INTERNATIONAL UNIVERSITY OF EAST AFRICA
'Learning to Succeed'

FACULTY OF LAW

END OF SEMESTER EXAMINATIONS - APRIL 2025

PROGRAMME: LLB
YEAR/SEM: YEAR 1/SEMESTER 2
COURSE CODE: LLB 1205
NAME: LEGAL METHODS

DATE:
TIME:

INSTRUCTIONS TO CANDIDATES:

SECTION A

The question is compulsory and shall carry 25 Marks.

Question 1:

1. Matsiko is the Managing Partner of Korinda Advocates, a law firm in Uganda. Since 2020, he has been handling the files for all legal matters on behalf of Kombat Bank as counsel in personal conduct. In the course of providing the legal services to Kombat Bank, he has been in close interaction with Mariana, the Managing Director of Kombat Bank. Matsiko has even been involved in a romantic relationship with Mariana.

   In January 2024, Kombat Bank fired Mariana from her employment due to fraud related matters. Kombat Bank instructed Korinda Advocates to recover an outstanding salary loan of Ug.shs100,000,000 from Mariana. Matsiko filed a suit in Kasangati Chief Magistrates' Court. On the second hearing date, the case was dismissed by the Chief Magistrate for want of jurisdiction.

   Mariana filed a complaint against Kombat Bank for wrongful termination of her employment. When the case was called for hearing, James, a lawyer employed by Korinda Advocates introduced himself as counsel for the complainant.

   Kombat Bank is not happy with the situation and feels that Korinda Advocates has acted improperly. Kombat Bank wants to take on the lawyers and would like you advise in the circumstances. (25 Marks)

Question 2:

In 2021, Isoke the Managing Director of Kasozi Realtors saw an advert for Swift Advocates in an online news website called '*Amawulire ku Online*'. Isoke was very impressed with the advert and he engaged Swift Advocates to handle all land transactions and matters for Kasozi Realtors. Kasozi Realtors also authorised the law firm to receive deposits for buyers who were purchasing land.

In May 2023, Swift Advocates received 500,000,000 on behalf of Kasozi Realtors from a

purchaser of a property in Mulago. Kasozi Realtors did not transmit any of the monies to their client. The law firm claims that the money was withheld for use to handle an ongoing land dispute at the High Court Land Division. The dispute relates to a claim for recovery of land valued at Ug.shs250,000,000.

When Isoke run to the Law Council to report the matter, he found out that the law firm had registered a Legal Fees Agreement dated 20th January 2022 with his signature consenting to fees of Ug.shs500,000,000 for the land matter. He has no knowledge of the Legal Fees Agreement and he has never appeared before the notary public to sign any document. Upon a further search, Isoke also finds out that Swift Advocates did not have an approval of chambers for their Firm for 2023.

Isoke is disatisfied with the circumstances and would like advice on how to proceed against Swift Advocates to recover their money and damages. (25 Marks)

SECTION B

Answer at least one question from this Section

Question 1:

1. As part of your interview for an internship, you have been requested to prepare brief notes to the committees of the Law Council on the following matters:

    a) In 2020, Norman, a moneylender, gave instructions to Maulina & Co Advocates to provide debt collection services from a number of borrowers. Norman paid the agreed fees to Maulina & Co Advocates for provision of the services. To date, the said Advocates have never provided the services to Norman. He needs a remedy against Maulina & Co Advocates. (7 Marks)

    b) Kamau completed her Bachelor of Laws at Makerere University and has just finished her post-graduate bar course at Institute of Legal Practice and Development in Kigali. He has applied to the Law Council for enrolment as an advocate of the High Court of Uganda. Advise on the necessary eligibility requirements for his enrolment as an advocate in Uganda. (9 Marks)

    c) Pullida & Co Advocates successfully represented Joyce Mwaka in a land matter in which she was awarded Ug.shs75,000,000 as damages by the High Court. The Defendant paid the entire amount of damages into Puliida & Co Advocates' firm account. Puliida & Co Advocates has only paid her Ug.shs45,000,000 and claims that the rest of the sum was retained by the firm as instruction fees. (9 Marks)

Question 2:

1. Write short notes about the following:

    a) Regulation of remuneration agreements between advocates and clients (10 marks)

b) Duties owed by an Advocate as an officer of the Court. (8 Marks)

c) Restriction on advertising by advocates. (7 Marks)

Question 3:

1. From your knowledge of statutory interpretation, write short notes about the following:

   a) Presumption against retrospective application of the law. (10 Marks)

   b) External aids to interpretation of statutes. (9 Marks)

   c) Ejusdem Generis rule (6 Marks)

Question 4:

Write short notes on the following cases and the contribution made to the regime for regulation of advocates:

a) Champion Motor Spares Ltd v Phadke 1968 EA (9 Marks)

b) Namayega v Etot Dennis HCCS No. 939 of 2019 (8 Marks)

c) Kituuma Magala & Co Advocates v Celtel (U) Limited [2001-2005] HCB 72 (8 Marks)

SECTION C

Answer at least two questions from this Section

Question 1:

1. *"The development of the law relating to land ownership and creation of interests in land is a good example of the operation of the doctrine of precedent."* Per Maalo LLB2

   With the aid of authorities, discuss the veracity of this statement demonstrating the manner in which decisions of the court have contributed to the development of land law in Uganda. (25 Marks)

Question 2:

1. *"There is a reason that the Advocates Act, Cap. 295 and the Advocates (Professional Conduct) Regulations exist. The Act and regulations are meant to regulate the conduct of advocates, protect advocates from recalcitrant clients, and most importantly, protect clients from being exploited, manipulated and taken advantage of by client"* Submissions of Counsel for the Respondent in Byenkya Kihika & Co Advocates v Fang Min Miscellaneous Cause No. 52 of 2022

   With the help of applicable legal provisions and case law, discuss the duties arising by virtue of the advocate-client relationship and their effectiveness in ensuring protection of clients. (25 Marks)

Question 3:

'The purposive approach has become the predominant approach employed by the courts in interpretation of statutes. Judges are focussed on assigned the meaning to a statute only after determining the actual intention of parliament when the law was made.' Per Golda, LLB 1 student.

With the aid of authorities and established rules of statutory interpretation, discuss the accuracy of the above statement. (25 Marks)

Question 4:

'*Legal Education and Training consists of three stages: the Academic stage, the Professional stage and Continuing Legal Education.*' The Odoki Report on Legal Education in Uganda

(1995)

Consider the above statement and explain the mandatory phases of legal training and the structures in place to enable the shaping of good quality legal professionals.

Question 5:

'Court proceedings were not a lawyer's battleground where either party was free to utilise any tactics in order to win. The adversary system, which we adopted worked best when both counsel felt a responsibility to assist the court in arriving at a fair and just decision. It was the duty of counsel to elicit all relevant information from their clients and to present it before the court.' Holding in **Iga v Agip Ltd 1975 HCB 13**

In light of the above statement, discuss the duties owed by an advocate to the court in the conduct of cases and the potential conflict with their obligation to their client. (25 Marks)