**Ethiopian Airlines v Motunrola**

**Division:** Court of Appeal of Uganda at Kampala

**Date of judgment:** 5 September 2005

**Case Number:** 30/03

**Before:** Mukasa-Kikonyogo DCJ, Mpagi-Bahigeine and Kitumba JJA

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*[1] Evidence – Extrinsic evidence – Applicability of extrinsic evidence – Extrinsic evidence where there*

*is documentation.*

*[2] International law and conventions – Applicability of the Warsaw Convention to contracts of*

*carriage.*

**Editor’s Summary**

The respondent, who was a frequent flier of the appellant’s Lagos-Entebbe route, lost part of her luggage on reaching the Entebbe Airport. The respondent produced a list of the lost items and valued them at US$ 3 476 and lodged a complaint with the Kampala Area Manager. However, when she did not recover her property or the US$ 3 476, she sued. The High Court awarded her US$ 600 for the 30kgs of the lost luggage and Ush 3 million for the inconvenience and costs under Article 22(*a*) of the Warsaw Convention. The appellant appealed on the grounds that the court relied on oral evidence and that it was inequitable to grant the sum of 3 million as general damages when it had come to the court with clean hands.

**Held** – Both parties were governed by the Warsaw Convention, since under Article 1 it is applicable to international flights made by a carrier. Hence, the terms of the contract and the liabilities between the parties were governed by the Warsaw Convention. Extrinsic evidence cannot be used to vary or alter the contents of a written document. (*Uganda Revenue Authority v Stephen Mabosi* civil appeal number 26 of 1995 followed). The act of the appellant’s representative in accepting payment of excess luggage of 10 kilograms was illegal and therefore of no effect. Once an illegality is brought to the court’s attention, it overrides all questions of pleadings including admissions. Appeal allowed.

**Case referred to in judgment**

(“**A**” means adopted; “**AL**” means allowed; “**AP**” means applied; “**APP**” means approved; “**C**” means

considered; “**D**” means distinguished; “**DA**” means disapproved; “**DT**” means doubted; “**E**” means

explained; “**F**” means followed; “**O**” means overruled)

*Uganda Revenue Authority v Mabosi* Supreme Court civil appeal number 26 of 1995 – **F**