**Southern Tanganyika Game Safaris and another v Ministry of Natural**

**Resources and Tourism and others**

**Division:** High Court of Tanzania at Dar-es-Salaam

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**Date of Judgment:** 4 march 2004

**Case Number:** 301/02

**Before:** Kimaro J

**Sourced by:** LawAfrica

**Summarised by:** A Mwanzia

*[1] Contract – Lease agreement – Breach – Non-payment of rent and taxes – Whether lease lawfully terminated – Improvement done on rental property without landlord’s consent – Whether lessee may recover value of improvements.*

**Editor’s Summary**

The plaintiff and second defendant (Hotel Tours and Management Ltd), entered into a contractual relationship through a lease agreement allowing the plaintiff to use and occupy for its guests and tourists tents, camp outhouses, airstrip, motor vehicles and boats then used by the second defendant at a place known as Mbuyu Safari Camp situated at Selous Game Reserves. Under the lease agreement, the plaintiff was to pay rent of US$ 30 000 or its equivalent in Deutsche Marks yearly and was also obligated to pay all taxes and game park fees to the Ministry of Natural Resources and Tourism (first defendant herein) as well as submission of returns. The first defendant terminated the lease and the plaintiff sued all the defendants claiming there was frustration of the contract which led to the termination of the same. The plaintiff prayed for a declaration on the lawfulness of the lease agreement, special damages, general damages, interest and costs. Issues framed for determination were (*a*) whether the lease agreement was lawfully terminated (*b*) whether the first defendant’s closure of the impugned camp was lawful (*c*) whether the plaintiff suffered loss as a result of the said closure (*d*) what relief’s were the parties entitled to.

**Held** – Final submissions should relate to the pleadings and evidence which was adduced in the trial. Final submissions were not evidence but only aimed at providing a guide to the Court in resolving the issues before the Court. *Vidyarthi v Ram Rakha* [1957] EA 527 followed. The lease agreement was lawfully terminated, the plaintiff having failed to comply with the clauses of the lease agreement that required him to pay rent and relevant taxes. This was in contravention of section 37(1) of the Law of Contract Ordinance. The plaintiff was not entitled to recover monies expended in improving the rented property since the same was done without permission from the landlord and was a breach of the lease agreement. Suit dismissed with costs.

**Case referred to in judgment**

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

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

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

*Vidyarthi v Ram Rakha* [1957] EA 527 – **F**