



JAMHURI YA MUUNGANO WA TANZANIA
WIZARA YA MIFUGO NA UVUVI
KAMPUNI YA RANCHI ZA TAIFA (NARCO)



Unapojibu tafadhali taja:

Kumb. Na. DA.110/245/01B/82

14 Februari, 2025

Katibu Mkuu,
Wizara ya Mifugo na Uvuvi,
Mji wa Serikali Mtumba,
Mtaa wa Ulinzi,
S. L. P. 2870,
DODOMA.

Yah: **KUWASILISHA TAARIFA YA UKODISHWAJI WA VITALU**
VYA NARCO

Tafadhali rejea barua yako yenye kumb na. AC.18/67/01/20 ya tarehe 06 Desemba, 2024 inayohusu somo tajwa hapo juu.

2. Pamoja na barua hii nimeambatisha taarifa ya kina (detailed report) ya ukodishwaji wa vitalu kama ulivyoelekeza.
3. Naomba kuwasilisha.

Mohamed Z. Mbwana

MKURUGENZI MTENDAJI



JAMHURI YA MUUNGANO WA TANZANIA

WIZARA YA MIFUGO NA UVUVI

KAMPUNI YA RANCHI ZA TAIFA (NARCO)



**TAARIFA YA UKODISHAJI VITALU KATIKA KAMPUNI YA
RANCHI ZA TAIFA LTD (NARCO) HADI KUFIKIA TAREHE 14
FEBRUARI, 2025**

Kampuni ya Ranchi za Taifa Limited
Viwanja vya Maonesho ya Nane Nane
Nzuguni
S.L.P. 1819
DODOMA

FEBRUARI, 2025

1. UTANGULIZI

Kampuni ya Ranchi za Taifa Limited (NARCO) ilianzishwa mwaka 1968 kwa Sheria ya Makampuni Sura Na. 212 na inamilikiwa na Serikali kwa asilimia 100. NARCO inamiliki Ranchi kumi na tano (15) katika Mikoa tisa (9) ya Tanzania Bara. Ranchi hizo ni Kongwa (Dodoma), Ruvu (Pwani), Mkata na Dakawa (Morogoro), Kalambo (Rukwa), West Kilimanjaro (Kilimanjaro), Mzeri Hill (Tanga), Missenyi, Kitengule, Kagoma, Mabale na Kikulula na Mwisu II (Kagera), Uvinza (Kigoma) pamoja na Usangu (Mbeya). Ranchi hizo kwa pamoja zina ukwazi wa Hekta 528,599.3 ambazo zina uwezo wa kuweka ng'ombe zaidi ya 270,000.

2. UPANGISHAJI WA MAENEO KWA AJILI YA UWEKEZAJI WA MIFUGO

Katika jitihada za kuimarisha sekta ya mifugo na uchumi, mwaka 1996, Serikali iliamua kubinafsisha ranchi za NARCO kupitia iliyokuwa Tume ya Rais ya Kurekebisha Mashirika ya Umma (PSRC) hivyo, kuanzia mwaka 1992-2006 NARCO ilikuwa chini ya PSRC kipindi ambacho NARCO haikuweza kufanya uwekezaji wowote. Mkakati wa awali uliokubaliwa na Serikali kupitia Waraka Na. 6 wa mwaka 1996 kuhusu NARCO ulilenga kuuza hisa nyingi kuanzia asilimia 51 hadi 85 kwa wabia wenye mitaji na teknolojia. Mkakati huu ulihusisha ranchi 15 za NARCO.

Katika utekelezaji wa mkakati huu upungufu uliojitokeza ni kwamba ranchi moja moja za NARCO hazikuwa kampuni (ranchi zote zilikuwa chini ya Kampuni moja), hivyo uuzaji wa hisa ungekuwa vigumu kutekelezwa. Aidha, mkakati huu haukuzingatia kikamilifu hali halisi ya kila ranchi, mahitaji yake katika uendelezaji wa ufugaji wa kisasa, matatizo ya ardhi katika vijiji jirani pamoja na umuhimu wa kuwashirikisha wananchi walio wengi katika umiliki na ranchi hizo. Hivyo, ubinafsishaji wa ranchi hizo haukufanyika kama ilivyoelekezwa.

Kutokana na upungufu katika utekelezaji wa mkakati huo na maoni ya wadau kuhusu athari za kuuza maeneo makubwa ya ardhi kwa watu binafsi, hususan wageni na nia ya Serikali ya kuwashirikisha wananchi kumiliki mali za mashirika yanayobinafsishwa, Serikali iliona ni vema kutazama upya suala la ubinafsishaji wa ranchi za NARCO kwa kuandaa mkakati mpya utakaokidhi mazingira ya kiuchumi na matakwa ya wananchi. Hivyo, katika mwaka 2002, Baraza la Mawaziri lilijadili Waraka Na. 2/2002 lilitengua uamuzi wake wa awali kuhusu Mkakati wa Kubinafsisha Ranchi za Taifa ambapo maamuzi mapya yalikuwa ni kukodisha baadhi ya maeneo ya Ranchi kwa wananchi wenye nia na uwezo wa kuwekeza katika ufugaji wa kisasa na kibiashara. Hivyo,

kutokana na maamuzi hayo, kuanzia mwaka 2006 NARCO ilianza kupangisha vitalu na inaendelea hadi sasa kupangisha katika Ranchi zake kwa wafugaji kwa mikataba ya muda mfupi (mwaka 1 hadi miaka 5) na mrefu (miaka 25 hadi 33).

Malengo ya kupangisha vitalu hivi ni kuruhusu sekta binafsi kutumia fursa ya upatikanaji wa malisho ili kuongeza tija kwa kufuga kisasa na kibiashara. Aidha, upangishaji huu pia ulilenga kupunguza migogoro baina ya wafugaji, wakulima na watumiaji wengine wa ardhi. Ugawaji wa vitalu hapo awali ulikuwa ukifanyika kwa njia ya kutangaza zabuni, urasimishaji, maombi kupitia halmashauri za Wilaya pamoja na maombi ya wawekezaji wa kimkakati kupitia Wizara ya Mifugo na Uvuvi. Hata hivyo, kutokana na madadiliko yaliyofanywa na Mamlaka inayosimamia Ununuzi wa Umma (PPRA) kuhusu utangazaji wa zabuni kupitia mfumo wa kidijitali (NeST), NARCO haikuweza kutumia mfumo huo kwa kuwa wafugaji wengi hawakuwa na utayari wa kutumia mfumo kutokana na mazingira waliyopo. Kutokana na changamoto hiyo, NARCO iliomba mwongozo kutoka PPRA na kukubaliwa kutumia utaratibu wa kawaida wa kutangaza badala ya kutumia mfumo wa NeST. Barua ya PPRA yenye kumb. Na.EA.179/240/110/64 ya tarehe 7 Februari 2024 imeambatishwa pamoja na taarifa hii. – **Kiambatisho Na.1**

3. IDADI YA Wawekezaji waliopangishwa kwenye Ranchi za NARCO

Hadi kufika Februari, 2025, jumla ya **Hekta 335,626.10** zimepangishwa kwa wawekezaji 333 ambapo miongoni mwao wawekezaji **71 (Kiambatisho Na.2)** ni wa muda mrefu (**Hekta 167,027.10**) wenye mikataba ya miaka 25 hadi 33. Aidha, wawekezaji **262 (Kiambatisho Na. 3)** ni wa muda mfupi (**Hekta 168,599.00**) wenye mikataba ya mwaka 1 hadi 5.

4. KODI YA PANGO LA VITALU

Mwaka 2006/2007 wakati upangishaji unaanza, kodi ya pango ilikuwa ni shilingi 220/= kwa ekari moja kwa mwaka. Mwaka 2012/2013 hadi 2014/2015 kodi ilipanda na kuwa shilingili 1,500 kwa ekari moja kwa mwaka. Mwaka 2015/2016 hadi 2016/2017 kodi ilishuka ikawa shilingi 1,000 kwa ekari moja kwa mwaka. Mwaka 2017/2018 hadi 2018/2019 kodi ikapanda kuwa kati ya shilingi 5,500 hadi 10,500 kwa ekari moja kwa mwaka. Mwaka 2019/2020 hadi 2021 hadi sasa ilishuka na kuwa kati ya Shilingi 3,500 hadi 7,500 kwa ekari moja kwa mwaka. Mwaka 2021/2022 hadi 2023/2024 kodi ilishuka na kuwa shilingi 3,500 kwa ekari moja kwa mwaka kwa wawekezaji wote.

Mwaka 2024/2025 kodi ilipanda kwa wawekezaji wa muda mfupi na wawekezaji wapya kutoka 3,500 hadi 5,000 kwa ekari moja kwa mwaka. Hata hivyo wawekezaji wa muda

mrefu hawakupandishiwa kodi kwa sababu mikataba yao inataka kupandisha kodi kila baada ya miaka mitano ambayo kwa sasa bado haujafika.

5. HALI YA ULIPAJI WA PANGO

Ulipaji wa kodi ya pango la vitalu kwa wawekezaji unaridhisha ambapo katika mwaka wa fedha 2024/2025 Bajeti ya kodi ya pango ni Shilingi 3,965,229,588/= na hadi kufikia Februari, 2025 kiasi cha Shilingi 2,426,081,004/=kimekusanywa sawa na asilimia 61 ya Bajeti. Mchanganuo wa ulipaji kodi kwa kila mwekezaji umeambatishwa. **Kiambatisho Na.4 A na B**

6. CHANGAMOTO YA ULIPAJI WA PANGO

Kabla ya mabadiliko ya kodi ya pango, ulipaji wa kodi ya pango ulikuwa unakwenda vizuri. Hata hivyo, changamoto ya ulipaji ilitokana na pale NARCO ilipopandisha kodi ya pango mfululizo bila kuzingatia masharti ya mkataba ambayo yanataka upandaji wa kodi ufanyike kila baada ya miaka mitano (5). Baada ya kodi kupanda bila kufuata masharti ya mkataba, wawekezaji waligoma kulipa kodi hizo. Wawekezaji 10 walifungua mashauri Mahakama Kuu ya Tanzania Masjala ndogo za Bukoba na Mbeya ambapo pamoja na mambo mengine, walipinga upandaji wa kodi hizo. NARCO ilifanikiwa kumaliza mashauri 6 kwa maridhiano nje ya Mahakama. Mashauri 4 yaliyobaki yaliendelea kusikilizwa na Mahakama Kuu Masjala ya Mbeya iliamua kuwa Kodi zilizopandishwa ni batili kwa kuwa hazikufuata masharti ya Mkataba yanayotaka upandaji wa kodi kufanyika kila baada ya miaka mitano. **(Mashauri hayo yameambatishwa Kama Kiambatisho 5A hadi D)**

7. CHANGAMOTO WA ULINZI WA MAENEO YA VITALU

Kama ilivyoelezwa hapo juu, NARCO ni Kampuni iliyosajiriwa kupitia Sheria ya Makampuni Sura ya 212 ya Mwaka 2002 si Kampuni iliyoanishwa na Sheria yake pekee (is not a statutory Company). Hivyo, haina sheria (Regulations/by laws) wala Jeshi Usu zinazosimamia maeneo yake kama ilivyo kwa TANAPA ambapo sheria zao hutoa adhabu kali kwa yeyote atakayevamia maeneo hayo. Hivyo, ulindaji wa maeneo ya NARCO umekuwa unafanyika kwa kuhakikisha kuwa maeneo yote yanapangishwa ili kuzuia uvamizi. Mara nyingi maeneo haya yanapovamiwa na wafugaji, njia pekee ambayo huwa ni rahisi ya kuyaokoa maeneo hayo bila kuleta tafrani ni kuwarasimisha wananachi hao kwa kuwapa mikataba ya upangaji kama ambayo imefanyika katika Ranchi za Uvinza, Ruvu, Kagoma, na Mwisu II. Changamoto kubwa iliyojitokeza katika maeneo ya Mwisu II wakati maeneo hayo yametangazwa, Wavamizi wengi waliingia kwenye maeneo hayo na kuanza kuyatumia kwa ufugaji na kilimo.

Aidha, njia nyingine ambayo hutumika ni kushtaki Mahakamani ili Mahakama itoe amri ya kuwatoa wavamizi hao kama ilivyofanyika katika Ranchi ya Mwisu II upande wa Muleba ambapo zaidi ya watu 813 wamevamia Ranchi hiyo na Mahakama imeamua kuwa watu hao wavamizi na hivyo wanapaswa kuondoka ndani ya Ranchi hiyo. Maombi ya utekelezaji wa Hukumu hiyo yamewasilishwa Mahakama Kuu ya Tanzania Masjala ndogo ya Bukoba na yamepangwa kusikilizwa tarehe 26 Februari, 2025 Mbele ya Mhe Mkasiwa, Naibu Msajili wa Mahakama Kuu.



Unapojibu tafadhali taja:

Kumb. Na: EA.179/240/110/64

07 Februari, 2024

Mkurugenzi Mtendaji,

Kampuni ya Ranchi za Taifa (NARCO),

Viwanja vya Maonesho Nane Nane, Nzuguni,

Jengo la Wizara ya Mambo ya Ndani ya Nchi,

S. L. P. 1819,

DODOMA.

Barua pepe: barua@narco.go.tz,

**YAH: MAOMBI YA KIBALI CHA UPANGISHAJI WA VITALU VYA UFUGAJI KWA
UTARATIBU MAALUM.**

Tafadhali rejea barua yako yenye Kumb. Na. EA. 179/240/110/58 ya tarehe 14 Desemba, 2023 na Kumb. Na. EA.235/253/01/54 ya tarehe 2 Januari, 2024 iliyopokelewa tarehe 24 Januari, 2024 yenye kichwa cha habari husika hapo juu na kikao kilichofanyika kati ya maafisa wa NARCO na Mamlaka tarehe 18 Desemba, 2023.

2. Mamlaka inaendelea na zoezi la ujenzi wa mfumo wa Ununuzi wa Umma (NeST) kwa ajili ya kuendesha michakato ya Ununuzi kwa njia ya zabuni. Michakato hii inahusisha aina mbalimbali za Ununuzi ikiwemo Ununuzi kwa njia ya Upangishaji (Lease) au Ukodishaji (Renting). Aidha, Ununuzi kwa njia za zabuni, wazabuni hushindanishwa na mshindi anayepatikana ni yule mwenye zabuni iliyokidhi vigezo vya zabuni vilivyowekwa, na iliyo na bei ya juu kwa zabuni za ukusanyaji wa mapato (highest evaluated tender price) au iliyo na bei ya chini katika zabuni za bidhaa, kazi za ujenzi na huduma (lowest evaluated tender price); kama inavyoainishwa kwenye Kanuni 212, 213, 214 na 220 (1) za Kanuni za Ununuzi wa Umma.
3. Baada ya majadiliano yaliyofanyika katika kikao kilichotajwa hapo juu, Mamlaka ilibaini kuwa Upangishaji wa vitalu vya ufugaji unaofanywa na Taasisi yako hauna vigezo

shindanishi. Katika maelezo yenu ilielezwa ili mwombaji apate kitalu kuna orodha ya taarifa ambazo anatakiwa kuzileta kutoka kwenye mamlaka tofauti za serikali na baada ya mapitio ya taarifa hizo mwombaji hupewa kitalu na kutakiwa kulipa kodi ya upangishaji wa kitalu ambayo kimsingi haishindanishwi. Utaratibu huu unakinzana na taratibu za ununuzi kwa njia ya zabuni kama ilivyofafanuliwa hapo juu.

4. Wakati Mamlaka ikiandaa utaratibu wa namna ya kutekeleza aina hii ya ununuzi, unashauriwa kuendelea na upangishaji wa vitalu vya ufugaji kupitia taratibu za ndani ya Taasisi yako.
5. Nashukuru kwa ushirikiano wako.



Eliakim C. Maswi

MKURUGENZI MKUU

ORODHA YA WAWKEZAJI WA MUDA MREFU KATIKA RANCHI ZA NARCO HADI KUFIKIA TAREHE 14/02/2025

RANCHI YA KITENGULE			
NA.	JINA LA MPANGAJI	UKUBWA (HA)	HALI HALISI YA UWEKEZAJI
1	Kiteto Agro Business Ltd.	2,468.62	Nyumba 3.
2	Abakundaine Trustee,	2,384.14	Fensi 10 km, Mabwawa 02, Ofisi 01 na Ng'ombe 1800,Mbuzi 600, kondoo 500,nyumba za wafanyakazi 1,mabwawa 3.
3	Mtebu Investment Co. Ltd.	1,371.70	Ofisi 01, Bwawa 02,nyumba za wafanyakazi 2,bilika ya maji 1,fensi 13km ,kufyeka ekari 250, Ng'ombe 464, Mbuzi 264 na kondoo 160.
4	Charles Burchard Lwabutondogoro,	1,016.27	Spray race, Kisima 1, Ofisi 01, nyumba 03, fensi 10km , kufyeka vichaka 10 km, Ng'ombe 492, Mbuzi 420 na punda 30
5	Laurian Kasenene Rubega,	1,416.00	Ofisi 01, nyumba 06, bwawa 02, birika 1, fensi 16km,kufyeka ehari 3 na Ng'ombe 628, mbuzi 238,kondoo 153
6	Bungengele Farm,	1,602.00	Ofisi 01, nyumba za wafanyakazi 6, bwawa 02, Spry Race 1, Ng'ombe 538, mbuzi 56, kondoo 36.
7	MCI Worldwide Limited,	1,955.17	Ofisi 01, nyumba 04, bwawa 02 na makinga moto na Ng'ombe 604.spray race 1.
JUMLA YA HEKTA		12,213.90	
RANCHI YA MABALE			
NA.	JINA LA MPANGAJI	UKUBWA (HA)	HALI HALISI YA UWEKEZAJI
1	ABA Ranch	558.04	Ofisi 01, nyumba 04, bwawa 01 na kisima 01, eneo lililofyekwa ekari 500, Ng'ombe 80, Mbuzi 200 na kondoo 132, punda 2.
2	Kalokola Dairy and Beef Ranching,	981.10	Ofisi 01, nyumba 06, Mabwawa 02, na Fensi 13km, sprayrace 1, Ng'ombe 764, Mbuzi 301 na kondoo 438.
3	Kagera Ranching and Agribusiness	793.92	Ofisi 01, nyumba 03, Fensi 4km, Mabwawa 03,ekari 600 zilizofyekwa,Ng'ombe 398, Mbuzi 104 na kondoo 50.
4	Utulivu Livestock Farm	887.33	Ofisi 01, nyumba 04, Mabwawa 02, ekari 600 iliyofyekwa, Ng'ombe 440 na Mbuzi 156.
5	Nyabiyonza Ranch	1,233.31	Ofisi 01, Nyumba 07 na Mabwawa 02, eneo ekari 200, Ng'ombe 870 na Mbuzi 580 na kondoo 125.
6	Msafiri R. Msafiri	1,172.59	Ofisi 01, nyumba 04, Mabwawa 02, eneo 300 ekari lililofyekwa, Ng'ombe 572 na mbuzi 200.
JUMLA YA HEKTA		5,626.28	
RANCHI YA KIKULULA			
NA.	JINA LA MPANGAJI	UKUBWA (HA)	HALI HALISI YA UWEKEZAJI
1	Jossam & Company Ltd	1,990.00	Ofisi 02, Nyumba 05, Mabwawa 03,kisima 1, birika ya maji 1, spray race ,eneo lililofyekwa vichaka 3000 ekari na Fensi, Ng'ombe 1,346, Mbuzi 426

2	Kahama Fresh	2,087.00	Ofisi 02, Nyumba 05, Mabwawa 03,kisima 1, birika ya maji 1, spray race ,eneo lililofyekwa vichaka 3000 ekari na Fensi 10km, Ng'ombe 2346, Mbuzi 426
3	Jossam & Company Ltd	500.00	Ofisi 02, Nyumba 05, Mabwawa 03,kisima 1, birika ya maji 1, spray race ,eneo lililofyekwa vichaka 1200 ekari na Fensi 5.5km, Ng'ombe 446,
JUMLA YA HEKTA		4,577.00	
RANCHI YA KAGOMA			
NA.	JINA LA MPANGAJI	UKUBWA (HA)	HALI HALISI YA UWEKEZAJI
1	Hakim H. Kichwabuta/KZR Kagoma Ranch	1,208.94	Ofisi 1, nyumba za wafanyakazi 3, birika ya maji 1, Mabwawa 03, Ng'ombe 960, Mbuzi 160 na kondoo 20.eneo lililofekwa ekari 700
2	Kikundi cha Wafugaji Kihanga,	2,177.97	Mabwawa 4, lililofyekwa ekari 600 na Ng'ombe 640.
3	Kagunga Kikundi cha Wafugaji,	1,996.47	Ofisi 01, nyumba za wafanyakazi 4, mabwawa 6, eneo lililofyekwa ekari 200, Ng'ombe 1528 na Mbuzi 32.
4	Jumuiya ya Wafugaji Kahundwe	2,069.00	Ofisi 1, nyumba za wafanyakazi 10, birika ya maji 1, mabwawa 5, eneo la kufyeka 50ekari, Ng'ombe 928 na Mbuzi 212.
5	Umoja wa Wafugaji Kashanda,	2,323.88	Ofisi 01, nyumba ya wafanyakazi 2, eneo lililofyekwa ekari 50, Mabwawa 03, Ng'ombe 1200 na Mbuzi 100.
6	Kikundi cha Wafugaji wa Ng'ombe Bugene	2,480.98	Ofisi 01, nyumba 02 na bwawa 01, eneo lililofyekwa 20 ekari na Ng'ombe 801.
7	Kyaka Ranches Ltd.,	1,842.30	Ofisi 01, nyumba za wafanyakazi5, malisho 10 ekari, eneo lililofyekwa 200 ekari, Spry race01 na bwawa 01 na Ng'ombe 460.
8	Kikundi cha Wafugaji - Katembe,	1,922.29	Ofisi 01, nyumba 02 na bwawa 02, eneo lililofyekwa ekari 250, Ng'ombe 1,179, kondoo 102 na Mbuzi 230.
9	Farmers Investment Company	1,028.00	Nyumba 04, sprayrace 1, Fensi 10km, ekari 500 zilizofyekwa, Mabwawa 03 na n'gombe 720, mbuzi 50 na kondoo 70.
JUMLA YA HEKTA		17,049.83	
RANCHI YA MWISA II			
NA.	JINA LA MPANGAJI	UKUBWA (HA)	HALI HALISI YA UWEKEZAJI
1	Emanzi Ranching	1,949.64	Ng'ombe 160 na Mbuzi 160
2	Alkadi Athanas Leo	1,530.27	Ng'ombe 40.
3	Thomas Rwentabaza Farm	961.00	Ng'ombe 228 na Mbuzi 32.
4	Hashimu L luholela	1,969.51	Ng'ombe 28, Mbuzi 12 na kondoo 45.
5	Umoja wa wafugaji rugela	2,108.70	Ofisi 01, nyumba ya wafanyakazi 3, eneo lililofyekwa ekari 50, Mabwawa 01, Ng'ombe 1200 na Mbuzi 100.
6	Zedekia Ntungwa	1,047.36	Nyumba 02 na Ng'ombe 501.
7	Chobo investment	6,401.00	Ofisi 01, nyumba za wafanyakazi 5, malisho 50 na Ng'ombe 460.
JUMLA YA HEKTA		15,967.48	
RANCHI YA USANGU			

NA.	JINA LA MPANGAJI	UKUBWA (HA)	HALI HALISI YA UWEKEZAJI
1	Mahola Ranching	2,872.43	Ana ng'ombe 1,193, mbuzi 1,218 pamoja na kondoo 327, Josho 1, Bwawa 1, ofisi moja. nyumba 16, Power na tiller 1. Takribani ekari 20 zinatumika kwa kilimo cha mahindi
2	Jaji Anthony Mrema	3,380.50	Ana ng'ombe 786, mbuzi 250 kondoo 50 pamoja na mizinga ya nyuki 48, Bwawa moja na nyumba moja Takribani ekari 50 zinatumika kwa kilimo cha mahindi
3	M.E Kaaya	2,448.00	Ana ng'ombe 1000, mbuzi 200, ofisi moja, nyumba 5, josho moja la kuogeshea mifugo, kisima 1 cha maji, trekta moja na boza moja Takribani ekari 40 zinatumika kwa kilimo cha mahindi
4	Charles Yumbu Gelegele	2,851.47	Ana ngo'mbe 1,511, mbuzi 485, pamoja na kondoo 353, Bwawa moja, ofisi moja, kisima kimoja kirefu kinatumia solar, visima vifupi 8, makalo 8 ya kunyweshea, nyumba 16 Takribani ekari 60 zinatumika kwa kilimo cha mahindi
5	OC industrial Holding Ltd	3,139.18	Ana ng'ombe 441, mbuzi 187, ofisi moja, kisima kimoja kirefu, visima 5 vifupi, spray race usafiri tractor 3, powertiller1, Gari moja, pikipiki mbili. Vifaa [mashine bailer 1, mower, 1, grass chaff 1,machine ya kusaga na kukoboa
6	Kabolika Usangu Ranch Company	2,646.00	Ana ng'ombe 817, mbuzi 423 pamoja na kondoo 409, Bwawa moja la kunyweshea, nyumba 4, ofisi moja Takribani ekari 30 zinatumika kwa kilimo cha mpunga
7	Esterina Kilasi	2,768.90	Ng'ombe 500 mbuzi 255, pamoja na kondoo 94, ofisi 1, nyumba 13, josho lakuogeshea moja, kisima kirefu kimoja, visima vifupi 4, water trough 6, hay ban4, karakana 1, mabwawa 2, mzani mmoja, usafiri tractor moja, powertiller moja, Takribani ekari 60 zinatumika kwa kilimo cha mahindi
8	Lushu Ranching Co Ltd	3,158.00	Ng'ombe 833, mbuzi 450 nakondoo 1200, ofisi moja , nyumba saba 7, visima virefu viwili [2] vinavyotumia solar , josho moja , Gari moja, Tractor moja na power tiller mbili i
9	Usangu Ranching Co Ltd	2,722.74	Ana ng'ombe 700, mbuzi 100, kisima kimoja kirefu, josho la kuogeshea mifugo, nyumba 3, Bwawa 1, trekta 1, Takribani ekari 30 zinatumika kwa kilimo cha mahindi
JUMLA YA HEKTA		25,987.22	
RANCHI YA MKATA			
NA.	Jina la mpangaji	Kitalu/ukubwa (ha)	Hali halisi ya uwekezaji
1	NAM RANCH	4,393.63	Ana ng'ombe 15, mbuzi 40 pamoja na kondoo 30,nguruwe 300,kuku 300 Josho 1, Bwawa 3 ya samaki, ofisi moja. nyumba 8, Power na tiller 1. Trekta 2,Gari 1

2	KADOLO FARM	4,005.00	Kwa hivi sasa hakuna shughuli zozote za mwekezaji zinazoendelea katika kitalu hiki. Na sehemu kubwa imevamiwa na wafugaji na wakulima. Maeneo mengine ya kitalu hiki yamegeuka kuwa mapori.
3	MAHENDA INVESTMENT	4,006.70	Ana ng'ombe 1200, mbuzi 350, ofisi 1, nyumba 6, josho moja la kuogeshea mifugo, kisima 1 cha maji,
JUMLA YA HEKTA		12,405.33	
RANCHI YA KALAMBO			
NA.	jina la mpangaji	kitalu/ukubwa (ha)	hali halisi ya uwekezaji
1	GEORGE JIBUNGE/KAZOMBO CAMP LTD	2,912.27	Ng'ombe 185,Mbuzi 123,kondoo 109,punda 9 Shamba ekari 300,josho 1,nyumba 10,kibanio 1,lambo 2 shamba la mahindi na maharage ekari 280
2	SUMMIT RANCH LIMITED S. L. P. 605, SUMBAWANGA,	3,127.24	Ng'ombe 720,mbuzi125,kondo 92,nyumba 11,ofisi 2,vibanio 2,spray race 1malambo 2,trekta 3,gari 1,shamba la mahindi na maharage 320
3	KIJIJI CHA SINTALI SUMBAWANGA	3,157.71	Ng'ombe 1900,mbuzi 200,kondoo 50 punda 10,nyumba 6,ofisi 1,vibanio 2,malambo 2,pikipiki 5,solar 1,shamba la maharage na mahindi ekari 270
4	KALAMBO WORKERS CO OP. SOCIETY,S. L. P. 106, SU	3,184.59	Josho 1,nyumba 6,ofisi 1pikipiki 3,shamba la mahindi ekari 110
5	KIJIJI CHA MBULUMA, SUMBAWANGA	3,167.40	Josho 1,nyumba 6,ofisi 1pikipiki 2,shamba la mahindi ekari 260
6	KATUKA KATE FARMERS LTD C/O S. L. P. 106, SUMBA	2,106.98	Nyumba 8,josho 1,kibanio 1,pikipiki 1,shamba la mahindi na maharage ekari 130
7	KIJIJI CHA LOLESHA, SUMBAWANGA	2,107.00	Josho 1,ofisi 1,kibanio 1,pikipiki 2,shamba la mahindi na maharage ekari 270
8	UFIPA RANCH LTD., S. L. P. 650, SUMBAWANGA	3,965.93	Josho 1,nyumba 8,kibanio 1trekta 1,pikipiki 2, shamba ekari 150
9	KATE FARM LIMITED, S. L. P. 6, NAMANYERE RUKWA,	2,419.44	Josho 1,nyumba 3kibanio 1,sprayrace 1,pikipiki 1,trekta 1 shamba la mahindi na maharage ekari 100
10	HAMIDU MAGESHA S. L. P. 77686, DAR ES SALAAM	2,865.00	Josho 1,nyumba 12,ofisi 1,kibanio 1,lambo 1,pikipiki 2 gari 1
JUMLA YA HEKTA		29,013.56	
RANCHI YA MZERI			
NA.	JINA LA MPANGAJI	UKUBWA (HA)	HALI HALISI YA UWEKEZAJI
1	Overland Livestock Multiplication Unit and Embryo Transplant (OLMU & ET)/OVENCO	11,000.00	Ana ng'ombe 2,633 mbuzi 417pamoja na kondoo 8,. nyumba 4, Trekta 2, Godown 1, Feedlot 1, Kisima cha Maji 1, Mabirika ya maji 1, Pikipiki 4, Gari 1, Sprayrace 1, Shamba la Malisho Hekta 160.
2	Olospa Ranching CO. LTD	3,676.18	Ana ng'ombe 365, mbuzi 204 pamoja na kondoo 96,. nyumba 3, Feedlot 1, Kisima cha Maji 1, Mabirika ya maji 1, Pikipiki 2, Mabwawa 2, Josho 1, Machinjio 1, Kufyeka vichaka Hekta 10.

3	Stage Farm Project LTD	2,231.74	Ana ng'ombe 17, nyumba 4, Ofisi 1, Trekta 1, Gari 1, Machinjio 1, Mabwawa ya Samaki 8.
4	Klub Afriko	2,127.22	Ana ng'ombe 110, nyumba za Watumishi 2, Pikipiki 1.
6	Shallom farming and plantation	3,231.00	Nyumba za Watumishi 2, Kisima cha maji 1, Mabirika ya maji 2.
JUMLA YA HEKTA		22,266.14	
RANCHI YA MISSENYI			
NA.	JINA LA MPANGAJI	UKUBWA (HA)	HALI HALISI YA UWEKEZAJI
1	CHANG'OMBE RANCHING COMPANY LTD	1,688.52	Ana ng'ombe 310, mbuzi 300, chanzo cha maji ni mto Kagera, Jengo la ofisi moja, nyumba za wafanyakazi 3, Gari 1, pikipiki 01. Eneo lote limezungushiwa fensi, Chapa ya mifugo ni AJK na K.
2	ROYAL FARM DISTRIBUTOR LTD	2,208.44	Ana ng'ombe 1400, mbuzi 721, kondoo 348 na punda 5, nyumba za wafanyakazi 20, mabwawa 3 na joshu 1. Ana gari 1, trekta 1 na pikipiki 3. Ana shamba la ekari 10 za JUNCAO na ekari 10 za mahindi kwa ajili ya kutengeneza silage. Eneo lote limezungushiwa fensi, Chapa ya mifugo ni RF.
3	FRANSISCA KATAGIRA	1,002.74	Ana ng'ombe 50 na kondoo 3. Ana majengo ya ofisi 2, nyumba za wafanyakazi 2 ana visima vitano ambavyo havifanyi kazi na joshu moja ambalo halitumiki. Eneo baadhi limezungushiwa fensiChapa ya mifugo ni AOK
4	JA RANCHES	1,000.00	Ana ngo'mbe 700, mbuzi 359 na kondoo 12. Ana jengo la ofisi 1, nyumba za wafanyakazi 4 na mabwawa ya maji 4. Pia ana pikipiki 1. Eneo lote limezungushiwa fensi, Chapa ya mifugo yake ni JA na DK.
5	CM SATELLITE	1,000.00	Ana ng'ombe 625, mbuzi 140 na kondoo 52. Ana jengo 1 la ofisi, nyumba za wafanyakazi 2 na mabwawa 4 ya maji. Pia ana gari 2, trekta 1 na pikipiki 2. Amelima ekari 50 za JUNCAO na SUPER NAPIER. Eneo lote limezungushiwa fensi, Chapa ya mifugo ni 02 na SS1.
6	JUVA HOLDING COMPANY LTD	846.00	Ana ng'ombe 450, ana jengo moja la ofisi, nyumba za wafanyakazi 2 na mabwawa 7 ya maji. Pia ana pikipiki 3. Eneo lote limezungushiwa fensi. Chapa ya mifugo ni JUVA
7	NESTORY R. KULINDA	1,303.66	Ana ng'ombe 1,107 na mbuzi 481. Ana jengo la ofisi 1, nyumba za wafanyakazi 4, mabwawa 4 na spray race 1. Pia ana gari moja na pikipiki 3. Eneo lote limezungushiwa fensi, Chapa ya mifugo yake ni NRK.
8	LONNA RANCHING LTD	2,212.08	Ana ng'ombe 1,900. Ana jengo la ofisi 1, nyumba ya meneja 1, nyumba za wafanyakazi 15, mabwawa 6 na spray race 1. Pia ana gari moja, trekta 1 na pikipiki 5. Eneo lote limezungushiwa fensi, Chapa ya mifugo ni MS17.

9	ICAN COMPANY LTD/KLELEE ORGANIC FARM PRODU	2,750.84	Ana ng'ombe 2,300. Jengo la ofisi 1, nyumba za wafanyakazi 12, Jumla ya wafanyakazi 54, mabwawa 6, kisima cha maji 1 na spray race 1. Amelima ekari 200 za JUNCAO, SUPER NAPIER, DESMODIUM pia kalima ekari 200 za mahindi kwa ajili ya kutengeneza silage. Ana magari 5, trekta 4, pikipiki 7 pia muwekezaji ana seti nzima ya kuvuna, kukata na kufunga marobota ya nyasi. (Muwekezaji mkubwa Missenyi), Chapa ya mifugo yake ni PM16.
10	MTUKULA RANCHING COMPANY LTD	1,736.00	Ana jumla ya ng'ombe 1,250 na mbuzi 200. Jengo la ofisi 1, nyumba ya meneja 1 na nyumba za wafanyakazi 12, mabwawa 3, spray race 1 na crush 1 (Ya kisasa Zaidi) . Wamelima ekari 300 za napier sugar grass na ekari 100n za mahindi kwa ajili ya silage. Pia wana gari 1, trekta 1, escaveta 1 na pikipiki 3, Chapa ya mifugo ni MKY (Muwekezaji mkubwa Missenyi)
9	Farmers Investment Company	1,028.00	Nyumba 04, sprayrace 1, Fensi 10km, ekari 500 zilizofyekwa, Mabwawa 03 na n'gombe 720, mbuzi 50 na kondoo 70.
JUMLA YA HEKTA		16,776.28	
1. Wawekezaji wenye mikataba ya muda mrefu uvinza			
NA	JINA LA MWEKEZAJI	UKUBWA (HA)	HALI YA UWEKEZAJI
1	Jackson M. Yuma	2,376.78	Ng'ombe 2,600, nyumba 1, wafanyakazi 34, takriban heka 10 zinatumiwa kwa kilimo
2	Coast Livestock Farm	2,767.30	Ng'ombe 2,400, Mbuzi 30, kondoo 2, wafanyakazi 30, nyumba 4, joshoni 1, kibani 1, mashine ya kusaga 1 na pikipiki 1
JUMLA YA HEKTA		5,144.08	
JUMLA YA HEKTA ZILIZOPANGISHWA		167,027.10	

ORODHA YA WAWKEKEZAJI WA MUDA MFUPI KATIKA RANCHI ZA NARCO HADI KUFIKIA TAREHE 14/02/2025

RANCHI YA KITENGULE			
NA.	JINA LA MPANGAJI	UKUBWA (HA)	HALI HALISI YA UWEKEZAJI
1	Kagango Farm	400.00	Nyumba 3, Ng'ombe 360, Fensi 3km na bwawa 1
2	Edson R. Kasano	486.00	Ofisi 1, nyumba 02, fensi 4km Ng'ombe 10, mbuzi 38.
3	Faustin kabuhaya	300.00	Ng'ombe 250
JUMLA YA HEKTA		1,186.00	
RANCHI YA MABALE			
NA.	JINA LA MPANGAJI	UKUBWA (HA)	HALI HALISI YA UWEKEZAJI
1	Everister M. Babyegeya	346.51	Nyumba 02, eneo lililofyekwa ekari 340, Ng'ombe 208, Mbuzi 20 na kondoo 132, punda 2.
2	Jr Company	768.09	Ofisi 01, nyumba 04, bwawa 02 na kisima 01, eneo lililofyekwa ekari 400, Ng'ombe 600 na Mbuzi 300.
3	William F. Katunzi	581.26	Nyumba 04, bwawa 01 Ng'ombe 380, Mbuzi 80.
4	Pimaz Co.Ltd	542.60	Nyumba 03, bwawa 01, eneo lililofyekwa ekari 300, Ng'ombe 365, Mbuzi 100.
5	Longino M. Kajumbula	550.01	Bwawa 01 eneo lililofyekwa ekari 100, Ng'ombe 280.
6	Peter kalamulani	650.97	Ng'ombe 398.
7	Sajago Group	222.44	Bwawa 01 na Ng'ombe 180.
8	Innocent Bashungwa	300.00	-
9	Florent Kyombo	300.01	nyumba 03 na Ng'ombe 280
10	Benetson Mbekya	400.35	bwawa 01 , eneo lililofyekwa ekari 50 na Ng'ombe 300
11	Fred .A. Kulwa	655.61	Ng'ombe4 80 na bwawa 1
12	Fred Nalيسي	343.08	Ng'ombe 298
13	Sande D Kakwaya	350.66	Ng'ombe 280
14	Tresphory F. Kasimbazi	650.11	Ofisi 01, nyumba 04, bwawa 02, eneo lililofyekwa ekari 300, Ng'ombe 480
15	Abdul A. Kikoyo	705.57	Nyumba 01, eneo lililofyekwa ekari 200, Ng'ombe 400.
16	Amza Y. Rugemalira	800.82	Ofisi 01, nyumba 05,kisima 01, eneo lililofyekwa ekari 600, Ng'ombe 380, Mbuzi 200
JUMLA YA HEKTA		8,168.09	
RANCHI YA KIKULULA			
NA.	JINA LA MPANGAJI	KITALU/UKUBWA (HA)	HALI HALISI YA UWEKEZAJI
1	Godson Mwita	112.00	Nyumba 02, eneo lililofyekwa ekari 140, Ng'ombe 68, Mbuzi 20
2	R2 Ranching Company	1,008.81	Ofisi 01, nyumba 03, bwawa 02, eneo lililofyekwa ekari 500, Ng'ombe 678 na Mbuzi 100 na kondoo 34
3	Jr company	1,174.00	Ofisi 1, Nyumba 04, bwawa 02 Ng'ombe 780, Mbuzi 80.
4	Amri Amri Al-habssy Co.Ltd	389.65	Nyumba 03, bwawa 01, eneo lililofyekwa ekari 200, Ng'ombe 265, Mbuzi 60 na kondoo 120
5	Leopord B. Rwemela	559.95	Nyumba 2 Bwawa 01 eneo lililofyekwa ekari 300, Ng'ombe 380.

6	Jovinal m. Petero	500.95	Nyumba 3, ofisi 1 na Ng'ombe 398.
7	Cosmas C. Ndibalema	300.43	Ofisi 1, nyumba 2, Bwawa 01 na Ng'ombe 280.
8	Patrick B. Oswald	297.35	Nyumba 2, bwawa 1 na Ng'ombe 198.
9	Osward Rukonge	376.00	nyumba 03 na Ng'ombe 280
10	Longino wilbard	331.00	bwawa 01 , eneo lililofyekwa ekari 50 na Ng'ombe 200
11	Beatus Nyarugenda	518.03	Ofisi 1, nyumba 1, Ng'ombe 380 fensi 5km na bwawa 1
12	Alson Lutataza	109.00	Ng'ombe 98
13	Dr Bashilu Ally	200.00	Ofisi 1, nyumba 3, kisima 1, birika la maji 1, Ng'ombe 80 na fensi 2km
JUMLA YA HEKTA		5,877.17	
RANCHI YA KAGOMA			
NA.	JINA LA MPANGAJI	UKUBWA (HA)	HALI HALISI YA UWEKEZAJI
1	James Kapipi	1,077.90	nyumba 2, Ng'ombe 580 na bwawa 1
2	Abdallah Omari Bishazo	1,064.70	Ofisi 1, nyumba 1, Ng'ombe 680 na bwawa 1
3	Mzamiru mfuruki	799.64	nNg'ombe 480 fensi 5km na bwawa 1
4	Amosi M Biteko	700.00	Ng'ombe 380
5	Delfina kokushemera	583.00	nyumba 1, Ng'ombe 280 na fensi 1km
6	Justin Rujomba	800.00	Ofisi 1, nyumba 1, Ng'ombe 400 fensi 5km na bwawa 1
7	Dickson N Nguma	300.00	nyumba 3, Ng'ombe 280 fensi 5km na bwawa 1
8	Elias Kazaura	400.00	nyumba 1, Ng'ombe 380 fensi 5km na bwawa 1
9	Andrew Nshalah	400.00	nyumba 3, Ng'ombe 280 na bwawa 1
10	Paschal Shabani	800.00	Ofisi 1, nyumba 1, Ng'ombe 380 fensi 7km na bwawa 1
11	Mgisha A Kyarwenda	500.00	Ofisi 1, nyumba 1, Ng'ombe 380 fensi 5km na bwawa 1
12	Tumsime Mdi	455.00	nyumba 1, Ng'ombe 380 fensi 5km na bwawa 1
13	Telbad Kamgosha/Edward R Byamnyoloha	500.00	Ng'ombe 280 na bwawa 1
14	Revocatusi Karokola	500.00	nyumba 3 Ng'ombe 380 fensi 5km na bwawa 1
15	Katoto Miasita	500.00	nyumba 2, Ng'ombe 380 fensi 5km na bwawa 1
16	Faustin M Milanga	500.00	Ofisi 1, nyumba 1, Ng'ombe 380 fensi 5km na bwawa 1
17	Maendeleo Madebele	500.00	Ofisi 1, nyumba 1, Ng'ombe 380 fensi 5km na bwawa 1
18	Mujibu Mstapha	500.00	Ofisi 1, nyumba 1, Ng'ombe 380 fensi 5km na bwawa 1
JUMLA YA HEKTA		10,880.24	
RANCHI YA MWISA II			
NA.	JINA LA MPANGAJI	UKUBWA (HA)	HALI HALISI YA UWEKEZAJI
2	Almachius F Mafigi	383.76	Ng'ombe 200
3	Hamudi Abubakari Lyamuzito	331.42	Ng'ombe 240
4	Perfecto A. Rwakamitao	462.63	Ng'ombe 270
5	Arobogasti S. Lulila	531.21	Ng'ombe 340
6	Shayakye Trading Co.Ltd	978.45	Ng'ombe 430
7	Chapakazi Pastoralist Kashaunga 2017	702.54	Ng'ombe 400
8	Kikundi Cha Wafugaji Kakoma-Mahigabiri	402.54	Ng'ombe 250

9	Evax Construction Co.Ltd	903.84	Ng'ombe 530
10	Batabujaga Investment Co	803.84	Ng'ombe 520
11	Agness K. Rweyemamu	730.63	Ng'ombe 370
12	Banduka Livestock Cooperative Society	930.63	Ng'ombe 640
13	Yusufu Mohamed Niwmobaruga	716.30	Ng'ombe 432
14	Mwesiga S. Samson	302.40	Ng'ombe 189
15	Twemehamo Kikundi Cha Wafugaji Kibanga	460.11	Ng'ombe 240
16	Kikundi Cha Ufugaji Mifugo Jitambue Rulanda	460.11	Ng'ombe 270
17	Halmashauri ya Wilaya ya Muleba	560.94	Ng'ombe 340
18	Kikundi Cha Wafugaji Kangaza	1,339.05	Ng'ombe 456
19	Kikundi Cha Kiwaki	702.53	Ng'ombe 349
20	Hamduni Abdulmajid Athumani	302.53	Ng'ombe 213
21	Haji Saduru Rajabu Mutetembwa	513.79	Ng'ombe 250
22	Abdul Amri Kikoyo	739.46	Hajaanza uwekezaji kwasababu ya uvamizi
23	Benson Kalikawe Bagonza	563.86	Hajaanza uwekezaji kwasababu ya uvamizi
24	Gst Wafugaji	504.70	Ng'ombe 220
25	Phillip Faustine Kaniki	1,588.60	Ng'ombe 560
26	Paschal Bahati Shabani	761.24	Hajaanza uwekezaji kwasababu ya uvamizi
27	Zulia Abdallah Omary	439.58	Hajaanza uwekezaji kwasababu ya uvamizi
28	Delphinus Kamaru Bushasa	542.76	Hajaanza uwekezaji kwasababu ya uvamizi
29	Janeth Mbizo Pombe	830.17	Hajaanza uwekezaji kwasababu ya uvamizi
30	Majid Abdul Nsekela	728.05	Hajaanza uwekezaji kwasababu ya uvamizi
31	Frederick Bayona Nshekanabo	486.24	Hajaanza uwekezaji kwasababu ya uvamizi
32	George Mugambage Ruhago	559.89	Ng'ombe 200
33	Kikundi Cha Maendeleo Tuinuane (Kimatu)	506.82	Ng'ombe 230
34	Semistocles Simon Kaijage	561.40	Hajaanza uwekezaji kwasababu ya uvamizi
35	Emanuel Makinga Mashala	693.40	Hajaanza uwekezaji kwasababu ya uvamizi
36	Jofrey Mudiwani Matunda	693.40	Hajaanza uwekezaji kwasababu ya uvamizi
37	Rumanyika Shabani Ndapuro	587.40	Hajaanza uwekezaji kwasababu ya uvamizi
38	Martin Modest Julius	564.16	Hajaanza uwekezaji kwasababu ya uvamizi
39	Songambele Hamis Shabani	459.43	Hajaanza uwekezaji kwasababu ya uvamizi
40	Erick Bahati Masaganya	560.71	Hajaanza uwekezaji kwasababu ya uvamizi
41	Kikundi cha Wafugaji Bulangwa	1,341.09	Hajaanza uwekezaji kwasababu ya uvamizi
		26,231.59	
RANCHI YA USANGU			
	Jina la Mpangaji	UKUBWA (HA)	Hali ya Uwekezaji
1	ZENGO CHARLES YUMBU	2,792.00	Ng'ombe 1345, Mbuzi 622, Kondoo 511, Nyumba 13, Visima vifupi 7, Makalo ya kunyweshea mifugo 7, jengo la Ofisi 1 na Wafanyakazi 28, Takribani ekari 20 zinatumika kwa kilimo cha mahindi

2	BAHATH K. NDINGO	1,500.00	Ng'ombe 360, Mbuzi 36, Kondoo24, Nyumba 6, Josho la kuogeshea mifugo 1, kisima 1, Bwawa 1, Ofisi 1 na Wafanyakazi 10, Takribani ekari 100 zinatumika kwa kilimo cha mahindi na mpunga
3	MWIGILU CHIMA	1,579.00	Ng'ombe 1000, Mbuzi 800, Kondoo 300 na nyumba 9, Takribani ekari 150 zinatumika kwa kilimo cha mahindi na mpunga
4	RASHID NGOVANO	1,000.00	Ng'ombe 250, Mbuzi 50, Nyumba 3, Bwawa 1 na Wafanyakazi 9 Takribani ekari 400 zinatumika kwa kilimo cha mpunga
5	FORTUNATUS MJENGWA	1,381.00	Ng'ombe 420, Mbuzi 320, Kondoo 180, Bwawa 1, Nyumba 2 na Wafanyakazi 8, Takribani ekari 50 zinatumika kwa kilimo cha mahindi
6	FATUMA ANDREA	1,382.00	Ng'ombe 419, Kondoo 60, Bwawa 1 na Wafanyakazi 8 Takribani ekari 60 zinatumika kwa kilimo cha mahindi
7	MAZENGO CHARLES LUSHU	861.00	Ng'ombe 211, Nyumba 1, Makaro ya kunyweshea 2, Ofisi 1 na Wafanyakazi 4
8	PAULO CHARLES LUSHU	861.00	Ng'ombe 217, Nyumba 1, Kisima 1, Makaro ya kunyweshea 2, Ofisi 1 na Wafanyakazi 4
9	NDUTA CHARLES LUSHU	1,000.00	Ng'ombe 217, Nyumba 1, Kisima 1, Makaro ya kunyweshea 2, Ofisi 1 na Wafanyakazi 4, Takribani ekari 10 zinatumika kwa kilimo cha mahindi
10	YASINI NGONYANI	1,000.00	Ng'ombe 130, Nyumba 2, Kisima 1 na Wafanyakazi 10, Takribani ekari 400 zinatumika kwa kilimo cha mpunga na mahindi
11	ISAKA ELIAKIMU SILOMA	750.00	
12	JULIUS GALAHENGO TISHO	500.00	
13	KASHU KIPARA NANGEREKI	750.00	
14	LEKARANGA KIPALA PUNYA	500.00	
15	LOKORDU ELIAKIMU SILOMA	500.00	
JUMLA YA HEKTA		16,356.00	
RANCHI YA KALAMBO			
1	NYENYE ZENGO	500.00	Ng'ombe 420
2	UWAMITA	800.00	Ng'ombe 3012
3	JOHN HAMRI PETER	500.00	Ng'ombe 270
4	NKWABI MATHIAS	500.00	Ng'ombe 218 na mbuzi 200
5	LUKOTEJA P.NDIGIRA	500.00	Ng'ombe 300
6	MAHELA SHIJA	500.00	Ng'ombe 329
7	SULTAN SELF	500.00	Ng'ombe 270
8	JACKSON JILALA	500.00	Ng'ombe 300
9	SAID MTANDA	500.00	Ng'ombe 287
10	ONE GOAL COMPAY	500.00	Ng'ombe 190
11	SINDAI CHARLES GELEGELE	2,959.43	Ng'ombe 16,nyumba 4

12	MKEMBO CHIMA MWENDAGOZA	3,790.04	Ng'ombe 2300,nyumba 5,Josho 1
13	DIGA GELEJA MAPULA	920.29	Ng'ombe 645, nyumba 5
14	KENDA LUSANGIJA NONGA	800.00	Ng'ombe 730,Nyumba 3
JUMLA YA HEKTA		13,769.76	
RANCHI YA WEST KILIMANJARO			
NA.	JINA LA MPANGAJI	UKUBWA (HA)	HALI HALISI YA UWEKEZAJI
1	KIKUNDI CHA WAFUGAJI ENABOISHU OOLARAMATAK	750.00	Ng'ombe 930, mbuzi 237 na kondoo 456.
2	KIKUNDI CHA WAFUGAJI ILARAMATAK SIHA	500.00	Ng'ombe 762, mbuzi 321 na kondoo 402.
3	KIKUNDI CHA WAFUGAJI ERETOTO ARUMERU	500.00	Ng'ombe 750, mbuzi 312 na kondoo 441
4	KIKUNDI CHA WAFUGAJI ENABOISHU ARUMERU	500.00	Ng'ombe 669, mbuzi 205 na kondoo 300.
5	KIKUNDI CHA WAFUGAJI NARAMATISHU LONGIDO	500.00	Ng'ombe 735, mbuzi 326 na kondoo 428.
6	KIKUNDI CHA WAFUGAJI NOOSIKITO LONGIDO	1,000.00	Ng'ombe 1360, mbuzi 536 na kondoo 749.
7	JOHN KIMITI NDOIPO LONGIDO	500.00	Ng'ombe 370, mbuzi 123 na kondoo 257
JUMLA YA HEKTA		4,250.00	
RANCHI YA RUVU			
NA.	JINA LA MPANGAJI	UKUBWA (HA)	HALI HALISI YA UWEKEZAJI
1	BUYUNI KIGEMA	1,560.35	Ana ng'ombe 900, mbuzi 150 pamoja na kondoo 100, nyumba za Muda (miti) 21,Takribani ekari 600 zinatumika na wavamizi kwa kilimo cha mazao ya chakula na makazi
2	KAZI RANCHI	1,145.00	Ana ng'ombe 295, Bwawa1 na nyumba za muda (miti) 3 josho 1, bwawa 1, kisima kirefu 1 na mzani 1. Takribani ekari 100 zinatumiwa na wavamizi kwa kilimo na makazi, wafanyakazi 11.
3	ILALA MATAKI	1,145.00	Ana ng'ombe 600, mbuzi 300, nyumba za muda 18
4	YOHANA LEMILIA	500.08	Ana ngo'mbe 299, mbuzi 200, pamoja na kondoo 89, Bwawa 1, nyumba 1 ya tofali 2 za miti, banda la kuku1 Takribani ekari 2 zinatumika kwa kilimo, wafanyakazi 9
5	SHEDELI RASHID MKOLE	500.00	Ana ng'ombe 350 , mbuzi 300, kondoo 50,bwawa1, nyumba za muda 3, takribani ekari 50 zinauvamizi zinatumika kwa kilimo, wafanyakazi 5
6	RUVU DARAJANI	905.00	Ana ng'ombe 450, mbuzi 300 pamoja na kondoo 150, nyumba 4, Takribani ekari 30 zinatumika kwa kilimo.
7	TENG'WA LUMAMBE	1,000.00	Ng'ombe 500 mbuzi 255, pamoja na kondoo 94, ofisi 1, nyumba 13, josho lakuogeshea moja, kisima kirefu kimoja, visima vifupi 4, water trough 6, hay ban4, karakana 1, mabwawa 2, mzani mmoja, usafiri tractor moja, powertiller moja, Takribani ekari 60 zinatumika kwa kilimo cha mahindi
8	MBALA GROUP	1,500.07	Ng'ombe 914,Takribani ekari 30 zinauvamizi wa wakulima.
9	NG'ANG'A MBAGARA	1,500.00	Ana ng'ombe 200, nyumba za muda 3 Takribani ekari 150 zinatumika kwa kilimo.

10	YUSUPH MAKAMBA	500.00	Ng'ombe 60, Nyumba ya muda 1, wafanyakazi 2 Takribani ekari 20 zinatumika kwa kilimo
11	UMAL.CO.LTD	500.00	Ng'ombe157, Mbuzi 600, Kondoo 2100, farasi 2, Nyumba ya tofali 1, Josho la kuogeshea mifugo 1, Bwawa 6, Ofisi 1 na jengo la chakula 1, tractor 2, bulldozer 1, scavator 1, mabanda ya mbuzi na kondoo 4, wafanyakazi 21.
12	DR. DAVID ZUMBULA	411.00	Ng'ombe 200, Mbuzi 180, nyumba za muda 3, bwawa 1, kisima kirefu1, wafanyakazi 6 Takribani ekari 20 zinatumika kwa kilimo
13	DHAHABU Y. METEINE	500.00	Ng'ombe 300, Mbuzi 200, Bwawa 1
14	RAJABU MDOE	500.00	Ng'ombe350, Mbuzi 200, Nyumba za muda 6 na Wafanyakazi 8 Takribani ekari 3 zinatumika kwa kilimo
15	HAYDOTE ENTERPRISES	100.00	Ana mradi wa kulima malisho ya mifugo, ekari 61 zimepandwa malisho, tractor 2, mower1, bailer 1, majembe ya kulima 2, hallow 1, teller 1, wafanyakazi 5.
16	ALBERT EUSADI KATAGIRA	500.00	Hawajaanza shughuli za uzalishaji
17	HERMAN ALIBALIHO KILENZI	500.00	Hawajaanza shughuli za uzalishaji
18	RAYMOND MELCKZEDECK SAITOTO	500.00	Hawajaanza shughuli za uzalishaji
JUMLA YA HEKTA		13,766.50	
RANCHI YA MZERI			
	Jina la Mpangaji	UKUBWA (HA)	Hali ya Uwekezaji
1	KARAIN K. KUNEY	519.41	Ng'ombe 316, Mbuzi 182, Kondoo 17, Nyumba 2, Visima vifupi 1, Makalo ya kunyweshea mifugo 1, Wafanyakazi 8,
2	KIKUNDI CHA MSHIKAMANO	527.60	Ng'ombe 212, Mbuzi 108, Nyumba 1, kisima 1, Nyumba ya wafanyakazi 1, Watumishi 4.
3	MOINGEIT K. OLEKUNEY	507.00	Ng'ombe 118, Mbuzi 206, Kondoo 71, nyumba 2, Kisima 1, na Karo la maji 1.
4	JOHN W. KIDA	479.42	Ng'ombe 72, Mbuzi 17, Kisima cha Maji 1, Karo 1, Wafanyakazi 2.
5	SADICK M. MGONJWA	487.25	Ng'ombe 411, Mbuzi 320, Bwawa 1, Nyumba 2 na Wafanyakazi 8, Pikipiki 1, Gari 1.
6	KIKUNDI CHA MZERI CENTRE A	546.05	Ng'ombe 219, Mbuzi 108, Nyumba za Wafanyakazi 1, Pikipiki 1.
7	KIKUNDI CHA MANYASI	499.02	Ng'ombe 188, Mbuzi 218, Kondoo 76, Punda 11, Wafanyakazi 4.
8	HANIFA HAMZA	501.00	Ng'ombe 227, Nyumba 1, Kisima 1, Makaro ya kunyweshea 3, Wafanyakazi 6, Sprayrace 1, Tanki 1, Pikipiki 1
9	KIKUNDI CHA UJAMAA	430.08	Ng'ombe 82, Mbuzi 162, Kondoo 81, Nyumba 1, Pikipiki 1, Wafanyakazi 3.
10	VICENT .N. ANNEY	501.00	Ng'ombe 208, Nyumba 1, Mbuzi 38, Wafanyakazi 4, Pikipiki 1.
11	TOBA NGUVILA	500.00	Ng'ombe 42, Nyumba 2, Sprayrace 1, Tanki 1, Pikipiki 1, Wafanyakazi 3, Karo 2
12	MUSA J. MAGUFULI	500.00	Ng'ombe 182, Mbuzi 38, Nyumba 1, Pikipiki 1, Wafanyakazi 3.

13	OMARI CHAMBO	617.68	Ng'ombe 108, Nyumba 1, Pikipiki 1, Trekta 1, Gari 1, Wafanyakazi 4, Kisima cha maji 1, Karo 1.
14	KADARES PEASANTS DEVELOPMENT PUBLIC LTD CO	500.18	Ng'ombe 151, Mbuzi 45, Nyumba 1, Pikipiki 1, Wafanyakazi 5, Kisima cha maji 1.
15	PONTIAN LAZAROMAZI KANGABO	524.26	Ng'ombe 98, Mbuzi 85, Nyumba 1, Pikipiki 1, Wafanyakazi 4, Kisima cha maji 1, Karo 1.
16	EZEKIEL FREDRICK KIRAMA	504.00	
17	FLORENCE GEORGE SAMIZI	501.00	
JUMLA YA HEKTA		8,644.95	
RANCHI YA KONGWA			
Na	JINA	UKUBWA	HALI HALISI YA UWEKEZAJI
1	KIJIJI CHA SEJELI	838.00	Ng'ombe 1665, mbuzi 108, kondoo 30
2	KIKUNDI CHA WAFUGAJI MANDUMBWA	823.50	Ng'ombe 1264 mbuzi 100 kondoo 80.
3	JOB NDUGAI	1,008.50	Ng'ombe 400, mbuzi 65
4	KIKUNDI CHA WAFUGAJI MSUNJILILE	1,290.60	Ng'ombe 2690, mbuzi 180, kondoo 27
5	KIKUNDI CHA WAFUGAJI CHAMAE	815.60	Ng'ombe 125 mbuzi 400 kondoo 80
6	KIKUNDI CHA UFUGAJI BORA	444.25	Ng'ombe 400, mbuzi 20 kondoo 50
7	JANETH MATHIAS MBIZO	250.00	Ng'ombe 89, mbuzi 90, kondoo 10. Kisima 1, lambo la kunyweshea mifugo 1.
8	MOSES MPOGOLE KUSILUKA	250.00	Ng'ombe 70, mbuzi 67, kondoo 19
9	CHARLES YORAM MWANKUPILI	250.00	Ng'ombe 70, mbuzi 60
10	MATHEW KILAMA	600.00	Ng'ombe 94, mbuzi 7
11	KIKUNDI CHA WAFUGAJI CHIGWINGWILI	1,159.30	Ng'ombe 1459, mbuzi 150, kondoo 50
12	KIKUNDI CHA WAFUGAJI NDALIBO	602.90	Ng'ombe 650, mbuzi 120, kondoo 45
13	WAFUGAJI MTANANA "A"	538.40	Ng'ombe 1100, mbuzi 300, kondoo 70.
14	UMOJA WA WAFUGAJI KIBAIGWA	300.00	Ng'ombe 1050, Mbuzi 120, kondoo 80
15	ANUARY BHAKAMIS	525.30	Ng'ombe 300, mbuzi 10
16	JULIUS MSHAMA	558.40	Ng'ombe 50
17	KIKUNDI CHA WAFUGAJI MTANANA "B"	560.60	Ng'ombe 666, mbuzi 340, kondoo 106
18	KIKUNDI CHA WAFUGAJI NDULUGUMI	814.70	Wana ng'ombe 923, Mbuzi 300, kondoo 100
19	KIKUNDI CHA WAFUGAJI NDULUGUMI	529.40	Wana ng'ombe 800, mbuzi 150, kondoo 50
20	KIKUNDI CHA KUJITEGEMEA LAIKALA "A"	1,174.30	Wana ng'ombe 1350, mbuzi 340, kondoo 330.
21	KIKUNDI CHA WAFUGAJI LAIKALA A & B	500.00	Wana ng'ombe 673, mbuzi 166, kondoo 170.
22	KIKUNDI CHA WAFUGAJI MSINGISA	814.00	Wana ng'ombe 2500, Mbuzi na kondoo 1500
23	KIKUNDI CHA WAFUGAJI MAUTYA	640.10	Wana ng'ombe 2018, mbuzi 110
24	KIKUNDI CHA WAFUGAJI UGOGONI	522.80	Wana ng'ombe 650 mbuzi 190 kondoo 85
25	KIKUNDI CHA WAFUGAJI SOITI	1,269.50	Ng'ombe 1700, mbuzi 120, kondoo 80
26	PETER MAMASITA	311.30	Ng'ombe 350, mbuzi 35 kondoo 17
27	ARISTIDES KENZIO	479.00	Ng'ombe 250.
28	KIKUNDI CHA WAFUGAJI MACHENJE	683.40	Ng'ombe 1350, mbuzi 200 kondoo 50

29	KIKUNDI CHA WAFUGAJI VILUNDILO	553.70	Ng'ombe 971 mbuzi 1750, kondoo 250.
30	MORINGE PARORITI LEBUBWA	789.30	Ana ng'ombe 800, mbuzi 350 na kondoo 100.
31	JEREMIA MWEGOHA MALECHELA	416.70	Ana ng'ombe 350, mbuzi 60 na kondoo 5.
32	MSHANDO PARUTU	514.50	Ng'ombe 850, mbuzi 350, kondoo 90
33	MABURE LEPIMA NGALAYO	521.60	Ng'ombe 800, mbuzi 70
34	SEPEI LOSHIRI KOSEI	529.20	Ng'ombe 650, mbuzi 80, kondoo 20
34	KIKUNDI CHA WAFUGAJI CHIWE	268.80	Ng'ombe 760, mbuzi 90, kondoo 10
36	ULEGA PLUMBING AND GENERAL SUPPLIES	581.60	Ng'ombe 35
37	FELIX MLAKI	609.70	Ng'ombe 230
38	TAN CHOICE	598.00	Amenza kuondoa vichaka (mwekezaji mpya)
39	AHMED SHABIBY	400.50	Ng'ombe 50
JUMLA YA HEKTA		24,337.45	
RANCHI YA MISSENYI			
	Jina la Mpangaji	UKUBWA (HA)	Hali ya Uwekezaji
1	CONSTANCIA N. BUHIYE	314.16	Ana ng'ombe 250, hana jengo la ofisi, hana nyumba za wafanyakazi, hana bwawa la maji, eneo lake limezungushiwa fensi na jumla idadi ya wafanyakazi 5.
2	MKALILO INVESTIMENT	1,978.00	Ana Ng'ombe 1,600, Jengo la ofisi 1, gari moja, pikipiki 3, na jumla ya wafanyakazi ni 17. Eneo lote limezungushiwa fensi. Chapa ya mifugo ni CF57
3	PROF. FAUSTINE KAMZOLA	939.64	Ana ng'ombe 540, mbuzi 160, kondoo 84, jengo la ofisi 1, nyumba za wafanyakazi 5, bwawa 1, eneo limezungushiwa fensi, gari 3, pikipiki 2, jumla ya wafanyakazi 24. Chapa ya mifugo ni No. 4 na FKR.
4	CLEMENT MATHAYO HAMLII	1,001.07	Ana ng'ombe 550, nyumba za wafanyakazi 1, eneo lote limezungushiwa fensi, bwawa 1, gari 1 na pikipiki 1, jumla ya wafanyakazi 12. Chapa ya mifugo ni GM na M.
5	KULWA MASHAKA MHINDA	445.45	Ana ng'ombe 468, jengo la ofisi hana, nyumba za wafanyakazi hana, hana mabwawa, eneo lake halijazungushiwa fensi, jumla ya wafanyakazi 4. Chapa ya mifugo ni M.
6	MCHINA MTORI LUTEGAYA	523.15	Ana ng'ombe 380, jengo la ofisi 1, nyumba za wafanyakazi moja, bwawa 1, pikipiki 2, jumla ya wafanyakazi 5, eneo limezungushiwa fensi. Chapa ya mifugo SKS.
7	FAUSTINE MADEBELE	523.15	Ana ng'ombe 520, Jengo la ofisi 1, nyumba za wafanyakazi 1, bwawa 1, pikipiki 1, jumla ya wafanyakazi 8. Eneo lote limezungushiwa fensi. Chapa ya mifugo SKS.
8	KATOTO MIASITA	350.37	Ana ng'ombe 336, jengo la ofisi hakuna, hakuna za wafanyakazi hauna, bwawa 3, eneo limezungushwa na fensi, jumla ya wafanyakazi 6. Pia wana pikipiki 1. Chapa ya mifugo ni HX.

9	STEPHEN KANYANKOLE	200.00	Ana ng'ombe 130, mbuzi 102, kondoo 80, nyumba za wafanyakazi 2, jengo la ofisi hauna, eneo lote limezungushiwa fensi, mabwawa 2, idadi ya wafanyakazi 5. Una pikipiki 1 na gari moja 1. Chapa ya mifugo ni SKK na M2.
10	IDDI YUNUS ZACHARIA	413.98	Ana ng'ombe 350, hana jengo la ofisi, nyumba za wafanyakazi 1, jumla ya wafanyakazi 4, eneo lake lote limezungushiwa fensi. Ana bwawa 1 pia ana pikipiki 2. Chapa ya mifugo ni IYZ
11	KAHAMA FRESH LTD	404.49	Ana ng'ombe 258, hana jengo la ofisi, hana nyumba za wafanyakazi, jumla ya wafanyakazi ni 4. Eneo lake limezungushiwa fensi, hana bwawa. Mifugo haina chapa
12	JOSEPH WILLIAM	258.00	Ana ng'ombe 235, hana jengo la ofisi, hana nyumba za wafanyakazi, jumla ya wafanyakazi ni 3, ana bwawa 1, ana pikipiki moja, eneo lake limezungushiwa fensi. Mifugo yake haina chapa
13	MUGISHA MUHINDA	445.00	Ana ng'ombe 450, hana jengo la ofisi, hana nyumba za wafanyakazi, jumla ya wafanyakazi ni 4, eneo lake limezungushiwa fensi, ana gari 1. Mifugo yake ina chapa ya M
14	HAMISI MASHAKA BITEKO	961.81	Ana ng'ombe 959, hana jengo la ofisi, hana nyumba za wafanyakazi, jumla ya wafanyakazi 8, eneo lake limezungushiwa fensi, ana gari 1, ana pikipiki 1. Chapa ya mifugo yake ni M
15	MAJID KAYONDO	1,053.44	Ana ng'ombe 426, hana jengo la ofisi, hana nyumba za wafanyakazi, jumla ya wafanyakazi 5, eneo lake limezungushiwa fensi, ana pikipiki 1, ana gari moja ana mabwawa 2. Chapa ya mifugo yake ni MKY
16	FRED & MGENYI	620.00	Ana ng'ombe 487, hawana jengo la ofisi, hawana nyumba za wafanyakazi, wana jumla ya wafanyakazi 6. Eneo lake limezungushiwa fensi. Mifugo yao haina chapa.
17	KALISTI MISIGARO MWIGA	1,856.38	Ana ng'ombe 1350, ana jengo la ofisi moja, hana nyumba za wafanyakazi, eneo lake halijazungushiwa fensi lote, ana pikipiki mbili ana jumla ya wafanyakazi 12. Chapa ya mifugo yake ni M3.
18	George Rwabunazi Gilikwayo	1,095.25	Ana ng'ombe 835, hana jengo la ofisi, hana nyumba za wafanyakazi, eneo lake halina fensi lote, idadi ya pikipiki 2, jumla ya wafanyakazi 8. Chapa ya mifugo yake ni R
19	Muungano Group	800.00	Ana ng'ombe 680, wana jengo la ofisi, hakuna nyumba za wafanyakazi, idadi ya mabwawa 4, eneo lote limefungwa fensi, jumla ya wafanyakazi 16.
20	Kikundi cha wafugaji wadogo Lukoma	500.00	Ng'ombe 420, wana jengo la ofisi, hawana nyumba za wafanyakazi, eneo lote lina fensi, mabwawa ni 3, jumla ya wafanyakazi ni 20

21	Juhudi Group	1,636.87	Ng'ombe ni 1467, wana jengo la ofisi 1, nyumba za wafanyakazi 5, eneo lao limezungushiwa fensi, wana gari 1 na pikipiki 10, jumla ya wafanyakazi ni 30, mabwawa 4.
22	Kalambi Group	300.35	Ng'ombe 675, wana jengo la ofisi 1, mabwawa 2, nyumba za wafanyakazi hakuna, jumla ya wafanyakazi 8, pikipiki 4 na gari moja.
23	Nguvu kazi	300.00	Ng'ombe 320, hawana jengo la ofisi, hawana nyumba za wafanyakazi, jumla ya wafanyakazi ni 5, pikipiki 4 na gari moja.
24	Amatungwa ranches	1,636.55	Jumla ya ng'ombe ni 1308, hawana jengo la ofisi, hawana nyumba za wafanyakazi, mabwawa 4, jumla ya wafanyakazi 20, idadi pikipiki 10.
JUMLA YA HEKTA		18,557.11	
RANCHI YA UVINZA			
1	Birasa Nyamakaba	954.00	Ng'ombe 750, wafanyakazi 13, nyumba 1, pikipiki 1, hakuna uvamizi
2	Benard Nzuguye Katambe	1,010.00	Ng'ombe 700, wafanyakazi 20, nyumba 4
3	Shilikale M. Yuma	1,000.00	Ng'ombe 1,000, wafanyakazi 16, pikipiki 1 na nyumba 1
4	David Mfzoya	576.00	Ng'ombe 600, wafanyakazi 13 na nyumba 2
5	Hamis S. Charles	588.00	Ng'ombe 600, wafanyakazi 12, na nyumba 3
6	ADTC Co Ltd	500.00	Ng'ombe 120, mbuzi 105, wafanyakazi 4, nyumba 1 na pikipiki 1
7	Juma H. Tolo	504.01	Ng'ombe 250, wafanyakazi 4 na nyumba 1
8	Giya M. Mkwabile	502.00	Ng'ombe 500, wafanyakazi 8, nyumba 2, josho 1, kibanio 1. Uvamizi wa kilimo cha mahindi takriban eka 22
9	Nkwiwa N. Mhoja	990.00	Ng'ombe 800, wafanyakazi 11 na nyumba 3
10	Pamagi Gwanchale	1,002.00	Ng'ombe 800, wafanyakazi 17 na nyumba 3
11	Malaba N. Nhungo	2,000.00	Ng'ombe 3,000, wafanyakazi 24, nyumba 6, josho 1, kibanio 1, gari 1, pikipiki 2 na kisima 1
12	Dunya S. Mgombola	500.00	Ng'ombe 500, wafanyakazi 8 na nyumba 2
13	Sengerema Habu	1,083.01	Ng'ombe 900, wafanyakazi 14, nyumba 4 na pikipiki 1
14	Samwel Lukuba	501.00	Ng'ombe 120, mbuzi 50, wafanyakazi 6 na nyumba 1
15	Prisca J. Sengerema	563.13	Ng'ombe 200, wafanyakazi 4 na nyumba 2
16	Yekonia P. Myaza	500.00	Ng'ombe 300, wafanyakazi 8 na nyumba 1
17	Ramadhani Mrisho	500.00	Ng'ombe 300, wafanyakazi 7, uvamizi wa kilimo cha mpunga takriban eka 17
18	Luhamiza L. Mtashe	500.00	Ng'ombe 300, wafanyakazi 8, uvamizi wa kilimo cha mahindi na mpunga takriban 30
19	Saguda K. Sita	500.00	Ng'ombe 360, wafanyakazi 8, nyumba 2 na pikipiki 1
20	Salu N. Bubinza	500.00	Ng'ombe 357, wafanyakazi 9, nyumba 1, uvamizi wa kilimo cha mpunga takriban eka 35
21	Shilungu Makono	500.00	Ng'ombe 413, wafanyakazi 6 na nyumba 1

22	Sandiko Badilu M	500.00	Ng'ombe 296 na wafanyakazi 4
23	Dooh Sahani	500.00	Ana Ng'ombe 371, wafanyakazi 7, nyumba1, uvamizi wa kilimo cha mpunga na mahindi takribani 10
24	Martin Mchembe	86.00	Ana Ng'ombe 104, wafanyakazi 2
25	Jilingu Mansa	500.00	Hajaingiza mifugo eneo lina changamoto ya uvamizi
26	Kasiano Ozam	500.00	Hajaingiza mifugo eneo lina changamoto ya uvamizi
27	Jefta Mshija	500.00	Hajaingiza mifugo eneo lina changamoto ya uvamizi
28	Ndambi Kulwa	500.00	Hajaingiza mifugo eneo lina changamoto ya uvamizi
29	Vicent Kadungudungu	500.00	Hajaingiza mifugo eneo lina changamoto ya uvamizi
30	Ntumos S. Rajabu	483.00	Hajaingiza mifugo eneo lina changamoto ya uvamizi
31	Robert D Vedasto	587.00	Hajaingiza mifugo eneo lina changamoto ya uvamizi
32	Avit C. Kaimukage	500.00	Hajaingiza mifugo eneo lina changamoto ya uvamizi
33	Francis Kalaye	567.00	Hajaingiza mifugo eneo lina changamoto ya uvamizi
34	Jackson Mosha	501.00	Hajaingiza mifugo eneo lina changamoto ya uvamizi
35	Kapaya Lusakwe	536.00	Hajaingiza mifugo eneo lina changamoto ya uvamizi
36	Gosbert C. Tuinaamani	500.00	Hajaingiza mifugo eneo lina changamoto ya uvamizi
37	Dunya S. Mgembila	500.00	Hajaingiza mifugo eneo lina changamoto ya uvamizi
38	Mariam Bibangamba	888.00	Hajaingiza mifugo eneo lina changamoto ya uvamizi
39	Ambailis Onespholi	588.00	Hajaingiza mifugo eneo lina changamoto ya uvamizi
40	Mambaga S. Moga	1,189.00	Hajaingiza mifugo eneo lina changamoto ya uvamizi
41	Juma Zwiyo Msalaba	1,002.00	Hajaingiza mifugo eneo lina changamoto ya uvamizi
JUMLA YA HEKTA		16,574.14	
JUMLA YA HEKTA ZILIZOPANGISHWA		168,599.00	

NATIONAL RANCHING COMPANY LTD
LANDRENT FOR LONG-TERM LEASED BLOCKS FOR THE YEAR ENDED 12 FEB 2025

S/N	NAME OF LEASE BLOCK	BLOCK No.	AREA (HA)	OPENING BALANCE	CHARGE FOR THE YEAR	INTEREST	LANDRENT PAID	LANDRENT OUTSTANDING
	DAKAWA RANCH:							
	KAGOMA							
1	JUMUIYA YA WAFUGAJI KAHUNDWE(JUWAKA)	291/8	2069	-	17,893,746.50		17,893,747	-
2	KAGUNGA KIKUNDI CHA WAFUGAJI	291/7	1996.47	(0.12)	17,266,470.80		16,550,500	715,970.68
3	KIKUNDI CHA WAFUGAJI BUGENE	291/15	2480.94	17,435,670.26	21,456,409.59		10,727,700	28,164,379.85
4	KIKUNDI CHA WAFUGAJI KATEMBE	291/17	1922.29	(5.57)	16,624,925.07		14,627,330	1,997,589.50
5	KIKUNDI CHA WAFUGAJI KIHANGA	291/5	2177.97	27,731,590.62	18,836,173.55		10,000,000	36,567,764.17
6	KYAKA RANCHES LTD	291/16	1842.3	18,784,317.12	15,933,131.55		4,000,000	30,717,448.67
7	KZR KAGOMA FARM/ HAKIM H, KICHWABUTA	291/04	1208.94	0.00	10,455,517.59		10,455,518	-
8	UMOJA WA WAFUGAJI KASHANDA	291/14	2323.88	74,565,932.68	20,098,076.18		20,099,000	74,565,008.86
9	FARMERS INVESTMENT	287/20	1028	(35,540.48)	8,890,658.00		8,855,118	-
	KALAMBO RANCH:							
1	HAMIDU N.M.MHANDAGANE	55/13	2865	8,453,791.03	24,777,952.50		24,777,953	8,453,790.53
2	KALAMBO WORKERS CO.OP.SOCIETY(CHAWAKA)	55/4	3184.59	110,910,844.05	27,541,926.62	1,254,117.00	55,084,000	84,622,887.67
3	KATE FARM LTD	55/14	2419.44	107,013,613.62	20,924,526.84		20,000,000	107,938,140.46
4	KATUKA KATE FARMERS LTD	55/6	2106.98	261,841,376.74	18,222,216.53		18,300,000	261,763,593.27
5	KAZOMBO CAMP LTD/GEORGE JIBUGE	55/1	2912.27	23,090,705.28	25,186,767.10		30,000,000	18,277,472.38
6	KIJIJI CHA LOLESHA	55/7	2107	142,544,036.34	18,222,389.50		10,700,000	150,066,425.84
7	KIJIJI CHA MBULUMA(CHAWAMBU)	55/5	3167.4	189,082,912.61	27,393,258.90			216,476,171.51
8	KIJIJI CHA SINTALI	55/3	3157.71	128,505,511.32	27,309,454.94	1,438,399.00	22,975,000	134,278,365.26
9	SUMMIT RANCH LTD	55/2	3127.24	263,476,840.23	27,045,935.14	2,905,227.00	15,000,000	278,428,002.37
10	UFIPA RANCH	55/8	3965.93	103,595,929.76	34,299,345.61		10,000,000	127,895,275.37
	KITENGULE RANCH:							
1	ABAKUNDAINE TRUSTEE	288/5	2384.14	24,527,668.10	20,619,234.79		21,100,000	24,046,902.89
2	BUGENGELE FARM	288/12B	1602	0.58	13,854,897.00		12,954,898	899,999.58
3	CHARLES BUCHARD LWABUTONDOGORO	288/9	1016.27	20,869,102.82	8,789,211.10			29,658,313.92
4	KITETO AGRO BUSINESS	288/1	2468.62	171,551,058.03				171,551,058.03
5	LAURIAN KASENENE RUBEGA	288/11	1416	(455,016.55)	12,246,276.00		11,791,259	-
6	MCI WORLDWIDE LTD	288/13	1955.17	71,428,753.12	16,909,287.75		88,338,041	-
7	MTEBU INVESTMENT CO.LTD	288/7	1371.7	(0.18)	11,863,147.45		11,000,000	863,147.27
	KIKULULA RANCH:							
1	JOSSAM & COMPANY LTD	289/2	500	0.34	4,324,250.00			4,324,250.34
2	JOSSAM & COMPANY LTD	289/3	1990	(0.10)	17,210,515.00			17,210,514.90
3	KAHAMA FRESH	289/6	2087	(0.33)	18,049,419.50			18,049,419.17
	MABALE RANCH:							
1	ABA RANCH	290/1	558	-	4,825,863.00		4,825,863	-
2	KAGERA RANCHING & AGRIBUSINESS	290/3	793.92	(28,139.77)	6,866,217.12		6,838,077	-
3	KALOKOLA DIARY AND BEEF RANCHING	290/2	981.1	(0.92)	8,485,043.35		8,485,042	-
4	MSAFIRI R. MSAFIRI	290/6	1172.59	(0.14)	10,141,144.62		6,642,000	3,499,144.47
5	NYABIYONZA RANCH	290/5	1233	(95,217.86)	10,663,600.50		10,568,383	-
6	UTULIVU LIVESTOCK FARM	290/4	887.327	(9,973.33)	7,674,047.56			7,664,074.23
	MWISA II RANCH:							
1	ALKAD ATHANAS LEO	1083/20-21&23	1530.27	347,141,327.54	13,234,540.10			360,375,867.63
2	CHOBO INVESTMENT CO LTD	290/7	6401	61,755,159.62	55,359,048.50			117,114,208.12
3	EMANZI RANCHING	1083/8-9-10&11	1949.64	40,973,685.98	16,861,461.54			57,835,147.52
4	HASHIM LUKWENDA LUHOLELA	1083/24-25-26&27	1969.51	375,242,992.06	17,033,307.24			392,276,299.30
5	THOMAS RWENTABAZA FARM	1083/41&50	961.47	(13,298.44)	8,315,273.30			8,301,974.86

6	UMOJA WA WAFUGAJI NGO'MBE RUGERA	1083/2-12-13&15	2108.7		18,237,091.95			18,237,091.95
7	ZEDEKIA NTUNGWA	1083/28&40	1047.36	-	9,058,092.96			9,058,092.96
	MISSENYI RANCH:							
1	CHANG'OMBE RANCHING CO LTD	287/3	1688.53	(0.30)	14,603,251.71		14,749,283	(146,031.59)
2	CM SATELITE CO LTD	287/12B	1000	-	8,648,500.00		8,648,500	-
3	FRANSISCA KATAGIRA	287/10	1003	15,081,675.02	8,674,445.50		23,756,121	-
4	JA RANCHES	287/12A	1000	0.25	8,648,500.00		8,648,500	-
5	JUVA HOLDINGS LTD	287/14	846	(155,490.65)	7,316,631.00		7,631,967	(470,826.65)
6	ICAN CO. LTD/ KLELEE ORGANIC FARM PRODUCTS	287/16	2559	0.40	22,131,511.50		22,131,512	-
7	LONNA RANCHING LIMITED	287/17	2212.077	(54.90)	19,131,147.93		19,131,093	-
8	MUTUKULA RANCH COMPANY LTD	287/19	1736	(18,363.41)	15,013,796.00		14,995,433	-
9	NESTORY RUGAKINGIRA KULINDA	287/15	1303.66	(1,089,156.38)	11,274,703.51		10,185,547	-
10	ROYAL FARM DISTRIBUTORS	287/6	2208.44	53,173,330.57	19,099,693.34		19,099,693	53,173,330.91
	MZERI RANCH:							
1	KLUB AFRIKO CULTURAL ORIENTATION	645/2	2127.22	191,911,959.71	18,397,262.17			210,309,221.88
2	MZERI-OVENCOLAND MULTPLICATION/OVERLAND	645/3B	11000	-	95,133,500.00			95,133,500.00
3	OLOSIPA RANCHING COMPANY LTD	645/5	3676.18	368,362,802.16	31,793,442.73			400,156,244.89
4	SHALLOM FARMING & PLANTATION	645/7	3231	338,006,757.19	27,943,303.50			365,950,060.69
5	STAGE FARM LTD	645/1	2231.74	189,567,473.54	19,301,203.39			208,868,676.93
	USANGU RANCH:							
1	CHARLES YUMBU GELEGELE	721/6	2851.47	36,878,483.05	24,660,938.30		24,683,000	36,856,421.35
2	HON. JUDGE ANTHONY CHRISANT MREMA	721/4	3380.5	292,548,114.95	29,236,254.25		24,500,000	297,284,369.20
3	KABOLIKA USANGU RANCHING COMPANY	721/10	2646	196,163,045.55	22,883,931.00		22,884,000	196,162,976.55
4	LUSHU RANCHING CO.LTD	721/16	3158.88	27,270,508.40	27,319,573.68		27,319,574	27,270,508.08
5	MAHOLA RANCH LIMITED	721/1	2872.43	36,272,883.58	24,842,210.86		25,000,000	36,115,094.44
6	Mhe.ESTERINA KILASI	721/11	2768.9	1,128,157.06	23,946,831.65		25,074,989	-
7	MIISO ELIAKIM KAAYA	721/5	2448.9	186,206,538.72	21,179,311.65		24,800,000	182,585,850.37
8	OC INDUSTRIAL HOLDINGS LTD	721/9	3139.18	216,733,064.42	27,149,198.23		27,149,198	216,733,064.65
9	USANGU RANCH COMPANY LIMITED	721/2	2722.74	264,132,193.44	23,547,616.89		25,000,000	262,679,810.33
	UVINZA RANCH:							
1	COASTAL LIVESTOCK FARM	29	2767.3	15,197,672.05	23,932,994.05			39,130,666.10
2	JACKSON MASUNGA YUMA	38	2376.78	44,091,607.66	20,555,581.83			64,647,189.49
	MKATA RANCH:							
1	KADOLO FARM COMPANY	418	4005	438,063,782.16	34,637,242.50			472,701,024.66
2	MAHENDA LUBINZA INVESTMENT CO.LTD	423	4006.67	411,922,359.34	34,651,685.50			446,574,044.83
3	NAM ENTERPRISES	417	4393.63	490,718,463.66	37,998,309.06			528,716,772.72
	TOTAL		165,809.36	6,402,053,433.33	1,412,652,424.48	5,597,743.00	877,977,837.48	6,942,325,763.33

NATIONAL RANCHING COMPANY LTD
LANDRENT FOR SHORT TERM LEASED BLOCKS FOR THE YEAR ENDED 12 FEB 2025

S/N	JINA	ENEO (HA)	DENI LA 2023/2024	MALIPO YA 2024/2025	INTEREST	ALICHOLIPA	ANACHODAIWA
USANGU RANCH							
1	Bahati Keneth Ndingo	1,500	27,502,230	18,532,500		21,000,000	25,034,730
2	Fatuma Andrea Malali	1,382	12,668,902	17,073,992			29,742,894
3	Fortunatus Aloyese Mjengwa	1,381	713,149	17,062,255		713,149	17,062,255
4	Mazengo Charles Lushu	861	-	10,642,226		8,000,000	2,642,226
5	Mwigulu Chima Mwendagoza	1,579	7,366,806	19,512,004		12,700,000	14,178,811
6	Nduta Charles Lushu	1,000	-	12,355,000		8,000,000	4,355,000
7	Paul Charles Lushu	861	-	10,641,609		8,000,000	2,641,609
8	Rashidi Juma Ngovano	1,000	-	12,355,000			12,355,000
9	Yasin Y. Ngoyani	1,000	1,734,843	12,355,000		1,700,000	12,389,843
10	Zengo Charles Yumbu	2,792	1,448,558	34,489,971		10,330,000	25,608,529
11	Isaka Eliakimu Siloma	750		12,972,750		9,375,000	3,597,750
12	Julius Galahengo Tisho	500		8,648,500		8,648,500	-
13	Kashu Kipara Nangereki	750		12,972,750		9,375,000	3,597,750
14	Lekaranga Kipala Punya	500		8,648,500		8,648,500	-
15	Lokordu Eliakimu Siloma	500		8,648,500		8,648,500	-
							-
	Sub Total	16,357	51,434,488	216,910,558	-	115,138,649	153,206,397
MZERI HILL RANCH							
1	HANIFA SULEIMAN HAMZA	501	-	6,189,855			6,189,855
2	JOHN WILLIAM KIDA	479	-	5,923,234			5,923,234
3	KARAINNEY KIMAAT KUNEY	519	152,128	6,412,245			6,564,373
4	KIKUNDI CHA MANYASI "A" LAMARA	499	-	6,165,392			6,165,392
5	KIKUNDI CHA MSHIKAMANO	528	-	6,518,498			6,518,498
6	KIKUNDI CHA MZERI CENTRE "A"	546	-	6,746,448			6,746,448
7	KIKUNDI CHA UJAMAA	430	-	5,313,638			5,313,638
8	MOINGET KIMAAT OLE KUNEY	507	87	6,263,491		9,395,000	(3,131,423)
9	MUSSA JOSEPH MAGUFULI	500	-	6,177,500			6,177,500
10	SADIKI SHISHIRA MGONJA	487	-	6,019,974			6,019,974
11	TOBA A. NGUVILA	500	-	6,177,500			6,177,500
12	VICENT NAANO ANEY	501	-	6,191,955			6,191,955
13	Ezekiel Fredrick Kirama	504		9,331,855		9,331,855	-
14	Florence George Samizi	501		9,289,230		9,289,230	-
15	Kaderes Peasants Developments Public Co Ltd	500		9,269,586		9,269,586	-
16	Omar Abdallah Chambo	618		11,447,155		11,447,155	-
17	Posian Lazaro Masikangabo	524		9,714,736		9,714,736	-
							-

	Sub Total	8,644	152,214	123,152,292	-	58,447,562	64,856,944
UVINZA RANCH							
1	ADTC COMPANY LIMITED	500	-	6,177,500			6,177,500
2	AMABILIS ONESPHORY	588	-	7,262,286			7,262,286
3	AVITH C. KAIMUKAGE	500	-	6,177,500			6,177,500
4	BERNARD Z. KATAMBA	1,010	-	12,478,929			12,478,929
5	BISARA N. KAHONDOGO	954	-	11,788,071			11,788,071
6	CASIANO CLEMENT ZAMU	500	-	6,177,500			6,177,500
7	DAVID L.MAZOYA	576	-	7,116,851		7,260,600	(143,749)
8	DOHOYI SAHANI SHIJA	500	-	6,177,500			6,177,500
9	DUNYA S. NGOMBOLA	500	-	6,177,500			6,177,500
10	FRANCIS KALAYE	567	-	7,005,286			7,005,286
11	GIYA M. NKWABILWA	502	-	6,196,929			6,196,929
12	GOSBERT C. TUINAMANI	500	-	6,177,500			6,177,500
13	HAMIS S. CHARLES	588	-	7,262,286			7,262,286
14	JACKSON MOSHI	501	-	6,189,857			6,189,857
15	JEFLA MATHIAS SHIJA	500	-	6,177,500			6,177,500
16	JILUNGU KOLA MANGA	500	-	6,177,500			6,177,500
17	JUMA M. ZWIYO	1,002	-	12,374,397			12,374,397
18	JUMA TORO HILYA	504	-	6,227,071			6,227,071
19	KAPAYA LUSAKWE	536	-	6,617,090			6,617,090
20	LUHIMIZA LUHARANYA MTASHA	500	-	6,177,500			6,177,500
21	MALABA MADUKA NHUNGO	2,000	-	24,710,000		17,000,000	7,710,000
22	MANGA S. SHIJA	1,024	-	12,655,286			12,655,286
23	MARIUM BIBANGAMBA	888	-	10,971,240			10,971,240
24	MARTIN M. KAZIMILI	86	-	1,061,214			1,061,214
25	MBAMBAGA S. MUJA	1,189	-	14,690,143			14,690,143
26	NDEMBI KULWA NKOMELA	500	-	6,177,500			6,177,500
27	NKWIWA N. MHOJA	990	-	12,231,429			12,231,429
28	NTUMOS S. RAJABU	483	-	5,961,657			5,961,657
29	PAMAGI B. GWANCHELE	1,002	-	12,374,429		10,374,400	2,000,029
30	PRISCA J. SENGELEMA	563	-	6,957,500		3,870,250	3,087,250
31	RAMDHANI MRISHO SATURA	500	-	6,177,500			6,177,500
32	ROBART B.VEDASTO	587	-	7,257,000			7,257,000
33	SAGUDA MRISHO SITA	500	-	6,177,500			6,177,500
34	SALU NG'ABI BUHINZA	500	-	6,177,500			6,177,500
35	SAMWEL E.LUKUBA	501	-	6,186,929			6,186,929
36	SANDIKO BADIRI MAKONO	500	-	6,177,500			6,177,500
37	SENGELEMA D. HEBU	1,083	-	13,380,571			13,380,571
38	SHILIKALE MASUNGA YUMA	1,000	-	12,355,000		7,000,000	5,355,000
39	SHILUNGO MAKONOMAGIMU SHIJA	500	-	6,177,500			6,177,500
40	VICENT KADUNGUDUNGU	500	-	6,177,500			6,177,500
41	YEKONIA PETROL MYANZA	500	-	6,177,500			6,177,500

	Sub Total	27,222	-	336,328,949	-	45,505,250	290,823,699
WEST KILIMANJARO RANCH							
1	John K. Ndoipo	500	-	6,177,500			6,177,500
2	Kikundi cha Naramatishu	500	-	6,177,500			6,177,500
3	Kikundi cha Wafugaji Enaboishu Oolaramatak	750	-	9,266,250			9,266,250
4	Kikundi cha Wafugaji Noosikito	1,000	-	12,355,000			12,355,000
5	Wafugaji Kitalu cha Enaboishu	500	-	6,177,500			6,177,500
6	Wafugaji Kitalu cha Eretoto	500	-	6,177,500			6,177,500
7	Wafugaji Kitalu cha Ilaramatak	500	-	6,177,500			6,177,500
	Sub Total	4,250	-	52,508,750	-	-	52,508,750
KONGWA RANCH							
1	AHMED SHABIBY	401	4,322,500	4,948,178			9,270,678
2	ALISTIDES KENIZIO	479	-	5,918,045		8,285,263	(2,367,218)
3	ANUARY BHAKAMIS	525	-	6,490,082		6,490,082	-
4	CHARLES YORAM MWANKUPIZI	250	2,161,500	3,088,750			5,250,250
5	FELIX MLAKI	610	-	7,532,844			7,532,844
6	JANETH MATHIAS MBIZO	250	2,161,500	3,088,750			5,250,250
7	JEREMIA MWEGOHA MALECHELA	417	-	5,148,329		5,148,329	-
8	JOB NDUGAI	1,009	4,322,500	12,460,018		4,000,000	12,782,518
9	JULIUS MSHAMA	558	-	6,899,032			6,899,032
10	KIJIJI CHA SEJELI	838	-	10,353,490		10,353,490	-
11	KIKUNDI CHA KUJITEGEMEA LAIKALA "A"	1,174	-	14,508,477		7,000,000	7,508,477
12	KIKUNDI CHA UFUGAJI BORA	444	-	5,488,709		5,488,709	-
13	KIKUNDI CHA WAFUGAJI CHAMAE	816	-	10,076,738			10,076,738
14	KIKUNDI CHA WAFUGAJI CHIGWINGWILI	1,159	-	14,323,152			14,323,152
15	KIKUNDI CHA WAFUGAJI CHIWE	269	-	3,321,024		3,321,024	-
16	KIKUNDI CHA WAFUGAJI LAIKALA "A&B"	500	-	6,177,500		6,177,500	-
17	KIKUNDI CHA WAFUGAJI MACHENJE	683	-	8,443,407		8,443,407	-
18	KIKUNDI CHA WAFUGAJI MANDUMBWA	824	-	10,174,343		10,174,343	-
19	KIKUNDI CHA WAFUGAJI MAUTYA	640.1	-	7,908,436		7,908,436	-
20	KIKUNDI CHA WAFUGAJI MSINGISA	814	-	10,056,970		10,056,970	-
21	KIKUNDI CHA WAFUGAJI MSUNJILILE	1,291	-	15,945,363		15,945,363	-
22	KIKUNDI CHA WAFUGAJI MTANANA "B"	561	-	6,926,213		3,752,000	3,174,213
23	KIKUNDI CHA WAFUGAJI NDALIBO	603	-	7,449,410			7,449,410
24	KIKUNDI CHA WAFUGAJI NDULUGUMI	815	-	10,065,619		10,065,619	-
25	KIKUNDI CHA WAFUGAJI NDULUGUMI	529	-	6,540,737		6,540,737	-
26	KIKUNDI CHA WAFUGAJI SOITI	1,269	-	15,684,605		15,684,605	-
27	KIKUNDI CHA WAFUGAJI UGOGONI	523	-	6,459,194		6,459,194	-
28	KIKUNDI CHA WAFUGAJI VILUNDILO	554		6,840,964		6,840,964	(1)
29	MABURE LEPIMA NGALAYO	522	-	6,444,368		6,444,368	-
30	MATHEW KILAMA	600		7,413,000			7,413,000
31	MORINGE PARORITI LEBUBWA	789	-	9,751,802			9,751,802
32	MOSES M KUSILIKWA	250	2,161,500	3,088,750			5,250,250

33	MSHANDO PALUTU	515	-	6,356,648		6,356,648	-
34	PETER MAMASITA	311	-	3,846,112		3,846,112	-
35	SEPEI LOSHIRI KOSEI	529	-	6,538,089		6,538,089	-
36	ULEGA PLUMBING & GENERAL SUPPLIES	582	3,826,000	7,185,668			11,011,668
37	UMOJA WA WAFUGAJI KIBAIGWA	300	-	3,706,500		5,189,100	(1,482,600)
38	WAFUGAJI MTANANA "A"	538	-	6,651,895		2,900,000	3,751,895
39	Tan Choice Limited	598		10,343,606		8,648,500	1,695,106
							-
	Sub Total	24,337	18,955,500	303,644,810	-	198,058,848	124,541,462
RUVU RANCH							
1	BUYUNI KIGEMA		11,052,494	-		3,919,000	7,133,494
2	Dhahabu Y. Meteine	500	83,750	6,177,500		3,232,500	3,028,750
3	DR DAVID ZUMBULA	411	-	5,075,850		4,800,000	275,850
4	Haydote Enterprises	100	-	1,235,500		1,235,000	500
5	ILALA MTAKI	1,145	-	14,148,699		2,276,000	11,872,699
6	KAZI RANCH COMPANY LTD	1,145	8,116,321	14,146,475			22,262,796
7	MBALA GROUP	1,500	1,033,365	18,532,500		4,100,000	15,465,865
8	NG'ANG'A MBAGARA	1,500	-	18,532,500			18,532,500
9	RAJABU MDOE	500	-	6,177,500			6,177,500
10	RUVU DARAJANI	905	419,050	11,186,217		1,000,000	10,605,267
11	SHIDELE RASHID MKOLE	500	-	6,177,500			6,177,500
12	TENGWA LUMAMBE	1,000	-	12,355,000			12,355,000
13	UMAL CO. LTD	500	-	6,177,500		6,175,000	2,500
14	YOHANA LEMILIA	500	-	6,178,488			6,178,488
15	YUSUPH MAKAMBA	500	-	6,177,500			6,177,500
16	Albert Eusadi Katagira	500		10,501,750		10,501,750	-
17	Herman Alibaliho Kilenzi	500		10,501,750		10,501,750	-
18	Raymond Melckzedeck Saitoti	500		10,501,750		10,501,750	-
							-
							-
	Sub Total	12,206	20,704,980	163,783,979	-	58,242,750	126,246,209
KIKULULA RANCH							
1	Alson Lutataza	109	-	1,346,695		1,346,695	-
2	Amri Amri Al-habssy Co.Ltd	390	-	4,814,126		4,814,126	-
3	Bashiru Ally Kakurwa	200	-	2,471,000		4,968,900	(2,497,900)
4	Beatus Nyarugenda	518	-	6,399,890		6,399,890	-
5	Cosmas C. Ndibalema	300	-	3,711,813		3,711,813	-
6	Godson Mwita	112	-	1,383,760			1,383,760
7	Jovinal m. Petero	501	-	6,189,237		6,189,237	-
8	Jr company	1,174	-	14,500,693		11,490,350	3,010,343
9	Leopord B. Rwemela	560	-	6,918,182		6,918,182	-
10	Longino wilbard	331	-	4,089,505		4,089,505	-
11	Osward Rukonge	376	-	4,645,480			4,645,480

12	Patrick B. Oswald	297	-	3,673,759		3,673,759	-
13	R2 Ranching Company	1,009	-	12,463,848		12,463,848	-
	Sub Total	5,877	-	72,607,988	-	66,066,305	6,541,683
MABALE RANCH							
1	Abdul Kikoyo	706	-	8,717,317		8,717,317	-
2	Amza Yahaya Rugemalira	801	-	9,894,131		9,894,131	-
3	Benetson Mbekya	400	-	4,946,324		4,946,324	-
4	Everister Martine Babyegeya	347	-	4,281,131		4,281,131	-
5	Florent Kyombo	300	-	3,706,624		3,706,624	-
6	Fred Nalيسي	343	-	4,238,753		4,238,753	-
7	Fred Athanazi Kulwa	656	-	8,100,062		8,100,062	-
8	Innocent Bashungwa	300	-	3,706,500			3,706,500
9	Jr Company	768	-	9,489,750		9,489,750	-
10	Longino Mutta Kajumbula	550	-	6,795,374		2,400,000	4,395,374
11	Peter kalamulani	651	-	8,042,734		8,042,734	-
12	Pimaz Co.Ltd	543	-	6,703,823			6,703,823
13	Sajago Group	222	-	2,748,246		2,748,246	-
14	Sande D Kakwaya	351	-	4,332,404			4,332,404
15	Tresphory F. Kasimbazi	650	-	8,032,109		8,032,109	-
16	William F. Katunzi	581	-	7,181,467		7,181,467	-
	Sub Total	8,168	-	100,916,750	-	81,778,649	19,138,101
KAGOMA RANCH							
1	Abdallah Omari bishazo	1,065	-	13,154,369		13,154,369	-
2	Amos Mashaka Biteko	700	-	8,648,500			8,648,500
3	Andrew Makango Nshalah	400	-	4,942,000		3,718,500	1,223,500
4	Delphina K.Theobald	583	-	7,204,201		14,408,400	(7,204,200)
5	Dickson ndyanabo nguma	300	-	3,706,500		3,706,500	-
6	Elias K. Kazaura	400	-	4,942,000		4,942,000	-
7	Faustine F.Milanga (M/M Maendeleo)	500	-	6,177,500		6,117,500	60,000
8	Faustine Madebele	500	-	6,177,500		6,117,500	60,000
9	Justine G.Rujomba	800	-	9,884,000		19,768,000	(9,884,000)
10	Katoto Miasita	500	-	6,177,500			6,177,500
11	Livingstone James kapipi	1,078	-	13,317,455		6,500,000	6,817,455
12	Mgisha A.Kyarwenda	500	-	6,177,500		6,177,500	-
13	Mujibu Mustafa Babara	419	-	5,176,745			5,176,745
14	Mzamiru Swaibu Mufuruki	800	-	9,879,552			9,879,552
15	Revocatus Raphael	500	-	6,177,500		6,177,500	-
16	Telbat E.Kamgisha/ Edwin R.Byamunyoloha	500	-	6,177,500		6,117,500	60,000
17	Tumsime Mdi	455	(389,183)	5,621,525		5,621,550	(389,208)
18	Paschal Bahati Shabani	800	-	9,882,765			9,882,765
	Sub Total	10,799	(389,183)	123,541,846	-	102,526,819	20,625,845
MISSENYI RANCH							
1	Abdul Majid Kayondo	1,053	-	13,015,250		13,015,250	-

2	Clement Mathayo Hamli	1,000	-	12,355,000		12,355,000	-
3	Costancia N Buhiye	314	-	3,881,450		3,881,450	-
4	Faustine Madebaele Milanga	523	-	6,463,500		6,463,500	-
5	George Rwabunazi Gilikwayo	1,095	-	13,531,800		13,531,800	-
6	Hamisi Mashaka Biteko	976	-	12,052,303		11,883,150	169,153
7	Idd Yunus Zacharia	414		5,114,698		5,114,698	-
8	Joseph William Azine	528	-	6,523,440			6,523,440
9	Juhudi Group	1,500	-	18,532,500			18,532,500
10	Kahama Fresh	500	-	6,177,500			6,177,500
11	Kalist Misigaro Mwiga	1,856	-	22,935,550		22,935,550	-
12	Katoto Miasita Kagunda	350	-	4,326,227		4,326,227	-
13	Kikundi cha Wafugaji Muungano	720		8,895,600		8,895,600	-
14	Kulwa Mashaka Muhinda	420	-	5,189,100		5,189,100	-
15	Mchina Mtori Lutegaya	524	-	6,467,950		6,467,950	-
16	Mgisha M. Mhinda	450	-	5,559,750		5,559,750	-
17	Mkaliro Farm	1,979	-	24,444,850		24,444,850	-
18	Moses Mugenyi & Alfred leopord	700	-	8,648,500		7,660,100	988,400
19	Prof.Kamuzora	527	-	6,511,085			6,511,085
20	Stephen Kanyankole	200	-	2,471,000		2,471,000	-
21	Umoja wa wafugaji Kalambi	600	-	7,413,000			7,413,000
22	Umoja wa wafugaji wadogo Rukoma	500	-	6,177,500		6,177,500	-
23	Wafugaji Nguvu Kazi	305		3,772,000		3,772,000	-
24	Amatungwa Ranch	1,592	5,693,659	19,669,160		14,351,789	11,011,030
	Sub Total	18,626	5,693,659	230,128,712	-	164,144,475	71,677,897
MWISA II RANCH							
1	Agnes Kokushailila Rweyemamu	731	-	9,027,000		9,027,000	-
2	Almachius Fredrick Mafigi	384	-	4,741,355		4,741,355	-
3	Arobogast A Sililo Lulila	531	-	6,565,000		6,565,000	-
4	Batabijaga Investment co ltd	800	-	9,879,921		9,879,921	-
5	Chapakazi Pastoralists Kasharunga	703	-	8,680,000		8,680,000	-
6	Evax Construction Ltd	904	-	11,166,881		11,166,881	-
7	Habudi Abubakar Lyamuzito	331	-	4,095,000		4,095,000	-
8	Halmashauri ya Muleba	561	-	6,930,043			6,930,043
9	Hamuduni Abdulmajid Athuman	303	-	3,737,758		3,737,758	-
10	Kikundi cha Banduka Livestock CO Society Ltd	931	-	11,497,934		11,497,934	-
11	Kikundi cha Kiwaki	703	-	8,680,000		8,680,000	-
12	Kikundi cha wafugaji Jitambue Rulanda	460	-	5,685,000		5,685,000	-
13	Kikundi cha Wafugaji Kakoma Mahigabili	403	-	4,975,000		4,975,000	-
14	Kikundi cha Wagugaji Kangaza	1,338	-	16,537,000			16,537,000
15	Mwesiga Sindano Samson	302	-	3,736,150		3,736,150	-
16	Perefecto A.Rwkimitao	463	-	5,716,000		5,716,000	-
17	Shayakye Trading co Ltd	979	-	12,090,000			12,090,000
18	Twemehamo Kikundi cha Wafugaji Kibanga	460	-	5,685,000		5,685,000	-

19	Yusuph Mohamed Nimwobaruga	716	-	8,850,000		8,850,000	-
20	Abdul Amri Kikoyo	739.46		18,272,057			18,272,057
21	Abdulmajid Mussa Nsekele	728.05		17,990,116			17,990,116
22	Benson Kalikawe Bagonza	564		13,932,980		13,932,980	-
23	Deliphinus Kamaru Bushasa	543		13,411,600		13,411,600	-
24	Emmanuel Makinga Mashala	693		17,133,914		17,133,914	-
25	Erick Bahati Masaganya	561		13,855,144		13,855,144	-
26	Frederick B. Nshekanabo	486		12,014,990		12,014,990	-
27	G.S.T Wafugaji Kanoni	505		12,471,137		12,471,137	-
28	George Mugambage Ruhago	560		13,834,882		13,834,882	-
29	Haj Saduru Rajabu Mutatembwa	514		12,695,751		12,695,751	-
30	Janeth Mbizo Pombe	830		20,513,501		20,513,501	-
31	Jofrey Mudiwani Matunda	693		17,133,914		17,133,914	-
32	Kikundi cha Maendeleo Tuinuane	507		12,523,522		12,523,522	-
33	Kikundi cha Wafugaji Bulangwa	1,341		33,138,334			33,138,334
34	Martin Modest Julius	564.16		13,940,394		13,940,394	-
35	Paschal Bahati Shabani	761		18,810,240		18,810,240	-
36	Phillip Faustine Kaniki	1,589		39,254,306		39,254,306	-
37	Rumanyika Shabani Ndapuro	587.4		14,514,654		14,514,654	-
38	Semistocles Simon Kaijage	561		13,872,194		13,872,194	-
39	Songambebe Hamis Shabani	459		11,352,515		11,352,515	-
40	Zulia Abdallah Omary	440		10,862,022		10,862,022	-
	Sub Total	26,227	-	499,803,208	-	394,845,659	104,957,549
KALAMBO RANCH							
1	JACKSON JILALA	500	-	6,177,500			6,177,500
2	LUKOTEJA NDIGILA	500	-	6,177,500		6,177,500	-
3	MAHELA SHIJA	500	-	6,177,500		8,659,000	(2,481,500)
4	NYENYE ZENGO	500	-	6,177,500		8,659,000	(2,481,500)
5	SAID MTANDA	500	-	6,177,500			6,177,500
6	SULTAN SEIF	500	-	6,177,500			6,177,500
7	UWAMITA	4,000	-	49,420,000		36,800,000	12,620,000
8	John Hamili Peter	500		8,648,500		8,648,500	-
9	Kenda Lusangija Nonga	800		13,837,600		13,837,600	-
10	Kwabi Mathias Nkuba	500		8,648,500		8,648,500	-
11	Mkembo Chima Mwendagoza(mapdri)	3,790		65,556,322		65,556,322	-
12	One Goal Company Limited	500		8,648,500		8,648,500	-
13	Scholastika Emmanuel Dundo	500		8,648,500		8,648,500	-
14	Shindai Charles Geregere(CPA)	2,960		51,190,990		51,190,990	-
	Sub Total	16,550	-	251,663,912	-	225,474,412	26,189,500
GRAND TOTAL		179,264	96,551,659	2,474,991,755	-	1,510,229,378	1,061,314,036

THE UNITED REPUBLIC OF TANZANIA
JUDICIARY

IN THE HIGH COURT OF TANZANIA
(DISTRICT REGISTRY OF MBEYA)
AT MBEYA

LAND CASE 05 OF 2019

MIISO ELIAKIMU KAAYA.....PLAINTIFF

VERSUS

NATIONAL RANCHING COMPANY LIMITED.....DEFENDANT

JUDGEMENT

Date of Hearing : 12/08/2020
Date of Judgement: 30/10/2020

MONGELLA, J.

Miiso Eliakim Kaaya, the plaintiff herein, is suing the defendant for breach of contract, to wit, a lease agreement entered in respect of Farm no. 721/5 Usangu Ranch located in Mbarali district within Mbeya region. The facts giving rise to the cause of action are as follows: the defendant being a lessee of the government in Plot with Title No. 13957 MBYLR, sublet part of it, being farm no. 721/5 measuring 2,448.9 hectares, to the plaintiff for 33 years in 2007. A specific title deed for farm no. 721/5 was issued to the plaintiff in 2011. After signing of the lease contract, the defendant unilaterally changed the terms of the lease contract varying the agreed lease rent something which was disputed by the plaintiff. The last attempt to change the lease rent was done by the defendant in 2018 whereby the defendant through a letter required the plaintiff to treat the former lease



contract as terminated and in lieu thereof to sign a new lease contract with new rates of the lease contract. That, while negotiations were still going on to reach a resolution, the defendant, on 15th March 2019 through media, issued a public notice inviting members of the public interested in commercial livestock keeping to apply for allocation of ranch block. The blocks included the 12 blocks located at Usangu Ranch-Mbarali district in which the plaintiff's farm is harboured.

Claiming that the defendant's acts have curtailed the plaintiff from peaceful enjoyment of the leased farm and from effectively investing commercially on the said farm he filed this suit seeking for the following reliefs:

- (a) A declaration that the plaintiff is the lawful lessee on farm no. 721/5 Usangu Ranch, Mbarali district-Mbeya region.
- (b) A declaration that the defendant's intention and or threats to evict the plaintiff from farm no. 721/5 Usangu Ranch, Mbarali district-Mbeya region are unjustifiable, illegal, inoperative and null and void.
- (c) A declaration that the defendant's act and or decision of repeatedly increasing lease rent contrary to the terms of contract and at an amount not unanimously agreed by the parties is null and void and a frustration to the plaintiff to efficiently commercially develop the leased farm.



- (d) A declaration that the defendant's act of advertising and offering for bid of the plots on Usangu Ranch to other investors while there are other pending lawful contracts with other investors including the plaintiff is illogical and unlawful.
- (e) An order restraining the defendants from breaching and or acting contrary to the terms of contract between him and the plaintiff.
- (f) An order restraining the defendant from disturbing the plaintiff from quietly commercially developing and enjoying the subleased farm no. 721/5 Usangu Ranch, Mbarali district-Mbeya region.
- (g) A declaration that the plaintiff's failure to pay the new unilaterally and illegally assessed rent by the defendant is lawful and justifiable.
- (h) An order that before the defendant sublets the farm in dispute to another person it should pay compensation to the plaintiff for developments made on the said farm.
- (i) General damages.
- (j) Costs of the suit.

Two issues were framed for determination of this matter to wit:

1. *Whether there was breach of contract by the defendant.*

2. To what reliefs are the parties entitled to.

To prove his case, the plaintiff was the only witness (PW1). He as well mounted four exhibits. In his sworn testimony he stated that he is a tenant of the defendant, with a license contract, at Usangu Ranch in Mbarali District on plot no. 721/5. The plot measures 2,448.9 hectares equivalent to 6200 acres. He said that the lease contract is for 33 years starting from 1st July 2007 to 2040. To prove his assertion he tendered a lease agreement which was admitted as "Exhibit P1." He proceeded saying that he filed this suit following the defendant breaching the contract, especially the clause directing on the time and process of reviewing the lease rent. He said that as per clause 5 of the lease contract the review of the contract is to be done after every five years.

He claimed that in 2007 when they entered into the contract, the rent was T.shs. 220 per acre. In 2012/2013 financial year the rent was reviewed (but did not state the figure). Then in 2015/2016 financial year, that is, after three years, the rent was again reviewed (did not again state the figure). Then after another three years, that is, in 2018, the defendant reviewed the rent from T.shs. 1000/- to T.shs. 7,500/- per acre, being an increase of 750%. He said that he was informed of the changes in the rent through a letter by the defendant, the landlord, in May 2018. The said letter was admitted as "Exhibit P2." He continued that the said letter informed that the new rent was to start being implemented on 1st July 2018, being in two months period from the date of the letter. He said that after receiving the said letter, he wrote a letter to the defendant's General Manager sometime in August 2018. The purpose of his letter, he said, was to inform

the General Manager that he has gone contrary to the procedure provided in the lease agreement, particularly, that the review was to be done after the span of 5 years. In the same letter he reminded the General Manager that since the last review was conducted in 2015, the next review was to be done in 2020. The said letter was tendered in evidence and admitted as "Exhibit P3."

PW1 continued to state that, what followed thereafter, the secretary of ranch owners called them and informed them that there is a draft lease brought by the defendant for them to go through. That, after going through it he realised that most of the terms are not implementable. Thereafter, a meeting was conducted with other lessees and their secretary whereby they formed a delegation to meet with the General Manager for further discussion. However, he said, before the said delegation could meet with the General Manager, an advert was issued in a newspaper offering their plots for lease. It was through Daily News of 15th March 2019. In his view, the advert meant that they were already removed from the ranch. He said that his contract being for 33 years, he had only used the plot for 12 years on the date the advert was issued. He described the procedure for termination of the lease contract saying that under clause 6 (r) of the lease contract, a notice of six months had to be issued first. He said that he was given no notice and therefore had to pursue his rights in a court of law.

During cross examination he said that he did not object on the increase of rent on the first two changes, that is, 2012/2013 and 2015/2016. He denied to have been indebted with arrears of rent up to 2018/2019 financial year.

He claimed not to have breached any contractual term. He said that the ranch owners have their association named UWARATA "Umoja wa WanaRanch Tanzania" but could not sue as a group through the association because it was not officially registered. He as well denied to have entered into any agreement with the defendant in paying the new imposed rent.

On the other hand, the defendant mounted two witnesses who are officials from the defendant company. DW1, one Bwire Kafumu Mwijarubi, an acting production and operations manager of the defendant's company started by saying that the defendant has been sued following the increase of lease rent in the ranches. Just like the plaintiff testified, DW1 also stated that the investment started in 2006/2007 financial year and up until 2011/2012 financial year, the rent was at T.shs. 220 per acre per annum. He said that in the year 2012/2013 to 2014/2015 the rent was raised to T.shs. 1,500/- per year per acre. Then in 2015/2016 to 2017/2018 it was reduced to T.shs. 1,000/- per year per acre. However, in 2018/2019 financial year, the rent was planned and categorized under specific blocks. Under the specific blocks those with 1 to 1,999.9 hectares were to pay T.shs. 5,500/- per acre per year; those with 2,000 to 4,999.9 hectares would be required to pay T.shs. 7,500/- per acre per year. Those with 5,000 and above hectares were to pay T.shs. 10,500/- per acre per year. These new rates were to be implemented in the financial year 2019/2020.

DW1 continued to testify that the increase in rent in the financial year 2012/2013 to 2014/2015 followed participatory methods between the lessor, the lessees and other stakeholders, including the responsible

ministries being the Ministry of Livestock and Fishing and the Ministry of Lands. He said that since the ranch owners have an association, they consulted and worked closely with the association. He said that the change in rent in the financial year 2018/2019 was also participatory.

DW1 added that the Minister for Livestock and Fishing created a team to evaluate the ranching activities in all national ranches and other farms under the Ministry. The team was charged with a task of advising him on the proper ways in collecting government levies from its sources including national ranches and farms under the Ministry. The said team, in consideration of other opinion gathered, recommended for increase of the lease rent by the figures he mentioned above depending on the area owned by the respective investor. The said recommendations were approved by the Minister and taken to the Parliament on his budget speech of 2018/2019 financial year. The Parliament approved the same to be used as legal payments on all national ranches. He said that among the members of the team, was the secretary of the Livestock Keepers Association. He insisted that the whole process in arriving at the new rent rates was participatory whereby all stakeholders including the plaintiff were involved.

On cross examination, when asked about the legal status of the association, that is, UWARATA, which he claimed to have worked with, he stated that he is not sure if the association is registered. He also stated that the lease contract between the plaintiff and the defendant does not include or mention UWARATA anywhere. He conceded that the lease contract provides for review after every five years and that the recent

review was done whereby five years had not elapsed. He however disputed that the defendant deliberately breached the lease contract. He disputed the allegation on the reason that there were written communications and meetings held before effecting the new rates. He said that he never saw the letter from the plaintiff in response to the defendant's actions, but only noted later that a suit was filed in court against the defendant.

When cross examined about the terms of termination in the lease agreement, he conceded that the termination of the lease agreement is to be preceded by a six months' notice. He said however, that he does not remember the date the plaintiff was issued the notice and if an advert was issued inviting new investors to take over the ranch plot. He only remembers the rent to have been increased. He concluded that the lease agreement between the parties was for 33 years renewable, but the said agreement has not been breached as the plaintiff is still using the ranch to date under the existing contract.

DW2, one CPA Nestor Kaiza, an acting finance manager of the defendant company, testified that until June 2020, the plaintiff was indebted about T.shs. 80,371,306.22/-. He said that his debt results from rent arrears in the year 2018/2019 and 2019/2020 plus a previous debt before the new rates were issued, which amounts to T.shs. 734,669.50/-. He said that the plaintiff had already breached the contract and therefore they took steps to issue notice to terminate the contract. On cross examination he conceded that as per the agreement the rent is to be



reviewed after every five years and that from 2016/2017 to 2018/2019 five years had not elapsed.

He however, disputed that the defendant had breached the lease contract saying that the plaintiff was also indebted with not less than 44 million Tanzanian Shillings by the year 2018/2019. He said that the financial year is closed on every 30th June of the year and when closing the year they calculate the interest. The said interest is charged cumulative. He averred that by the time of closing there was fine charged which led to the debt of 44 million and that they issued a notice to the plaintiff (but did not tender the said notice). He said that the debt was calculated at the rate of T.shs. 5,500/-. He conceded that this rate was effected before the expiry of five years as per the lease contract. He as well conceded that the plaintiff wrote a letter rejecting the new lease rent rates.

The plaintiff was represented by Mr. Timotheo Nichombe, and Mr. Samson Suwi, both learned advocates. In the final submissions drafted and filed by Mr. Suwi, it was cemented that the defendant breached the lease agreement. Mr. Suwi argued that the breach is twofold whereby first the defendant unilaterally raised the lease rent without adhering to the terms of the contract; and second that the defendant without notice regarded the lease contract terminated and advertised in tender the leased farm to other aspiring investors.

Referring to Exhibit P1, he argued that there existed a written contractual relationship between the parties built on express terms. He contended that the lease contract expressly provided for review of the lease rent

after every five years and witnesses from both sides conceded to the fact that the reviews on the rent were done before the expiration of the five years period. He challenged the defence by the defendant to the effect that the increase in rent was due to the instructions by the Minister of Livestock and Fishing and effected in the 2018/2019 budget that was approved by the Parliament. He argued that these were mere words of mouth as the said Minister was not called as a witness to prove the allegations. He invited the court to be guided by the provisions of section 122 of the Evidence Act, Cap 6. R.E. 2019 in drawing an adverse inference to such evidence.

Referring to exhibit P2 and P3 he contended that the plaintiff informed the defendant that his act of revising the lease rent before expiry of five years was contrary to the lease agreement, however, the defendant ignored the warning and adamantly revised the rent to T.shs. 7,500/- per acre. He as well challenged the amount of rent arrears claimed by the defendant against the plaintiff to the tune of T.shs. 80,371,306.22/- and T.shs. 734,699.50/- arguing that the figure came from an illegally unilaterally assessed lease rent and was not specifically proven as required under the law. He reiterated the plaintiff's testimony that until the year 2019/2020 he had no debts on rent. Referring to section 101 of the Evidence Act and the case of **UMICO Limited v. Salu Limited**, Civil Appeal No. 91 of 2015 (CAT at Iringa, unreported) he argued that where there exists written evidence on a particular fact then no oral evidence shall be admitted in contradiction thereof.



He further argued that the defendant through his witnesses agreed in evidence and through paragraph 13 of the Written Statement of Defence (WSD) that farm no. 721/5 Usangu Ranch was advertised in tender through Daily News and Habari Leo newspapers welcoming new investors to invest because the plaintiff had refused to pay the newly assessed lease rent of T.shs. 7,500/- per acre. He was of the position that this act was in itself a further breach of the lease agreement, specifically clause 7(b) which requires a six months' notice to be issued prior to termination of the lease agreement. He urged the court not to accept the oral assertion that the plaintiff was informed prior through UWARATA arguing that the organisation is unknown and not part of the contract between the parties. He added that the defendant never tendered any agreement showing that communications were to be made through UWARATA. Further, referring to the case of *Yusuŵu Kiluke v. Khamis Kimwenge and Another*, Civil Appeal No. 130 of 2003 (HC at DSM, unreported) he said that the defendant admitted to have advertised the plot in dispute under paragraph 13 of the WSD thus needing no further proof from the plaintiff on the same.

The defendant was represented by Mr. Joseph Tibaijuka, learned State Attorney. In his final submissions, Mr. Tibaijuka argued that the plaintiff did not dispute or was never aggrieved by the defendant's actions when he reduced lease rent in 2015 from T.shs. 1,500/- to T.shs. 1,000/-, but is now aggrieved by the increase to T.shs. 5,500/- while both actions were done contrary to the terms of the contract. Reiterating what DW1 testified, he submitted that in both actions, that is, in 2015 and in 2018/19 the deduction and increase of the rent, respectively, was done in

participation of both parties and the Ministry of Livestock and Fisheries and the Ministry of Lands. He further went ahead to blame it on the court that the letter and minutes of the meetings and the approval issued by the Parliament that the defendant wanted to file and tender as additional evidence were denied by the court. Just like DW1, Mr. Tibaijuka maintained a stance that all investors participated through their union named UWARATA whereby the proposed rent was agreed. He said that as of today the ranch investors have started paying the new rates with the exception of few of them including the plaintiff despite the fact that they participated in the said meetings.

Mr. Tibaijuka challenged the assertion that the plaintiff's farm was among the ones advertised by the defendant. He said that the assertion is hearsay as there is no proof tendered showing that farm no. 721/5 Usangu Ranch was advertised inviting the general public for lease. Referring to the testimony of DW1 he said that the plaintiff is still the lessee of the defendant and shall continue to be so because there still exists a valid contract between the two. He concluded that DW1 informed that the defendant has many farm plots in the country which he continues to advertise but the same do not include the ones already leased to investors including the one in dispute.

I have given the testimonies of witnesses of both parties and the final submissions by their counsels due consideration on this first issue. To start with, there is no dispute that the plaintiff and the defendant signed a 33 years lease contract over the land in dispute. The dispute lies on whether the terms of the said contract, particularly on review of lease rent and on

termination of the contract were breached by the defendant. To start with the terms on review of rent, I find it pertinent to reproduce the wording of clause 5 of the lease contract providing for the same for ease of reference as hereunder:

"5. Subject to service of a notice of intention, the LESSOR hereby reserves the right to revise the lease rent after every 5 years of the lease."

Considering the above clause, it is crystal clear that the review of the lease rent is entirely the right of the lessor, that is, the defendant. However, the said review is not to be done at the whim of the defendant but after every 5 years of the lease. From the testimony of witnesses of both parties, it is undisputed that the defendant revised the rent by increasing or reducing the same without adhering to this provision. All reviews were done before the elapse of 5 years. Mr. Tibaijuka's main line of argument was that the plaintiff never complained to the initial changes in the lease rent and thus lacks base to complain over the recent changes. I in fact do not subscribe to his line of argument. On this fact I wish to borrow an English saying that "two wrongs do not make it right." Parties are bound by the terms of their contract. Where the contract has been reduced in writing, the terms of that contract remain intact unless expressly changed by signing of another contract or an addendum to that effect.

DW1 testified that the process of changing the rates was participatory involving all the stake holders including the plaintiff. He later changed and stated that the ranch owners were involved through their association whereby the secretary of the association was part of the team created by

the Minister for Livestock and Fishing. This assertion was cemented by Mr. Tibaijuka who also blamed the court for refusing to admit additional documents to wit, a letter and minutes of the meetings and the sanction issued by the Parliament. It appears that Mr. Tibaijuka has forgotten the prayers he made before this court. Under Order 13 rule 2 additional documents can only be admitted upon furnishing of good cause which includes tangible reasons as to why such documents were not filed or presented on the first day of hearing. It is on record that Mr. Tibaijuka prayed for a short adjournment to find proof on efforts made by him and the defendant to get hold of the said documents. Upon failure to get concrete proof to convince the court and in consideration of the fact that the documents he wanted to tender were never even pleaded in the WSD he prayed to withdraw his request to file the additional documents. Under the circumstances, it is therefore really absurd of him to blame it on the court.

Regarding the assertion that the process was participatory, initiated by the Minister for Livestock and Fishing and sanctioned by the Parliament, I find the argument not carrying any weight. The defence, like I pointed out earlier averred that the plaintiff together with other ranch investors were represented by their association named UWARATA. In my considered view, the obligation of UWARATA was to facilitate communication but not to enter into agreements charging financial obligations on the parties because parties had individual contracts and were liable to the terms of the contracts at individual level. UWARATA not being a registered association or not mentioned in the lease agreement as an organ which can enter into agreements on behalf of its members had no legal base to

act on behalf of the ranch owners to the extent of committing them into liabilities contrary to the contract they signed at individual level with the defendant. Whatever agreement entered between the defendant and the so called UWARATA has no legal base and thus not binding between the parties.

It is trite law that parties are bound by the terms of their contract until when they expressly agree otherwise. See: **Miriam E. Maro v. Bank of Tanzania**, Civil Appeal No. 22 of 2017 (CAT at DSM, unreported) and **Uniliver Tanzania Ltd v. Benedict Mkasa t/a Bema Enterprises**, Civil Appeal No. 41 of 2009 (unreported). The contract between the plaintiff and the defendant was an individual contract. It is clear from the testimony of both parties and Exhibit P3 that there was no consensus between the parties on the change in the rent rates before expiry of 5 years. Though the provisions of the lease contract do not oblige the defendant to consult with the plaintiff, it mandates him to adhere to the term limit of 5 years. Therefore, the unilateral change of the rent before expiry of 5 years was contrary to the existing legal contract between the parties to which they were bound to.

Under clause 7 (b) of the lease contract, the defendant was duty bound to issue a six months' notice to the plaintiff on termination of the contract. I agree with the plaintiff's assertion that re-advertising the farm to prospective investors connotes that the contract between the parties had ended and the farm in dispute was free and open to new investors. Non-adherence to the provision requiring six months' notice was a further breach of the lease contract. DWI and Mr. Tibaijuka asserted that the

defendant never advertised the farm in dispute. This assertion of theirs is contradicted by the testimony of DW2 who categorically testified that the farm was re-advertised because the plaintiff refused to pay the newly imposed rent rates. Such admission was also made under paragraph 13 of the defendant's WSD thus requiring no further proof.

DW2 claimed that the plaintiff was also indebted with more than 80 million Tanzanian Shillings being arrears of rent. The figure arises from the newly imposed rent which is being challenged in this suit. This court can therefore not admit the claim as the plaintiff had a reason to challenge the same. Besides, the figure has not been substantiated with any documentary evidence.

To this juncture, I find the first issue being answered in affirmative. The defendant breached the lease contract between him and the plaintiff for changing rent rate before expiry of 5 years and for re-advertising the farm in dispute without issuing six months' notice to the plaintiff on termination of the lease contract. I now turn to the second and last issue on the reliefs entitled to the parties.

The plaintiff's prayers are as listed earlier on in this judgment. The defendant in essence did not dispute the reliefs prayed, except for damages and costs of the suit. Mr. Tibaijuka argued that the defendant has not removed the plaintiff from the farm in dispute and the plaintiff is continuing with his activities undisturbed. Under the circumstances, he argued that the court should not grant general damages and costs of the suit.



In consideration of the prayers and arguments of both parties, this Court grants the plaintiff the following reliefs:

- (a) The plaintiff is declared to be the lawful lessee on farm no. 721/5 Usangu Ranch, Mbarali district-Mbeya region.
- (b) The defendant's threats to evict the plaintiff from farm no. 721/5 Usangu Ranch, Mbarali district-Mbeya region are declared to be unjustifiable and illegal.
- (c) The defendant's act of changing the rent rates contrary to the terms of the legally enforceable contract between the parties is declared to be unlawful.
- (d) The defendant's act of advertising and offering for bid farm no. 721/5 Usangu Ranch, Mbarali district-Mbeya region while there is a pending legal contract between him and the plaintiff is declared to be illegal.
- (e) The plaintiff's failure to pay the newly assessed rent rate is justifiable. It is further ordered that the plaintiff's rent arrears, if any, should be calculated basing on the last agreed rates.
- (f) The defendant is ordered to adhere to the terms of the lease contract between him and the plaintiff, until when such terms are expressly varied in accordance with the law.



Further, with regard to general damages, I find the same not being substantiated by the plaintiff. For general damages to be awarded, the claimant must provide proof of injury suffered. See: **National Bank of Commerce Limited v. Lake Oil Limited**, Commercial Appeal No. 5 of 2014 (HC Commercial Div. at DSM, unreported); and **MS FishCorp Limited v. Ilala Municipal Council**, Commercial Case No. 16 of 2012 (HC Commercial Div. at DSM, unreported). The injury suffered must as well be attributed to the acts of the defendant. In **Tanzania Saruji Corporation v. African Marble Company Ltd.** [2004] TLR 155, it was held:

"General damages are such as the law will presume to be direct, natural or probable consequence of the act complained of; the defendant's wrongdoing must, therefore, have been a cause, if not a sole, or a particularly significant, cause of damage."

See also: See: **National Bank of Commerce Limited v. Lake Oil Limited**, Commercial Appeal No. 5 of 2014 (HC Commercial Div. at DSM, unreported); **MS FishCorp Limited v. Ilala Municipal Council**, Commercial Case No. 16 of 2012. In my settled view, the plaintiff has not provided any explanation on the injury suffered by the defendant's act to entitle him the award of general damages. It is on record that the plaintiff continued to utilize the farm land to date. The general damages are therefore not awarded.

With regard to costs of the suit, I do not find the argument by Mr. Tibaijuka that since the plaintiff is still in use of the suit premises he should not be awarded costs. These are costs which the plaintiff incurred in pursuit of this suit. The defendant did not initially agree on any claim by the plaintiff

necessitating the suit to proceed to finality on merits. The plaintiff is therefore awarded costs of the suit.

Dated at Mbeya on this 30th day of October 2020.


L. M. MONGELLA
JUDGE

Court: Judgement delivered in Mbeya in Chambers on this 30th day of October 2020 in the presence of the plaintiff and his advocate Mr. Timotheo Nichombe, and Mr. Joseph Tibaijuka, learned State Attorney for the defendant.




L. M. MONGELLA
JUDGE

THE UNITED REPUBLIC OF TANZANIA
JUDICIARY
IN THE HIGH COURT OF TANZANIA
(DISTRICT REGISTRY OF MBEYA)
AT MBEYA

LAND CASE 04 OF 2019

KABOLIKA USANGU RANCH COMPANY.....PLAINTIFF

VERSUS

NATIONAL RANCHING COMPANY LTD.....DEFENDANT

JUDGMENT

Dated: 17th November & 10th December, 2021

KARAYEMAHA, J.

The plaintiff Kiborika Usangu Ranch Company is a limited liability Company registered in Tanzania under the Companies Act and the defendant is the limited liability Company incorporated under the Companies Act.

The plaintiff herein, is suing the defendant for breach of contract, to wit, a lease agreement entered in respect of Farm No. 721/10 Usangu Ranch located in Mbarali District within Mbeya Region.

The facts giving rise to the cause of action are as follows: the defendant being the government's lessee in Plot with Title No. 13957 MBYLR, farm No. 721 for 99 years sublet part of it, being farm No. 721/10 measuring 2,646 hectares, to the plaintiff for 33 years in 2007. A specific title deed for farm No. 721/10 was issued to the plaintiff. After signing of the lease contract, the defendant unilaterally changed the terms of the lease contract varying the agreed lease rent something which was disputed by the plaintiff. The last attempt to change the lease rent was done by the defendant in 2018 whereby the defendant required the plaintiff to go through the draft of a new lease agreement and sign it. Before this saga was settled, on 15th March, 2019 through media, the defendant issued a public notice inviting members of the public interested in commercial livestock keeping to apply for allocation of ranch block. The blocks included the 12 blocks located at Usangu Ranch-Mbarali district in which the plaintiff's farm is harboured.

Claiming that the defendant's acts have curtailed the plaintiff from peaceful enjoyment of the leased farm and from effectively investing commercially on the said farm, she filed this suit seeking for the following reliefs:

- (a) A declaration that the Plaintiff is the lawful lessee on Farm No. 721/10 Usangu Ranch, Mbarali District – Mbeya Region.
- (b) A declaratory order that the Defendant's intention and/or threats to evict the Plaintiff from Farm No. 721/10, Usangu Ranch, Mbarali District – Mbeya Region are unjustifiable, illegal, inoperative and null and void.
- (c) A declaratory order that the Defendant's act and/or decision of repeatedly increasing lease rent contrary to the terms of contract and at an amount not unanimously agreed by the parties is null and void and a frustration to the Plaintiff to efficiently commercially developing the leased farm.
- (d) A declaratory order that the Defendant's act of advertising and offering for bid of the Plots on Usangu Ranch to other investors while there are other pending lawful contracts with other investors including the Plaintiff is illogical and unlawful.
- (e) A declaratory order to restrain the Defendant from breaching and/or acting contrary to the terms of contract between him and the Plaintiff is illogical and unlawful.
- (f) A declaratory order to restrain the Defendant not to disturb the Plaintiff from quietly commercially developing and enjoying the

subleased Farm No. 721/10 Usangu Ranch, Mbarali District – Mbeya Region.

- (g) A declaratory order that the Plaintiff's failure to pay the new unilaterally and illegally assessed rent by the Defendant is lawful and justifiable and a declaratory order that, before the Defendant effects its intention of evicting the Plaintiff from Farm No. 721/10 and re - allocating/subleasing the said farm to another investor; the Defendant to pay compensation to the Plaintiff for the developments already made on the said Farm by the Plaintiff including general damages for breach of contract.
- (h) Costs of the suit and other relief (s) as this Court may deem fit to grant.
- (i) Any other relief (s) may this Court deem fit and just to grant.

On the other hand, the defendant, apart from conceding in the Written Statement of Defense (WSD) that there was an increase of rent, has strenuously resisted the claims. She argued that the plaintiff was the one who breached the lease agreement for failure to pay rent on the time due and for refusal to sign new agreement. On top of that, the defendant has mounted a counter claim averring that the plaintiff

breached the lease agreement. In view of that she asked the court order her to pay rent arrears of Tshs. 49,553,777.96 plus interest at commercial rate from the date due for payment of rent to the date of filling this suit and interest from the date of filling this suit to the date of judgment and from the date of judgment to satisfaction of the decretal sum in full. The court has been urged to dismiss the entire claim of the plaintiffs and costs in both the main suit and counter-claim.

During the final pre-trial conference stage, it was agreed upon by the learned Counsel representing parties, that is, Mr. Timotheo Nichombe on behalf of the plaintiff, and Mr. Rodgers Francis representing the defendant, and approved by the court that, that the suit gives rise to two issues that is to say;

- 1. Whether there was a breach of lease contract between the parties.*
- 2. To what reliefs are parties entitled to.*

In order to prove her claim, the plaintiff produced Emmanuel Moses Swai (PW1), her director. PW1, being led by his learned Counsel, told the court that the plaintiff entered into a lease agreement with the defendant for 33 years on 1st July, 2007 which was to end in 2040. To prove his assertion he tendered the lease agreement which was

admitted as exhibit P1. The witness testified that they filed this suit following the defendant breaching the contract, especially the clause guiding on the time and process of reviewing the lease rent. He said that as per clause 5 of the lease contract the review of the contract was to be done after every five (5) years. He claimed that in 2015/2016 financial year was the last review of the rent whereby they were paying Tshs. 1000/=. Then in 2018/2019 financial year, the defendant reviewed the rent to Tshs. 5,500/= per acre being an increase of Tshs. 4,500/=. He said that the increase of the rent was to be after three years which was to be reviewed in 2020/2021 financial year, that is, five years as per item 5 of exhibit P1. He said that apart from procedures for reviewing being enshrined under item 8 (a) of the lease agreement, they were informed of the changes by the defendant by announcing during the meeting. It was his testimony that they were not given the notice physically. Nevertheless, they did not pay the new rates, he said.

PW1 deposed further that following their refusal to pay new rents, the defendant prepared a draft of lease agreement. That, after going through it, they had to see the new rent and sign it. The witness testified that the plaintiff declined to recognize the new lease agreement because they were still bound by the lawful lease agreement. He

averred that after refusing to pay Tshs. 5,500/= per acre, an advert was issued in a Daily News of 15th March 2019 newspaper offering their plots for lease. In his view, the advert meant that they were already removed from the ranch although item 7 (b) of the lease agreement requires the notice of revocation to be of six (6) months to be issued first and had to comply with the format provided for under item 8 (a). He said that they were given no notice and therefore had to pursue their rights in a court of law.

When the witness was cross – examined by the learned State Attorney, he told the court that he is still grazing cattle in his farm and still pays Tshs.1,000/= as a rent per acre which he started paying in 2015/2016 till 2019/2020 financial years. He told the court further that he has neither paid new rent nor signed a new contract.

He testified during re - examination that 12 blocks were advertised by the defendant. He said that the plaintiff's block resides between 2,448 and 3,158.8 hectares because it is measuring 2,646 hectares.

The defence evidence has come from Bwire Kafumu Mwijarubi (DW1), the production and operations manager of the defendant's company. Being led by Mr. Tibaijuka, the witness told the Court that the

defendant has been sued following the increase of lease rent in the ranches. Just like the plaintiff testified, DW1 also stated that parties signed the contract for investing in cattle in 2006/2007 financial year up until 2011/2012 financial year whereby the rent was at T.shs. 220 per acre per annum. He said that in the year 2012/2013 to 2014/2015 the rent was raised to T.shs. 1,500/- per annum per acre. Then in 2015/2016 it was reduced to T.shs. 1,000/- per annum per acre.

After that a meeting was held. The resolutions thereto were taken to the Board of Directors and later to the Government for confirmation. Then implementations were to follow. The said rent was planned and categorized under specific blocks. Under the specific blocks those with 1 to 1,999.9 hectares were to pay T.shs. 5,500/- per acre per year; those with 2,000 to 4,999.9 hectares would be required to pay T.shs. 7,500/- per acre per year. Those with 5,000 and above hectares were to pay T.shs. 10,500/- per acre per year.

DW1 continued to testify that the increase in rent aggrieved the investors. Its implementation became impossible. Therefore, the defendant maintained the Tshs. 1000/=. The witness went on to depose that since the defendant did not implement the new rent and parties are still bound by the lease agreement, this case has no meaning. He

therefore, urged this court to take cognizance that parties are bound by the contract which they have to honour and that what was to be increased was a process not a contract.

On cross examination, he told the court that the defendant didn't intend to breach the contract. When he was asked about the required period to review rent, DW1 stated that item 5 allows a change of rent after five years. He testified, however, that there was no rent increased because the process aborted. Regarding the WSD, DW1 told the court that although they are bound by it, he was not involved in drafting it. He contested the contention by the plaintiff that they were removed from their block because they refused to pay the new rent and that their block was advertised. He said however, that he does not remember when the plaintiff was issued with the notice of six (6) months. He concluded testifying that he did not remember if the plaintiff owes the plaintiff because if that was the case he would have been reminded.

In brief, the foregoing has been the case for both sides. The task that stands for this court to perform is to use the foregoing evidence above to resolve the issues framed during the final pre – trial conference as indicated herein above. The same will be done seriatim.

The first issue is whether there was a breach of lease contract between parties.

I have given the testimonies of witnesses of both parties due consideration on this first issue. To start with, there is no dispute that the plaintiff and the defendant signed a 33 years lease contract over the land in dispute. The dispute lies on whether the terms of the said contract, particularly on review of lease rent and on termination of the contract were breached by the defendant. To start with the terms on review of rent, I find it pertinent to reproduce the wording of clause 5 of the lease contract providing for the same for ease of reference as hereunder:

"5. Subject to service of a notice of intention, the LESSOR hereby reserves the right to revise the lease rent after every 5 years of the lease."

Considering the above clause, it is crystal clear that the review of the lease rent is entirely the right of the lessor, that is, the defendant. However, the said review is not to be done at the whim of the defendant but after every 5 years of the lease. From the testimonies of witnesses of both parties, it is gleaned that whereas the plaintiff contends that there was a breach of contract, the defendant boldly states that there

was no breach of contract. It is scanned from DW1 that the defendant commenced the process of reviewing the rents from Tshs. 1,000/= to Tshs. 5,500/= before the expiry of five years but the process did not materialize. It is further learnt that after the process had failed, the defendant maintained the rent of Tshs. 1,000/= which is being paid by the plaintiff to date. Contradicting the WSD and counter claim, DW1 has informed the court that the plaintiff owes no defendant even a cent.

Conversely, it is gleaned from the PW1's evidence that the defendant unilaterally reviewed the rent rates hence breached the lease agreement. He said that the review was done before the elapse of 5 years. It is my view that this assertion was to be proved. The canon law is that *"whoever alleges must prove"*. To put it clear, the concept connotes that the burden of proof lies to a person who asserts existence of certain facts. This is the import of section 110 (1) and (2) of the Law of Evidence Act [Cap. 6 R.E. 2019] which provides as follows:

"110 (1) Whoever desires any court to give judgment as to any legal right or liability dependent on the existence of facts which he asserts must prove that those facts exist.

(2) When a person is bound to prove the existence of any fact, it is said that the burden of proof lies on that person".

Admittedly, the above concept is part of our jurisprudence as per the array of Court of Appeals of Tanzania's decisions in ***The Attorney General v Eligi Edward Massawe***, Civil Appeal No. 86 of 2002, ***Ikizu Secondary School v Sarawe Village Council***, Civil Appeal No. 163 of 2016 and ***Paulina Samson Ndawavya v Theresia Thomas Madaha***, Civil Appeal No. 45 of 2017 (all unreported) and the standard of proof is, in civil case, on the balance of probabilities.

On the strength of the foregoing, I am satisfied that since the plaintiff is alleging breach of lease agreement he has a duty, to prove that indeed it was breached.

I have dutifully examined the plaintiff's evidence. Undisputedly, there is no evidence proving that the defendant changed rent from Tshs. 1,000/= to Tshs. 5,500/=. What is in evidence is the lease agreement, exhibit P1 and no further evidence showing that exhibit P1 was breached. DW1 said in no uncertain terms that there was draft to increase the rent which threatened the plaintiff but that was just a process of reviewing the rent rates. But because investors were unhappy with the proposed rent, the draft was not implemented. I agree with DW1 that parties are bound by exhibit P1, that is, their contract.

It is trite that where the contract has been reduced in writing, the terms of that contract remain intact unless expressly changed by signing of another contract or an addendum to that effect. In this case there is no evidence intimating that there was another contract signed or that there was any addendum.

It is trite law that parties are bound by the terms of their contract until when they expressly agree otherwise. This was expressed by the supreme court of our land in the case ***Miriam E. Maro v. Bank of Tanzania***, Civil Appeal No. 22 of 2017 (CAT at DSM, unreported) and ***Uniliver Tanzania Ltd v. Benedict Mkasa t/a Bema Enterprises***, Civil Appeal No. 41 of 2009 (unreported). The contract between the plaintiff and the defendant was unaltered. It is clear from the testimony of both parties and Exhibit P1 that they had a binding contract by the time they were testifying.

I agree with the plaintiff's that there was re-advertisement of the farm to prospective investors as per exhibit P2. However, this act never affected the plaintiff in any way. This is because according to the evidence the plaintiff continued grazing cattle in his farm paying Tshs. 1,000/= as rent per acre since 2015/2016 financial year till 2019/2020 financial year albeit the ups and downs. To substantiate on this point

DW1 told the Court that the defendant once advertised farms to new investors but that was general for the whole of Tanzania. Regarding the plaintiff's farm, DW1 stated that her farm was not advertised. The undisputed evidence is that the plaintiff owes nothing to the defendant otherwise she could have been notified.

I am comfortable to hold at this juncture that the first issue being answered in affirmative. The defendant has never breached the lease contract between him and the plaintiff for changing rent rate before expiry of 5 years and for re-advertising the farm in dispute never affected the plaintiff's title.

Let me turn to the second issue which is in respect of reliefs parties are entitled to. I have considered the plaintiff's prayers as listed earlier on in this judgment. The defendant in essence did not dispute the reliefs prayed. She feels that this suit is meaningless because there was no breach of contract. On my part, I have already found that the plaintiff has failed to prove on the balance of probabilities that there was a breach of contract. However, in consideration of the prayers and evidence of both parties and for convenience, this Court makes orders as follows that:

- (a) The plaintiff is declared to be the lawful lessee on farm no. 721/10 Usangu Ranch, Mbarali District - Mbeya Region.
- (b) The defendant and plaintiff are ordered to adhere to the terms of the lease contract between him and the plaintiff, until when such terms are expressly varied in accordance with the law.
- (c) Defendant and plaintiff are restrained from breaching and/or acting contrary to the terms of contract between them unless expressly changed by signing of another contract or an addendum to that effect.

In consequence, I dismiss the plaintiff's case to the extent shown above. Given the circumstances surrounding this case, I desist from awarding costs to any party.

It is so ordered.



Dated at **MBEYA** this **10th** day of **December, 2021**

A handwritten signature in black ink, appearing to be "J. M. Karayemaha".

J. M. Karayemaha
JUDGE

**IN THE UNITED REPUBLIC OF TANZANIA
JUDICIARY
IN THE HIGH COURT OF TANZANIA
MBEYA DISTRICT REGISTRY
AT MBEYA
LAND CASE NO. 02 OF 2019**

O.C INDUSTRIAL HOLDINGS LTD PLAINTIFF

VERSUS

NATIONAL RANCHING COMPANY LTD..... DEFENDANT

Date of the Last Order: 01/09/2021

Date of the Judgment; 20/10/2021

JUDGMENT

NDUNGURU, J.

The Plaintiff O.C INDUSTRIAL HOLDINGS LTD a limited liability Company registered in Tanzania under the Companies Act Cap 212 entered into Lease Agreement with the Defendant dated 1st of July, 2007. The lease agreement comprised of Title No 13957-MBYLR, Farm No 721/9 measuring 3,139.18 hectares of land located at Usangu Ranch, Mbarali District, Mbeya Region. Among others, it was agreed that lessor subject to notice, revise the lease rent after every five years. It appears that the defendant on different occasions tried to revise the lease rent and issued new lease

agreement while the former agreement is still valid. The defendant had also invited other investors unto the ranch that was allocated to the Plaintiff.

Being irked by such action, the Plaintiff could no longer hold his breath, he therefore rushed to this court armed with five pages' claims against the defendant praying for this court to issue the following orders which can be prefaced as follows;

- (i) *A declaration that the Plaintiff is the lawful lessee on Farm No. 721/9 Usangu Ranch, Mbarali District within Mbeya Region*
- (ii) *That the Defendant's intention and or threats to evict the Plaintiff from the said Farm is unjustifiable, illegal, inoperative and null and void*
- (iii) *The defendant's act of increasing rent repeatedly is null and void and a frustration to the Plaintiff*
- (iv) *The defendant act of advertising and offering a bid to the alleged plot to other investor is illogical and unlawful.*
- (v) *That the defendant be restrained from breaching and or acting contrary to the terms of the contract*

- (vi) *A declaratory order to restrain the defendant not to disturb the Plaintiff from quietly commercially developing and enjoying the subleased Farm No. 721/9*
- (vii) *That the defendant to pay compensation to the Plaintiff for the already developed, general damages, costs of the suit and other reliefs the court may deem fit to grant.*

The Defendant denied the Plaintiff's claim. He however filed his counter claim against the Plaintiffs stating that the claim against the defendant is for payment of rent arrears of Tsh 46,760,500/= plus interest at the commercial rate from the date due of payment of rent to the date of filing the suit and interest from the filing of the suit to the date of judgment. However, during the hearing of the counter claim, Mr. Tibaijuka prayed to withdraw counter claim of which the court marked the same as withdrawn,

In this case, Mr. Timetheo Nichombe, the learned counsel appeared for the Plaintiff whereas, Mr. Bwire, the senior officer, and later Mr. Rojas Francis and Mr. Tibaijuka, the learned state attorneys joined the race to representing the Defendant. Before going through the nuts and bolts of the case at hand, I find it overbearing to narrate, albeit briefly, the material background facts that led the Plaintiff to channel his claim against the defendant. It is somehow not complicated.

From the record, it appears that the Plaintiff and the Defendant had their lease agreement dated 1st day of July, 2009 to last for 33 years. The defendant for reasons not stipulated in the agreement and not communicated to the Plaintiff, has repeatedly on various dates varied lease agreement. What irked the Plaintiff most is that the defendant without notice to terminate, required the Plaintiff to treat the former lease agreement as terminated and sign a new contract unilaterally drafted by the defendant. The record shows that the Defendant in 2018 issued a letter to all who leased at NARCO'S ranches. A meeting was conveyed between the Defendant and all those who leased at NARCO ranches discussing about the unilaterally raised rent. That's not enough, it appears that on 15th day of March, 2019, the defendant through various media, issued a public notice to invite other investors who are interested in commercial livestock keeping to apply to the defendant for allocation of ranches blocks.

The Plaintiff was of the view that the defendant actions are not in line with the lease agreement as it was made without good cause and without the consent of the Plaintiff has frustrated and diminished the plaintiff's peaceful enjoyment and efficient investment on the farm.

The Plaintiff was on the crossroad that the defendant action will make him to suffer irreparable loss of his cattle cows, goats, and houses and will pay enormous compensation to employee's subjected to retrenchment unless the defendant's act is declared void and nullity. He prayed for the court to order the Defendant to pay Tsh100,000,000/= as general damages.

When the matter was coming for hearing, both sides had only one witness each. Mr. David Kaaya who appears to be the Director of the Plaintiff in his sworn testimony informed the court that being the director and the Ranch Manager was leased by the defendant Plot NO 721/9 for 33 years. He produced lease agreement dated 1st day of July 2007 which was admitted by the court as Exh P1. He went on to state that the allocated ranch is owned by NARCO measuring 3139.18 hectares. It was his further contention that the farm contains different animals that includes cows and goats.

PW1 further informed the court that, the rent can be changed after every five years but the defendant didn't honor the agreement by unilaterally changing the rate against to what has been stipulated in clause five of the agreement. PW1 added that the defendant has changed the

rent between 2012 - 2013, 2015 - 2016 and in 2018-2019 contrary to what has been agreed in the leased agreement. The Plaintiff went on to state that the defendant wanted to terminate the lease agreement and issue written notice of six months which was also published in a newspaper. It was also the Plaintiff contention that the defendant served them with the new agreement which requires them to pay the new rent contrary to the lease agreement entered in 2009. The said draft was not signed by the Plaintiff as it contains different terms.

When cross examined by Mr. Tibaijuka, PW1 insisted that he didn't sign the second lease agreement as it bears different terms contrary to the first agreement signed. He added that they filed an injunction that is why they are still at the disputed leased area. IT was his further contention that the major dispute which arose in this case is the high rent imposed by the defendant.

In his defence, Mr. Bwire Kafumu Mugaruba in his sworn testimony informed the court that being the production and operation manager at NARCO was duty bound to follow the claims marshaled by the Plaintiff that they have increased rent contrary the agreement. He went on to state that the lessor has the duty to collect revenue and supervise investors while the

duty of the lessee is to pay the rent. He formed an opposite camp with the Plaintiff that the procedure used in increasing rent was due to the consultation made with investors through UWARATA and it was due to prevailed investment circumstances. DW1 added that the rent was increased procedurally within five years to 1500 but was later reduced to 1000/= since the new rent proposal was not accepted by investors. DW1 was of the further view that the rent increased depends on the size of the plot given to the investors. He persuaded the court to ignore the Plaintiff claim and dismiss the matter,

The court after having gone through the records and the evidence from both parties, I find it prudent to refer the issues raised during final Pre Trial Conference;

- 1 *Whether there is breach of the lease agreement by the defendant*
- 2 *To what reliefs are the parties entitled*

Embarking on the first issue raised, I would like to seek indulgence in the Law of Contract Act Cap 345 under Section 73(1) which provides as follows;

"When a contract has been broken, the party who suffers by such breach is entitled to receive, from the party who has

broken contract, compensation for any loss or damage caused to him thereby, which naturally arose in the usual course of things from such breach, or which the parties knew, when they made the contract, to be likely to result from breach of it"

Having grasped the above cited provision, the ball is now in my hand to narrow down non-contentious issues as stated interlia. It is not in dispute that the parties had entered into lease agreement together to last for 33 years from 2007 with Titile No 13957 MBYLR Farm No 721/9 Usangu Ranch, Mbarali District, Mbeya Region that contains 3,139.18 hectares of Land. It is further not disputed that the Lessor can increase rent after every five years and has to be in writing six months in advance before the expiry of the lease agreement as stipulated under Clause B (5) of the Lease Agreement.as allured herein above, the Plaintiff is not disputing the terms of the contract, but rather the breach of the agreement by the defendant by having increased the rent and also by having initiated another leased agreement while the former is still valid.

It is settled that parties are bound by the agreements they have freely entered into and this is the cardinal principle of the Law of Contract.

In other words, this is termed as sanctity of the contract as lucidly stated in **Simon Kichele Chaha V Aveline M. Kilawe**, Civil Appeal No. 160 of 2018, CAT at Mwanza (unreported) quoted with approval the case of **Alibhai Aziz V Bhatia Borthers Ltd** [2000]. T.L.R 288 at page 289 where it was observed that;

"The principle of sanctity of contract is consistently reluctant to admit excuses for non-performance where there is no incapacity, no fraud (actual or constructive) or misrepresentation and no principle of public policy prohibiting enforcement"

Taking into consideration the spirit of this principle and being mindful of the contents of Exhibit P1, I have the confidence to state that the Defendants move to increased rent and to ignore the life span of Exhibit P1 which is 33 years amounts to a breach of contract. I am reluctant to accept the defendant's version that their move to increase rent was subject to the consent from UWARATA. There is no gainsaying that the contract entered between the Plaintiff and the Defendant had all attributes of being a valid contract. There is no clause that allows the Defendant to vary the clause without written notice within the prescribed time. I wish to emphasize that

since the terms of the lease agreement are clear, It was wrong for the Defendant to ignore the existing contract and tried to make it public that the allocated ranches are free to new investors.


I am alive that since at the time when the parties signed their contract, they were free and of sound mind, therefor they are duty bound to adhere and fulfil the terms and conditions stipulated in their lease agreement. Now therefore since the evidence established that the Defendants have breached the lease agreement dated 01st day of July 2007, the court cannot let the defendant walk free hence must bear the consequences.

In the circumstances, I hereby issue the following orders in favor of the Plaintiff as follows;

- The Plaintiff is declared as the lawful lessee on Farm No. 721/9 Usangu Ranch, Mbarali District within Mbeya Region hence any attempt or intention or threats to evict the Plaintiff from the said Farm is unjustifiable, illegal, inoperative and null and void
- The defendant's act of increasing rent repeatedly is null and void and a frustration to the Plaintiff

- The defendant's act of advertising and offering a bid to the alleged plot to other investor is illogical and unlawful.
- That the defendant is restrained from breaching and or acting contrary to the terms of the contract
- The defendant is restrained from disturbing the Plaintiff from quietly commercially developing and enjoying the subleased Farm No. 721/9
- That I grant no damages on the ground that during all the time while the parties were at antagonism state the plaintiff was still in occupation of the said premises conducting his activities.
- The Plaintiff is entitled to his costs of the suit

It is so ordered.

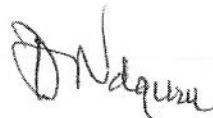


D.B NDUNGURU

JUDGE

23/09/2021

Right of appeal detailed



D.B NDUNGURU

JUDGE

23/09/2021



**IN THE UNITED REPUBLIC OF TANZANIA
JUDICIARY
IN THE HIGH COURT OF TANZANIA
MBEYA DISTRICT REGISTRY
AT MBEYA
LAND CASE NO 06 OF 2019**

CHARLES ANTHONY MREMA (As Administrator of the
Estates of the late Hon Judge Anthony Chrisant Mrema)**PLAINTIFF**

VERSUS

NATIONAL RANCHING COMPANY LTD **DEFENDANT**

Date of the Last Order: 01/09/2021

Date of the Judgment; 20/10/2021

JUDGMENT

NDUNGURU, J.

The Plaintiff being the administrator of the estates of the late Hon. Judge Anthony Mrema filed his claim against the defendant praying for this court to issue the following orders as can be prefaced as follows;

- (i) *A declaration that the Plaintiff is the lawful lessee on Farm No. 721/4 Usangu Ranch, Mbarali District within Mbeya Region.*
- (ii) *That the Defendant's intention and or threats to evict the Plaintiff from the said Farm is unjustifiable, illegal, inoperative and null and void.*

- (iii) *The defendant's act of increasing rent repeatedly is null and void and a frustration to the Plaintiff.*
- (iv) *The defendant act of advertising and offering a bid to the alleged plot to other investor is illogical and unlawful.*
- (v) *That the defendant be restrained from breaching and or acting contrary to the terms of the contract*
- (vi) *A declaratory order to restrain the defendant not to disturb the Plaintiff from quietly commercially developing and enjoying the subleased Farm No. 721/4*
- (vii) *That the defendant to pay compensation to the Plaintiff for the already developed, general damages, costs of the suit and other reliefs the court may deem fit to grant.*

The Defendant denied the Plaintiff's claim. He however filed his counter claim against the Plaintiffs stating that the claim against the defendant is for payment of rent arrears if Tsh 37,711,739.50 plus interest at the commercial rate from the date due of payment of rent to the date of filing the suit and interest from the filing of the suit to the date of judgment. However, during the hearing of the counter claim, Mr. Tibaijuka prayed to withdraw counter claim of which the court marked the same as withdrawn.

In this case, Mr. Timetheo Nichombe, the learned counsel appeared for the Plaintiff whereas, Mr. Bwire, the senior legal officer, and later Mr. Rojas Francis and Mr. Tibaijuka, the learned state attorneys joined the race to representing the Defendant. Before going through the nuts and bolts of the case at hand, I find it overbearing to narrate, albeit briefly, the material background facts that led the Plaintiff to channel his claim against the defendant. It is somehow not complicated. From the record, it appears that the Plaintiff and the Defendant had their lease agreement dated 29th day of June, 2009 to last for 33 years. The defendant for reasons not stipulated in the agreement and not communicated to the Plaintiff, has repeatedly on various dates varied lease agreement. What irked the Plaintiff most is that the defendant without notice to terminate, required the Plaintiff to treat the former lease agreement as terminated and sign a new contract unilaterally drafted by the defendant. The record shows that the Defendant in 2018 issued a letter to all who leased at Narcos ranches. A meeting was conveyed between the Defendant and all those who leased at Narco ranches discussing about the unilaterally raised rent. That's not enough, it appears that on 15th day of March, 2019, the defendant through various media, the defendant issued a public notice to invite other members who are interested in commercial livestock keeping to apply to the defendant

for allocation of ranches blocks. The Plaintiff was of the view that the defendant actions are not in line with the lease agreement as it was made without good cause and without the consent of the Plaintiff has frustrated and diminished the plaintiff's peaceful enjoyment and efficient investment on the farm.

The Plaintiff was of the view that the defendant action will make the Plaintiff to suffer irreparable loss of his cattle to wit 746 heads of cows, 127 goats, beehives and will pay enormous compensation to employee's subjected to retrenchment unless the defendant's act is declared void and nullity. He prayed for the court to order the Defendant to pay Tsh 1000,000,000/= as general damages.

When the matter was coming for hearing, both sides had only one witness each. The Plaintiff in his sworn testimony informed the court that being the son and the administrator of the estate of the late Judge Mrema was duty bound to take care of the livestock's. He produced Form No IV which was admitted by the court as Exh P1. He went on to state that the allocated ranch is located at Mbarali District at Plot No 721/4 owned by Narco with 3380.501 hectares which is equivalent to 8,353.39 acres. It was his further contention that the farm contains different animals that includes

cows, goats and ships. PW1 further informed the court that the said ranch was leased by his father with 33 years lease agreement. The leased agreement was tendered in court and was admitted as Exhibit P2.

It appears that the lease agreement was entered in 2009 to end up in 2042. According to PW1, the rent can be changed after every five years but the defendant didn't honor the agreement by unilaterally changing the rate against to what has been stipulated in clause five of the agreement. PW1 added that the defendant has changed the rent between 2012-2013, 2015-2016 and in 2018-2019 contrary to what has been agreed in the leased agreement. The Plaintiff went on to state that the defendant served them with the new agreement which requires them to pay the new rent contrary to the lease agreement entered in 2009. The said draft was not signed by the Plaintiff as it contains different terms.

When cross examined by Mr. Tibaijuka, PW1 insisted that he didn't sign the second lease agreement as it bears different terms contrary to the first agreement signed. He added that they filed an injunction that is why they are still at the disputed leased area. IT was his further contention that the major dispute which arose in this case is the high rent imposed by the defendant.

In his defense, Mr. Bwire Kafumu Mugaruba in his sworn testimony informed the court that being the production and operation manager at NARCO was duty bound to follow the claims marshaled by the Plaintiff that they have increased rent contrary the agreement. He went on to state that the lessor has the duty to collect revenue and supervise investors while the duty of the lessee is to pay the rent. He formed an opposite camp with the Plaintiff that the procedure used in increasing rent was due to the consultation made with investors through UWARATA and it was due to prevailed investment circumstances. DW1 added that the rent was increased procedurally within five years to 1500 but was later reduced to 1000/= since the new rent proposal was not accepted by investors. DW1 was of the further view that the rent increased depends on the size of the plot given to the investors. He persuaded the court to ignore the Plaintiff claim and dismiss the matter,

The court after having gone through the records and the evidence from both parties, I find it prudent to refer the issues raised during final Pre-Trial Conference;

- 1 *Whether there is breach of the lease agreement by the defendant*
- 2 *To what reliefs are the parties entitled*

Embarking on the first issue raised, I would like to seek indulgence in the Law of Contract Act Cap 345 under Section 73(1) which provides as follows;

"When a contract has been broken, the party who suffers by such breach is entitled to receive, from the party who has broken contract, compensation for any loss or damage caused to him thereby, which naturally arose in the usual course of things from such breach, or which the parties knew, when they made the contract, to be likely to result from breach of it"

Having grasped the above cited provision, the ball is now in my hand to narrow down non-contentious issues as stated interalia. It is not in dispute that the parties had entered into lease agreement together to last for 33 years from 2009 wit Title No 13957 MBYLR Farm No 721/4 Usangu Ranch, Mbarali District, Mbeya Region that contains 3,380.50 hectares of Land. It is further not disputed that the Lessor can increase rent after every five years and has to be in writing six months in advance before the expiry of the lease agreement as stipulated under Clause B (5) of the Lease Agreement.as allured herein above, the Plaintiff is not disputing the terms

of the contract, but rather the breach of the agreement by the defendant by having increased the rent and also by having initiated another leased agreement while the former is still valid.

It is settled that parties are bound by the agreements they have freely entered into and this is the cardinal principle of the Law of Contract. In other words, this is termed as sanctity of contract as lucidly stated in **Simon Kichele Chaha V Aveline M. Kilawe**, Civil Appeal No. 160 of 2018, CAT at Mwanza (unreported) quoted with approval the case of **Alibhai Aziz V Bhatia Borthers Ltd** [2000]. T.L.R 288 at page 289 where it was observed that;

"The principle of sanctity of contract is consistently reluctant to admit excuses for non-performance where there is no incapacity, no fraud (actual or constructive) or misrepresentation and no principle of public policy prohibiting enforcement"

Taking into consideration the spirit of this principle and being mindful of the contents of Exhibit P2, I have the confidence to state that the Defendants move to increased rent and to ignore the life span of Exhibit P2 which is 33 years amounts to a breach of contract. I am reluctant to accept

the defendant's version that their move to increase rent was subject to the consent from UWARATA. There is no gainsaying that the contract entered between the Plaintiff and the Defendant had all attributes of being a valid contract. There is no clause that allows the Defendant to vary the clause without written notice within the prescribed time. I wish to emphasize that since the terms of the lease agreement are clear, it was wrong for the Defendant to ignore the existing contract and tried to make it public that the allocated ranches are free to new investors.

I am alive that since at the time when the parties signed their contract, they were free and of sound mind, therefore they are duty bound to adhere and fulfil the terms and conditions stipulated in their lease agreement. Now therefore since the evidence established that the Defendants have breached the lease agreement dated 29th day of June 2009, the court cannot let the defendant walk free hence must bear the consequences.

In the circumstances, I hereby issue the following orders in favor of the Plaintiff as follows;

- The Plaintiff is declared as the lawful lessee on Farm No. 721/4 Usangu Ranch, Mbarali District within Mbeya Region hence any

- attempt or intention or threats to evict the Plaintiff from the said Farm is unjustifiable, illegal, inoperative and null and void
- The defendant's act of increasing rent repeatedly is null and void and a frustration to the Plaintiff
 - The defendant's act of advertising and offering a bid to the alleged plot to other investor is illogical and unlawful.
 - That the defendants are restrained from breaching and or acting contrary to the terms of the contract
 - That the defendant is restrained from disturbing the Plaintiff from quietly commercially developing and enjoying the subleased Farm No. 721/4
 - That I grant no damages on the ground that during all the time while the parties were at antagonism state the plaintiff was still in occupation of the said premises conducting his activities.
 - The Plaintiff is entitled to his costs.

It is so ordered.

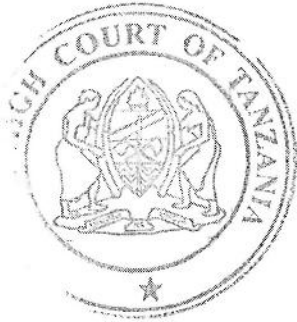


D.B NDUNGURU

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Right of appeal detailed.




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