**Ziwa v Pioneer Gen Assce Soc Ltd**

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

**Date of judgment:** 9 November 1973

**Case Number:** 94/1973 (39/74)

**Before:** Musoke J

**Sourced by:** LawAfrica

*[1] Insurance – Motor insurance – Compulsory third party insurance – Owner of goods carried under a*

*contract – Carriage for hire or reward – Insurer liable.*

**Editor’s Summary**

The plaintiff hired a motor vehicle insured with the defendant for the transport of his goods and in pursuance of the contract was being carried on it as a passenger when it was involved in an accident and he was injured.

He sued the defendant to recover the amount of his unsatisfied judgment against the defendant’s insured.

**Held –**

(i) The plaintiff was travelling in a commercial vehicle on business;

( ii) he was accordingly being carried for hire or reward and the defendant was liable (*Albert v. Motor*

*Insurers Bureau* (4) followed).

Judgment for the plaintiff.

**Cases referred to Judgment:**

(1) *New Great Insurance Co. of India v. Cross*, [1966] E.A. 90.

(2) *Kayanja v. New India Assurance Co*, [1968] E.A. 295.

(3) *Ajwang v. British India General Insurance Co*., [1968] E.A. 436.

(4) *Albert v. Motor Insurers Bureau*, [1972] A.C. 301; [1971] 2 All E.R. 1345.

(5) *Motor Insurer’s Bureau v. Meaned*, [1971] 2 All E.R. 1372.

Pag