IN THE HIGH COURT OF THE UNITED REPUBLIC OF TANZANIA

(MOROGORO DISTRICT REGISTRY)

AT MOROGORO

CIVIL APPEAL NO. 05 OF 2021

(Originating from Matrimonial Cause No. 12 of 2019, in the District Court of Morogoro, at Morogoro)

LEONIA TUMAINI BALENGA .... APPELLANT

VERSUS

TUMAINI M. SIMONGA .... RESPONDENT

JUDGMENT

15th Febr & 31st March, 2022

CHABA, J.

In the District Court of Morogoro, at Morogoro the appellant, Leonia Tumaini Balenga petitioned for dissolution of marriage with the respondent, Tumaini Mashauri Simonga. Specifically, the appellant prayed for the following reliefs:

(a) A declaration that the marriage has broken down irreparably,

(b) An order to dissolve the marriage and a decree for divorce be granted,

(c) Equal division of matrimonial assets,

(d) Arrears of maintenance from 2014 up to 2019 at the rate of Tshs. 100,000/= per month,

(e) Costs to be provided, and

(f) Any other reliefs(s) as this Honourable Court may deem fit to grant.

At the end of trial, the trial court gave the following orders: A declaration that the marriage between the appellant (petitioner) and the respondent had broken down irreparably, Certificate of divorce be issued, the small house and the plot jointly acquired be sold and Tshs. 46,000,000/= be deducted from the proceeds obtained to settle the pending loan for the tractor obtained from Agricultural Inputs Trust Fund, the remaining fund be equally divided by the ratio of 50/50 percent, A tractor with registration No. T256 DFG be sold, proceeds be divided by the ratio of 50/50 percent, Household utensils be divided equally as appearing at pages 13, 14 and 15 of the trial courts judgment.

Discontented with the decision of the trial court, the appellant preferred this appeal on the grounds reproduced hereunder: **One,** that, the trial magistrate erred in law and facts for holding that the appellant did not contribute towards acquisition of the big house situated at Kingolwira, **Two;** That, the trial resident magistrate erred in law and facts for holding that the appellant failed to prove that a house situated at Bunda is a matrimonial property acquired during the subsistence of the marriage, **Three;** that, the trial resident magistrate erred in law and facts for holding that a small house situated at Kingolwira and parcel of land be sold and the proceeds thereof be deducted from Tshs. 46 million pending unpaid loan and left the appellant homeless, **Four;** that, the trial resident magistrate erred in law and facts for denying the appellant rights to tender a salary slip and a letter proving her case and existence of plot situated at Dodoma without any legal justification, and **Five;** that, the trial resident magistrate erred in law and facts for failure to prove her contribution (sic) towards acquisition of properties such as a

massage machine, 100 acres farm at Ngerengere, photocopy machines and a motor vehicle with registration No. T. 537 CHH.

In reply to the memorandum of appeal, the respondent opposed the appeal by disputing all the grounds of appeal. At the hearing of this appeal, Mr. Saidi Ally Said, learned advocate appeared for the appellant while Mr. Godfrey Gabriel Mwansoho, learned advocate entered appearance for the respondent. The appeal was argued by the parties through written submissions.

In his written submission, Mr. Said Ally Said opted to argue jointly grounds 1, 2 and 5. These three grounds of appeal hinges on the complaint that the honourable trial resident magistrate erred in law and fact for holding that the appellant did not contribute towards acquisition of the properties including a big house at Kingolwira, situated at Bunda and other properties to wit; 100 acres farm located at Ngerengere, a motor vehicle with Registration No. T. 537 CHH, massage machine, and a photocopy machine.

He underlined that when the parties concluded their marriage, each one had no property. It is on record that the parties lived together for 14 years, and both were government employees. He highlighted that the appellant contributed to the said matrimonial assets directly by maintaining her family needs and specifically she secured a loan worth Tshs. 2,666,308/= and further contributed Tshs. 500,000/= while the respondent had an obligation to repay the loans to the banks.

He accentuated that, being a housewife, the appellant also contributed indirectly to the matrimonial house by rendering services such as conjugal rights, love, comfort and preparing food for the whole

period of 14 years of marriage. In such circumstance, she is entitled to a division of matrimonial assets in-terms of Section 114 (1) and (2) (b) of the Law of Marriage Act [Cap. 29 R.E. 2019]. To support his argument, Mr. Said referred this court to the cases of **Halima Ally Enzimbali v. Ally Seif Mwanzi,** PC Civil Appeal No. 34 of 2020 (HCT), **Bi Hawa Mohamedi v. Ally Seif** [1983] TLR at page 32 and **Gabriel Nimrod Kurwijila v. Theresia Hassan Malongo,** Civil Appeal No. 102 of 2018(CAT).

On the 3rd ground, the appellant's complaint is that the trial resident magistrate erred in law and fact for holding that a small house situated at Kingolwira and plot or parcel of land be sold and the proceeds thereof be deducted from Tshs. 46 million pending unpaid loan and left the appellant homeless. On this point, Mr. Said submitted that the respondent's claim that he secured a loan amounting to Tshs. 46,000,000/= in the year 2015 had no clear explanations on how he repaid and re-serviced the loan to the bank for the whole period of four (4) years until 2019.

Mr. Said maintained that the trial resident magistrate ought to have calculated the balance of outstanding loan and then left the liability to the parties accordingly. He added, it was wrong and unfair to hold that the small house be sold, and the amount termed as loan Tshs. 46,000,000/= be deducted from the proceeds thereof while the alleged house is a residential house used by the appellant and her family. He said, if the house will be sold the appellant will remain homeless. He added that, since the loan is still pending the bank is duty bound to state the outstanding balance and be divided equally to the parties to re-service the same on the ground that while the respondent had an

obligation to repay back the loan, the appellant was responsible for providing essential needs to their family.

Arguing in respect of 4th ground, Mr. Said faulted the trial resident magistrate for denying the appellant's rights to tender a salary slip and a letter dated 5/5/2019 from Shina No. 7 Nzuguni "B" Dodoma, proving her case and existence of plot situated at Dodoma without any legal justification. He contended that the aforesaid plot is still under possession of the respondent, and it is not sold as alleged by the respondent. He stressed that had the court afforded the appellant an opportunity to tender the above documentary evidence, he would have proved the existence of the said plot. He submitted that the appellant's salary slip would have also proved that the appellant was an employee and she had contributed on the family affairs and acquisition of the properties acquired during subsistence of their marriage. He concluded that such denial affected the appellant's rights as enshrined in our Constitution of the United Republic of Tanzania.

Basing on the above grounds, the learned advocate humbly prayed that this appeal be allowed, and the decision of the trial court be quashed and set aside.

On his part, the respondent speaking through the learned advocate Mr. Mwansoho, commenced by stating that the appellant has misdirected herself and snarled the facts as the appellant's contribution as per trial court record was Tshs. 2,000,000/= only and not Tshs. 2,666,308/= from the loan she secured in 2019. He emphasised that this contribution was not for acquisition of all properties but rather for the acquisition of the small house and 2 acres of land situated at

Kingolwira area as depicted at page 4, para 1 of the trial court judgment. He maintained that, this evidence was revealed when the appellant was cross examined and narrated how she made her contribution specifically on the acquisition of the small house and not all properties as portrayed at page 3, last paragraph of the trial court judgment. He further faulted the argument advanced by the learned advocate for the appellant that it was a high misconception on his side to state that Tshs. 500,000/= was for acquisition of all properties while the judgment of a trial court is clear at page 4, paragraph 1 that the appellant's contribution regarding the massage machine was Tshs. 500,000/= only. Mr. Mwansoho emphasised that the appellant did not adduce any evidence to prove her extent of contribution to other matrimonial assets while the respondent proved to that effect.

The learned advocate submitted that the respondent acquired the following properties independently; a massage machine as evidenced by a medical report (Exhibit D4), as he secured a loan worth Tshs. 8,750,000/= from NMB Bank and bought a motor vehicle having Registration No. 537 CHH (Exhibit D3), and then he bought 70 acres farm at Ngerengere upon obtaining a loan from NMB Bank amounting to Tshs. 25,000,000/= (Exhibit D5). In respect of a house at Bunda, Mr. Mwansoho submitted that, the same belonged to the respondent's family members. He further stated that the respondent built a big house at Kingolwira after selling his 76 heads of cattle (cows) which he owned since 1990. This evidence got support from his brother John Mashauri who also appeared before the trial court and testified how he received the money when the respondent disposed his 76 cows, and he was involved to supervise the construction of the respondent's house until it

was completed. In respect of the stationery, he contended that, this was jointly owned by the respondent and his brother, John Mashauri.

Moreover, Mr. Mwansoho treads along the three cases cited by the learned counsel for the appellant and highlighted that in all these cases the courts required proof of contribution towards acquisition of properties. The courts considered contributions and efforts of each spouse in the marriage after assessing the evidence beforehand. Referring to the case of **Kurwijila**'s case, the learned advocate submitted that the same is distinguishable as the appellant, **Halima Ally Enzimbali** testified that she made some improvements in the house something which is different to our case at hand.

Regarding the 3rd ground, the learned advocate accentuated that the records at trial shows that although the value of a small house is Tshs. 128,000,000/= but the appellant contributed only Tshs. 2,000,000/= and her share shall be limited to such amount. On this facet, the learned advocate was of the opinion that the holding of the trial court that the house had to be sold and the proceeds be applied to re-service the outstanding debt Tshs. 46,000,000/= and the remaining money be divided by the parties equally (50/50) was fair and reasonable.

On the 4th ground, Mr. Mwansoho strongly submitted that the appellant's grievance is devoid of merit as the same is not found in the court record and further there is no evidence stating to that effect. He stated that, Mr. Said Ally Said relied on hearsay. As regards to a plot situated in Dodoma, Mr. Mwansoho stressed that the plot jointly owned by the respondent and his brother John Mashauri under the Company known as SAZELA Investment as evidenced by Exhibit D6 and they sold

it to Nyagabona as exhibited in Exhibit D7, a sale agreement. As regards to the house situated at Bunda, Mr. Mwansoho contended that it is evident from the court record that the same was built on the respondent's family plot. In that regard, does not belong to the parties.

In rejoinder, the learned advocate for the appellant reiterated what he submitted in chief.

Having considered the rival submissions from both sides in the light of grounds of appeal fronted by the appellant and the trial court record, the only determinable issue is whether there is sufficient evidence on record exhibiting how the appellant contributed towards acquisition of matrimonial assets so as to justify the appellant's complaints.

At the outset, I wish to state that this being the first appellate court, the duty of the court as it was underscored by the Court of Appeal of Tanzania in the case of **Habiba Ahmadi Nangulukuta & 2 Others v. Hassan Ausi Mchopa** (The Administrator of the Estate of the Late Hassan Nalino), Civil Appeal No. 10 of 2020 CAT – Mtwara (unreported), is to re-consider and re-evaluate the entire evidence on record by reading it together and subjecting it to a critical scrutiny and if warranted, draw its own conclusions and arrive at its own decision. Therefore, in confronting this appeal, I find it apt to start with the legal principle governing division of matrimonial properties and afterward, I will highlight on the case laws touching the matter at hand. It is elementary that power of court to order division of matrimonial assets and maintenance as between husband and wife is governed by Sections 114 (1) and (2) (b) of the Law of Marriage Act [Cap. 29 R.E. 2019] (the LMA). The law provides that:

*"**Section** 114 (1) - The court shall have power, when granting or subsequent to the grant of a decree of separation or divorce, to order the division between the parties of any assets acquired by them during the marriage by their joint efforts or to order the sale of any such asset and the division between the parties of the proceeds of sale.*

(2) In exercising the power conferred by subsection (1), the court shall have regard to:

(b) the extent of the contributions made by each party in money, property or work towards the acquiring of the assets;

As indicated in the 1st, 2nd and 5th grounds of appeal, the learned trial resident magistrate found that there was no evidence to prove that the appellant made contributions to the big house situated at Kingolwira area within Morogoro Municipality, a house built at Bunda, 100 acres of farm at Ngerengere and the motor vehicle having registration No. 537 CHH. On his part, the learned advocate for the appellant faulted the trial court findings and decision by stating that the appellant contributed to the acquisition of all the above-mentioned properties. On the other hand, the respondent was of the view that the trial court decision was fair and reasonable. It is a trite law that efforts and contribution by the spouses towards acquisition of the matrimonial assets is a matter of evidence, whereas domestic obligations discharged by a spouse is considered to be an indirect contribution to the matrimonial asset as it was underscored by the Court of Appeal in the case of **Bi Hawa Mohamed v. Ally Seif** (supra). I am mindful also of the reasoning that contribution towards matrimonial assets can be determined in accordance with the circumstances of each case. However, the law is clear that whoever desires any court to give judgment as to any legal right or liability depending on the existence of facts which he asserts

must prove that those facts exist, and the burden of proof lies on that person who would fail if no evidence at all were given on either side. See: Sections 110 (1) and (2) and 111 of the Evidence Act [Cap. 6 R.E. 2019].

In the present appeal, the appellant testified that being a wife to the respondent they jointly acquired 2 acres plots at Kingolwira area in Morogoro Municipality on which they constructed two houses: a big house and a small house. But during cross-examination, the appellant described how she secured a loan worth Tshs. 2,666,308/= in 2019 and contributed a total of Tshs. 2,000,000/= during construction of a small house at Kingolwira. The respondent did not dispute this piece of evidence. In respect of a big house, the appellant's testimony is clear that she didn't contribute cash money in the purchase of a plot and construction of the house, but she was so precise that she made indirect contribution through her salary which maintained her family while the respondent was under loan repayment. As rightly submitted by the learned advocate for the appellant, I am not in agreement with the learned advocate for the respondent that the appellant contributed nothing. The cases of **Bi Hawa Mohamed v. Ally Seif**, (1983) TLR, 32 and **Chakupewa v. Mapenzi and Another,** EALR (1999) 1 EA 32 are relevant in this case. It is trite law that the extent of contribution made by each party in marriage is not restricted only to material contribution such as monetary contribution, it can extend to either matrimonial obligations or work or intangible considerations such as love, comfort and consolation of wife to her husband, the peace of mind the husband gets from a loving wife and the food she prepares for him. Specifically,

in the case of **Bi Hawa Mohamed v. Ally Seif** (supra) the Court of Appeal of Tanzania held:

"Since the welfare of the family is an essential component of the economic activities of a family man or woman it is proper to consider contribution by a spouse to the welfare of the family as contribution to the acquisition of matrimonial or family assets. The "joint efforts" and "work towards the acquiring of the assets" have to be construed as embracing the domestic "efforts" or "work" of husband and wife; ..."

I have endeavoured to read the testimonies of all three witnesses from both parties and keenly perused the documentary exhibits. The trial court record reveals that there was no specific arrangement between the parties that distinguished a small house from the big house. However, the appellant was faithful in her testimony that she neither contributed cash monies in the purchase of a plot, nor construction of the house. Applying the principles underscored by the Court of Appeal in the cases of **Bi Hawa Mohamed v. Ally Seif** and **Chakupewa v. Mapenzi and Another** (supra), it is clear that her contributions through house work and matrimonial obligations such as love, comfort, consolation to her husband, the peace of mind the husband got from a loving wife (appellant) and the food she prepared for him, in my considered opinion, contributed much towards construction of a big house situated at Kingolwira within Morogoro Municipality.

As regards to the house built at Bunda, I had an ample time to peruse the trial court record and noted that the record is silence whether the house built at Bunda was jointly acquired and owned by the respondent and his relatives or otherwise. I say so because, there is no

cogent evidence which establishes that the respondent acquired the house when he joined forces with his relatives or his wife (appellant). What transpired at the trial court is that although the appellant claimed that she jointly acquired the house at Bunda with the respondent, she conceded that the same was built in the plot owned by the respondent's family. If that is the position, my observation is that where the spouses or any of them, by consensus or otherwise develops a house on a piece of land belonging to another or other person(s) the court cannot term such property as matrimonial assets, unless there is clear and unambiguous evidence to prove that it was meant to be a matrimonial property. In the circumstance, I find it hard to side and believe the appellant's contention that the house in question is one among the matrimonial assets. On this facet, the findings and decision of a trial court is sustained.

Further, the appellant complained that the motor vehicle having Registration No. T. 537 CHH and the 100 acres farm at Ngerengere were not fairly distributed. It is apparent from the trial court record and not disputed that these properties were acquired during subsistence of their marriage. However, the debatable issue was whether the appellant made contribution towards acquisition of the aforementioned properties. Before the trial court, the respondent (DW1) testified that he purchased the following properties as his personal properties; massage machine, a farm at Ngerengere upon borrowing money from the NMB Bank at Kisarawe. He tendered a loan agreement and the farm purchase agreement (Exhibit D5) to prove his assertion. On scrutiny, this piece of evidence truly shows clearly that the purchaser of the said properties, no doubt was the respondent. But the question is, in the given

circumstance, can the court treat a property registered in the name of one spouse to be a matrimonial property?

It seems that the learned trial resident magistrate placed reliance under section 60 of the Law of Marriage Act [Cap. 29 R.E. 2019] (the LMA), to resolve this issue by stating that the said properties exclusively belonged to the respondent alone. The law provides that:

> "***Section 60*** - *Where during the subsistence of a marriage, any property is acquired: -*
>
> *(a) in the name of the husband or of the wife, there shall be a rebuttable presumption that the property belongs absolutely to that person, to the exclusion of his or her spouse; or*
>
> *(b) in the names of the husband and wife jointly, there shall be a rebuttable presumption that their beneficial interests therein are equal."*

Applying the above provisions of the law in the circumstance of this appeal, I am of the opinion that the same can be applied where there is an arrangement between parties. As gleaned from the trial court record, even though there is no single asset that was registered in the name of the appellant, yet the trial court ruled that some of the properties were matrimonial properties while treating the motor vehicle and the said 100 acres to be exclusively owned by the respondent. As correctly submitted by Mr. Said Ally Said, in the case of **Gabriel Nimrod Kurwijila v. Theresia Hassan Malongo** (supra), the Court of Appeal held inter-alia that:

> *"the issue of extent contribution made by each part does not necessarily mean monetary contribution, it can either be property or work or even advise towards the acquiring of the matrimonial properties.*

The Court went on stating that:

> *It is clear therefore that the extent of contribution by a party in the matrimonial proceedings is a question of evidence. Once there is no evidence adduced to that effect, the appellant cannot blame the High Court Judge for not considering the same in its decision. In our view, the issue of equality of division is envisaged under section 114 (2) of the LMA cannot arise also where there is no evidence to prove extent of contribution".*

This second excerpt was the stance of Mr. Mwansoho, of which I partly agree. Having examined and analysed the evidence adduced at the trial court and upon considering the relevant provisions of the law and precedents, my holding on this issue, is that the trial court erred when ruled that the appellant did not deserve to obtain even a single share from the aforementioned properties. For a property registered in the name of one spouse but acquired during subsistence of the marriage, the law presumes that it is held in trust for the other spouse. As for property held in their joint names, the presumption is that each of the spouses has an equal beneficial interest to the property. See Section 60 of the LMA and the case of **Yulita Matera v. Onasisi Ibrahim,** Matrimonial Appeal No.01 of 2020, HCT (Mwanza) as my inspiration in this appeal.

From the foregoing, it is plain clear that not all assets owned or registered under the name of one spouse are deemed properties of that one spouse, there are circumstances where the property may be under the name of one spouse, but interest of the other spouse does exist. It is not disputed that the motor vehicle was bought in the name of the respondent, and he was a major beneficiary. In my view, that fact does

not separate the parties from owning the same jointly. The trial court, in my opinion was duty bound to strike the balance by considering the surrounding circumstances of this case. My observation and holding on this issue is that, save for the motor vehicle with registration No. T. 537 CHH and the massage machine which was meant for personal treatment as backed up by Exhibit D4, there was no justification of excluding the 100 acres of farm situated at Ngerengere from division of matrimonial asset.

On the 3rd ground, the appellant is faulting the orders issued by the trial resident magistrate to wit; a small house situated at Kingolwira and plot or parcel of land be sold and the debt amounting to Tshs. 46,000,000/= be deducted from the proceeds of sale. According to the court record, the respondent secured a loan from the bank Tshs. 49,900,000/= to buy a new tractor in the year 2015. The terms of loan agreement (Exhibit D2) shows that the respondent was supposed to repay and or re-service the debt for the period of sixty (60) months which is equivalent to five (5) years. At trial, the respondent did not advance cogent evidence to prove that he repaid or re-serviced the debt to a certain amount and some remained unpaid. Instead, the respondent gave a mere statement that Tshs. 46,000,000/= was yet to be paid. In the same vein, the trial court also did not exercise her power to scrutinize the assertion and find out the truth taking into account that the loan agreement (Exhibit D2) exposed that the tenure for a loan was five years. In my opinion, if at all the assertion by the respondent was worth to embrace, it means that the amounts which were unpaid up to the time when the appellant petitioned for divorce on 4th September, 2019 were approximately Tshs. 8,166,667/=. As correctly submitted by

the learned advocate for the appellant, the trial court ought to have calculated the unpaid balance and then leave the liability to the parties. In my view, it was wrong to hold that the small house (a residential house for the appellant) had to be sold and the debts amounting to Tshs. 46,000,000/= be deducted from the proceeds obtained. On this facet, I am in agreement with the appellant that the trial court grossly erred both in law and facts.

Another complaint raised by the appellant is that the trial resident magistrate erred in law and facts for failure to prove her contribution towards acquisition of a photocopy machine as matrimonial property. On this point, I would like to state the following: existence of a company can be proved via its registration, certificates of incorporation and evidence of other affairs of the company that were undertaken in her ordinary course of business among other ways. Frankly speaking, there was no evidence adduced at trial which justified exclusion of such properties. In my view, the so-called Business Licence issued by the Municipal Council or Tax Payer Identification Number (TIN) do not suggest that Sazela Investment was a legal person. Exhibit D6 relied by the trial court were nothing but a receipt book, NMB cheque book and a loan agreement with Agricultural Input Trust Fund.

On my scrutiny of the trial court record and documentary exhibits, I found that the above documents establishes that a business run by the name **Sazela Investment** was involved and it could possibly be a sole trade business as well. If there was a business formed as joint venture as resolved by the trial court, probably documents indicating to that effect would have been shown and tendered in evidence. In absence of the relevant documents showing ownership and the evidence which

proves that the photocopying machine did belong to the respondent as the learned advocate for respondent tried to persuade this court, this contention in my opinion holds no water. However, as noted above, save for the motor vehicle with registration No. T. 537 CHH and the massage machine which was meant for personal treatment as backed up by Exhibit D4, this complaint also falls within the ambit of my observation.

Concerning the 4th ground, the learned advocate for the appellant is challenging the trial court for denying the appellant's rights to tender a salary slip and a letter dated 05/05/2019 from Shina No. 7 Nzuguni B Dodoma proving her case and existence of plot/parcel of land situated at Dodoma without any legal justification. With due respect to the learned advocate for the appellant, this complaint has no merit because the evidence on record do not suggest or even support his assertion. Upon revisiting the trial court record, I found that nowhere in the record the appellant prayed or wished to tender her salary slip and a letter issued by the said Shina No. 7 Nzuguni B Dodoma as exhibits to establish its existence. It is settled law that court's record is always presumed to be accurately representing what actually transpired in the court. In legal parlance, this is referred to as the sanctity of the court record. See the case of **Flano Alphonce Masalu @ SINGU v. The Republic**, Criminal Appeal No. 366 OF 2018 (CAT) Dar es Salaam. Moreover, Exhibit D7 a deed of sale (HATI YA KUUZA KIWANJA) is a proof that the said plot was sold to Nyagabona for the price of Tshs. 5,000,000/= where Tshs. 2,300,000/= was paid as first instalment and the remaining amount Tshs. 2,700,000/= was to be paid later.

In the final analysis, and to the extent of my observations, I find that the 2nd and 4th grounds are devoid of merits, whereas in respect of the 1st, 3rd and 5th grounds have merits. The appellant's appeal is therefore partly allowed.

Considering the reasons I have amply stated above, this court is of the view that the appellant deserves to get her shares from the farm (according to Exhibit D5) which is said to measure 103 acres in the exhibit and 100 acres by the appellant, to the tune of 40% of the value of the property which is equivalent to 40 hectares. The big house shall be placed in the ownership of the respondent, whereas the small house shall be distributed to the appellant for one reason that if at all there is an existing outstanding loan of 46,000,000/= the same would have been proved by the respondent. It is apparent that the respondent had failed to disclose the sum of money paid so far to settle the debts associated with the monies they borrowed from the bank, and further failed to unveil the outstanding balance of which a simple calculation as per loan agreement admitted as an exhibit by the trial court revealed that about Tshs. 8,166,667/= equivalent to ten months remaining to accomplish five years was the outstanding balance as at 4th September, 2019 when the appellant petitioned for divorce.

Basing on the forgoing reasons, the rest of the decision of the trial court remains intact. As the matter involves a matrimonial cause, I order that each party shall bear its own costs. **Order accordingly.**

DATED at **MOROGORO** this 31st day of March, 2022.

M. J. Chaba

Judge

31/03/2022

Court:

Judgement delivered at my hand and Seal of this Court in Chambers this 31st day of March, 2022 in the presence of the appellant who appeared in person, but in absence of the respondent.

M. J. Chaba

Judge

31/03/2022

Rights of the parties fully explained.

M. J. Chaba

Judge

31/03/2022