Rule 1 to mean the Assembly, which as we have held earlier is designated in the Treaty as the totality of the East African Legislative Assembly, we draw the inference that the election of a Speaker in the House would ensue in a fully constituted Assembly or a sitting of the whole House. Such a sitting would undoubtedly be governed by the provisions on quorum that are unequivocally stipulated in Rule 12(1) of the Assembly's Rules. Consequently, we do find that Rule 12(1) is indeed applicable to the impugned election of the Speaker that is before us presently. We so hold.

43. We now revert to a determination of whether in fact the impugned election did ensue without the requisite quorum. This is a question of fact that must be established by cogent evidence. Both Parties herein did adduce affidavit evidence in support and rebuttal of the preposition that there was no quorum in the House during the election of the Speaker of the 4th Assembly. In that regard, the Applicant filed 2 affidavits in support of the Reference both of which were deposed by Mr. Nestor Kayobera, who also had personal conduct of the Reference on behalf of the same Party. On the other hand, the Respondent filed affidavits in support of the Response to the Reference that were deposed by Christophe Bazivamo and Steven Mlote respectively, both of whom are Deputy Secretary Generals in the East African Community (EAC).

44. The 2 affidavits deposed by Nestor Kayobera were challenged by Counsel for the Respondent for offending the rules governing affidavits. It was argued for the Respondent that the defects in the affidavits in support of the Reference included their having been sworn by the sole advocate in personal conduct of the case, as well as their reliance upon information provided to the deponent thereof by Members of the House thus running afoul of the hearsay rule of evidence. Learned Counsel for the Intervener further argued that to the extent that the Honourable Members that informed the deponent about the proceedings of the House had done so without the requisite leave of the House, they had attested to the said proceedings in contravention of section 20(1) of the *East African Legislative Assembly (Powers and Privileges) Act*.

45. The offensive paragraphs of Mr. Kayobera's affidavits with regard to the hearsay rule are reproduced below:

Affidavit deposed on 17th January 2018:

6. *That I have been informed and I verily believe such information that in the election of Speaker of the 4th Assembly held on 19th December 2017 elected Members from the Republic of Burundi did not participate in the debate and election of Speaker of EALA.*
7. .....
8. .....
9. *That I have also been informed, which information I verily believe to be true, that the Clerk of the Assembly failed to verify the legality of the election of Speaker of EALA as per Rule 6(4)(6) of EALA Rules of Procedure.*
10. *That I have been also informed that Counsel to the Community did advise on suspending the elections of the Speaker in order to attain the quorum as provided for under Rule 12(1) of EALA Rules of Procedure, but the election continued even in the absence of elected Members from the Republic of Burundi.*

Supplementary affidavit deposed on 11th July 2018:

6. *That, however, I have been informed by the elected Members of EALA from the Republic of Burundi:* ***Hon. Burikukiye Victor, Hon. Ahingejeje Alfred, Hon. Burikukiye Marie Claire, Hon. Rurakamvye Pierre Clave, Hon. Karerwa Mo-Mamo, Hon. Nzeyimana Leontie, Hon. Muhirwa Jean Marie, Hon. Nduwayo Christophe*** *and* ***Hon. Nsavyimana Sophie*** *that all of*

them were absent during the election of Speaker of the 4th Assembly of EALA.

7. *That I have been also informed by the elected Members of EALA from the Republic of Burundi that elected Members of EALA from the United Republic of Tanzania:* ***Hon. Dr. Maghembe Ngwara, Hon. Dr. Makhame Abdullah Hasnuu, Hon. Engineer Mnyaa Muhammed Habib, Hon. Lemoyan Josephine Sebastian, Hon. Nkuhi Fancy Haji, Hon. Lugiko Happiness Elias, Hon. Kimbisa Adam Omar, Hon. Maassay Pamela Simon*** *and* ***Hon. Yahya Maryam Ussi*** *that all were absent during the election of Speaker of the 4th Assembly of EALA.*

8. *That it is unquestionable, from the information I received from the honourable elected Members from Burundi, that none of the elected Members from the Republic of Burundi and from the United Republic of Tanzania participated in the election of Speaker of the 4th Assembly of EALA, contrary to the provision of Rule 12(1) of EALA Rules of Procedure (2015) which provides that: '****the quorum of the House or of the Committee of the Whole House shall be half of the elected Members and such quorum shall be composed of at least one third of the elected Members from each Partner State.'***

46. On the other hand, section 20(1) of the East African Legislative Assembly (Powers and Privileges) Act reads:

Notwithstanding the provisions of any other law, no member or officer of the Assembly and no person employed to take minutes or record evidence before the Assembly or any Committee shall, except as provided in this Act, give evidence elsewhere in respect of the contents of such minutes or evidence or of the contents of any documents laid before the Assembly or such Committee, as the case may be, or in respect of any proceedings or examination held before the Assembly or such Committee, as the case may be, without the special leave of the Assembly first hand and obtained in writing.

47. For present purposes, section 20(1) would prohibit any Member of EALA from giving evidence before this Court in respect of proceedings held before the Assembly without the special leave of the Assembly first hand and obtained in writing. The proceedings in question would be the proceedings in which the impugned election of the Speaker ensued. However, we find no evidence on record from any Member of the House. What we do have on record are affidavits deposed by Mr. Nestor Kayobera that make reference to information obtained from the Members from the Republic of Burundi. Providing information to the deponent of an affidavit is not akin to giving evidence oneself, as is the main thrust of section 20(1). Whereas section 20(1) of the *East African Legislative Assembly (Powers and Privileges) Act* does prohibit Members of the House from giving evidence elsewhere (including in this Court) without the requisite leave of the House, we find nothing in that Act that forestalls the relaying of information that pertains to the

proceedings of the House to any person or entity. We therefore find no breach of section 20(1) of the *East African Legislative Assembly (Powers and Privileges) Act* in the present case.

48. With regard to the alleged flouting of the renown hearsay rule, we find apposite instruction on the issue from persuasive case law in the East African region. In **Standard Goods Corporation Ltd. Vs. Harakchand Nathu & Co. (1950) 17 EACA 99 at 100** the then East Africa Court of Appeal (EACA) considered it to be well settled law that where an affidavit was made on information it should not be acted upon by a court unless the sources of information were specified. It held:

> **The affidavit in question consisted of seven paragraphs. Para. 2 was the facts stated herein are within my knowledge; and para. 7 was what is stated herein is true and correct to the best of my knowledge and information. As regards paragraph 2, I would observe that facts can be within a person's knowledge in two ways: (1) by his own physical observation or (2) by information given to him by someone else. It is clear that reading paragraphs 2 and 7 of the affidavit together, the deponent was stating facts without stating which were from his own observation and which were from information. An affidavit of this kind ought never to be accepted by a court as justifying an order based on the so called facts.**

49. That decision was cited with approval in the latter case of **Assanand & Sons Uganda Ltd. vs. East African Records Ltd (1959) EA 360**, where the learned President of EACA held:

> **The affidavit of Mr. Campbell was deficient in three respects. First it did not set out the deponent's means of knowledge or his grounds or belief regarding the matters stated on information and belief, and secondly it did not distinguish between matters stated in information and belief and matters deposed to from the deponents knowledge (see O. XVIII r.3 (1) and Standard Goods Corporation Ltd. v Harakchand Nathu &. (1950) 17 EACA 99). The court should not have acted upon an affidavit so drawn.**

50. It is apparent from the foregoing cases that, as a general rule, affidavits may include matters within a deponent's knowledge or matters of which s/he has been informed, provided that such deponent distinguishes between the 2 categories of averments and discloses the source of information in the case of the latter category. Applying those rules of affidavits to the present case, it becomes abundantly clear that Mr. Kayobera's attestation to matters of which he had been informed, as well as his disclosure of the source of that information was well within the legal rules stated above. Thus, having been informed of the knowledge he attested to, he was legally obliged to disclose the source of his information and cannot be faulted on that.

51. That notwithstanding, however, affidavits so based on information and belief should be restricted to purely interlocutory matters and

not in proceedings that finally dispose of a dispute, such as the present Reference. Thus, in **Paulo K. Ssemogerere and Z Olum vs. The Attorney General of Uganda, Constitutional Petition No.3 of 1999** it was held (per Berko, JA):

> **Except in purely interlocutory matters, affidavits must be restricted to matters within the personal knowledge of the deponent. They must not be based on information or be expression of opinion. Affidavits should be strictly confined to such facts, as the deponent is able of his own knowledge to prove. Affidavits by a person having no personal knowledge of the facts and merely echoing the statement of claim cannot be used at the hearing.**

52. In that case, the court *inter alia* distinguished the constitutional petition that was before it from the case of **Standard Goods Corporation Ltd** (supra) that pertained to an interlocutory application, and held that an affidavit based on information given to a deponent by someone else was hearsay and inadmissible to support such a substantive petition.

53. Indeed, in **Col (Rtd) Dr. Besigye Kizza vs. Museveni Yoweri Kaguta & Another, Election Petition No. 1 of 2001**, the Supreme Court of Uganda did uphold the principle that, for purposes of substantive disputes, an affidavit that was based on information given by someone else was hearsay and inadmissible. However, it adopted a liberal approach to the fatality of such affidavits. It was held (per Odoki CJ):

There is a general trend towards taking a liberal approach in dealing with defective affidavits. This is in line with the constitutional directive enacted in article 126 of the Constitution that the courts should administer substantive justice without undue regard to technicalities. Rules of procedure should be used as handmaidens of justice but not to defeat it. ... It would cause great injustice to the parties if all the affidavits which did not strictly conform to the rules of procedure were rejected. This is an exceptional case where all the relevant evidence that is admissible should be received in court. I shall therefore reject those affidavits, which are based on hearsay evidence only. I shall accept affidavits, which contain both admissible and hearsay evidence but reject the parts which are based on hearsay, and only parts which are based on knowledge will be relied upon.

54. By the same token, this being a substantive suit, we do find the reference to information availed to him in paragraphs 6, 9 and 10 of Mr. Kayobera's affidavit in support of the Reference, as well as paragraphs 6, 7 and 8 of his supplementary affidavit deposed, to amount to hearsay. Further, in so far as Rule 55(3)(d) of this Court's Rules of Procedure does caution this Court to **'administer substantive justice without undue regard to technicalities,'** we stand respectfully persuaded by the decision in **Col (Rtd) Dr. Besigye Kizza** (supra) to save such parts of otherwise defective affidavits as are admissible in the interest of the administration of substantive justice. We would, therefore, have only expunged from

Mr. Kayobera's affidavits such offending paragraphs as have been cited above, and saved the averments that are within the deponent's knowledge.

55. However, we depart from the foregoing liberal approach with regard to the swearing of an affidavit by an advocate with personal conduct of a case, as is the case before us presently. In **Hon. Fred Mukasa Mbidde vs. The Attorney General of Burundi & Another** (supra), this Court cited with approval the decision in **R. vs. Secretary of State for India (1941) 2 All ER 546** that '**a barrister may be briefed as counsel in a case, or he may be a witness. He should not act as both counsel and witness in the same case**.' We do abide by the same position.

56. In the instant case, the anomaly of an advocate witness doubling as counsel in court proceedings is compounded by the fact that, having expunged the paragraphs that offend the hearsay rule, the residual paragraphs of both of Mr. Kayobera's affidavits depict argumentative legal positions on matters in issue in the Reference. It is trite law that affidavits should depose to questions of fact; and should be neither argumentative nor summations of intrinsic legal positions: those are matters for submissions. It would, for instance, be a gross abuse of court process if an opposite party, faced with such an argumentative affidavit, opted to respond to intrinsic legal arguments by way of an affidavit of reply. In our judgment, therefore, an affidavit deposed by an advocate with sole personal conduct of a case raises connotations of procedural impropriety that cannot be ignored but, rather, would vitiate the entire affidavit. We do accordingly expunge both of Mr. Kayobera's affidavits from the Court record.

57. Before we take leave of this issue, we are constrained to consider the import of the decision in **Amrik Singh Kalsi vs. Bhupinder Singh Kalsi (2012) eKLR**[1], to which we were referred by Learned Counsel for the Respondent. In that case, it was *inter alia* held that '**an advocate is not competent to swear an affidavit on disputed facts**.' With respect, that preposition may not be entirely tenable given that we are not aware of any legal prohibition to an advocate that does not serve as counsel in the same matter attesting to matters within his/ her knowledge on the set of facts in dispute. Such an advocate would be a competent witness. It will suffice to observe here that this decision originated from the High Court of Kenya and therefore has no binding authority on this Court.

58. It is to the merits of the Reference that we now turn. The burden of proof in international claims was aptly underscored in the case of **Application of the Convention on the Prevention and Punishment of the Crime of Genocide (Bosnia & Herzegovina vs. Serbia & Montenegro), Judgment, ICJ Reports 2007, p.43** as follows:

> **On the burden or onus of proof, it is well established in general that the applicant must establish its case and that a party asserting a fact must establish it; as the Court observed in the case of Military and para-military Activities in and against Nicaragua (Nicaragua vs. United States of America[2], "it is the litigant seeking to establish a fact who bears the burden of proving it.**

[1] Also cited as Kenya **High Court Civil Suit No. 47 of 2001**
[2] Judgment, ICJ Reports 1984, p.437, para. 101

59. That decision was cited with approval by this Court in the case of **British American Tobacco (BAT) vs. The Attorney General of the Republic of Uganda, EACJ Reference No. 7 of 2017**. The principle enshrined therein had also previously been advanced by the Appellate Division of this Court in **Henry Kyalimpa vs. Attorney General of Uganda EACJ Appeal No. 6 of 2014**, where it was held:

> **Generally ... the court will formally require the Party putting forward a claim or particular contention to establish the elements of fact and of law on which the decision in its favour is given.**[3]

60. We find no reason to depart from that principle in the present Reference. It would appear to propose a two-fold process of proof: first, proof of an applicant's case against a respondent and, secondly, proof of a specific fact by the party asserting it. *See* ***Bosnia & Herzegovina vs. Serbia & Montenegro*** *(supra)*.

61. In the case before us presently, having struck out both affidavits in support of the Reference, it follows that the Reference remains unsupported by any evidence. Nonetheless, in general terms, the absence of evidence in support of a Reference would not of itself vitiate the entire Reference. Thus, it is opined in **Halsbury's Laws of England, Civil Procedure Vol II, (2009), 5th Edition, para. 752**:

> **In a minority of cases, evidence may not be necessary to enable a party to establish a particular fact; there may be formal or deemed admissions, what is contended for may be a matter of which judicial notice**

[3] See also **Shabtai, Rosenne, 'The Law and Practice of the International Court', 1920 – 2005, Vol. III, Procedure, p.1040**.

may be taken, or a presumption of sufficient strength may operate.

62. The question, however, would be whether the present Reference does fall within the category of References as might be proven in the absence of supporting evidence. Article 30 of the Treaty spells out the acts that would give rise to a cause of action before this Court to include any '**Act, regulation, directive, decision or action**.' Whereas, for instance, an Act or other statutory law would speak for itself and the Court might perhaps be compelled to take judicial notice of its existence, an 'action' that compels a party to file a Reference before this Court would require proof of its incidence or occurrence.

63. We have dutifully and carefully considered the averments in the Reference. Paragraphs 5, 7 and 14 clearly depict it as having been premised on the *action* of electing the Speaker of the 4th Assembly without the participation of the EALA Members from the Republic of Burundi and United Republic of Tanzania. They read:

Paragraph 5:

During the election of the 4th Speaker of EALA held on 18th December 2017, elected Members from the Republic of Burundi and the United Republic of Tanzania did not participate in the voting.

Paragraph 7:

Once the one third of the elected Members from each Partner State didn't participate in the election of the 4th Speaker of

EALA, such election becomes null and void; and what is null and void becomes inexistent.

Paragraph 14:

What transpired in the election of the 4th Speaker of EALA is a great violation of the above provisions and especially violation of Rule 12(1) of EALA Rules of Procedure and the Court has jurisdiction to consider this Reference.

64. Undoubtedly, the action of electing a Speaker without requisite quorum, as is in issue under the Reference, is a question of fact that squarely hinges on proof as such. It cannot be established as a question of law and, in any event, questions of law require no proof; the law speaks for itself. Meanwhile, it is well established law that civil actions, such as the present Reference, are determined on a balance of probabilities. Indeed, learned Counsel for the Respondent did dwell at considerable length on an exposition of what that standard of proof entails, before urging the Court to find that EALA Members from the Republic of Burundi and the United Republic of Tanzania did in fact participate in the impugned election.

65. **Black's Law Dictionary**[4] explains the 'balance of probabilities', synonymously referred to as the 'preponderance of the evidence', as follows:

> **The greater weight of the evidence, not necessarily established by the greater number of witnesses testifying to a fact but by evidence that has the most convincing force; superior evidentiary weight that, though not sufficient to free the mind wholly from all**

[4] 10th Edition, p.1373

reasonable doubt, is still sufficient to incline a fair and impartial mind to one side of the issue rather than the other. This is the burden of proof in most civil trials in which the jury is instructed to find for the party that, on the whole, has the stronger evidence, however slight the edge may be.

66. On the other hand, **Halsbury's Laws of England** draw a distinction between the legal and evidential burden of proof, urging as follows on the legal burden:

> **The legal burden (or the burden of persuasion) rests upon the party desiring the Court to take action; thus a claimant must satisfy a court or tribunal that the conditions which entitle him to an award have been satisfied. In respect of a particular allegation, the burden lies upon that party for whom the substantiation of that particular allegation is an essential of his case.**[5]"

67. Conversely, the evidential burden is expounded as follows:

> **The evidential burden (or the burden of adducing evidence) will rest initially upon the party bearing the legal burden but, as the weight of evidence given by either side during the trial varies, the evidential burden may be said to shift the party who would fail without further evidence.**[6]

68. *Halsbury's Laws* further posits that if the party bearing the legal burden fails to adduce evidence, it would have failed to discharge its

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[5] Halsburys Laws of England, Ibid., at para. 770
[6] Ibid. at para. 771

burden and there would be no need for the opposite party to respond.[7] However, there are exceptions to that general rule. One such exception is that '**where the truth of a party's allegation lies peculiarly within the knowledge of (its) opponent, the burden of disproving it often lies upon the latter**.'[8]

69. It does emerge then that the legal burden of proof rests with a claimant – the party that seeks court intervention in a dispute and, at the onset of a case, the claimant would also bear the evidential burden to substantiate its claims against a respondent. Thus, within the context of the present Reference, the Applicant would be the party that bears the legal burden of proving the totality of its case against the Respondent, as well as the evidential burden to prove its claims in that respect and thus persuade the Court to award it the remedies it seeks.

70. In the Reference before us, the affidavit evidence that had been adduced on behalf of the Applicant was struck down by the Court in its entirety, leaving no evidence on record in support of the Reference. Therefore, on the authority of *Halsbury's Laws*, the Applicant would have failed to discharge its burden and there should have been no need for the opposite party to respond to its claims. However, given the exception to that general rule as cited above and for completion, we deem it necessary to interrogate the probity and cogency of the Respondent's evidence.

71. This is a case where the Applicant's advocate had sought to produce affidavit evidence deposed by himself that was roundly rejected by this Court. In his affidavits he had purported to cite

[7] Ibid.
[8] Ibid. at para. 772.

Members of the House from the Republic of Burundi as his source of information on the events that transpired in the impugned election. Quite clearly, those Honourable Members were more competent witnesses to attest to the circumstances in which that election was conducted than Mr. Kayobera who was not present in the House at the time. However, they had not sought and did not have the requisite leave of the House to provide evidence in that regard as is required by section 20 of the *East African Legislative Assembly (Powers and Privileges) Act*. It is a matter of debate and conjecture whether a House, the actions of which have been challenged in a court of law, would be agreeable to granting such leave to use its records in evidence against it.

72. Be that as it may, the Respondent herein, sued as he was in a representative capacity on behalf of the EALA,[9] did have ready access to the records of the House. Those records would have conclusively established whether the impugned election was indeed validated by the requisite quorum. They were not produced in Court, but were seemingly substituted with affidavit evidence that there was quorum in so far as the Members of the House that are alleged to have not participated in the election were present and within the precincts of the House.

73. It seems to us that what would amount to quorum is a question of law rather than fact. It would require concise definition before proposing the sweeping assertion that Members' presence within the precincts of the House or their participation in the nomination of candidates in the election was tantamount to their having been present for purposes of quorum. The term quorum is propounded in

[9] This was clarified in paragraph .... of the Reply to the Response to the Reference.

Article 57(1) of the Treaty and clarified in Rule 12(1) of the Assembly's Rules of Procedure. This Court has pronounced itself severally on its being entreated by *The Vienna Convention on the Law of Treaties* to interpret the Treaty '**in good faith in accordance with the ordinary meaning to be given to the terms of the treaty in their context and in light of its object and purpose**.'[10]

74. In its literal sense, 'quorum' represents the minimum number of members of an assembly that must be present at any of its sittings so as to validate the proceedings of that meeting. In the same vein, it is defined in **Black's Law Dictionary**[11] as '**the minimum number of members who must be present for a deliberative assembly to legally transact business**.' Black's Law Dictionary further clarifies *interest-based quorum* to be '**a quorum determined according to the presence or representation of various constituencies,**' while proposing *registration-based quorum* as **'a quorum determined according to how many members have checked in at the meeting, either at some fixed time or throughout the time since the meeting began**.'[12]

75. It seems to us that the type of quorum envisaged under Rule 12(1) of the Assembly's Rules of Procedure is the interest-based quorum. There is nothing in that or any other of the Assembly's Rules to suggest that the registration-based quorum as defined above is applicable to EALA. This appeared to be the inference of the Respondent's submission that the Burundi Members' participated in the nomination of candidates to the impugned election. Conversely,

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[10] See Article 31(1) of the Vienna Convention cited with approval in **BAT vs. the Attorney General of the Republic of Uganda** (supra).
[11] 8th Edition p. 1284
[12] Ibid. at pp. 1284, 1285

we find to be unfounded and untenable the same Party's equation of presence within the precincts of the House to presence in a sitting of the House for purposes of quorum. In our considered view, interpreting it '**in good faith in accordance with the ordinary meaning to be given to the term**,' we would construe quorum to pertain to Members in and at a sitting of the House and not Members outside the House's sitting albeit within the precincts of the House. We so hold.

76. That then leads us to lingering questions that would appear to be at the heart of this Reference. First, did the truth of the Applicant's contentions herein lie within the knowledge of the Respondent? Stated differently, had the Respondent in the interests of justice produced the Assembly' attendance records on the date of the impugned election, would those records have been conclusive as to whether or not the impugned election was in fact grounded in the requisite quorum? Secondly, if so and the evidential burden thus shifts to the Respondent, can it be said that it has discharged that burden and disproved the Applicant's claim of absence of quorum?

77. We would answer the first set of questions in the affirmative and the second one in the negative. Nonetheless, to the extent that the Applicant failed to discharge its primary legal and evidential burden to establish a semblance of a case with regard to the absence of quorum, there would be no evidence for the Respondent to disprove, its possession of records that would conclusively resolve the Applicant's claim notwithstanding. We are fortified in this conclusion by this Court's decision in **BAT vs. The Attorney General of the Republic of Uganda** (supra), where it was held:

The general rule is that the complaining party should establish a prima facie case of inconsistency with a cited treaty or agreement, before the burden shifts to the opposite party to demonstrate its consistency.[13] A prima facie case is deemed to have been established once a contestation has been 'supported by sufficient evidence for it to be taken as proved should there be no adequate evidence to the contrary.'[14]

78. It is abundantly clear that the production of *prima facie* evidence is essential to putting a respondent on its defence. '*Prima facie* evidence' in this context means evidence which, if not balanced or outweighed by other evidence, would suffice to establish a particular contention.[15] It does therefore follow that in this case, where there is no evidence whatsoever on record in support of the Applicant's claim, the Respondent can scarcely be placed on its defence. In the result, with tremendous respect, we find that the Applicant has not proven before us that the election of the Speaker of the 4th Assembly was indeed fraught with the absence of requisite quorum. Consequently, we are not satisfied that the election of the Speaker contravened Articles 53(1) or 57(1) of the Treaty, or Rule 12(1) of the Assembly's Rules of Procedure. We so hold.

79. Before we take leave of this judgment we are constrained, given the fundamental implications thereof, to address as *obiter dictum* the assertion by the Intervener that this Court is not clothed with

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[13] See **Trebilcock, Michael J. and Howse, Robert, The Regulation of International Trade, 1999 (2nd Edition), Routledge, p. 68**
[14] See **Oxford Law Dictionary, 2009 (7th Edition), Oxford University Press, p.422**
[15] See **Halsbury's Laws of England, Ibid., at para. 767**

jurisdiction to entertain the present Reference on account of section 32 of the *EALA (Powers and Privileges) Act*. It reads:

> ***Neither the Speaker, nor any officer of the Assembly shall be subject to the jurisdiction of any court in respect of the exercise of any power conferred on or vested in the Speaker under this Act.***

80. This Court is established under Article 23(1) of the Treaty with the mandate to '**ensure the adherence to law in the interpretation and application of, and compliance with the Treaty**.' Its jurisdiction is delineated under Article 27(1) as '**the interpretation and application of the Treaty**.' Meanwhile, Article 6(d) of the Treaty designates *good governance* and *accountability* as some of '**the fundamental principles that shall govern the achievement of the objectives of the Community by the Partner States**.'

81. Consequently, in so far as EALA (like any other organ of the Community) carries out its functions under the legal and policy framework of the Treaty; the Court is the body adorned with a legal oversight function under Article 23(1) of the Treaty to ensure due compliance with the Treaty in all Community organ's business. To that end, it would be incomprehensible to suggest that Members and officers of EALA, who serve at the behest and in the interests of the Community, cannot or should not be held to account with regard to the fundamental principles and other policy aspirations of the Community.

82. Without belabouring the issue, we do restate the well recognised jurisprudential principle that the *grundnorm* of any legal system, such as is the Treaty in the EAC body politic, is the apex legal

authority from which all primary and subsidiary laws cascade. It is inconceivable, therefore, to portend that the statutory provisions of section 32 would over-ride the express provisions of Articles 23(1) and 27(1) of the Treaty and purport to oust the jurisdiction of the Court. Such an absurdity is not legally tenable.

ISSUE NO. 2: *Whether the Applicant is entitled to the remedies sought.*

83. We understood the Applicant to have sought the following remedies.

i. A declaration that the election of the Speaker of the 4th Assembly that was conducted on 19th December 2017, without the elected Members of the House from the Republic of Burundi and United Republic of Tanzania, violated the provisions of Rule 12(1) of the EALA Rules of Procedure.

ii. A declaration that the Secretary General of the EAC had not properly discharged his obligations with regard to the general administration of the Community as provided for under Article 71(1) of the Treaty.

iii. A declaration that the Clerk to the Community failed to discharge his duties as conferred by Rule 6 of the EALA Rules of Procedure.

iv. An order for the re-election of the Speaker of the 4th Assembly in accordance with the principle of rotation provided for under the Treaty and the Assembly's Rules of Procedure, especially Rule 12(1) on quorum.

v. Such other orders as the Court may deem fit.

84. In paragraph 26 of the Applicant's Reply to the Respondent's Response to the Reference, the Applicant conceded that its allegations with regard to the Counsel to the Community and Clerk to EALA should be expunged from the Reference. Accordingly, the relief sought in paragraph 83(iii) above stands expunged from the record. That notwithstanding, having held as we have on Issue No. 1 hereof, we do not find the reliefs reproduced in paragraph 83(i), (ii) and (iv) above tenable, and do hereby decline to grant them as prayed by the Applicant or at all.

85. We now turn to the issue of costs. This Court finds apposite direction on that issue in the provisions of Rule 111 of its Rules of Procedure. It reads:

> **Costs in any proceedings shall follow the event unless the Court shall for good reasons otherwise order.**

86. Rule 111 places a discretionary mandate upon the Court to either have costs follow the event, as is the general rule, or otherwise depart from that procedural norm. The gravamen of the present dispute was determined on legal technicality, the Applicant's evidence having been struck off the Court record and thus obviating the need to put the Respondent to his defence. Given the intrinsic circumstances of this case, therefore, we do exercise our discretion under Rule 111 to decline to grant an award of costs.

87. In the final result, we hereby dismiss the Reference with no order as to costs. Each party shall bear its own costs. It is so ordered.

Dated, signed and delivered at Arusha this 2th day of July, 2019.

HON. LADY JUSTICE MONICA K. MUGENYI
PRINCIPAL JUDGE

HON. DR. JUSTICE FAUSTIN NTEZILYAYO
DEPUTY PRINCIPAL JUDGE

HON. JUSTICE FAKIHI A. JUNDU
JUDGE

HON. DR. JUSTICE CHARLES O. NYAWELLO
JUDGE

HON. JUSTICE CHARLES NYACHAE
JUDGE