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CORRIGENDUM

IN Gazette Notice No. 3786 of 11th October 1966—

In the heading, the words "The Rating Act" should read "The Valuation for Rating Act".

GAZETTE NOTICE NO. 4294

THE PUBLIC SERVICE COMMISSION OF KENYA
APPOINTMENTS

FRANCIS MAYIEKA, to be District Officer, Nyeri District, Central Province, with effect from 2nd June 1966.

FRANCIS MALUKI KATUA, to act as Senior Education Officer, Ministry of Education, with effect from 13th July 1966.

JOHN GIFFORD GWYNN STEPHENSON, to act as Senior Education Officer, Ministry of Education, with effect from 28th July 1966.

ENOS OTIENO ODULA, to be District Officer, South Nyanza District, Nyanza Province, with effect from 28th September 1966.

HASSAN ALI AWALE, to be District Commissioner, Kericho District, Rift Valley Province, with effect from 3rd October 1966.

GEORGE ANZIGALE, to be District Officer, Meru District, Eastern Province, with effect from 21st October 1966.

HARUN MEITAMEI LEMPAKA, to be District Commissioner, Kirinyaga District, Central Province, with effect from 22nd October 1966.

CHARLES KARUGA KOINANGE, to be District Commissioner, Murang'a District, Central Province, with effect from 1st November 1966.

PROMOTIONS

JAMES HABAKKUK OMOLU, to be Provincial Engineer, Ministry of Works, with effect from 8th October 1965.

NATHAN BARNABAS ONDUTO, to be Provincial Engineer, Ministry of Works, with effect from 1st December 1965.

JAMES HARRY ISIGE OBIMBO, to be Senior Labour Officer, Ministry of Labour, with effect from 2nd June 1966.

SAMUEL SHADRACK KAGUMBA, to be Deputy Chief Mechanical and Transport Engineer, Ministry of Works, with effect from 12th September 1966.

REVERSIONS

FESTO OMUSA SAKWA, ceased to act as Director of Veterinary Services, with effect from 7th November 1966.

XAVIER ALFONSO, ceased to act as Principal Auditor, Exchequer and Audit Department, with effect from 30th October 1966.

By Order of the Commission.

G. MUSEMBI,
Acting Secretary.

GAZETTE NOTICE NO. 4295

THE CHILDREN AND YOUNG PERSONS ACT 1963
(No. 8 of 1963)

APPROVED VOLUNTARY INSTITUTION

IT IS hereby notified for general information that, in the exercise of powers conferred by section 63 (1) of the Children and Young Persons Act 1963, the Minister for Home Affairs has approved—

DAYANAND HOME, P.O. Box 11552, NAIROBI
to be an approved institution for the purposes of the Act.

Dated this 16th day of November 1966.

D. T. ARAP MOI,
Minister for Home Affairs.

GAZETTE NOTICE NO. 4296

THE CHILDREN AND YOUNG PERSONS ACT 1963
(No. 8 of 1963)

APPROVED VOLUNTARY SOCIETY

IT IS hereby notified for general information that, in the exercise of powers conferred by section 63 (1) of the Children and Young Persons Act 1963, the Minister for Home Affairs has approved—

THE ARYA PRATINIDHI SABHA, EASTERN AFRICA,
P.O. Box 11552, NAIROBI

to be an approved society for the purpose of the Act.

Dated this 16th day of November 1966.

D. T. ARAP MOI,
Minister for Home Affairs.

GAZETTE NOTICE NO. 4297

(28/5/63)

THE PRISONS ACT

(Cap. 90)

APPOINTMENT OF A VISITING JUSTICE

IN EXERCISE of the powers conferred by section 72 (1) of the Prisons Act, the Permanent Secretary for Home Affairs* hereby appoints—

CHARLES ODUK

as a Visiting Justice to Homa Bay Prison in the South Nyanza District, Nyanza Province.

Dated this 14th day of November 1966.

A. J. OMANGA,
*Permanent Secretary,
Ministry of Home Affairs.*

*L.N. 692/1963.

GAZETTE NOTICE NO. 4298

(28/5/8/Vol. II)

THE PRISONS ACT

(Cap. 90)

CANCELLATION OF APPOINTMENT OF A VISITING JUSTICE

IN EXERCISE of the powers conferred by section 72 (1) of the Prisons Act, the Permanent Secretary for Home Affairs* hereby cancels the appointment† of—

REV. FR. MICHAEL CAMISSASI

as a Visiting Justice to Nyeri Prison in the Nyeri District, Central Province.

Dated this 14th day of November 1966.

A. J. OMANGA,
*Permanent Secretary,
Ministry of Home Affairs.*

*L.N. 692/1963.

†G.N. 2115/1963.

GAZETTE NOTICE NO. 4299

THE TAX RESERVE CERTIFICATES ACT

(Cap. 418)

LOSS OF CERTIFICATE

IN PURSUANCE of the provision of regulation 13 of the Tax Reserve Certificates Regulations, notice is hereby given that the undermentioned certificate has been lost and that it is proposed to issue a duplicate of such certificate after expiration of 30 days from the date of this notice.

Tax Reserve Certificate No. 9458 for £4,000 dated 19th April 1960, held by Messrs. Doune Limited.

J. N. MICHUKI,
*Permanent Secretary to the Treasury,
The Treasury,
P.O. Box 30007, Nairobi.*

GAZETTE NOTICE NO. 4300

THE REGISTRATION OF TITLES ACT

(Cap. 281)

REGISTRATION OF TRANSFER

WHEREAS Ram Narain Ahluwalia and Puran Singh Panesar trading as Modern Plumbing Company of Nairobi (P.O. Box 2598), in the Republic of Kenya, have executed a transfer of all their right title and interest in all those pieces of land comprising by measurement 0.0465 of an acre each or thereabouts that is to say Land Reference No. 209/4401/616 and L.R. No. 209/4401/622 situate in the City of Nairobi in the Nairobi Area held under a lease dated the 24th day of September 1958, registered as No. I.R. 15599/1, and whereas such transfer has been presented for registration, and whereas affidavit has been filed in terms of section 65 (h) of the said Act declaring that the said Lease has not been deposited by way of lien or as security for any loan, notice is hereby given that after 14 days from the date hereof provided that no objection has been received within that period I intend to dispense with the production of the said Lease and to proceed with the registration of the said transfer.

Dated at Nairobi this 22nd day of November 1966.

A. KHALIL BHATTI,
Registrar of Titles.

GAZETTE NOTICE No. 4301

THE CONSTITUTION OF KENYA

APPOINTMENT OF PRESIDENT TO AN AFRICAN COURT

IN EXERCISE of the powers conferred by section 185 (1) of the Constitution of Kenya and delegated by the Judicial Service Commission by direction in writing under section 185 (2) of the Constitution of Kenya, the Chairman of the said Commission and Benjamin Shidugane Ngaira, a member of the Commission, appoint—

JOB MWAU MBWIKA

to the office of President of the Nziu African Court.

Dated this 7th day of November 1966.

A. J. AINLEY,
Chairman.

B. S. NGAIRA,
Member.

GAZETTE NOTICE No. 4302

6½ PER CENT KENYA STOCK 1971, 1976 AND 1981

IT IS notified for general information that the Kenya Government has created and issued under the Loans Act and the General Local Loans Act, a further amount of £50,000; £50,000 and £850,000 of Kenya 6½ per cent Stock 1971, 1976 and 1981 respectively which is in addition to and identical with the stock issued on 7th August 1966. The new stock will rank for half-yearly interest payable on 7th February 1967 and payments will be made to the Sinking Fund in respect of the additional stock now created. The whole amount has been taken up by the Government and part will be offered through the market for sale at prices related to current market conditions. The proceeds of this loan will be credited direct to the Development Exchequer and will be used for development purposes.

Dated at Nairobi this 16th day of November 1966.

THE TREASURY,
P.O. Box 30007, Nairobi.

GAZETTE NOTICE No. 4303

THE MINING REGULATIONS
(Cap. 306, Sub. Leg.)

ABANDONMENT OF LOCATIONS

NOTICE is hereby given in accordance with the provisions of regulation 32 (2) of the Mining Regulations (Cap. 306, Sub. Leg.), that the undermentioned location has been abandoned:—

Location No. and District.—133/1-3, Embu District, Eastern Province.

Class.—Non-precious minerals, lode.

Cause of abandonment.—Voluntary.

Date of abandonment.—3rd November 1966.

Name of registered holder.—Wilfred C. Ndambiri.

The ground covered by a location which has been abandoned shall not be open to prospecting or the pegging of locations until the completion of a period of 30 days from the date of such abandonment.

Dated this 14th day of November 1966.

GORDON A. TAIT,
for Commissioner of Mines
and Geology.

GAZETTE NOTICE No. 4304

THE MINING REGULATIONS
(Cap. 306, Sub. Leg.)

EXPIRY OF MINING LOCATIONS

NOTICE is hereby given in accordance with regulation 32 (2) of the Mining Regulations that the following locations have expired and are cancelled in the Mining Registers of the districts concerned:—

Coast Province

Location	Registered Holder	Class
59/1-10	Kimberlite Searches Ltd.	Precious stones lode
60/1-8	Kimberlite Searches Ltd.	Precious stones lode

Dated this 11th day of November 1966.

GORDON A. TAIT,
for Acting Commissioner
of Mines and Geology.

GAZETTE NOTICE No. 4305

PUBLIC SERVICE COMMISSION OF KENYA

VACANCIES

APPLICATIONS are invited for the following posts and must be submitted to the Secretary, Public Service Commission of Kenya, P.O. Box 30095, Nairobi, to reach him by 13th December 1966. Civil servants must submit applications to heads of departments on Form PSC.2A in triplicate at least seven days before the closing date; other applications to be submitted in triplicate on Form PSC.2, obtainable from the Secretary. Applicants must quote the number shown against the post in the advertisement.

NOTE

In all cases preference will be given to qualified candidates who are Kenya citizens.

Officer-in-Charge Audit Nucleus, Ministry of Co-operatives and Social Services (No. 400/66)

Salary.—£2,175 fixed. AGREEMENT only.

Applicants must be persons of maturity who possess a recognized accounting qualification and have at least five years' post-qualification experience in a professional office, with considerable emphasis on Audit work. The post requires considerable administrative and organizing ability, and the successful candidate will be responsible for the overall control of the audits of some 1,200 co-operative societies.

Provincial Co-operative Auditor (Audit Nucleus) (Five Posts), Ministry of Co-operatives and Social Services (No. 401/66)

Salary scale.—£1,839 to £1,989. AGREEMENT only.

Applicants must be persons of maturity who possess a recognized accountancy qualification and have at least three years' post-qualification experience in a professional office with emphasis on Audit work. The successful candidates will each have full responsibility for the auditing of some 200 co-operative societies; they will be stationed in the Provincial Headquarters.

Senior Research Officer (Plant Pathologist), Ministry of Agriculture and Animal Husbandry (No. 402/66)

Salary scale.—£1,839 to £1,989. PENSIONABLE or AGREEMENT.

Applicants must possess an honours degree in Agriculture or related Science with post-graduate training and experience in Plant Pathology. They must have wide experience of both temperate and tropical plant diseases and all aspects of agricultural botany which are associated with the production of disease-free crops. Duties include being in charge of the Plant Pathology section of the Department of Agriculture which is concerned with the research on plant pathological problems; running of the plant disease advisory laboratory, research in legume bacteriology and running of the national seed testing laboratory.

Senior Co-operative Officer, Ministry of Co-operatives and Social Services (No. 403/66)

Salary scale.—£1,390 to £1,598. AGREEMENT only.

Applicants should possess a Degree or Diploma in Economics, Commerce or Business Administration of an approved University or Institution with considerable knowledge of commercial accounts and practical experience of work in a Coffee Co-operative Society. Candidates without such qualifications, but who are of at least Cambridge School Certificate standard of education with several years' experience in the Co-operative Movement in a responsible position may be considered. The successful candidate, as Head of the Coffee Section of the Department of Co-operative Development, will be responsible for the co-ordination of policy for the development of Coffee Co-operatives liaising with Government Departments and other agencies connected with Coffee Industry. The post is available only on agreement terms but should a permanent and pensionable civil servant be selected arrangements can be made for his secondment to the post.

Senior Coffee Extension Officer (Three Posts), Ministry of Agriculture and Animal Husbandry (No. 404/66)

Salary scale.—£1,390 to £1,598. AGREEMENT only.

Applicants should possess a degree or diploma in Agriculture equivalent to a National Diploma in Agriculture, plus considerable practical experience of coffee growing, or alternatively a considerable period of service in a coffee-growing area. The post requires considerable administrative ability and applicants should have a sound knowledge of agricultural administration and must be able to speak Swahili fluently. The posts are available only on agreement terms but should permanent and pensionable civil servants be selected arrangements can be made for their secondment to the posts.

PUBLIC SERVICE COMMISSION OF KENYA—VACANCIES—(Contd.)

Coffee Extension Officer (Ten Posts), Ministry of Agriculture and Animal Husbandry (No. 405/66)

Salary scale.—£1,096 to £1,348 or £850 to £1,060—dependent on qualifications. AGREEMENT only.

Applicants should possess a Diploma in Agriculture and must have practical experience in coffee growing or alternatively a reasonable period of service in a coffee-growing area. The post requires some administrative ability and applicants should have some knowledge of agricultural administration and be able to speak Swahili fluently. Appointment on either of the scales will be determined on the basis of experience and qualifications possessed by the selected candidates. The posts are available only on agreement terms but should permanent and pensionable civil servants be selected, arrangements can be made for their secondment to the posts.

Executive Officer Grade I, Ministry of Agriculture and Animal Husbandry (No. 406/66)

Salary scale.—£1,096 to £1,348. PENSIONABLE.

Applicants must be civil servants of Cambridge School Certificate standard of education with considerable knowledge and experience of Government personnel work, accounting procedures and office management. They must have served for not less than one year at Executive Officer Grade II level. Ability to control staff and conduct correspondence is essential and experience of work in an educational institution would be an advantage. Preference will be given to candidates who have successfully completed a course in Office Management or Accounts at the Kenya Institute of Administration. The successful applicant will be posted to the Animal Health and Industry Training Institute, Kabete, where he will be responsible to the Co-Manager of the Institute for the administration of stores, accounts, personnel and transport.

Inspector of Apprenticeship and Trade Testing, Ministry of Labour (No. 407/66)

Salary scale.—£850 to £1,348. PENSIONABLE or AGREEMENT.

Applicants should have a good standard of education, be fluent in English and capable of drafting reports. They must hold a Kenya Government Grade I Trade Test Certificate as Fitter/Turner and be experienced in motor vehicle repair work. They must have held a supervisory appointment in a trade and possession of a relevant City and Guilds Certificate will be an advantage. Duties include instructing apprentices and trade test apprentices and artisans at the National Industrial Vocational Training Centre in Nairobi and out-stations as and when necessary, and also inspecting apprentice training schemes operated by private employers under the Industrial Training Act and giving advice to such employers. The successful candidate may be required to spend some months abroad on further training sponsored by Government.

Examiner of Accounts (11 Posts), Ministry of Co-operatives and Social Services (No. 408/66)

Salary scale.—£850 to £1,060. AGREEMENT only.

Applicants must have passed the Intermediate Examination of a recognized professional accounting body and have considerable experience of budgeting, accounting or auditing and the preparation of final accounts including expenditure control. Posting may be anywhere in Kenya.

Co-operative Auditor (Audit Nucleus) (12 Posts), Ministry of Co-operatives and Social Services (No. 409/66)

Salary scale.—£850 to £1,060. AGREEMENT only.

Applicants must have passed the Intermediate Examination of a recognized professional accounting body and have at least three years' experience of accounting or auditing and the preparation of final accounts, or possess a degree of an approved University with Accountancy as a major field of study, with at least one year accounting or auditing experience in a responsible position. Posting may be anywhere in Kenya.

Accountant Grade III (Two Posts), Ministry of Agriculture and Animal Husbandry (No. 410/66)

Salary scale.—£850 to £1,060. PENSIONABLE.

Applicants must be civil servants of Cambridge School Certificate standard of education with at least four years' Government accounting or auditing experience in a responsible position. Knowledge of Government regulations and the Exchequer System is essential as is ability to control staff and conduct correspondence. Preference will be given to candidates who have passed the Intermediate Examination of a recognized professional accounting body or successfully completed an Advanced Accounts Course at the Kenya Institute of Administration. One post is in the Department of Veterinary Services and the successful candidate will initially be posted to Isiolo in the Livestock Marketing Division, and the second post is in the Ministry's Headquarters.

Storekeeper Grade I, Office of the President (No. 411/66)

Salary scale.—£850 to £1,060. PENSIONABLE.

Applicants must be civil servants, preferably of Cambridge School Certificate standard of education, with a thorough knowledge of Government procedure and considerable experience of Storekeeping. They must have completed at least one year as Storekeeper Grade II. A thorough knowledge of procurement of stores locally and overseas is essential as is ability to control staff and conduct correspondence. The successful candidate will be stationed in Nairobi but may be required to travel for inspection at random.

Senior Inspector (Mechanical) (Two Posts), Ministry of Works (No. 412/66)

Salary scale.—£850 to £1,060. PENSIONABLE or AGREEMENT.

Applicants must be of good education, have completed at least three years' apprenticeship in Mechanical Engineering and have seven or more years' practical experience. They are required to have had some experience in a responsible supervisory appointment including workshop administration, costing and staff control, and must have the right personality to work with members of all races. They must have a good knowledge of machine tools, gas and electric welding, predominant experience in heavy mechanical plant maintenance and repair, and ability to train junior mechanics in their trade.

Senior Receptionist (Men) Nairobi Airport, Ministry of Power and Communications (No. 413/66)

Salary scale.—£850 to £1,060. PENSIONABLE or AGREEMENT.

Applicants should have had experience as Security Officer or Police Service with administrative experience, in a rank not lower than Inspector, and should be familiar with the security requirements of an international airport. The post entails the training and supervising of civilian staff employed on security duties. The selected candidate will be responsible for the enforcement of airport regulations, and may be required to work outside normal hours. He will also be expected to obtain the Adult First Aid Certificate of the St. John's Ambulance Association within the first 12 months of appointment.

Inspector (Mechanical) (Six Posts), Ministry of Works (No. 414/66)

Salary scale.—£700 to £988. PENSIONABLE or AGREEMENT.

Applicants must be of good education and should have completed at least three years' apprenticeship in Mechanical Engineering, though in special cases consideration will be given to accepting four to six years' approved experience in lieu of apprenticeship. In addition, candidates are required to have four years' field experience as well as some practice with gas and electric welding. A knowledge of Heavy Mechanical Plant maintenance and repair is required and ability to control staff and assist in the training of juniors is essential. Applicants must be prepared to serve anywhere in Kenya.

Assistant Co-operative Officer (Ten Posts), Ministry of Co-operatives and Social Services (No. 415/66)

Salary scale.—£670 to £820. AGREEMENT only.

Applicants must be of at least Cambridge School Certificate standard of education, with at least three years' managerial, administrative or commercial experience. Practical experience of Co-operatives and the Coffee Industry is essential. The posts are available only on agreement terms but should permanent and pensionable civil servants be selected arrangements can be made for their secondment to the posts.

Co-operative Assistant Auditor (Audit Nucleus) (24 Posts), Ministry of Co-operatives and Social Services (No. 416/66)

Salary scale.—£670 to £820. AGREEMENT only.

Applicants must have passed the Cambridge School Certificate examination or General Certificate of Education, and in addition, possess at least the Royal Society of Arts Stage II Book-keeping or its equivalent, and have at least three years' accounting or audit experience. Posting may be anywhere in Kenya.

Senior Laboratory Assistant, Ministry of Agriculture and Animal Husbandry (No. 417/66)

Salary scale.—£600 to £820. PENSIONABLE.

Applicants must be civil servants, preferably of Cambridge School Certificate standard of education, with at least four years' general laboratory experience. They must be fully conversant with the operation of the field compliment fixation test for contagious Bovine Pleuro Pneumonia, and have the ability to supervise staff and organize field operations of a mobile testing unit which requires considerable administrative ability. The successful applicant will be stationed at the Veterinary Laboratory, Kabete, and will be required to spend extensive periods camping with the mobile testing units in remote areas,

GAZETTE NOTICE No. 4306

THE LOCAL GOVERNMENT STAFF COMMISSION

VACANCIES

APPLICATIONS are invited for the following posts and should be submitted to the Secretary, Local Government Staff Commission, P.O. Box 30004, Nairobi, so as to reach him by 5th December 1966.

In all cases preference will be given to qualified candidates who are Kenya citizens.

Clerk to the Council—Murang'a County Council

Salary scale.—£1,440 to £2,016 p.a.

Applicants should be qualified advocates in accordance with the provisions of the Advocates Act, or be in possession of a professional Secretarial, or have had considerable experience of Local or Central Government administration.

Treasurer to the Council—Murang'a County Council

Salary scale.—£1,440 to £2,016 p.a.

Applicants should be members of the Institute of Municipal Treasurers and Accountants or of any of the professional bodies specified in the first column of the Schedule to the Accountants (Designation) Act. Consideration will also be given to persons in possession of the Intermediate Examination of the I.M.T.A., or have had considerable experience as Senior Member in the Finance Department of a Local Authority or Central Government.

The point of entry into the scale may be above the minimum for a person with suitable experience and qualifications. Progression past £1,598 will be dependent upon possession of approved qualification.

There is no special form of application, but applicants should submit applications in their hand-writing stating age, qualifications, experience and marital status, together with the names and addresses of two responsible persons to whom reference can be made.

Detailed particulars of the Council's terms and conditions of service will be furnished to all applicants selected for interview.

N.B.—Applicants who do not receive further communication from the Commission other than acknowledgement of their application by 31st December 1966, may assume that their applications have been unsuccessful.

F. M. NG'ANG'A,
Secretary,
Local Government Staff Commission.

GAZETTE NOTICE No. 4307

THE LOCAL GOVERNMENT STAFF COMMISSION

VACANCY

APPLICATIONS are invited for the following post and should be submitted to the Secretary, Local Government Staff Commission, P.O. Box 30004, Nairobi, so as to reach him by not later than Monday, 12th December 1966.

In all cases preference will be given to qualified candidates who are Kenya citizens.

Deputy Treasurer—Gusii County Council

Salary scale.—£670 by £30 to £850 by £30 to £880 by £36 to £1,024 p.a.

Applicants should at least possess a Cambridge School Certificate or its equivalent and have a wide experience in Central or Local Government Finance. Preference will be given to candidates possessing any accountancy qualification, preferably having passed an Intermediate Examination in Accountancy.

The commencing salary will depend on qualifications and experience. Progression past £850 will be dependent upon possession of approved qualification.

There is no special form of application, but applicants should submit applications in their hand-writing stating age, qualifications, experience and marital status, together with the names and addresses of two responsible persons to whom reference can be made.

Detailed particulars of the Council's terms and conditions of service will be furnished to all applicants selected for interview.

No acknowledgement will be made to applications that do not meet the requirements of this advertisement.

Candidates who do not receive an invitation to attend for interview by Tuesday, 10th January 1967, should consider their applications to have been unsuccessful.

F. M. NG'ANG'A,
Secretary,
Local Government Staff Commission.

GAZETTE NOTICE No. 4308

THE MINISTRY OF HOME AFFAIRS

VACANCIES

Probation Officer Grade IV (Ten posts), Ministry of Home Affairs (Probation Services)

Salary scale.—£236 to £440. PENSIONABLE.

APPLICATIONS for the above posts must be submitted in triplicate on Form PSC.2, to the Principal Probation Officer, P.O. Box 2335, Nairobi, to reach him by 16th December 1966. Civil servants must submit their applications through their Heads of Departments in triplicate on Form PSC.2A.

Applicants should be between 21 and 35 years of age and must have completed four years' Secondary Education. After satisfactory completion of training, successful candidates will be considered for promotion to Probation Officer Grade III.

Nairobi,
15th November 1966.

NAEM-UD-DEEN,
for Permanent Secretary.

GAZETTE NOTICE No. 4309

THE AGRICULTURE ACT

(Cap. 318)

FARM FOR SALE

IN EXERCISE of his powers under section 187 of the Agriculture Act, the Minister for Agriculture and Animal Husbandry hereby offers for sale by public tender the undermentioned farm:—

L.R. No. 7572/1, Lumbwa, the property of Salwatai arap Mwangoris.

The farm is 331 acres in extent and consists of undeveloped land with some buildings in poor condition. Tenderers should satisfy themselves as to the accuracy of this information.

Tenders must be able to satisfy the Kericho District Agricultural Committee of their agricultural ability and their financial resources. Cash offers will receive priority, but if a loan is required to assist in the purchase of the property, tenderers must be able to deposit at least 50 per cent of the price offered with the Land and Agricultural Bank of Kenya. There is no guarantee that the Bank will be in a position to offer a loan.

The farm may be viewed by arrangement with this Board's Senior Group Manager, L. A. Condon, Private Bag, Kericho.

No tender below Sh. 20,000 will be considered.

Tenders in sealed envelopes must reach the undersigned on or before 15th December 1966.

B. B. F. RUSSELL,
Assistant Secretary,
Central Agricultural Board.

GAZETTE NOTICE No. 4310

THE AGRICULTURE ACT

(Cap. 318)

FARM FOR SALE

IN EXERCISE of his powers under section 187 of the Agriculture Act, the Minister for Agriculture and Animal Husbandry hereby offers for sale by public tender the undermentioned farm, the property of F. D. P. Wicker:—

L.R. No. 6087 of 561 acres, Fort Ternan Area.

The farm is situated to the south of the railway line at Fort Ternan. It is suitable for the grazing of cattle and has a small acreage under oranges. A spray race for cattle is included.

The farm will be sold subject to the preservation of an archeological site which will be under the control of the Minister for Natural Resources.

Tenders must be able to satisfy the Kericho District Agricultural Committee of their agricultural ability and their financial resources. Cash offers will receive priority, but if a loan is required to assist in the purchase of the property, tenderers must be able to deposit at least 50 per cent of the price offered with the Land and Agricultural Bank of Kenya. There is no guarantee that the Bank will be in a position to offer a loan.

The farm may be viewed by arrangement with this Board's Senior Group Manager, L. A. Condon, Private Bag, Kericho.

Tenders below Sh. 50,000 will not be considered.

Tenders in sealed envelopes must reach the undersigned on or before 15th December 1966.

B. B. F. RUSSELL,
Assistant Secretary,
Central Agricultural Board.

GAZETTE NOTICE NO. 4227

THE GOVERNMENT LANDS ACT

(Cap. 280)

INDUSTRIAL AREA, NAIROBI—LIGHT INDUSTRIAL PLOTS:
BURNLEY ROAD

THE Commissioner of Lands invites applications for plots of land in the Light Industrial Area, Nairobi, for light industrial purposes as described in the Schedule hereto. A plan of the area may be seen in the Lands Department, or may be obtained by post on payment of Sh. 4 post free, from the Public Map Office, P.O. Box 30089, Nairobi.

2. Applications must be sent so as to reach the Commissioner of Lands not later than noon, 9th December 1966.

3. Applicants must enclose with their application their cheque for Sh. 1,000 drawn on the applicant's own banking account (no other cheques will be accepted) made payable to the Commissioner of Lands as a deposit, which will be dealt with as follows:—

- (a) If the applicant is offered and takes up and pays for the plot within the period of 14 days as required by Condition No. 5 below, the deposit will be credited to him.
- (b) If the application is unsuccessful the applicant's deposit will be returned to him.
- (c) If the application is successful and the applicant fails to take up and pay for the plot offered to him within the period of 14 days as required by Condition No. 5 below, the Commissioner of Lands may declare the deposit forfeited and the applicant shall have no further claim thereto.

4. Each application should be accompanied by a statement indicating—

- (a) the amount of capital it is proposed to spend on the project;
- (b) the amount of actual capital available for development with a banker's letter, or other evidence of financial status in support;
- (c) the manner in which it is proposed to raise the balance of capital required for development if any;
- (d) full details of the proposed trade(s) should be submitted;
- (e) whether the applicant runs an established business or whether it is proposed to start a new business or sell/sublet the premises.

5. The successful allottee of the plot shall pay to the Commissioner of Lands within 14 days of notification that his application has been successful the stand premium and proportion of the annual rental together with survey, conveyancing, stamp duty and registration fees, contribution in lieu of rates and provisional charges. In default of payment within the specified time the Commissioner of Lands may cancel the allotment and the applicant shall have no claim to the plot.

General Conditions

1. The grant will be made under the provisions of the Government Lands Act (Cap. 280 of the Laws of Kenya) and title will be issued under the Registration of Titles Act (Cap. 281).

2. The grant will be issued in the name of the allottee as given in the letter of application and will be subject to the Special Conditions set out below.

3. The term of the grant will be for 99 years from the 1st day of the month following the issue of the letter of allotment.

Special Conditions

1. No buildings shall be erected on the land nor shall additions or external alterations be made to any buildings otherwise than in conformity with plans and specifications previously approved in writing by the Commissioner of Lands and the local authority. The Commissioner shall not give his approval unless he is satisfied that the proposals are such as to develop the land adequately and satisfactorily.

2. The grantee shall within six months of the commencement of the term submit in triplicate to the local authority and the Commissioner of Lands, plans (including block plans showing the positions of the buildings and a system of drainage for the disposal of sewage, surface and sullage water), drawings, elevations and specifications of the buildings the grantee proposes to erect on the land and shall within 24 months of the commencement of the term complete the erection of such

buildings and the construction of the drainage system in conformity with such plans, drawings, elevations and specifications as amended (if such be the case) by the Commissioner:

Provided that notwithstanding anything to the contrary contained in or implied by the Government Lands Act (Cap. 280), if default shall be made in the performance or observance of any of the requirements of this condition it shall be lawful for the Commissioner of Lands or any person authorized by him on behalf of the President to re-enter into and upon the land or any part thereof in the name of the whole and thereupon the term hereby created shall cease but without prejudice to any right of action or remedy of the President or the Commissioner in respect of any antecedent breach of any condition herein contained.

3. The grantee shall maintain in good and substantial repair and condition all buildings at any time erected on the land.

4. Should the grantee give notice in writing to the Commissioner of Lands that he/she/they is/are unable to complete the buildings within the period aforesaid the Commissioner of Lands shall (at the grantee's expense) accept a surrender of the land comprised herein:

Provided further that if such notice as aforesaid shall be given (1) within 12 months of the commencement of the term the Commissioner of Lands shall refund to the grantee 50 per centum of the stand premium paid in respect of the land, or (2) at any subsequent time prior to the expiration of the said building period the Commissioner of Lands shall refund to the grantee 25 per centum of the said stand premium. In the event of notice being given after the expiration of the said building period no refund shall be made.

5. The land and buildings shall only be used for inoffensive light industrial purposes.

6. The land shall not be used for the purposes of any trade or business which the Commissioner of Lands considers to be dangerous or offensive.

7. The grantee shall not subdivide the land.

8. The grantee shall not sell, transfer, sublet, charge or part with the possession of the land or any part thereof except with the prior consent in writing of the President: no application for such consent (except in respect of a loan required for building purposes) will be considered until Special Condition No. 2 has been performed.

9. The grantee shall pay to the Commissioner of Lands on demand such sum as the Commissioner may estimate to be the proportionate cost of constructing all roads and drains and sewers serving or adjoining the land and shall on completion of such construction and the ascertainment of the actual proportionate cost either pay (within seven days of demand) or be refunded the amount by which the actual proportionate cost exceeds or falls short of the amount paid as aforesaid.

10. The grantee shall from time to time pay to the Commissioner of Lands on demand such proportion of the cost of maintaining all roads and drains serving or adjoining the land as the Commissioner may assess.

11. Should the Commissioner of Lands at any time require the said roads to be constructed to a higher standard the grantee shall pay to the Commissioner on demand such proportion of the cost of such construction as the Commissioner may assess.

12. The grantee shall pay such rates, taxes, charges, duties, assessments or outgoings of whatever description as may be imposed, charged or assessed by any Government or local authority upon the land or the buildings erected thereon, including any contribution or other sum paid by the President in lieu thereof.

13. The President or such person or authority as may be appointed for the purpose shall have the right to enter upon the land and lay and have access to water mains, service pipes and drains, telephone or telegraph wires and electric mains of all descriptions, whether overhead or underground and the grantee shall not erect any building in such a way as to cover or interfere with any existing alignments of main or service pipes or telephone or telegraph wires and electric mains.

SCHEDULE

L.R. No.	Area	Stand Premium	Annual Rent	Road Charges	Survey Fees	
					Acres	Sh.
209/2828	0.2427	10,400	2,080	4,536/95	199	
209/5420	0.1588	7,000	1,400	2,908/30	199	
209/5421	0.1588	7,000	1,400	2,908/30	199	
209/3519	0.1487	5,600	1,120	2,908/30	199	

GAZETTE NOTICE No. 4228

THE GOVERNMENT LANDS ACT
(Cap. 280)

**PLOTS FOR RESIDENCE, BUSINESS-CUM-RESIDENCE AND WORKSHOP,
GARAGE OR GODOWN**

THE Commissioner of Lands, on behalf of the President, gives notice that the plots in Kisumu Municipality as described in the Schedule hereto are available for alienation and applications are invited for the direct grants of the individual plots.

2. A plan of the plots may be seen at the Public Map Office situated in the Lands Department Building, City Square, Nairobi, or at the office of the Town Clerk, P.O. Box 105, Kisumu, or may be obtained from the Public Map Office, P.O. Box 30089, Nairobi, on payment of Sh. 3 post free.

3. Applications should be submitted to the Commissioner of Lands, Nairobi, through the Town Clerk, Kisumu, stating the plot required in order of preference.

4. Applications must be sent so as to reach the Town Clerk, Kisumu, not later than noon on the 5th day of December 1966.

5. Applications must not be sent direct to the Commissioner of Lands.

6. Applicants must enclose with their applications their cheque for Sh. 1,000 as a deposit, which will be dealt with as follows:—

- (a) If the applicant is offered and takes up and pays for a plot within a period of 14 days as required in paragraph 5 below, the deposit will be credited to him.
- (b) If the application is unsuccessful the applicant's deposit will be returned to him.
- (c) If the application is successful and the applicant fails to take up and pay for the plot offered to him within a period of 14 days as required in paragraph 5 of the General Conditions, the Commissioner of Lands may declare the deposit forfeited and the applicant shall have no further claim thereto.

General Conditions

1. The ordinary conditions applicable to township grants of this nature except as varied hereby shall apply to this grant.

2. The grant will be made under the provisions of the Government Lands Act (Cap. 280 of the Laws of Kenya) and title will be issued under the Registration of Titles Act (Cap. 281).

3. The grant will be issued in the name of the allottee as stated in the letter of application.

4. The term of the grant will be for 99 years from the 1st day of the month following the notification of the approval of the grant.

5. Each allottee of a plot shall pay to the Commissioner of Lands within 14 days of notification that his application has been approved, the initial estimated amount for the construction of roads and drains to serve the plot, the assessed stand premium and proportion of annual rent, together with the survey fees payable in respect of the preparation and registration of the grant (Sh. 225) and the stamp duty in respect of the grant (approximately 2 per cent of the stand premium and annual rent). In default of payment within the specified time the Commissioner of Lands may cancel the allocation and the applicant shall have no further claim to the grant of the plot.

Special Conditions

1. No buildings shall be erected on the land nor shall additions or external alterations be made to any buildings otherwise than in conformity with plans and specifications previously approved in writing by the Commissioner of Lands and the local authority. The Commissioner shall not give his approval unless he is satisfied that the proposals are such as to develop the land adequately and satisfactorily.

2. The grantee shall within six months of the commencement of the term submit in triplicate to the local authority and the Commissioner of Lands, plans (including block plans showing the positions of the buildings and a system of drainage for the disposal of sewage, surface and sullage water), drawings, elevations and specifications of the buildings the grantee proposes to erect on the land and shall within 24 months of the commencement of the term complete the erection of such buildings and the construction of the drainage system in conformity with such plans, drawings, elevations and specifications as amended (if such be the case) by the Commissioner:

Provided that if default shall be made in the performance or observance of any of the requirements of this condition it shall be lawful for the Commissioner of Lands or any person authorized by him on behalf of the President of the Republic of Kenya to re-enter into and upon the land or any part thereof in the name of the whole and thereupon the term hereby created shall cease but without prejudice to any right of action or remedy of the President or the Commissioner in respect of any antecedent breach of any condition herein contained.

3. The grantee shall maintain in good and substantial repair and condition all buildings at any time erected on the land.

4. Should the grantee give notice in writing to the Commissioner of Lands that he/she/they is/are unable to complete the buildings within the period aforesaid the Commissioner of Lands shall (at the grantee's expense) accept a surrender of the land comprised herein:

Provided further that if such notice as aforesaid shall be given (1) within 12 months of the commencement of the term the Commissioner of Lands shall refund to the grantee 50 per centum of the stand premium paid in respect of the land, or (2) at any subsequent time prior to the expiration of the said building period the Commissioner of Lands shall refund to the grantee 25 per centum of the said stand premium. In the event of notice being given after the expiration of the said building period no refund shall be made.

5. The land shall not be used for the purpose of any trade or business which the Commissioner of Lands considers to be dangerous or offensive.

6. The grantee shall not subdivide the land without prior written consent of the Commissioner of Lands.

7. The grantee shall not sell, transfer, sublet, charge or part with the possession of the land or any part thereof or any building thereon except with the prior consent in writing of the Commissioner of Lands: no application for such consent (except in respect of a loan required for building purposes) will be considered until Special Condition No. 2 has been performed.

8. The grantee shall pay to the Commissioner of Lands on demand such sum as the Commissioner may estimate to be the proportionate cost of constructing all roads and drains and sewers serving or adjoining the land and shall on completion of such construction and the ascertainment of the actual proportionate cost either pay (within seven days of demand) or be refunded the amount by which the actual proportionate cost exceeds or falls short of the amount paid as aforesaid.

9. The grantee shall from time to time pay to the Commissioner of Lands on demand such proportion of the cost of maintaining all roads and drains serving or adjoining the land as the Commissioner may assess.

10. Should the Commissioner of Lands at any time require the said roads to be constructed to a higher standard the grantee shall pay to the Commissioner on demand such proportion of the cost of such construction as the Commissioner may assess.

11. The grantee shall pay such rates, taxes, charges, duties, assessments or outgoings of whatever description as may be imposed, charged or assessed by any Government or local authority upon the land or the buildings erected thereon, including any contribution or other sum paid by the President of the Republic of Kenya in lieu thereof.

12. The President of the Republic of Kenya or such person or authority as may be appointed for the purpose shall have the right to enter upon the land and lay and have access to water mains, service pipes and drains, telephone or telegraph wires and electric mains of all descriptions whether overhead or underground, and the grantee shall not erect any buildings in such a way as to cover or interfere with any existing alignments of main or service pipes or telephone or telegraph wires and electric mains.

1. Special Conditions in respect of Residential Plots

(a) The land and the buildings shall only be used for private residential purposes and not more than one private dwelling-house with the necessary offices and outbuildings appurtenant thereto shall be erected on the land. A guest house will not be permitted.

(b) The buildings shall not cover more than 50 per centum of the area of land or such lesser area as may be laid down by the local authority in its by-laws.

2. Special Conditions in respect of Workshop, Garage and Godown Plots

(a) The land and the buildings shall only be used for workshop, garage or godown purposes only. An accommodation not exceeding 100 sq. ft. may be provided for caretaker or a night watchman.

(b) The buildings shall not cover more than 90 per centum of the area of land or such lesser area as may be laid down by the local authority in its by-laws.

3. Special Conditions in respect of Plot No. 251

(a) The land and the buildings shall only be used for light industrial purposes approved by the local authority and the Commissioner of Lands and for one private residence only.

(b) The buildings shall not cover more than 50 per centum of the area of land or such lesser area as may be laid down by the local authority in its by-laws.

Dated at Nairobi this 7th day of November 1966.

SCHEDULE No. I
Residential Plots

Plot No.	Area Acres (Approx.)	Stand Premium	Annual Rent	Road Charges (Initial Contribution)	Survey Fees
1148/732	0.0861	586	117/20	Sh. Payable on demand	Sh. 199
1148/733	0.0861	586	117/20	"	199
1148/735	0.0861	586	117/20	"	199
1148/736	0.0861	586	117/20	"	199
1148/737	0.1137	682	136/40	"	199
1148/738	1.1148	690	138	"	199
1148/740	0.1148	690	138	"	199
1148/760	0.0861	400	80	"	199
1148/762	0.0861	586	117/20	"	199
1148/763	0.0861	586	117/20	"	199
1148/764	0.0861	586	117/20	"	199
1148/765	0.0861	586	117/20	"	199
1148/766	0.0850	578	115/60	"	199
1148/767	0.0861	586	117/20	"	199
1148/874	0.643	1,744	348/80	"	199
1148/875	0.868	2,086	417/20	"	199
1148/876	0.625	1,500	300	"	199
1148/877	0.682	1,636	327/20	"	199
1148/878	0.737	1,768	353/60	"	199
1148/879	0.775	1,860	372	"	199
1148/880	0.693	1,664	332/80	2,636/80	199
1148/881	0.689	1,654	330/80	5,243/10	199
1148/882	0.727	1,744	348/80	Payable on demand	199
1148/883	0.918	2,204	440/80	600	199
LXIII				6,209/50	
1148/70	0.816	1,960	392	Payable on demand	
LXVII				Payable on demand	
1148/110	0.2583	2,000	400	Payable on demand	
1148/1030	0.1148	320	64	600	199
1148/1031	0.1148	320	64	600	199
1148/1038	0.1148	320	64	600	199

SCHEDULE No. II
Workshop, Garage or Godown

Plot No.	Area Acres (Approx.)	Stand Premium	Annual Rent	Road Charges (Initial Contribution)	Survey Fees
1148/237	0.1148	Sh. 1,000	Sh. 200	Sh. Payable on demand	Sh. 199
1148/238	0.1148	1,000	200	"	199
1148/240	0.1148	1,000	200	"	199
1148/241	0.1148	1,000	200	"	199
1148/242	0.1148	1,000	200	"	199
1148/243	0.1148	1,000	200	"	199
1148/244	0.1148	1,000	200	"	199
1148/245	0.1148	1,000	200	"	199
1148/246	0.1148	1,000	200	"	199
1148/247	0.1148	1,000	200	"	199
1148/248	0.1148	1,000	200	"	199
1148/249	0.1148	1,000	200	"	199
1148/251	0.1148	1,200	240	"	199

GAZETTE NOTICE No. 4229

THE GOVERNMENT LANDS ACT
(Cap. 280)

KIAMBU DISTRICT, L.R. No. 7539, 12.2 ACRES

THE Commissioner of Lands gives notice that applications are invited for the alienation of the agricultural land detailed here below.

2. Applications must be submitted to the Commissioner of Lands, P.O. Box 30089, Nairobi, to arrive not later than noon on Tuesday, 6th December 1966.

3. A plan of the land may be seen at the Public Map Office, Lands Department, City Square, Nairobi, and copies may be obtained from the Public Map Office on payment of Sh. 4 post free.

SCHEDULE

Description.—L.R. No. 7539.

Locality.—Kiambu District.

Acreage.—12.2 acres.

Unimproved value.—Sh. 4,100.

Annual rent.—Sh. 41.

Term.—Initially for a period of three years being the period required for the fulfilment of the development conditions specified in section 33 of Cap. 280 and thereafter if the development conditions have been fulfilled a freehold agricultural grant will be made upon payment in full of the unimproved value having been made.

Dated at Nairobi this 15th day of November 1966.

G. J. OKELLO-MUKADI,
for Commissioner of Lands.

GAZETTE NOTICE No. 4014

THE GOVERNMENT LANDS ACT

(Cap. 280)

RESIDENTIAL PLOTS, MUGUGA GREEN, NAIROBI

THE Commissioner of Lands gives notice that applications are invited for six unsurveyed plots of land in the above area for the purpose of private residence. A plan of the plots may be seen at the Lands Department, City Square, Nairobi.

Applications may be submitted either for individual plots or for the entire area to be developed as a comprehensive scheme.

Conditions of Sale

1. Applications should be submitted to the Commissioner of Lands, P.O. Box 30089, Nairobi, on or before noon on 2nd December 1966. Applicants must enclose with their applications their cheque for Sh. 1,000 as a deposit made payable to the Commissioner of Lands which will be dealt with as follows:

(a) If the applicant is offered and takes up and pays for the plot within the period of 14 days as required by Condition No. 3 below, the deposit will be credited to him.

(b) If the application is unsuccessful the applicant's deposit will be returned to him.

(c) If the application is successful and the applicant fails to take up and pay for the plot offered to him within the period of 14 days as required by Condition No. 3 below the Commissioner of Lands may declare the deposit forfeited and the applicant shall have no further claim thereto.

2. Each application should be accompanied by a statement indicating the amount of capital it is proposed to spend on the project, with a banker's letter in support.

3. Each allottee of the plot shall pay to the Commissioner of Lands within 14 days of notification that his application has been successful the proportion of the annual rental (where applicable), together with survey, conveyancing, stamp duty, registration fees and provisional assessment for roads and drains charges. In default of payment within the specific time the Commissioner of Lands may cancel the allocation and the claimant shall have no claim to the plot.

General Conditions

1. The grant will be made under the provisions of the Government Lands Act (Cap. 280 of the Revised Edition of the Laws of Kenya), and title will be issued under the Registration of Titles Act (Cap. 281).

The grant will be issued in the name of the allottee as given in the letter of application.

3. The term of the grant will be for 99 years from the first day of the month following the issue of the letter of allotment.

Special Conditions

(applicable to individual plots)

1. No buildings shall be erected on the land nor shall additions or external alterations be made to any buildings otherwise than in conformity with plans and specifications previously approved in writing by the Commissioner of Lands and the local authority. The Commissioner shall not give his approval unless he is satisfied that the proposals are such as to develop the land adequately and satisfactorily.

2. The grantee shall within six months of the commencement of the term submit in triplicate to the local authority and the Commissioner of Lands plans (including block plans showing the positions of the buildings and a system of drainage for the disposal of sewage, surface and sullage water), drawings, elevations and specifications of the buildings the grantee proposes to erect on the land and shall within 24 months of the commencement of the term complete the erection of such buildings and the construction of the drainage system in conformity with such plans, drawings, elevations and specifications as amended (if such be the case) by the Commissioner:

Provided that if default shall be made in the performance or observance of any of the requirements of this condition it shall be lawful for the Commissioner of Lands or any person authorized by him on behalf of the President to re-enter into and upon the land or any part thereof in the name of the whole and thereupon the term hereby created shall cease but without prejudice to any right of action or remedy of the President or the Commissioner in respect of any antecedent breach of any condition herein contained:

Provided further that should the grantee give notice in writing to the Commissioner of Lands that he/they is/are unable to complete the buildings within the period aforesaid the Commissioner of Lands shall (at the grantee's expense) accept a surrender of the land comprised herein:

Provided further that if such notice as aforesaid shall be given (1) within 12 months of the commencement of the term

the Commissioner of Lands shall refund to the grantee 50 per centum of the stand premium paid in respect of the land, or (2) at any subsequent time prior to the expiration of the said building period the Commissioner of Lands shall refund to the grantee 25 per centum of the said stand premium. In the event of notice being given after the expiration of the said building period no refund shall be made.

3. The grantee shall maintain in good and substantial repair and condition all buildings at any time erected on the land.

4. Not more than one private dwelling-house with the necessary offices and outbuildings appurtenant thereto (excluding a guest house) shall be erected on the land.

5. The buildings shall not cover a greater or lesser area of the land as may be laid down by the local authority in its by-laws.

6. The grantee shall not subdivide the land.

7. The grantee shall not sell, transfer, sublet, charge or part with the possession of the land or any part thereof or any buildings thereon except with the prior consent in writing of the Commissioner of Lands: No application for such consent (except in respect of a loan required for building purposes) will be considered until Special Condition No. 2 has been performed.

8. The grantee shall pay to the Commissioner of Lands on demand such sum as the Commissioner may estimate to be the proportionate cost of constructing all roads and drains and sewers serving or adjoining the land and shall on completion of such construction and the ascertainment of the actual proportionate cost either pay (within seven days of demand) or be refunded the amount by which the actual proportionate cost exceeds or falls short of the amount paid as aforesaid.

9. The grantee shall from time to time pay to the Commissioner of Lands on demand such proportion of the cost of maintaining all roads and drains serving or adjoining the land as the Commissioner may assess.

10. Should the Commissioner of Lands at any time require the said roads to be constructed to a higher standard the grantee shall pay to the Commissioner on demand such proportion of the cost of such construction as the Commissioner may assess.

11. The grantee shall pay such rates, taxes, charges, duties, assessments or outgoings of whatever description as may be imposed, charged or assessed by any Government or local authority upon the land or the buildings erected thereon, including any contribution or other sum paid by the President in lieu thereof.

12. The President or such person or authority as may be appointed for the purpose shall have the right to enter upon the land and lay and have access to water mains, service pipes and drains, telephone or telegraph wires and electric mains of all descriptions, whether overhead or underground, and the grantee shall not erect any buildings in such a way as to cover or interfere with any existing alignments of mains or service pipes or telephone or telegraph wires and electric mains.

Special Conditions

(applicable to a grant of the whole area)

1. No buildings shall be erected on the land nor shall additions or external alterations be made to any buildings otherwise than in conformity with the plans and specifications previously approved in writing by the Commissioner of Lands and the local authority. The Commissioner shall not give his approval unless he is satisfied that the proposals are such as to develop the land adequately and satisfactorily.

2. The grantee shall within six months of the commencement of the term submit in triplicate to the local authority and the Commissioner of Lands plans (including block plans showing the positions of the buildings and a system of drainage for the disposal of sewage, surface and sullage water), drawings, elevations and specifications of the buildings the grantee proposes to erect on the land and shall within 24 months of the commencement of the term complete the erection of such buildings and the construction of the drainage system in conformity with such plans, drawings, elevations and specifications as amended (if such be the case) by the Commissioner:

Provided that if default shall be made in the performance or observance of any of the requirements of this condition it shall be lawful for the Commissioner of Lands or any person authorized by him on behalf of the President to re-enter into and upon the land or any part thereof in the name of the whole and thereupon the term hereby created shall cease but without prejudice to any right of action or remedy of the President or the Commissioner in respect of any antecedent breach of any condition herein contained:

Provided further that should the grantee give notice in writing to the Commissioner of Lands that he/they is/are

unable to complete the buildings within the period aforesaid the Commissioner of Lands shall (at the grantee's expense) accept a surrender of the land comprised herein:

Provided further that if such notice as aforesaid shall be given (1) within 12 months of the commencement of the term the Commissioner of Lands shall refund to the grantee 50 per centum of the stand premium paid in respect of the land, or (2) at any subsequent time prior to the expiration of the said building period the Commissioner of Lands shall refund to the grantee 25 per centum of the said stand premium. In the event of notice being given after the expiration of the said building period no refund shall be made.

3. The grantee shall maintain in good and substantial repair and condition all buildings at any time erected on the land.

4. Six private dwelling-houses with the necessary offices and outbuildings appurtenant thereto (excluding a guest house) shall be erected on the land. No further dwelling-houses shall be erected without the consent of the Commissioner of Lands and upon such terms and conditions as he may lay down.

5. The buildings shall not cover a greater or lesser area of the land as may be laid down by the local authority in its by-laws.

6. The grantee shall not subdivide the land without the prior consent in writing of the Commissioner of Lands.

7. The grantee shall not sell, transfer, sublet, charge, or part with the possession of the land or any part thereof or any buildings thereon except with the prior consent in writing of the Commissioner of Lands: no application for such consent (except in respect of a loan required for building purposes) will be considered until Special Condition No. 2 has been performed.

8. The grantee shall pay to the Commissioner of Lands on demand such sum as the Commissioner may estimate to be the proportionate cost of constructing all roads and drains and sewers serving or adjoining the land and shall on completion of such construction and the ascertainment of the actual proportionate cost either pay (within seven days of demand) or be refunded the amount by which the actual proportionate cost exceeds or falls short of the amount paid as aforesaid.

9. The grantee shall from time to time pay to the Commissioner of Lands on demand such proportion of the cost of maintaining all roads and drains serving or adjoining the land as the Commissioner may assess.

10. Should the Commissioner of Lands at any time require the said roads to be constructed to a higher standard the grantee shall pay to the Commissioner on demand such proportion of the cost of such construction as the Commissioner may assess.

11. The grantee shall pay such rates, taxes, charges, duties, assessments or outgoings of whatever description as may be imposed, charged or assessed by any Government or local authority upon the land or the buildings erected thereon, including any contribution or other sum paid by the President in lieu thereof.

12. The President or such person or authority as may be appointed for the purpose shall have the right to enter upon the land and lay and have access to water mains, service pipes and drains, telephone or telegraph wires and electric mains of all descriptions, whether overhead or underground, and the grantee shall not erect any buildings in such a way as to cover or interfere with any existing alignments of mains or service pipes or telephone or telegraph wires and electric mains.

SCHEDULE

A.—Individual plots of approximately 1 acre each

The unsurveyed individual plots are numbered 1 to 6 on the plan and in each case the fees payable will be as follows:—

Stand premium.—Sh. 2,400 per plot.

Annual rent.—Sh. 480 per plot.

Initial provisional estimate of road charges.—Sh. 11,680 per plot.

Survey fees.—To be assessed.

B.—The whole area to be developed as a comprehensive scheme

The whole area comprises approximately 6 acres, and the fees payable will be as follows:—

Stand premium.—Sh. 12,000.

Annual rent.—Sh. 2,400.

Initial provisional estimate of road charges.—Sh. 70,000.

Survey fees.—To be assessed.

GAZETTE NOTICE NO. 3914

THE GOVERNMENT LANDS ACT

(Cap. 280)

CITY OF NAIROBI—CITY SQUARE PLOT
L.R. Nos. 209/4869 and 4870

THE Commissioner of Lands gives notice that the above-mentioned plots are available for alienation and invites applications therefor in terms of proposals for development.

2. The purposes to which the plots may be put are either showrooms and offices, or showrooms, offices and flats. Applicants should state in their applications which use they require.

3. A plan of the site may be inspected at the Lands Department, City Square, Nairobi or a copy may be obtained at the Public Map Office, P.O. Box 30089, Nairobi, on payment of Sh. 4 post free

Conditions of Sale

1. Sealed envelopes marked "Tender for City Square Plots" must be deposited with the undersigned before noon on 25th November 1966.

2. Tenders should be accompanied by a statement indicating:—

- (a) The detailed proposals of the tender for the development of the site. Proposals must be in accordance with the City by-laws;
- (b) the amount of capital available for development purposes supported by a letter of reference from the applicant's bankers.

3. The successful tenderers will be required to pay within 28 days of notification that their tenders have been accepted 25 per cent of the stand premium set out in the Schedule together with the proportionate amount of rent, the survey fees and fees payable in respect of the preparation and registration of the title, together with the stamp duty (which is approximately 2 per cent of the purchase price and 1 per cent of the rent).

4. The balance of the purchase price will be payable on demand prior to the issue of title.

5. In the consideration of tenders regard will be paid to the relative merits of the proposals for construction, both immediate and long term, and the financial sufficiency of the tenderer to undertake such construction.

6. The stand premium and annual rent will be as laid down in the Schedule.

General Conditions

1. The grant will be made under the Government Lands Act (Cap. 280 of the Revised Edition of the Laws of Kenya), and title will be issued under the Registration of Titles Act. The term of the grant will be 99 years from the first day of the month following the notification of approval of the grant.

Special Conditions

1. No buildings shall be erected on the land nor shall additions or external alterations be made to any buildings otherwise than in conformity with plans and specifications previously approved in writing by the Commissioner of Lands and the local authority. The Commissioner shall not give his approval unless he is satisfied that the proposals are such as to develop the land adequately and satisfactorily.

2. The grantee shall within six months of the commencement of the term submit in triplicate to the local authority and the Commissioner of Lands plans (including block plans showing the positions of the buildings and a system of drainage for the disposal of sewage, surface and sullage water), drawings, elevations and specifications of the buildings the grantee proposes to erect on the land and shall within 36 months of the commencement of the term complete the erection of such buildings and construction of the drainage system in conformity with such plans, drawings, elevations and specifications as amended (if such be the case) by the Commissioner.

Provided that notwithstanding anything to the contrary contained in or implied by the Government Lands Act (Cap. 280), if default shall be made in the performance or observance of any of the requirements of this condition it shall be lawful for the Commissioner of Lands or any person authorized by him on behalf of the President to re-enter into and upon the land or any part thereof in the name of the whole and thereupon the term hereby created shall cease but without prejudice to any right of action or remedy of the President or the Commissioner in respect of any antecedent breach of any condition herein contained.

3. The grantee shall maintain in good and substantial repair and condition all buildings at any time erected on the land.

4. The land and buildings shall only be used for showrooms and offices, or showrooms, offices and flats. (Depending on the applicants requirements as stated in paragraph 2 above.)

5. Subject to compliance with the City Council's by-laws in connexion with the height and coverage the maximum sum total of the plinth areas, measured at each and every floor level, permitted to the plot shall not exceed 4.5 times the area of the plot. The floor area of any basement wholly below ground level may be excluded from the calculation.

6. The land shall not be used for the purposes of any trade or business which the Commissioner of Lands considers to be dangerous or offensive.

7. The grantee shall not subdivide the land.

8. The grantee shall not sell, transfer, sublet, charge or part with the possession of the land or any part thereof except with the prior consent in writing of the Commissioner of Lands, no application for such consent (except in respect of a loan required for building purposes) will be considered until Special Condition No. 1 has been performed:

Provided that such consent shall not be required for the letting of individual showrooms, offices and flats.

9. The grantee shall pay to the Commissioner of Lands on demand such sum as the Commissioner may estimate to be the proportionate cost of constructing all roads, pedestrian ways, and drains and sewers serving or adjoining the land and shall on completion of such construction and the ascertainment of the actual proportionate cost either pay (within seven days of demand) or be refunded, the amount by which the actual proportionate cost exceeds or falls short of the amount paid as aforesaid.

10. The grantee shall from time to time pay to the Commissioner of Lands on demand such proportion of the cost of maintaining all roads, pedestrian ways and drains serving or adjoining the land as the Commissioner may assess.

11. Should the Commissioner of Lands at any time require the said roads and pedestrian ways to be constructed to a higher standard the grantee shall pay to the Commissioner on demand such proportion of the cost of such construction as the Commissioner may assess.

12. The grantee shall pay such rates, taxes, charges duties, assessments or outgoings of whatever description as may be imposed, charged or assessed by any Government or Local Authority upon the land or the buildings erected thereon, including any contribution or other sum paid by the President in lieu thereof.

13. The President or such person or authority as may be appointed for the purposes shall have the right to enter upon the land and lay and have access to water mains, service pipes and drains, telephone or telegraph wires and electric mains of all descriptions, whether overhead or underground, and the grantee shall not erect any building in such a way as to cover or interfere with any existing alignments of main or service pipes or telephone or telegraph wires and electric mains.

Dated at Nairobi this 19th day of October 1966.

J. A. O'LOUGHLIN,
Commissioner of Lands.

SCHEDULE*(a) Showrooms and Offices (L.R. 209/4869)*

Area.—0.340 acres (approximately).

Stand Premium.—Sh. 118,480.

Annual Rent.—Sh. 23,696.

Roads and Drains.—Sh. 40,000 (provisional).

Survey Fees.—Sh. 199.

Showrooms, Offices and Flats

Stand Premium.—Sh. 133,290.

Annual Rent.—Sh. 26,658.

(b) Showrooms and Offices (L.R. 209/4870)

Area.—0.340 acres (approximately).

Stand Premium.—Sh. 133,290.

Annual Rent.—Sh. 26,258.

Roads and Drains.—Sh. 40,000 (provisional).

Survey Fees.—Sh. 199.

Showrooms, Offices and Flats

Stand Premium.—Sh. 148,100.

Annual Rent.—Sh. 29,620.

GAZETTE NOTICE NO. 4125

THE GOVERNMENT LANDS ACT
(Cap. 280)

CITY OF NAIROBI—JEEVANJEE STREET, L.R. No. 209/4988

THE Commissioner of Lands gives notice that the above-mentioned plot is available for alienation and invites applications therefor in terms of proposals for development.

2. The use to which the plot may be put is shops, offices and flats.

3. A plan of the site may be inspected at the Lands Department, City Square, Nairobi, or a copy may be obtained at the Public Map Office, P.O. Box 30089, Nairobi, on payment of Sh. 4 post free.

Conditions of Sale

1. Sealed envelopes marked "Tender for Jeevanjee Street Plot" must be deposited with the undersigned before noon on 2nd December 1966.

2. Tenders should be accompanied by a statement indicating:—

- (a) The detailed proposals of the tender for the development of the site. Proposals must be in accordance with the City By-laws;
- (b) the amount of capital available for development purposes supported by a letter of reference from the applicant's bankers.

3. The successful tenderers will be required to pay within 28 days of notification that their tenders have been accepted the stand premium set out in the Schedule together with the proportionate amount of rent, the survey fees and fees payable in respect of the preparation and registration of the title, together with the stamp duty.

4. In the consideration of tenders regard will be paid to the relative merits of the proposals for construction, both immediate and long term, and the financial sufficiency of the tenderer to undertake such construction.

5. The stand premium and annual rent will be as laid down in the Schedule.

General Conditions

1. The grant will be made under the Government Lands Act (Cap. 280 of the Revised Edition of the Laws of Kenya), and title will be issued under the Registration of Titles Act. The term of the grant will be 99 years from the first day of the month following the notification of approval of the grant.

Special Conditions

1. No buildings shall be erected on the land nor shall additions or external alterations be made to any buildings otherwise than in conformity with plan and specifications previously approved in writing by the Commissioner of Lands and the local authority. The Commissioner shall not give his approval unless he is satisfied that the proposals are such as to develop the land adequately and satisfactorily.

2. The grantee shall within six months of the commencement of the term submit in triplicate to the local authority and the Commissioner of Lands plans (including block plans showing the positions of the buildings and a system of drainage for the disposal of sewage, surface and sullage water), drawings, elevations and specifications of the buildings the grantee proposes to erect on the land and shall within 24 months of the commencement of the term complete the erection of such buildings and construction of the drainage system in conformity with such plans, drawings, elevations and specifications as amended (if such be the case) by the Commissioner:

Provided that notwithstanding anything to the contrary contained in or implied by the Government Lands Act (Cap. 280), if default shall be made in the performance or observance of any of the requirements of this condition it shall be lawful for the Commissioner of Lands or any person authorized by him on behalf of the President to re-enter into and upon the land or any part thereof in the name of the whole and thereupon the term hereby created shall cease but without prejudice

to any right of action or remedy of the President or the Commissioner in respect of any antecedent breach of any condition herein contained.

3. The grantee shall maintain in good and substantial repair and condition all buildings at any time erected on the land.

4. The land and buildings shall only be used for shops, offices and flats.

5. Subject to compliance with the City Council's By-laws in connexion with the height and coverage the maximum sum total of the plinth areas, measured at each and every floor level, permitted to the plot shall not exceed 4.5 times the area of the plot. The floor area of any basement wholly below ground level may be excluded from the calculation.

6. The land shall not be used for the purposes of any trade or business which the Commissioner of Lands considers to be dangerous or offensive.

7. The grantee shall not subdivide the land.

8. The grantee shall not sell, transfer, sublet, charge or part with the possession of the land or any part thereof except with the prior consent in writing of the Commissioner of Lands, no application for such consent (except in respect of a loan required for building purposes) will be considered until Special Condition No. 1 has been performed:

Provided that such consent shall not be required for the letting of individual shops, offices and flats.

9. The grantee shall pay to the Commissioner of Lands on demand such sum as the Commissioner may estimate to be the proportionate cost of constructing all roads, pedestrian ways and drains and sewers serving or adjoining the land and shall on completion of such construction and the ascertainment of the actual proportionate cost either pay (within seven days of demand) or be refunded, the amount by which the actual proportionate cost exceeds or falls short of the amount paid as aforesaid.

10. The grantee shall from time to time pay to the Commissioner of Lands on demand such proportion of the cost of maintaining all roads, pedestrian ways and drains serving or adjoining the land as the Commissioner may assess.

11. Should the Commissioner of Lands at any time require the said roads and pedestrian ways to be constructed to a higher standard the grantee shall pay to the Commissioner on demand such proportion of the cost of such construction as the Commissioner may assess.

12. The grantee shall pay such rates, taxes, charges, duties, assessments or outgoings of whatever description as may be imposed, charged or assessed by any Government or local authority upon the land or the buildings erected thereon, including any contribution or other sum paid by the President in lieu thereof.

13. The President or such person or authority as may be appointed for the purposes shall have the right to enter upon the land and lay and have access to water mains, service pipes and drains, telephone or telegraph wires and electric mains of all descriptions, whether overhead or underground, and the grantee shall not erect any building in such a way as to cover or interfere with any existing alignments of main or service pipes or telephone or telegraph wires and electric mains.

Dated at Nairobi this 8th day of November 1966.

J. A. O'LOUGHLIN,
Commissioner of Lands.

SCHEDULE

Plot No.—L.R. 209/4988.

Area.—0.1696 acres (approximately).

Stand premium.—Sh. 51,800.

Annual rent.—Sh. 10,360.

Roads and drains charges.—Sh. 11,008.

Survey fees.—Sh. 35.

GAZETTE NOTICE NO. 4311

THE INDUSTRIAL COURT

CAUSE NO. 62 OF 1966

Parties:

Kenya Timber and Furniture Workers' Union
and
Timber Industries Employers' Association

Issue in dispute:—

The Union's claim that the subject of gratuities should be negotiated as a supplementary agreement.

1. The Kenya Timber and Furniture Workers' Union shall hereinafter be referred to as the Claimants and Timber Industries Employers' Association shall hereinafter be referred to as the Respondents.

2. The Parties were heard in Nairobi on the 18th day of October 1966, and relied on their written and verbal submissions.

GENERAL BACKGROUND

3. The Parties have entered into two agreements covering the urban and rural sections; the urban agreement with effect from the 1st day of August 1965, for a period of two years in respect of all terms and conditions other than wages, the duration for which is 12 months. The rural agreement likewise is for a period of two years in respect of terms and conditions, but from the 1st day of October 1965, the wages duration again being 12 months.

On the 1st of February 1966, the Claimants submitted additional proposals requesting immediate negotiations on the subject of gratuity. The Respondents immediately informed them that, the agreements signed by them provided that, they remain in force for two years except for the special provision relating to wages, therefore, no new negotiations on gratuity could be commenced until the expiration of the existing agreements. The Claimants then wrote to the Permanent Secretary, Ministry of Labour, on the 4th of February 1966, reporting the existence of a trade dispute on this issue together with the issue of uniforms. The dispute was rejected by the Ministry of Labour as no negotiations had taken place and the Permanent Secretary requested the Respondents to arrange for a meeting of the Joint Negotiating Committee. A meeting took place on the 16th of February 1966, but resulted in deadlock. The matter was again referred to the Ministry of Labour and a conciliator was appointed. Various conciliation meetings took place, but the Respondents consistently maintained that the existing agreements must be honoured and that they would not discuss or negotiate on gratuities until the next revision of these agreements. On 1st July 1966, the Claimants pressed for a reference of the dispute to the Industrial Court, but the Respondents refused and the General Secretary of the Claimants gave notice of a general strike to take place on 14th of August 1966. However, in order to prevent a complete breakdown in relations between the Parties, the Respondents eventually agreed to submit the matter to the Industrial Court on the aforesaid issue by signing the notification of dispute form to the Court.

MAIN SUBMISSIONS ON BEHALF OF THE CLAIMANTS

4. The Claimants submitted that since the negotiating machinery had been established between the Parties, agreements covering terms and conditions of service and rates of pay had been negotiated and signed only twice. The Claimants pointed out that, it was desirable and in the interest of the workers to have the terms and conditions of service and rates of pay agreements for only one year because the cost of living was increasing so rapidly that, an annual review was necessary. The Claimants stated that, since the first sawmill was established in this country as early as 1907, the workers had suffered very much due to the absence of any retiral benefits like gratuity and provident fund. The result was that many employees who had served in this industry for more than 40 years had retired with only a month's pay in their pockets and had eventually been reduced to extreme poverty. These employees had been entirely at the mercy of their employers and had eventually become a burden to the Government as they were demanding free shambas, but if they had received some sort of gratuity they would by now be in settlement schemes and could have joined the co-operative societies. The Claimants argued that, this problem required an urgent and immediate attention as too many of the old generations were already beginning to feel unwanted in a world they had helped to build. The Claimants stated that, it would not only be cruel to neglect the old workers, but would also be foolish for the employers to do so. The Claimants demanded the following gratuity scheme:—

- (a) Those employees who had served for over three years should be paid one month's pay for every year of service.
- (b) Those employees who had served continuously for under three years should be paid 15 days' pay for every year of service.

All these payments should be made to an employee when he left his employment, but an employee dismissed for gross misconduct would not be entitled to any gratuity.

The Claimants argued that, as they had not put forward a demand on gratuity at the time when negotiations took place, which had resulted in the aforesaid two agreements, they were not barred from raising this issue at this stage. They stated that they were perfectly within their rights in seeking a supplementary agreement on this issue to which the Parties had at no time directed their attention in the past. The Claimants pointed out that for the aforesaid arguments there was no reason why a gratuity scheme should not be introduced in this industry. The Claimants also argued that, the Unions could withdraw from any agreements they had negotiated at any time in the absence of a specific clause in these agreements prohibiting them from doing so.

MAIN SUBMISSIONS ON BEHALF OF THE RESPONDENTS

5. The Respondents submitted that, the Claimants were not entitled to put forward any fresh demands until the expiry of the aforesaid two agreements because the Parties had after long and somewhat difficult negotiations voluntarily agreed and freely signed agreements providing for two years' standstill on all matters except wages. It was completely wrong for the Claimants several months thereafter to endeavour to commence negotiations on a fringe benefit in respect of which they had every opportunity of raising it during negotiations and, in fact, one aspect of this benefit was touched on during one of the meetings. The Respondents requested the Court to uphold the sanctity of freely negotiated signed agreements and to award in their favour that gratuity could not be the subject of negotiations until the expiry of the aforesaid two agreements in 1967.

The Respondents drew the Court's attention to Minute No. 23 of a Negotiating Committee meeting held on 8th March 1966, which stated as follows:—

"Provident Fund"

Both parties accepted in principle the necessity to provide for the old age of workers and it is therefore agreed that both parties will contribute to the National Provident Fund, and that such contributions shall be in lieu of any other form of provision which individual employers may be making at the time."

The Respondents argued that, there were no reasons justifying a demand during the life of existing agreements and the Court should, therefore, rule accordingly.

AWARD

6. The Court has very carefully considered the various submissions made by both sides and rules that unless there are very special and extenuating circumstances and if the Parties can satisfy the Court that they were not in a position to make a demand on any particular fringe benefit or retirement benefit during the negotiations leading to the existing agreement, it should be allowed to run its full course before any fresh demands are allowed to be made.

In the present case the Court finds no special and extenuating circumstances and, therefore, rules that the Claimants' claim should be rejected for the time being. The Claimants will be at liberty to raise this issue on the expiry of the existing agreements. The Court wishes to state that if it were to rule otherwise it would lead to complete chaos and a breakdown of the industrial relations in the country.

Given in Nairobi this 15th day of November 1966.

SAEED R. COCKAR,
President.

A. A. OCHWADA, M.P.,
Vice-President.

P. E. D. WILSON,
C. MUNENE,
Members.

GAZETTE NOTICE NO. 4312

THE INDUSTRIAL COURT

CAUSE NO. 63 OF 1966

Parties:—

Tailors and Textiles Workers' Union
and

Tent and Canvas Manufacturers' Group of the F.K.E.
comprising:—

Low and Bonar, Ahmed Brothers and Alibhai and Company of Nairobi

Issues in dispute:—

- (1) Wages.
- (2) House Allowance.
- (3) Redundancy "Effective Date on Severance Pay".
- (4) Acting Allowance.
- (5) Duration of Agreement on Terms and Conditions of Service.

1. The Tailors and Textiles Workers' Union shall hereinafter be referred to as the Claimants and the Tent and Canvas Manufacturers' Group shall hereinafter be referred to as the Respondents.

2. The Parties were heard in Nairobi on the 10th and 11th days of October 1966, and relied on their written and verbal submissions.

GENERAL BACKGROUND

3. The agreement governing wages and terms and conditions of service existing between the Parties hereto in relation to the Respondents' employees expired on 31st May 1966. The Claimants had forwarded their proposals for the revision of the said agreement on 31st March 1966. Their demands covered 20 items including wages but during the ensuing discussions and negotiations they decided to compromise on practically all of these. The result being that 14 items were accepted as previously without any change and one was slightly changed after tough bargaining. On the remaining five items which are the issues before the Court now, a deadlock was recorded on 21st June 1966, and the Claimants declared a trade dispute with the Ministry of Labour which was accepted on 28th July 1966. The conciliator held a meeting on 15th August 1966, but no progress was made. Another meeting took place on 18th August 1966, but still no compromise could be reached and the Parties signed the notification of dispute form to the Industrial Court on 19th August 1966.

The position at conciliation on the aforesaid five issues was as follows:—

Wages

The Claimants' demand was that the present minimum wage should be increased by Sh. 50 and those employees who were earning more than the rates allocated for the grades under which they fell should also receive Sh. 50 wage increase. The Respondents on the other hand had offered an increase of Sh. 15 on the current minimum wage up to Sh. 300 per month and from Sh. 300 to Sh. 600 Sh. 10 increase per month.

House Allowance (present wages not consolidated)

(a) The Claimants had demanded a house allowance of Sh. 75 per month for those workers who were earning between Sh. 140 and Sh. 300 per month.

(b) And Sh. 150 for those workers earning between Sh. 300 and Sh. 600 per month.

The Respondents had proposed no alteration to the existing Sh. 35 per month house allowance payable to all employees.

Redundancy (Effective Date)

The Claimants had demanded 14 days' severance pay for every year of service to be calculated from the date of an employee's engagement. The Respondents had offered 11 days' severance pay for each completed year of service from 1960 only.

Acting Allowance

The Claimants had demanded that an employee should be paid an acting allowance after he had worked in an acting capacity for more than 14 days. The Respondents had proposed an acting allowance after 21 days of such work.

Duration Period

The Claimants had suggested that the new agreement be with effect from 1st June 1966, up to 31st May 1967. The Respondents had agreed to the effective date being 1st June 1966, but maintained that whereas the wages agreement should be for a period of one year the agreement covering fringe benefits should be for three years from 1st June 1966.

MAIN SUBMISSIONS ON BEHALF OF THE CLAIMANTS

4. (1) *Wages*.—The Claimants stated that, the present dispute had been brought before the Court because of uncompromising attitude adopted by the Respondents throughout the various stages of the negotiations. The Claimants had all the time been extremely reasonable and had stuck to the concept of give and take in collective bargaining.

The Claimants stated that, the Respondents were operating in Nairobi and represented a major portion of all the tent and canvas business in the country. They had no competitors and one could infer that to a certain degree they enjoyed a monopoly in this business. Moreover, this industry unlike other industries had never suffered from trade restrictions imposed by the neighbouring territories. The Claimants pointed out that, altogether 150 workers were affected by this dispute.

The Claimants submitted that, they had taken into account various economic and social factors when they had made their demand under this issue. They had also considered the declared objective of national wages policy and the Government's determination that the country should be able to move from low-wage economy to high-wage economy. Moreover, the Claimants were committed to raise the standard of living of their members by improving wages and terms and conditions

of employment. The Claimants had put forward the following demands on wages and house allowance:—

<i>Class of Worker</i>	<i>Occupation</i>	<i>Present Wage</i>	<i>Incre- ment</i>	<i>House Allow.</i>	<i>Cons. Total</i>
Class P	Unskilled Labourer.	Sh. 140	50	Sh. 75	Sh. 265
Class O	Semi-Skilled Labourer.	150	50	75	275
Class N	Messenger ..	170	50	75	295
Class M	Sanitary Labourer.	175	50	75	300
Class L	Skilled Worker Machinist Grade III.	190	50	75	315
Class K	Storeman ..	200	50	75	325
Class J	Machinist Grade II.	230	50	75	355
Class I	Telephone Operator.	250	50	75	375
Class H	Machinist Grade I and Driver.	275	50	75	400
Class G	Junior Clerk/ Cutter Grade II.	290	50	75	415
Class F	Shop Assistant	300	50	75	425
Class E	Copy Typist ..	350	50	150	550
Class D	Section Head/ General Clerk.	375	50	150	575
Class C	Cutter Grade I	400	50	150	600
Class B	Accounts Clerk	475	50	150	675
Class A	Leading Hand	600	50	150	800

The Claimants argued that, the cost of living index on which the Respondents were basing their 5 per cent offer should be scrapped and the Government should introduce a new cost of living index with an up-to-date benchmark. The present cost of living index was completely out dated and out of touch with modern trends. They argued that, the Court should take into consideration the fact that the purchasing power of the consumers was determined by the amount of income at their disposal.

The Claimants further contended that, the 5 per cent contribution which the Respondents would be making to the National Social Security Fund would be part of a national sacrifice by both the employer and the worker in order to mobilize local savings. The Claimants wanted to create conditions whereby real wages could be increased, that is, actual value of money wage in terms of what it could buy. The Claimants drew the Court's attention to high rents, increases in taxes and increase in the price of various commodities in support of their demands. The Claimants maintained that, if the workers were to get an increase based on the cost of living only then they would be compensated for the loss of money value and would not really get an increase in wages. The Claimants submitted that, the Respondents overplayed their hands and over-dramatized the efforts by the Trade Unions to raise wages by saying that unemployment would be caused. The Claimants stated that, the wages in this industry were near the subsistence level and, therefore, there was ample scope for upward adjustment.

The Claimants drew the Court's attention to the very encouraging signs in the general business activity of the country's national economy as forecasted by the Minister for Economic Planning and Development. They stated that the Minister had recently said, "the Kenya economy is likely to be more buoyant as agricultural industry recovers from the setbacks of 1965". The Claimants, therefore, concluded that provided Kenya did not have any disaster in 1966, it should be an extremely good year economically and there would be an increase in gross domestic products; production would go up and investment would rise. For these reasons the Claimants requested the Court to make an award in their favour as demanded by them.

(2) *House Allowance*.—The Claimants stated that, at present the workers were being paid a sum of Sh. 35 per month by way of house allowance which was the statutory housing allowance for Nairobi and Mombasa. They submitted that, house allowance was one of the most important fringe benefits in any employment. The Claimants submitted that, as a result of housing shortage due to the increase in urban population, it had become an accepted practice for the employers to assist the workers in solving their housing problems, either by providing them with company houses or by direct grants of subsidy towards rent. The Claimants pointed out that, many employers in the country were paying much higher house allowance to their workers. They also pointed out that, the housing shortage was more severe in smaller towns and the houses that were available in Nairobi were expensive. Due to the shortage of cheap houses and based on the law of supply and demand, it was natural that the rents for the houses should be very high. The Claimants stated that, they were not opposed to the principle of consolidation, but pointed out that this matter had never been discussed with the Respondents. The Claimants requested the Court to award them the house allowance as demanded and stated hereinabove in issue (1).

(3) *Redundancy "Effective Date on Severance Pay".*—The Claimants stated that, the old agreement provided for 11 days' pay for every completed year of service from the date of engagement in the event of redundancy, and they wanted to improve on this by adding another three days. The Respondents had, however, rejected this demand and had made a counter proposal that the effective date for the payment of redundancy pay should be from January 1960 and not from the date of engagement of the various employees. The Claimants strongly resisted this and argued that the only reason why the Respondents wanted this alteration was to escape responsibility in respect of their long-service employees. The Claimants also submitted that, severance pay on redundancy had nothing to do with the National Social Security Fund. They also argued that if the benefit was increased to 14 days for every year of service, it would make calculations much easier.

(4) *Acting Allowance.*—The Claimants submitted that, where an employee is instructed by the Management to undertake the work of an employee in the higher category during the latter's absence in excess of two weeks, he should receive a higher rate of pay whilst so acting. This would increase the worker's confidence, maintain the average work load and provide for the required efficiency without lowering down the standard of performance. The Claimants rejected the idea that, the period of work done in an acting capacity was strictly a matter of probation. The Claimants stated that, in their experience in the past, none of their members had been able to benefit under this heading because they had not been allowed to work in an acting capacity for more than 21 days. Transfer in the Respondents' undertakings was rare and negligible, moreover, it was a general policy in the country to maintain 14 days as the standard period for paying acting allowance. They cited the examples of Singer, Knit Wear, Nakuru Blankets and United Textiles Industries. The Claimants rejected the submissions that, paying a worker higher rate whenever another employee went on leave would be uneconomical on the grounds that, if an employee worked in a higher capacity, he was entitled to higher remuneration.

(5) *Duration of Agreement on Terms and Conditions of Service.*—The Claimants stated that, they had at no time been convinced by the Respondents' arguments to separate wages from fringe benefits and stated that, this demand was unusual, uncalled for and irresponsible. The Claimants pointed out that, they had been very reasonable in the sense that they did insist on changing the existing fringe benefits. In these circumstances the Claimants demanded that, since the effective date had already been agreed to be 1st June 1966, the new agreement based on the Court award should expire on 31st May 1967, and must cover wages and other terms and conditions of service.

The Claimants quoted from "A Textbook of Economics" by J. L. Hanson, "The E.A. Economic Review" and the "Kenya Statistical Digest" in support of their arguments and submitted that, they did not in any way put forward arguments and demands which conflicted with Government policy in respect of social and economic planning.

MAIN SUBMISSIONS ON BEHALF OF THE RESPONDENTS

5. The Respondents submitted that, the three of them employed some 152 employees and they could be generally referred to as "canvas engineers". Whilst certain stock articles were produced, the bulk of the work was related to specific orders for particular articles of industrial use which were designed and made up in the premises of the three organizations. Materials were produced for the use of the country's transportation system, protective clothing for agriculture and the Tea Development Authority, mail bags, tents and equipment for use in mining. The Respondents stated that, it was unusual for items to be ordered in large quantities and it was important that the Court should note the absence of a production line system. The Respondents pointed out that, this wide range of products was not manufactured in Kenya under any Government shelter. For years now the industry had had to compete with the marketing of canvas goods introduced in the country before independence. Surplus army materials from the great military encampments at Mackinnon Road and Kahawa, more recently, military equipment surplus to requirements in the United Kingdom and the U.S.A. was available for purchase at low prices. The East African Railways and Harbours had put out to world-wide tender an order for canvas materials. The Kenya Government itself recently purchased military stores through dealers in London. There was no Government subsidy of the local industry nor were there tax benefits or tariff controls. Certain finished articles (tents and tarpaulins) could only be brought into Kenya under licence, thus the situation had been created that the local market could see goods manufactured in Kenya by numerous other small traders who were importing cheap canvas material and making up articles in small workrooms.

The Respondents submitted that, their intention was to demonstrate the highly competitive nature of their business to underline the vital importance of remaining competitive. Moreover an appreciable market in Uganda and Tanzania was steadily drying up as industrialization in those countries

increased. Both Governments were duty-free importers and preferred to import directly to avoid the payment of import duty which was levied on the raw materials.

The Respondents stated that, due to local and world-wide competition, it was necessary that they should look carefully to the health of their business, as only by high productivity, economic work methods and the trimming of costs could the Respondents continue to function as viable organizations. The Respondents denied that, they had approached the negotiations with uncompromising attitude and stated that, they had been reasonable and willing at all times to bargain with the Claimants.

(1) *Wages.*—The Respondents submitted that, the wage bill had been raised by 5 per cent as a result of the National Social Security Fund and they, therefore, found little room for manoeuvre when negotiations commenced. The Respondents stated that, they were not in a position to make any move as the Claimants' 50 per cent and 60 per cent demands were exorbitant, illogical and not supported by any material in the context of the current economic situation. Subsequently, however, the Respondents had proposed an increase of 5 per cent on the current rates. This offer was made on the basis of relevant Government statistics which established a rise in the cost of living. The point being made was that, the statistics demonstrated an obligation on the part of the Respondents to maintain as far as possible the take home wage at an appropriate level in the face of an eroding purchasing power caused by increased costs.

The Respondents stated that, although they had moved further in conciliation, no agreement had been reached. The Respondents drew the Court's attention to the fact that, most of their competitors paid only wages prescribed by the relevant Wages Council Regulation Order.

(2) *House Allowance.*—The Respondents submitted that, the demand for an increased house allowance was merely another approach to wage enhancement. This was clearly established by the Claimants' demand that, unskilled and skilled labourers, messengers, storemen and sanitary labourers should get Sh. 75 per month and the rest of the staff should receive Sh. 150 per month by way of house allowance. The Respondents submitted that, the Claimants had not substantiated their demands with any evidence and submitted that, their present practice of paying the employees the statutory housing allowance set down in the Regulation of Wages General Order was fair.

(3) *Redundancy "Effective Date on Severance Pay".*—The Respondents pointed out that, two of their members negotiated with the Claimants under a different grouping in respect of another side of their business operations. Negotiated terms and conditions of employment were in force and in respect of this particular item were subject to qualifying clause which set down a specific date for the recognition of employees' service. The employees covered by this qualification worked, in the same premises and alongside employees who were subject to terms and conditions of service negotiated by the Respondents. The Respondents had urged that, there must be uniformity as the absence of uniformity on this particular clause must lead to dissatisfaction among the employees. The Claimants had agreed to the qualifying date of the 1st January 1963, but despite this fact they had shown an unwillingness to apply the same principle to the current negotiations, hence the deadlock.

(4) *Acting Allowance.*—The Respondents submitted that, precedents under this particular heading had been established by the Court in Cause Nos. 17 of 1964, 41 of 1965, 6 of 1966 and 38 of 1966. In each instance the Court had awarded a period in excess of 15 days as being the period appropriate for an employee to act before qualifying for the higher emoluments. Despite the presence of these previous rulings by the Court and the plea by the Respondents for an adequate period in this difficult trade, the Claimants had insisted on a totally unrealistic period of seven days. This, the Respondents had not been able to accept.

(5) *Duration of Agreement on Terms and Conditions of Service.*—The Respondents admitted that, the Parties had already resolved the implementation date of the new conditions and this would coincide with the conclusion of the last agreement. A difficulty was experienced over the question of duration, as the Respondents had urged the need for a period of stability in order to maintain viability in the face of severe competition. The Respondents submitted that, stability could be introduced by a wage agreement which would allow considerable forward planning costs. A period materially in excess of the customary 12 months, with a built-in cost of living buffer, would enable the Respondents to compete more actively with neighbouring and overseas interests. The Respondents drew the Court's attention to the fact that, the Respondents had already forfeited a material portion of the active life of the agreement now to be concluded. The period which had already elapsed was profitless and submitted that, it would raise the pay packet of the employees in the month that wages were revised but other than that, it would contribute nothing to industrial relations or the economic well-being of the individual.

AWARD

6. The Court, after a careful consideration of various submissions made by the Parties hereto, awards as follows:—
- (1) *Wages*.—All employees shall get an increase of Sh. 25 per month.
 - (2) *House Allowance*.—Nil award.
 - (3) *Redundancy "Effective Date on Severance Pay"*.—Nil award.
 - (4) *Acting Allowance*.—The Court awards that an employee shall be entitled to this allowance if he so acts for 15 days or more.
 - (5) *Duration of Agreement on Terms and Conditions of Service*.—The Parties having agreed to the effective date being 1st June 1966, the Court rules that the agreement shall remain in force for 18 months from the said date.

Given in Nairobi this 16th day of November 1966.

SAEED R. COCKAR,
President.

MOHAMED JAHAZI, M.P.,
Vice-President.

S. K. NGOLOMA,
J. W. OUKO,
Members.

GAZETTE NOTICE No. 4313

THE INDUSTRIAL COURT

CAUSE No. 73 OF 1966

Parties:—

Kenya Chemical Workers' Union
and

London Fumigation Company (Kenya) Limited

Issues in dispute:—

- (1) Wages and Job Classification.
- (2) Hours of Work.
- (3) Gratuity.
- (4) Sick Leave.
- (5) Effective Date.

1. The Kenya Chemical Workers' Union shall hereinafter be referred to as the Claimants and London Fumigation Company (Kenya) Limited shall hereinafter be referred to as the Respondents.

2. The Parties were heard in Nairobi on the 19th day of October 1966, and relied on their written and verbal submissions.

GENERAL BACKGROUND

3. On the 15th of March 1965, the Claimants' Mombasa Branch had made wage claims as a result of which, an increase of Sh. 25 per month was granted to all employees with effect from May 1965. This brought the wage level of nine employees as follows:—

- 1 at Sh. 179 per month consolidated.
- 3 at Sh. 187 per month consolidated.
- 1 at Sh. 189 per month consolidated.
- 2 at Sh. 191 per month consolidated.
- 1 at Sh. 192 per month consolidated.
- 1 at Sh. 199 per month consolidated.

The Parties had appeared before the Industrial Court in Cause No. 8 of 1966 on the following issue:—

"Interpretation of clause 3 (b) of the Recognition Agreement as to whether the meeting between the Company and local officials was authorized to negotiate within the terms of the recognition and negotiation procedure agreed between the Company and the Union on 5th November 1963."

The Court had given a ruling in favour of the Claimants and found that, the meeting in question had not been authorized to negotiate as provided in clause 3 (b) of the Recognition Agreement.

Following the ruling by the Industrial Court the Negotiating Committee meeting took place in Mombasa on 4th and 5th May 1966, at which the Claimants' demands which had been submitted to the Respondents on 18th December 1965, containing 21 items, including job classification, were discussed. Agreement was reached on 14 items leaving the following six items in dispute:—

1. Wages and job classification.
2. Normal working hours.
3. Annual paid leave.
4. Sick leave.
5. Injury by accident.
6. Gratuity scheme.

Further attempts were made to settle these issues, but resulted in no settlement after which the Claimants reported the existence of a dispute to the Ministry of Labour on 5th August 1966. During conciliation, agreement was reached only on one further item of annual paid leave and deadlock was declared on the remaining five. The Parties decided to refer the matter to the Industrial Court and signed the notification of dispute form on 15th September 1966.

MAIN SUBMISSIONS ON BEHALF OF THE CLAIMANTS

4. (1) *Wages and Job Classification*.—The Claimants stated that, there were 14 employees working for the Respondents, four of whom are Assistant Senior Pest Control Operators and Senior Pest Control Operators, who were not their members although they hoped that they would in due course be enrolled. The Claimants had, therefore, demanded the following three grades with the rates specified therein:—

Grade I.—Sh. 550 per month consolidated. Senior Pest Control Operators and Junior Pest Control Operators.

Grade II.—Sh. 300 per month consolidated. Semi-skilled worker and Office Messengers.

Grade III.—Sh. 250 per month later on changed to Sh. 260. General type of manual worker.

The Claimants had further proposed that, the differential in wages existing at present should be maintained even after the aforesaid rates for the various grades are awarded, as employees who were earning more had reached their present wages due to long service and merit increments.

The Claimants submitted that, the Respondents were part of an international company and, therefore, were in a position to meet their demands. Moreover, in the chemical industry the Claimants had attained an average minimum wage of Sh. 260 per month consolidated. The Claimants submitted to the Court a summary of all their existing agreements both voluntary and as a result of the Industrial Court awards in support of their contention.

The Claimants also maintained that, it would be a wrong policy to bring the urban wages to a standstill as the urban wage earners helped a number of their relatives who lived in rural areas.

The Claimants submitted that, a wage increase was completely unavoidable for the following reasons:—

- (a) The workers had been expecting a higher standard of living as they had been exploited during colonial times through getting starvation wages.
- (b) With the achievement of political independence, the workers desired to enjoy better terms of service and conditions of life. The African workers had been denied reasonable wages because of the discriminatory practices during colonial times.
- (c) The cost of living had gone up considerably in the country during the last few years and the price of commodities had nearly doubled since 1964. It was, therefore, illogical for employers to expect their workers to meet their basic human requirements on wages which had not been revised accordingly.
- (d) The Claimants were committed to encourage their members to work hard and to improve the productivity of the industry in which they were working; but increased production should go hand in hand with increased wages and the workers should have the means of satisfying their reasonable wants.

The Claimants gave details of various items which they considered were essential for a worker and which cost a sum of Sh. 354/95 for a single person and Sh. 744/90 for two people. The Claimants argued that, the wages which should be paid to workers should be high enough for a worker to be able to get sufficient food, decent clothing, reasonable housing facilities and to make provision for security during old age or when the worker lost his job. The Claimants stated that, school fees and taxes had gone up tremendously whereas the wages had remained at the old level.

The Claimants pointed out that, the last offer made by the Respondents on this issue at the negotiating level was Sh. 245 per month consolidated and although the Claimants had moved lower than the original demands, the Respondents had not improved their offers. In these circumstances the Claimants requested the Court to approve their proposed job classification and to award the amounts demanded by them. The Claimants stated that, the general labourers were going to be designated Pest Control Labourers but pointed out that due to the unsatisfactory arrangement at present, the drivers were being called Senior Pest Control Operators.

(2) *Hours of Work*.—The Claimants demanded a working week of 36 hours exclusive of meal break hours and further submitted that, if an employee was required to work in excess of 36 hours he should be paid overtime for such work at the agreed rate. The Claimants submitted that, the Respondents could run their business on 36½ hours and, in fact, were doing so at present. The Claimants were seeking a reduction of only half an hour. The Claimants pointed out that, they had at

one stage offered to accept overtime after an employee had worked 40 hours per week, but the Respondents had not shown any interest in this offer.

(3) *Gratuity*.—The Claimants submitted to the Court various definitions of the word "gratuity" and stated that, it was a negotiable issue basing their argument on the fact that gratuity was a sort of retirement benefit. The Claimants pointed out that, during previous negotiations and conciliation the Respondents had offered ten days' pay for each completed year of service under this benefit up to a maximum of five years. The Claimants had, however, rejected this offer because the Respondents had started their business in 1957 and had no provident fund or pension scheme in operation. The Claimants, therefore, demanded the following gratuity scheme for the period prior to the introduction of the National Social Security Fund:—

- (a) On completion of one year up to five years' service, an employee of the Company should be paid a gratuity of one month's pay for each completed year of service.
- (b) An employee who had completed over five years of service but less than ten years, should be paid a gratuity of $1\frac{1}{2}$ months' pay for each completed year of service.
- (c) An employee who had completed ten years and over with the Company should be paid a gratuity of two months' pay for each completed year of service. All payments should be made at the employee's prevailing rate of pay.

The Claimants refuted that the offer made by the Respondents during conciliation, was on the issue of retirement pay and stated emphatically that the offer was on gratuity.

(4) *Sick Leave*.—The Claimants demanded that an employee should be entitled to sick leave on full pay for the first 60 days and thereafter on half pay for the next 60 days in any period of 12 months' service subject to the production of a medical certificate and submitted that, this would bring this benefit in line with the current level in this country. The Claimants had rejected the Respondents' offer of increasing the existing sick leave from 15 days on full pay followed by 15 days on half pay by additional three days.

(5) *Effective Date*.—The Claimants submitted that, the Court's award should be with effect from 1st November 1965, and should remain in force for a period of ten months from that date and pointed out that, in the previous Industrial Court case between the same Parties hereto, the Court had found the Respondents at fault for having acted contrary to the Recognition Agreement. The delay in the finalization of the agreement was mainly due to that and if, the employers were encouraged by the Court by not back-dating its award to the time when the Claimants had submitted their demands, then the employers would use invariably delaying tactics and thus deprive the workers of their legitimate wages for long periods. The Claimants strongly opposed any move by the Respondents to have the duration period of the Court award at 18 months and submitted that, the past practice of revising wages every 12 months should be maintained.

MAIN SUBMISSIONS ON BEHALF OF THE RESPONDENTS

5. (1) *Wages and Job Classification*.—The Respondents stated that they were established in Dar es Salaam on 1st July 1955, and had subsequently opened up a branch in Mombasa which was later made into Head Office in 1956 and another branch was opened in Nairobi in 1959. On 1st January 1963, they were split into two companies, the London Fumigation Company (Tanganyika) Limited in Dar es Salaam and London Fumigation Company (Kenya) Limited in Mombasa and Nairobi. Another firm called London Fumigation Company (Uganda) in Kampala was established on 1st April 1964.

The Respondents were concerned with the treatment of stocks of grain, maize and other stored produce for the control of insect pests by fumigation. This work was considered to be of national importance. The Respondents had trained officers for the Maize Marketing Board of Kenya, West Kenya Marketing Board and the National Agricultural Produce Marketing Board and as a result had lost the work from these bodies. Accordingly the Respondents had had to diversify and extend their activities to the field of pest control work. Due to the unfortunate scarcity of food produce available for storage or export at times had made it necessary for them to extend their field of activity to the control of insect pests, infesting structural timbers, termite work and other forms of pest control work in buildings and dwellings in order to run on an economical basis. The Respondents pointed out that, there were several small pest control firms operating in Kenya whose work was concerned with pest control in buildings rather than fumigation and as a result, the competition in pest control work had been extremely keen.

The Respondents stated that, the pest control operating staff were required to have specialized knowledge of entomology in the field of work in which they were engaged and must be conversant with general building construction and have knowledge of every food and produce and its conservation. They must also have a thorough understanding of the chemicals used

in the control of insect pests. This work was carried out by Pest Control Operators and Assistant Pest Control Operators and they were assisted in their work by semi-skilled labourers all of whom were Africans and were members of the Claimants. Their tasks were entirely manual and they were primarily employed in loading and unloading equipment, covering stocks of produce with fumigation sheets and the application of certain insecticides, all under the supervision of Pest Control Operators or Assistant Pest Control Operators. The Respondents stated that, only semi-skilled labourers and an office messenger who was now training as an Assistant Pest Control Operator, were members of the Claimants.

The Respondents, therefore, requested the Court to accept the grading of all workers as semi-skilled labourers and one messenger. The Respondents drew the Court's attention to the fact that the Mombasa Branch of the Claimants prior to the hearing of Cause No. 8 of 1966, had suggested the following wage scales:—

Five employees at Sh. 190 per month.

Four employees at Sh. 205 per month.

During the recent negotiations the Respondents had offered a consolidated wage of Sh. 245 per month on the basis of a 42-hour working week and they requested the Court to make an award on this level which was considered very generous as it meant increases ranging from Sh. 46 to Sh. 66 monthly. The Respondents also stated that, majority shareholding in their firm was in Kenya and the London Company had only minority shares.

(2) *Hours of Work*.—The Respondents stated that, the negotiations with the Mombasa Branch Secretary had resulted in reducing the working hours from 45 to 44 hours and in the subsequent negotiations with the General Secretary of the Claimants, the Respondents had endeavoured to reach agreement on the basis of 42-hour working week. The Respondents submitted that, the work involved at times was sporadic and entailed a lot of time standing about and waiting, therefore, the Respondents were generous in suggesting a 42-hour working week which was well below the general average in Kenya. The Respondents submitted that, previously low wages had been paid for less number of hours worked.

(3) *Gratuity*.—The Respondents submitted that, the definition of gratuity was "a money present fixed by the giver in recognition of services given usually on retirement". The Respondents had consistently refused to negotiate with the Claimants on gratuities as they maintained that, the Recognition Agreement did not include gratuities as a negotiable item. The only matter remotely connected was that of retirement benefits—but retirement benefits were provident fund schemes and pension schemes while gratuities were freely offered by the employers as a reward for specific services. The Respondents pointed out that, the Claimants had never made a request for payment of retirement benefits but had been very vigorous in demands for winding up and immediately paying out all private schemes established prior to the National Social Security Fund. The Respondents very strongly submitted that, the Claimants could not have it both ways by demanding from one company a pay out and from the other the establishment of a new fund. The Respondents further submitted that, the Claimants should not get advantage of any back-dating under this issue when they had not raised it previously and pointed out that, their offer during conciliation was strictly related to retirement benefit and the offer that was made, was one week's pay for every completed year of service and not one month's pay.

(4) *Sick Leave*.—The Respondents stated that, in conciliation they had increased their offer to 18 days with pay and 18 days with half pay as sick leave in any one year but the Claimants had not moved. They pointed out that, no hardship had been produced for this level and requested the Court to declare their offer reasonable.

(5) *Effective Date*.—The Respondents had throughout the negotiations maintained that, the effective date should be from the date any agreement was finalized and signed. The Respondents considered that, they had not been responsible for any delays and, therefore, submitted that the effective date should be from the 1st November 1966. Also as the wage offered was exceptionally generous, the Respondents suggested that, the duration period should not be less than 18 months from 1st November 1966. Without prejudice to this the Respondents stated that, the Sh. 25 increase had been granted from May 1965, and subsequently due to the negotiations that had taken place with the Claimants' Branch Secretary, the level would have been raised to Sh. 205 for those who were getting Sh. 190 per month and this would have been applied from 1st May 1965, had the General Secretary of the Claimants not refused to accept the negotiations. The Respondents, however, felt that the whole onus of refusal to accept the increase from 1st May 1965, was on the Claimants and the Respondents should not, therefore, be made to suffer.

AWARD

6. The Court, after a careful consideration of all the submissions made by the Parties, awards as follows:—

(1) *Wages and Job Classification and (2) Hours of Work*.—The Court rejects the Claimants' demand for a job classification

and accepts the Respondents' offer of raising the wages of all employees to Sh. 245 per month consolidated and awards accordingly, on the condition that overtime shall be paid to an employee after he has worked over and above 42 hours in one week and on the understanding that, the present working hours will not be disturbed.

(3) *Gratuity*.—The Court awards the following gratuity scheme:—

- (a) An employee on completion of four years' continuous service with the Respondents shall be entitled to ten days' pay for every completed year of service by way of gratuity to be based on the employee's wages at the time of the termination of his service.
- (b) An employee who is dismissed for misconduct shall not be entitled to gratuity.
- (c) The effective date for the purpose of working out the benefits under this scheme shall be 1st January 1960, i.e. an employee shall not be entitled to any gratuity for services prior to 1st January 1960.
- (d) This scheme shall cease with the implementation of the National Social Security Fund. Employees shall, however, continue to benefit under this award for services rendered up to the date of the implementation of the National Social Security Fund; for example, if an employee who started working in 1963 retires after eight years of service, then he shall be provided for the years of service up to the commencement of the National Social Security Fund on the basis of this award.

(4) *Sick Leave*.—The Court accepts the Respondents' offer of allowing 18 days on full pay and 18 days on half pay by way of sick leave in any one year and so awards.

(5) *Effective Date and Duration*.—Although the Respondents were found to be at fault in Cause No. 8 of 1966 the Court cannot overlook the fact that employees had been granted a Sh. 25 increase as from 1st May 1965. The Court, therefore, rules that the effective date for the Court's award shall be 1st September 1966 and it shall remain in force for a period of 18 months from that date.

Given in Nairobi this 17th day of November 1966.

SAEED R. COCKER,
President.
S. K. NGOLOMA,
J. W. OUOKO,
Members.

GAZETTE NOTICE No. 4314

THE AFRICAN LIQUOR ACT (Cap. 122)

TAITA AFRICAN LIQUOR LICENSING BOARD

THE following applications for African liquor licences will be considered at a statutory meeting of the Taita African Liquor Licensing Board to be held in the District Commissioner's Office, Wundanyi, on 5th December 1966, at 10 a.m.:—

NEW APPLICATIONS

- Aluchio s/o Omusebe, Reata Camp, Taveta, P.O. Taveta.
- Machila Ngoto, Kimala, Taveta, P.O. Box 73, Taveta.
- Emmanuel Mwadime Nyambu, Mwazera Mwanda, P.O. Wundanyi.
- Silvano Mwandima, Paranga, Weruga, A.C. Mbale, P.O. Voi.
- Johana Kasila, Warombo Choke, c/o Chief's Office, Wanganya, P.O. Voi.
- John Kimbio Mwadime, Mbangang'ombe Mgange Nyika, P.O. Wundanyi.
- J. J. Mockoy, Mahoo Chini Reserve, P.O. Box 83, Taveta.
- Omari Mshunga, Mkwajuni Reserve, P.O. Box 3, Taveta.
- Mwakilenge Masaka, Mgocho, Mgambonyi, P.O. Wundanyi.
- Roger Mwashila, Kanyanga Sagalla, P.O. Voi.
- Moyoni Ngiamia, Abori, Taveta, P.O. Box 3, Taveta.
- Hillarius Mzee, Maktau, P.O. Bura.
- Rubin Mwadomu Mvoi, Ziwan Estate, P.O. Taveta.
- Venant Kiwaza Mwachanya, Kitobo Mialeni, P.O. Box 44, Taveta.
- Francis Offumbo, Kilometre Saba, P.O. Box 21, Taveta.
- Flavian N. Mareko, Mwasinenyi, Nnamu, P.O. Bura.
- Daniel Mwangangu, Mwanda Njawuli, P.O. Wundanyi.
- Tole Serenge, Wumingu Mgambonyi, c/o P.O. Box 1019, Wundanyi.
- Thomas Ludindi Mwachambi, Mgange Dawida Mwanda, P.O. Wundanyi.
- Mrs. Phelis Mkungusi, Wongonyi Macha Mbololo, Private Bag, Voi.
- Soweka, Kitonga, Kishotang'ondi, P.O. Taveta.

- Mashon W. Mbariti, Mzwaneniyi Modambogo, P.O. Mwatate.
- Mohamed Omar, Kibaoni Taveta, P.O. Taveta.
- Mtoto Mrogo, Puguta Paranga, Rong'e Juu Location, c/o Wundanyi Market.
- Thomas Eliashibu, Mwambirwa, Rong'e, P.O. Voi.
- John Mchawia, Bura Trading Centre, P.O. Bura.
- Babu Mwasaru, Ghazi Lumbarwa Mbololo, P.O. Voi.
- Amoni Redi, Kipusi Nyika, P.O. Mwatate.
- Livingstone Riga, Mzwaneniyi Trading Centre, Chawia, c/o Kungu Market, P.O. Wundanyi.
- Charles Zablon, Mwanga Madangonyi, Rong'e Chini, P.O. Voi.
- Bakari Kiroshi, Mwanda/Bura Locational Beer Hall, P.O. Wundanyi.
- Marida Mwawasi, Gila Weruga Kese, P.O. Wundanyi.
- Mwanjala Mwakala, Kisau Paranga Weruga Location, P.O. Wundanyi.
- Mwadime Mzee, Kishushe Kwafiti Weruga Location, P.O. Wundanyi.
- Michael Mwakisachi, near Mgwalla Mwanda, c/o P.O. Box 881, Mombasa.
- George M. Mbogoli, Machoki area, Mgange Mwanda, P.O. Wundanyi.
- Omar Nasir, Camp No. 2, T. and T. Sisal Estate Ltd., P.O. Mwatate.
- Edward L. Musamuli, Plot No. 41, Voi Township, P.O. Box 29, Voi.
- Mrs. Dontila Myandiko Odero, Taveta Sisal Estate, P.O. Taveta.
- Peter G. Ndau Abraham, Kwawenikori, Mgange Dawida Mwanda, P.O. Box 1022, Wundanyi.
- Mwafwa Maganga, Chambogo, c/o Chief's Office, Mwanda Location, P.O. Wundanyi.
- Ndambuki Kieti, Mwatate Mashini Camp No. 2, P.O. Mwatate.

RENEWALS

- Mkamba Lengareu, Mata Taveta, P.O. Box 3, Taveta.
- Athman Mkala, Kilometre Saba, P.O. Taveta.
- Matimi Binti Paulo, Homer Camp, Taveta Sisal Estate, P.O. Taveta.
- Kassimir Mganga, Kitobo Village, P.O. Box 51, Taveta.
- Munyoli Nama, Jipe Sisal Estate, Taveta, P.O. Taveta.
- Sowene Lorogwa, Darajani Mahoo Village, P.O. Box 51, Taveta.
- Disii Leworogwa, Ngutini Taveta, P.O. Box 3, Taveta.
- Flavian N. Mareko, Selambaha Taveta, P.O. Taveta.
- Wachenje Lenjo, Miaseni Kasigau, P.O. Bachuma.
- Samwel Abdalla Mbuya, Police Lines, Taveta, P.O. Box 52, Taveta.
- County Council of Taita/Taveta, Council's Beer Hall, Voi, P.O. Box 1066, Wundanyi.
- County Council of Taita/Taveta, Council's Beer Hall, Taveta, P.O. Box 1066, Wundanyi.
- County Council of Taita/Taveta, Council's Beer Hall, Wundanyi, P.O. Box 1066, Wundanyi.
- Mwiwawi Maigacho, Maktau Trading Centre, P.O. Bura.
- Kileopa Zabedayo, Plot No. 9, Mwatate, P.O. Mwatate.
- Javan Kilango Nyange, Mwarungu Magimbinyi, P.O. Wundanyi.
- Herman Kirua, Rong'e Chini, A.C. Mwakinyungu, P.O. Voi.
- Mwarambe Wamwandu, Tausa Mbololo, P.O. Box 43, Voi.
- Mwawuganga Tole, Kishushe, Weruga, P.O. Wundanyi.
- Moka Ngure, Mbololo Hills Prison, c/o Kungu Market, P.O. Wundanyi.
- Nathan Shadrack Ikanga, P.O. Box 23, Voi.
- Moses Msengo, Plot No. 9, Wanganga, Mbale Location, P.O. Voi.
- Mwavula Ndigila, Kilera Wundanyi, P.O. Wundanyi.
- Hezron M. Mwakina, c/o T. and T. Sisal Co., P.O. Mwatate.
- Mndenyi Owa, Kidaya Kengwa, Chawia, P.O. Mwatate.
- Silvester Mwakudua, T. and T. Sisal Co., P.O. Mwatate.
- Pitalis Aringo, T. and T. Sisal Co. Ltd., P.O. Mwatate.
- Ngondo Kigimbi, Mwatate Market, P.O. Mwatate.
- Malalo Mwangeka, Mariwenyi, Mbale, P.O. Box 23, Voi.
- Riga Mlemwa, Kungu Market, P.O. Wundanyi.
- Messrs. Voi Sisal Estate, P.O. Box 10, Voi.
- Muhindi Mavu, Mwavunyu, Mrugua Bura, P.O. Wundanyi.
- Mberi Mwaloma, Mpizinyi Kaya, P.O. Mwatate.
- Robert William Mwakesi Msongori, Rukanga Kasigau, P.O. Mwatate.
- Mwandoe Ngwai, Msasadu Bura Mrugua, c/o Chief's Office, Bura, P.O. Bura.
- Tom Norman Mbele, Chala, P.O. Box 3, Taveta.
- Paul Muneni s/o Majani, Ivarenyi Bura Station, P.O. Bura.
- Mwenda Mwandembe, Majengo Sagalla, P.O. Box 23, Voi.

Mkunde Tekewu, Kimorigo, P.O. Box 50, Taveta.

GAZETTE NOTICE NO. 4315

THE AFRICAN LIQUOR ACT

(Cap. 122)

KILIFI AFRICAN LIQUOR LICENSING BOARD

Statutory Meeting

THE statutory meeting of the Kilifi African Liquor Licensing Board will be held at the District Commissioner's Office, Kilifi, on 5th December 1966, at 10 a.m., to consider the following applications:—

NEW APPLICATIONS

Charo Kalu, own plot, Ganze, c/o Chief's Office, P.O. Box 29, Kilifi.
 Ziro Mbethi, Premises: Kirumbi, c/o Chief Julius Karisa Fondo, P.O. Mariakani.
 Rua s/o Hare, Mwahera Vitengeni Location, c/o Chief Marko Hare, P.O. Kilifi.
 Keal Salim, Mazeras African Market, Rabai, Mazeras, P.O. Mazeras.
 T. X. D'Cruz, Fatima Farm Plot, P.O. Box 3050, Mombasa.
 Ngumbao Kajorojoro, Kibao cha Fudisa, P.O. Box 1, Malindi.
 Masha Mukweha, Magarini Village, P.O. Malindi.
 Nathaniel Mwanyale, Chumanji Reserve, c/o Kenya Rayon Mills Ltd., P.O. Box 2476, Mombasa.
 Wali Chengo, Guruguru, c/o Chief Julius Karisa Fondo, P.O. Mariakani.
 Lunganje Mlanda, Viragoni, c/o Emmanuel Beja, P.O. Box 20, Mariakani.
 Mrs. Dama Kahindi, Kaloleni Township, P.O. Kaloleni.
 Karisa Tsowfa, Ramadha Market, Adu, P.O. Box 1, Malindi.
 Charo Mwiyo, Madunguni Village, c/o Chief's Office, P.O. Box 1, Malindi.
 Charo Kadenge, Vitunguni Jilore Location, P.O. Box 20, Malindi.
 Masha Gohu, Mtondia Trading Centre, Tezo/Roka Location, P.O. Kilifi.
 Ngumbao Ngao, Tezo/Roka Location, P.O. Box 29, Kilifi.
 Charo Kazungu, Tezo/Roka Location, c/o Chief Baiki Mbarak, P.O. Kilifi.
 Kazungu Ushuru, Tezo/Roka Location, c/o Chief Baiki Mbarak, P.O. Kilifi.
 Joseph Bongo, Mikuyuni Sublocation, P.O. Box 1, Malindi.
 Karisa Kitsaumbi, Mbambweni, P.O. Kaloleni.
 Katana Ndume, Matsangoni, P.O. Box 29, Kilifi.
 Karisa Mwango, Pumuani Village, c/o P.O. Box 1, Malindi.
 John Dzombo, Mwangatini Village, c/o P.O. Box 1, Malindi.
 Ngumbao Konde, Premises No. 122, Magarini, P.O. Box 353, Malindi.
 Katana Menza, Dodosa Bungale, Chief's Office, Baricho, P.O. Box 1, Malindi.
 Katana Ndezi, Gandini Village, Bungale Location, c/o P.O. Box 1, Malindi.

RENEWALS

Mrs. Ester Kiratu, Fundisa Village, Marikabuni Location, c/o Chief's Office, P.O. Box 1, Malindi.
 Charo Kenga, Bamba, Kidemu, c/o Chief's Office, P.O. Mariakani.
 Safari Charo, Alitete Village, Dagamra Location, c/o P.O. Box 1, Malindi.
 Kazungu Mudenge, Matimbeni Village, Garashi/Dagamra, P.O. Box 1, Malindi.
 Charo Mungindo, Kagombani Village, Plot No. 92, P.O. Box 1, Malindi.
 Karisa Dhuri, Msabaha, Plot No. 5, P.O. Box 231, Malindi.
 Kahambi Kabani, Gongoni Zhogato Village, Magarini Location, P.O. Malindi.
 Charo Kalama, Mapimo Village, Magarini Location, P.O. Box 1, Malindi.
 Abedi Hinzano, Mkao wa Moto Village, P.O. Box 1, Malindi.
 Karisa Kifola, Kijiwetanga, P.O. Box 321, Malindi.
 Mrs. Reheli Willie, Jilore-Kakoneni Location, P.O. Box 1, Malindi.
 Shillingi Kapomu, Gede (Mijongoni Village), c/o P.O. Box 240, Malindi.
 Chai Munga, Bate Village, Dagamra Location, P.O. Box 1, Malindi.
 Charo Katsoma, Kakuyuni Village, P.O. Box 272, Malindi.
 Kalama Juba, Chumanji Tezo/Roka, Gade Settlement, P.O. Box 240, Malindi.
 Emmanuel Beja, Mariakani, Mwana-Mwali Bar, P.O. Box 20, Mariakani.
 Hussein Bin Hamad, No. 242, Maziwani, Ganda, c/o Chief's Office, P.O. Box 1, Malindi.

Charo Fondo, Bamba Trading Centre, P.O. Mariakani.
 Ngumbao Ngombo, Kokotoni Village, Rabai, P.O. Mazeras.
 Messrs. William Johnson Katana and Co., Bamba Location, Jila Sublocation, P.O. Mariakani.
 Joshua Kazungu, Reserve Chakama Location, P.O. Box 1, Malindi.
 Hamisi Bombosho, Mthangani Village, Plot No. 130, c/o Kahindi Toya, P.O. Box 62, Malindi.
 Wanje Mulanda, Dakacha, Bungale Location, Chakama, P.O. Malindi.
 Kaingi Mweni, Adu Village, c/o Chief's Office, P.O. Box 1, Malindi.
 Chengo Mitsanze, Magarini Village, P.O. Box 1, Malindi.
 Tuva Mboro, Maziwani, Ganda Location, P.O. Box 1, Malindi.
 W. Loth Kimaro, Majivuni Village, P.O. Box 371, Malindi.
 Mangi Yaa, Kijiwetanga Village, P.O. Box 1, Malindi.
 Mrs. Kwasyia Mtinda, Kwa Chocha, c/o P.O. Box 111, Malindi.
 Karisa Nzovu, Garashi Village, P.O. Box 1, Malindi.
 Kaingi s/o Gona, Shamba Plot, P.O. Box 12, Malindi.
 Tsuwi s/o Chai, Gongoni Trading Centre, P.O. Box 353, Malindi.
 Joshua Petero, Dagamra Village, P.O. Box 231, Malindi.
 Beatus Kadzagamba, 227 Masheheni, Gongoni/Magarini Location, P.O. Box 1, Malindi.
 Mrs. Magidalena Kigoye, Barani Majengo Masikini, P.O. 317, Malindi.
 Mrs. Kadii K. Samson, Shakadulo, P.O. Box 1, Malindi.
 Kahindi s/o Ndoti, Marikabuni Location, Boma Upande, P.O. Box 1, Malindi.
 Kazungu s/o Baya, Jilore Village, P.O. Box 160; Malindi.
 Mohamed Khator, Majengo-Mtwapa, P.O. Kikambala.
 Katana Karisa, Tezo, P.O. Kilifi.
 Messrs. Mwaringa Ria, Dagamra Village, Garshi Location, P.O. Box 1, Malindi.
 Joseph Randu, Dabaso Village, Gede Settlement, P.O. Box 240, Malindi.
 Mrs. Lucy Ikumi, African Market, Mariakani, P.O. Box 63, Mariakani.
 Katana Saidi, Mijomboni Village, Ganda Location, P.O. Box 90, Malindi.
 Karisa Makazi, Majivuni Village, P.O. Malindi.
 George F. Omondi, Crown Gongoni Club, Gongoni/Magarini Location, P.O. Box 1, Malindi.
 Philip Marko, Puna Village, Kisurutini, c/o A.A.C. Rabai, P.O. Mazeras.
 James Charo, Kizurini Kaloleni, P.O. Kaloleni.
 Chai Kiriba, Paziani Madunguni Location, P.O. Box 1, Malindi.
 Mashini Mohamed, Kibokoni, Ganda Location, P.O. Box 34, Malindi.
 Kahindi Lewa, Sabaki Village, c/o Sub-Chief of Sabaki, P.O. Box 1, Malindi.
 Samuel B. Ngala, Tezo/Roka Mtanganyiko, Ganze Full Primary School, P.O. Box 29, Kilifi.
 Johana C. Shadrack, Marafa, P.O. Box 44, Malindi.
 Murabu Ziro, Bore Koromi Marafa, c/o Chief's Office, P.O. Malindi.
 Baya Thoya, Mere Village, Plot No. 132, Ganda/Mere Chief's Camp, c/o P.O. Box 1, Malindi.
 Mrs. Sada Thomas Mwambire, Gede Settlement, P.O. Box 240, Malindi.
 Chengo Kenga, own premises, Tsangatsini Trading Centre, P.O. Mariakani.
 Sudi Hussein, Ganda No. 282, P.O. Box 1, Malindi.
 Mrs. Irene Adams, Ganda Maziwani, P.O. Box 4, Malindi.
 Hamisi Bin Mbwana, Kijiwetanga Village, P.O. Malindi.
 Toya Mramba, Marikabuni Village, c/o P.O. Box 1, Malindi.
 Makupe Yawa, Plot No. 282, P.O. Box 19, Kilifi.
 Karezi Said, Tezo, Plot No. 2792, P.O. Kilifi.
 Kalume Kitsaumbi, Shimo-la-Tewa, c/o Chief's Office, P.O. Kikambala.
 Katana Mngindo, Kagombani Village, c/o Chief's Camp, Marikabuni, P.O. Box 1, Malindi.
 Katana Karisa, Tezo, P.O. Box 29, Kilifi.
 Karisa Kitsaumbi, Mzambarauni Mtwapa, Shimo-la-Tewa, c/o Chief's Office, P.O. Kikambala.
 Ali Bin Uledi, Roka, c/o Chief's Office, P.O. Kilifi.
 Nyeta Nguwa, Mavueni Location, c/o P.O. Box 40, Kilifi.
 Salim Bin Mote, Mawamba Mtwapa, P.O. Kikambala.
 Mzerera Ngetsa, Takaungu, P.O. Kilifi.
 Mzerera Ngetsa, Kilifi, P.O. Kilifi.
 Mzerera Ngetsa, Mwezang'ombe, P.O. Kilifi.
 Durya Thoya, Tezo/Roka, c/o Matsangoni, P.O. Kilifi.
 Hamisi Mulwa, P.O. Box 63, Mariakani.
 James Kitsao, Police Canteen, P.O. Box 40, Kilifi.
 Peter Olali, Kilifi Prison Canteen, P.O. Box 47, Kilifi.
 Okothi Odie, Mnaranji, P.O. Box 33, Kilifi.
 Ogeya Okelo, P.O. Takaungu.
 Gichini s/o Mungai, Mazeras Station, P.O. Box 7375, Mombasa.
 Samuel Chambi Konde, Mavueni, Mkongani, P.O. Takaungu.

G. M. OKWIYA,
 Acting Chairman,
 Kilifi African Liquor Licensing
 Board.

Kilifi,
 5th November 1966.

GAZETTE NOTICE No. 4316

THE AFRICAN LIQUOR ACT
(Cap. 122)

MERU AFRICAN LIQUOR LICENSING BOARD

NOTICE is hereby given that the following applications will be considered at the next statutory meeting of the Meru African Liquor Licensing Board to be held in the Meru County Council Chamber on Monday, 5th December 1966, at 10 a.m.:—

RENEWALS

Phares Nyaga, Plot No. 12, Nguruki Market.
Messrs. Stanley M'Ikiara and Sons, Plot No. 18, Kithirune Market.
Sekundo Masimiano Etuma, Plot No. 6, Kaongo Market.
Joseck Marete, Plot No. 17, Chiokariga Market.
M'Mburugu Mutemankuru, Plot No. 15, Mitunguu Market.
M'Mburugu Mutemankuru, Plot No. 22, Mituunguu Market.
Josphat Bore, Plot No. 1, Chuka Market.
Benson Nguthuri, Plot No. 24, Kianjai Market.
M'Itonga M'Racha, Plot No. 3, Kaongo Market.
P. S. Mboroki, Plot No. 2, Ruiru Market.
M'I Mathiu M'Rintari, Plot No. 1, Kianjai Trading Centre.
M'ikunyuwa M'Achau, Plot No. 20, Kiirua Market.
Messrs. Mataja and Z. M'Ekabu, Plot No. 1, Kaliati, Kianjai.
Samuel M'Iringa, Plot No. 41, Kangeta Market.
Messrs. M'Ikiara Miruri and M'Ikiara Kujoga, Plot No. 26, Mikumbune Market.
Rufus Kiambati, Plot No. 16, Kienderu Market.
Phinehas M'Mugi, Plot No. 1, Mukuni Market.
Perminus Mugambi, Plot No. 29, Kibirichia Market.
Perminus Mugambi, Plot No. 15, Gakoromone Market.
M'Mbiuki M'Mugambi, Plot No. 25, Mwiria Market.
Simion M'Reri, Plot No. 9, Kanwaa Market.
Rwigi Simion, Plot No. 1, Chuka Market.
M'Magiri E. Kiogora and M'Thuranira, Plot No. 50, Nkubu Market.
Julius Mborki Kuura, Plot No. 4, Kienderu Market.
Timothy Nabea, Plot No. 23, Kaara Market.
Messrs. D. M. G. Rukwaru and Co., Plot No. 5, Kariene Market.
Ephantus M'Nyiri, Plot No. 11, Kaanwa Market.
M'Anampio Kajau and D. Thurania, Plot No. 7, Mikinduri Market.
Mungania Iingo, Plot No. 33, Thimangiri Market.
Joseph M'Ithini, Plot No. 10, Kiengi Market.
Joseph Kingori, Plot No. 1104/140, Meru Township.
Joseph Mutura Mugambi, Plot No. 12, Maua Market.
Isaiah Mithika Munoru, Plot No. 15, Maua Market.
Gerrard M'Metha, Plot No. 23, Karigini Market.
M'Mugwongo M'Angichia, Plot No. 6, Kunati Market.
M'Imathiu M'Thibaru, Plot No. 7, Mukonokiri Market.
Jacob Mutea, Plot No. 1, Mikinduri Market.
M'Murithi and M'Mbui, Plot No. 13, Theege/Naari Market.
Eliphas Njagi, Plot No. 18, Nguruki Market.
Juma Musa, Plot No. 5, Ruire Market.
Messrs. J. D. Mbogori and Co., Plot No. 20, Nubian Village.
Messrs. Muga Store, Plot No. 1, Giaki Market.
Messrs. J. M'Imathiu and Francis Koroo, Plot No. 61, Maize Control, Kiringa.
Pathoromeo Kiria, Plot No. 3, Kanjoro Market.
Messrs. Kaimba Mangaara and Gaicu Kamwara, Plot No. 48, Gakauni Market.
Daud Muceke, Plot No. 5, Laare Market.
Raphael Kithinji and E. Muthui, Plot No. 46, Nkubu Market.
M'Imirongo Baibara, Plot No. 8, Athiru Ruujine Market.
Jacob M'Mbjigwe, Plot No. 18, Mikumbune Market.
Julius M'Bauni Thomas, Plot No. 8, Marima Market.
Sebastian Mutea, Plot No. 2, Ncaure-Maigene Market.
Alex M'Amanja, Plot No. 58, Chugu Market.
Livingstone Irumbi, Plot No. 2, Gatimbi Market.
D. M. G. Dukwaru and Co., Plot No. 1B, Kinoru Market.
Murathi Kiambambi, Plot No. 1, Itugururu Market.
M'Kirika Kiambi, Plot No. 6, Itugururu Market.
Mwiria M'Mwitai, Plot No. 3, Ncaure Maigene Market.
Solomon M'Ringeria, Plot No. 4, Muthara Market.
M'Laibuni Baithai, Plot No. 11, Gantuntune Market.
Julius Kiambi, Plot No. 8, Hakoromone Market.
Messrs. Charles and M'Mbui M'Rinturi, Plot No. 4, Gakoromone Market.
M'Mwirabua M'Muga, Plot No. 8, Antubetwe Market.
M'Itunga M'Araya, Plot No. 8, Gatunga Market.
Peter Mugambi, Plot No. 10, Mitheru Market.
M'Thiribi M'Rikiao, Plot No. 24, Muthara Market.
Johnson Thiora, Plot No. 2, Nubian Village, Meru.
M'Mutungi s/o M'Inoti, Plot No. 39, Kithirune Market.
Messrs. Adriah M'Rura and E. Kanyaru, Plot No. 20, Thimangiri Market.
Mrs. Salome Mwamba, Plot No. 13, Kathurine Market.
Misheck Gatobu, Plot No. 2, Ikuu Market.
R. Kaburua M'Mukira, Plot No. 4, Laare Market.
J. Baptist Manyara, Plot No. 54, Ankamia-Akachiu Location.
Ignatius Waikwa Munuhe, Plot No. 2, Timau.
M'Ndegwa M'Rintari Mugambi, Plot No. 54, Karwiyo Market.
M'Nafturi Kirigua, Plot No. 22, Githongo Market.
Messrs. F. M. Kiria and Sons, Plot No. 10, Kathwana Market.
Messrs. Mathew Kobia and Bario, Plot No. 29, Mikinduri Market.

Mrs. Margaret Geoffrey Chabari, Plot No. 4-B, Ciokarige Market.

Messrs. Josphat Kibariki and M'Rucha Murangankari, Plot No. 6, Mutindwa Market, Chogoria.

Ephantu Njue, Plot No. 12, Magumoni Market.

Joseph M'Muketha, Plot No. 3, Kangeta Market.

Japhet Njiru, Plot No. 2, Kiereni Market.

Jusuf M'Itaar, Plot No. 2, Miathene Market.

Jusuf M'Itaar, Plot No. 39, Kianjai Market.

Makonnen Waldeyes, Plot No. 22, Nubian Village, Meru.

M'Ndegwa M'Riria, Plot No. 10, Mutuati Market.

Messrs. Mutuma and Brothers, Plot No. 13, Kinoru Market.

Timothy Kiruguma, Plot No. 72, Magundu Market.

Christopher M'Itunga, Plot No. 8, Kiirua Market.

George M'Nguthuri, Plot No. 1, Muthara Market.

Samson M'Rabuni, Plot No. 5, Nkando Market.

Mrs. Eunice M. Jediel, Plot No. 15, Chiokanya Market.

Charles M'Iware, Plot No. 1, Kangeta Market.

Wilson M'Muguongo, Plot No. 18, Athiru Gaiti Market.

Henry Mwithimbu and B. Mukindia, Plot No. 3, Kathurine Market.

Justo Bururia, Plot No. 23, Keria Market.

Messrs. Andrew Kirianga Mutuiri and Sons, Plot No. 1, Kaguma Market.

Peter Chiugi, Plot No. 8, Thimangiri Market.

Musa M'Thuranira, Plot No. 36, Thimangiri Market.

M'Murianki Mugwika, Plot No. 4, Kinoru Market.

Geoffrey Muchara, Plot No. 5, Chuka Market.

M'Mwithia Kathima, Plot No. 1, Weru Market.

Isaiah Mutua, Plot No. 1, Kiereni Market.

M'Njau M'Mugwika, Plot No. 3, Magutuni Market.

M'Rintari Kiundu, Plot No. 9, Kiamiriru Market.

M'Rintari Kiundu, Plot No. 7, Thege Market.

M'Kirigia M'Muga, Plot No. 2, Gikumene Market.

M'Mugwika Njari, Plot No. 6, Marimanti Market.

Messrs. Simion Kaibiru and J. Mukiria, Plot No. 21, Marimanti Market.

M'Mugwika and Simion Kaibiru, Plot No. 7, Gatunga Market.

Erasto Kiambati, Plot No. 10, Marima Market.

Samson M'Igwanthi and A. Njagi, Plot No. 11, Kajuki Market.

Titus M'Mukindia, Plot No. 3, Iriwa Market.

Stephano M'Rintari, Plot No. 4, Kibugwa Market.

M'Mbwiria s/o M'Maingi, Plot No. 8, Gikumene Market.

Messrs. Muthuri L. M'Mukira and P. M'Chiugi, Plot No. 17, Kienderu.

Japhet Ndeke, Plot No. 3, Ikuu Market.

Patrick Mwindu, Plot No. 15, Kajuki Market.

Cherestino Mbare, Plot No. 4, Gatumbi Market.

Messrs. Tito Marete and Justo Mukindia, Plot No. 8, Keria Market.

Nathan Murianki, Plot No. 15, Igoji Market.

Joseph M'Anyingi, Plot No. 6, Laare Trading Centre.

Joseph M'Anyingi, Plot No. 7, Athiru Ruujine Market.

Joseph M'Inyengi, Plot No. 9, Laare Market.

L. Kairubi s/o Ntweru, Plot No. 1, Kanjoro Market.

M'Kirimanja s/o M'Rutere, Plot No. 65, Gachanka Market.

Bedan Ruria, Plot No. 19, Mwiria Market.

Andrew M'Aburi, Plot No. 19, Igoji Market.

M'Muguna and M'Arimi, Plot No. 14, Kanyakine Market.

Messrs. Njagi Ntari and P. Nyaga, Plot No. 29, Mitheru Market.

M'Mwambi s/o M'Arunga, Plot No. 27, Mutuati Market.

Ex-Chief M'Ikiugu Muthuri, Plot No. 4, Kariene Market.

Messrs. E. Kiogora and Thurania Magiri, Plot No. 50, Nkubu Market.

Messrs. Julius Gichoga and Erastus Mugira, Plot No. 38B, Nkubu.

Ajub M'Ngoji, Plot No. 23, Chiokarige Market.

Jacob Mutea, Plot No. 14, Kunati Market.

Charles M'Iware, Plot No. 6, Thimangiri Market.

TRANSFERS

Kithia M'Ringera, from Messrs. Adriah Kanyamu, Thimangiri Market, Plot No. 20.

Domenico M'Mithega, from Jacob Mutea, Plot No. 14, Kunati Market.

NEW APPLICATIONS

Messrs. Muthuri and M'Mukira, Plot No. 98, Kiirua Mailikumi.

Paul M'Munyuwa s/o M'Rigicha, Plot No. 11, Igoji Market.

Eusebio Kaburu, Plot No. 8, Mitheru Market.

Messrs. G. Gitonga M'Rimberia and J. D. Kireria, Plot No. 107, Mulathankari, Kibachia.

Basilio Nanga, Kiamuriuki Canteen, Magumoni Location.

Erastus Mwenda, Plot No. 55, Ngagwene, Antubochiu, Maua.

Oreste Sabari, Plot No. 11, Karigini, Kangutu, Karingani Location.

Stanley M'Ankiria, Plot No. 26, Kabeche Market.

Stephano Mugambi, Plot No. 30, Nkubu Market.

Murithii Ikirima, Plot No. 39, Ntakira, near Kathita River.

Stephen Gikundi, Plot No. 10, Kienderu Market.

Samuel Mbaka, Plot No. 11, Karigini, Kankutu, Karingani Location.

Mberia Mugera, Plot No. 11, Chuka Market.

Francis M'Laibuni, Plot No. 123, Kaibu, Ruujine Market, Mutuate.

Geoffrey M'Aribu, Plot No. 6, Igwanjau Market.

Eugeniu Muchiiri, Plot No. 40, Keria Market.

Arphaxard Karuraku, Chuka Market.
 Erastus Mutegi, Plot No. 4, Karandini Market.
 Henry Tarchia, Plot No. 76, Nciru Market.
 Solomon M'Twanthuku, Plot No. 37, Thimangiri Market.
 Marete Kirigwa, Plot No. 37, Kamara Canteen, Mwimbi.
 Riungu s/o M'Amiru, Plot No. 15, Mwiria Market.
 Messrs. M'Ikamati and Mungania, Plot No. 22, Mutuati Market.
 Messrs. Jared and Eliud, Plot No. 34, Thimangiri Market.
 Messrs. Mungania M'Iringo and M'Ikamati, Plot No. 91, Kathita.
 John Kibara, Ontulili Centre, P.O. Box 200, Nanyuki.
 Robert K. Kibungi, Plot No. 3, Ndangani Market, Chuka.
 Messrs. Joseph Karem and Japhet Murugu, Plot No. 52, Mariene Coffee Research.
 Chelestino B. Ndeke, Plot No. 9, Ikuu Market.
 Messrs. Charles Gitonga and M'Raibuni Kimutua, Plot No. 31, Kithita, Kiringa.
 Peter Ntwomo, Plot No. 3, Thimangiri Market.
 M'Murugu Kibori, Plot No. 11, Kaongo Market.
 Messrs. Gedion and Peter Kaindio, Plot No. 22, Kiegoi, Njia Location.
 Miss Terezah Ciamati, Plot No. 57, Kiamuriuki, Kibugwa Market.
 Bedad Ruria, Plot No. 15, Mwiria Market.
 Perminus Mugambi, Plot No. 2, Kirua Market.
 Messrs. M'Marete Njagi and Timothy Kirimo, Plot No. 67, Mwonge South Location, Chuka.
 Isaiah Thathi, Plot No. 19, Kibugwa Market.
 Justus M'Mbutura and Bernard Mabua, Plot No. 12, Chera Market.
 M'Irambu Mbobua, Plot No. 1, Thuci Market (previously Igambang'ombe).
 Stephen M'Mukira, Plot No. 21, Mikinduri Market, Meru.
 Jacob Marimba, Plot No. 23, Mikinduri Market.
 Messrs. Stephen Kailiba and Isack M'Ambau, Plot No. 5B, A/Ruujine.
 Messrs. Samson Gakuubi and Justus and Co., Plot No. 30, Gakoromone Market.
 Messrs. Sacred House, Plot No. 35, Gakoromone Market.
 Gilbert Njoka, Plot No. 58, Mutharara Canteen, Magumoni.
 Jackson M'Mbui, Plot No. 1, Mumbuni Market, Muthambe Location.
 Solomon M'Twanthuku, Plot No. 1, Nthimbiri Market.
 S. Nabea Ng'entu, Plot No. 6, Kaara Market.
 Edward M'Twerandu Muriera, Plot No. 11, Mitunguu Market.
 Edward M'Twerandu Muriera, Plot No. 14, Mujwa Market.
 Messrs. Eutychus Muthui and Mubichi, Plot No. 2, Gakoromone Market.
 Messrs. Cosma Gitonga and J. D. Kirera, Plot No. 1, Kathurine Market.
 Messrs. Japhet and Benjan Ringera, Plot No. 19, Kiirua.
 M'Kaura Kaura, Plot No. 21, Athiru Ruujine Market, Maua.
 Ernest Nabea and M'Mugambi Muthuri, Plot No. 32, Munithu, Kauthene.
 Igeta Murua, Plot No. 12, Chera Canteen, Karingani Location.
 M'Nanu M'Reri, Plot No. 17, Kibugwa Market.
 Pius Baragii, Plot No. 11, Mutuati Market.
 M'Kiambati Mwereria, Plot No. 3, Mutuati Market.
 M'Twaruchiu M'Njogu, Plot No. 6, Kienderu Market.
 Elias Gatugi, Plot No. 2, Miruriri, Meru.
 Messrs. Joseph Muturia and Peter Murungi, Plot No. 12, Laare Market.
 John Kaberia and Brothers, Plot No. 3, Maua Market.
 Henry Tharamba, Plot No. 1, Kiguchwa Market.
 Messrs. J. D. Kireria and J. M. Manyara, Plot No. 50, Mbeu Market.
 Arphaxard M. Nabea, Plot No. 18, Kabeche Market.
 M'Ethangatha Ithangatha, Plot No. 92B, Kathelwa, Ithima.
 Jiphrael P. Karangu, Plot No. 10, Mumbuni Market.
 Messrs. Francis M'Imathiu and Maingi Mururu, Naari Thege.
 Messrs. Francis Mathiu and Maingi Mururu, Ruiru Mutuma.
 Agelo Kathanya, Plot No. 1, Nkondi, New Market.
 Verano R. Muthuuri, No. 7, Kaathi Market.
 Peter Chiugi, Plot No. 36, Kangeta Market.
 Njue Nahashon, Plot No. 5, Mitheru Market.
 Charles M'Irware, Plot No. 4, Ntakira Magundu Market.
 S. K. Mwamba, Plot No. 1, Kathathani Market.
 Stephen M'Mbui, Plot No. 26, Mutuati Market.
 Stephen M'Irware, Plot No. 5, Mikinduri Trading Centre.
 M'Kirinya Kimba, Plot No. 9, Mpuri Market, Kiamiriru.
 Johnson Thiora, Plot No. 9, Gakoromone Market.
 Gerrard Daniel, Plot No. 15, Kangeta Market.
 Messrs. M'Ikiugu M'Munyua and Sons, Plot No. 12, Laare Market.
 Frazer M'Imanene, Plot No. 4, Chiokarige Market.
 M'Ikia s/o Kinene, Plot No. 47, Katheleo Market, Ithima.
 Joseph M'Muketha, Plot No. 35, Kangeta Market.
 M'Bita M'Rimunya, Plot No. 3, Ndangani Market, P.O. Chuka.
 Josphat Ntere, Plot No. 4, Magundu, Majengo Village, Meru.
 M'Kirigia M'Muga, Plot No. 41, Kirua, Ten Miles, Mukutano.
 Messrs. Tharuya Mauta and Geoffrey Ngera, Plot No. 38, Maua, Meru.
 Messrs. Misheck Naason and Albert, Plot No. 6, Kangeta Trading Centre.
 Mbiuki Rwanda, Plot No. 15, Kibugwa Market.
 Godfrey M'Muthara, Plot No. 9, Kiangua Market, P.O. Chogoria.

Fredrick Nthuni Murungi, Plot No. 53B, Kigogo "C" Market, Magumoni Location.
 Ishmael Matua, Plot No. 8, Chuka Gatumbi, Nithi Division.
 Mugambi and Mutea, Plot No. 6, Gikumene Market.
 Messrs. M'Ngaruti and Rwito, Plot No. 49, Kianjuri Ntakira.
 Patrick Mucheke, Plot No. 27, Kibugua Market.
 Festus Kinyua, Plot No. 31, Githongo Market.
 Charles Mwarania, Plot No. 1, Kinoru Market (C), Magumoni, Chuka.
 M'Bundi Njuki, Plot No. 23, Kibugua Market, P.O. Chuka.
 Johana Mboroki, Plot No. 4, Ntakira Magundu, Majengo.
 M'Bita M'Rimunya, Plot No. 1, Ndangani Market.
 Messrs. Henry and Bros., Plot No. 5, Kanyakine Market, P.O. Box 219.
 Kanyaru Bananga, Plot No. 34, Gatunga Market.
 Eusebio Kamundi, Plot No. 14, Malimankari Market, Muthambe Location, P.O. Chigoria.
 Baini Njobo, Plot No. 7, Mitheru Market, Muthambe Location, P.O. Chogoria.
 Isaak M'Imathiu s/o Karebe, Plot No. 49, Kianjuei, near Kianjuri Coffee Co-operative Society.
 Messrs. M'Ndewga M'Kithia and Jonathani M'Mugambi, Plot No. 11, Kiangua Market, P.O. Chogoria.
 M'Rinyiru M'Imathiu, Plot No. 115, Akithii Tigania.
 Burini Ndege and Marangu, Plot No. 26, Mitheru Market, P.O. Chuka.
 Douglas Mutuma Julius, Plot No. 11/A, Gathuine, P.O. Box 3, Meru.
 M'Ikinyua M'Ikandi, Plot No. 50, Mbeu, Mikinduri Road.
 Mathias B. Mbaabu, Plot No. 12, Kathathani Market, Karingani Location.
 M'Impwi M'Kabira, Plot No. 91, Maili Tat, Maua, Nyambene.
 M'Nyaturi and Ruito, Plot No. 4, Ngonyi Market, P.O. Box 3, Meru.
 Messrs. M'Nyaruri and Ruito, Plot No. 1, Nchaure Maigene Market.
 Messrs. M'Mutia M'Ikirima and Ruito, Plot No. 4, Nthimbiri, Nyakira, Nchaure.
 Andrew Muturia, Marimanti Market, P.O. Box 218, Meru.
 Jackson Mugambi, Plot No. 50, Ndumbini Canteen, Muthambi.
 Benedict Marangu s/o Pius, Nkuene Location, Nkumari P. School, P.O. Box 116, Meru.
 Jacob Gicunge, Plot No. 10, Mbeu Market.
 Mugwika M'Ituma, Plot No. 14, Gaitu Market.
 Benson Nchundi, Plot No. 19, Tunyai Market, Chiokarige.
 Messrs. M'Ikiugu M'Muthuri and Hezekah M'Mbui, Plot No. 8, Nkubu.

LATE NEW APPLICATIONS

Stanley M'Mbwiria, Plot No. 3, Kariene Market, P.O. Nkubu, Abothuguchi Location.
 Messrs. Erastus Nkabu and Bros., Plot No. 54, Nkubu Market.

LATE RENEWAL

M'Araja Ngai Mbatau, Plot No. 36, Gatungano Market, P.O. Chogoria.

G. K. GICOGO,
President,
Meru African Liquor Licensing Board.

GAZETTE NOTICE No. 4317

THE AFRICAN LIQUOR ACT
(Cap. 122)

KIAMBU AFRICAN LIQUOR LICENSING BOARD

THE following are the additional applications which will be considered by the Kiambu African Liquor Licensing Board which will be held on 5th December 1966, at 10 a.m., in the District Commissioner's Board Room, Kiambu:-

RENEWALS

Kenneth Kamau Thugge, Plot No. 13, Muguga, P.O. Box 96, Kikuyu.
 N. Njoroge, K. Kabiru, F. N. Kamau and M. Kibe, Plot No. 12, Kigumo Market, P.O. Box 78, Ruiru.
 Ndungu Karumba, Plot No. 7, Kimunyu Market, P.O. Box 125, Ruiru.

TRANSFER

K. Kuria and S. T. Njuguna, Plot No. 2, Kiamworia T/C., to Kiamworia Farmers Bar, at the same Plot No. 2.

NEW APPLICATIONS

Gitau Ngegi and Mukora Ngegi (Mugio Trading Co.), Plot No. 1, Kamondo, Githuguri, P.O. Box 167, Kiambu.
 Kakade Traders, Kahawa isolated premises, P.O. Box 256, Kiambu.
 S. Ngumi Wainaina, Plot No. 15, Gitaru Market, Kikuyu, P.O. Box 8179, Nairobi.
 Wilson Waithaka James Mathina, Ngoliba Settlement, P.O. Box 78, Ruiru.

S. M'MUGAMBI,
Chairman,
Kiambu African Liquor Licensing Board.

Kiambu,
 8th November 1966.

GAZETTE NOTICE No. 4318

THE AFRICAN LIQUOR ACT
(Cap. 122)

MOMBASA AFRICAN LIQUOR LICENSING BOARD

A statutory meeting of the Mombasa African Liquor Licensing Board will be held in the Office of the District Commissioner, Mombasa, on Monday, 19th December 1966, at 10 a.m., to consider applications for licences to manufacture and sell African liquor within areas not served by the Municipal Council of Mombasa.

The applications should reach the District Commissioner's Office, Mombasa, not later than 10th December 1966.

Applicants are requested to quote the current year's licence number, plot number and situation of premises.

Z. K. A. KIRUI,
Chairman,

Mombasa,
15th November 1966.

*Mombasa African Liquor Licensing
Board.*

GAZETTE NOTICE No. 4319

THE LIQUOR LICENSING ACT
(Cap. 121)

SOUTH COAST LIQUOR LICENSING COURT

THE following additional application will be considered at the special meeting of the South Coast Liquor Licensing Court to be held at the District Commissioner's Office, Dickson Road, on 15th December 1966, at 10 a.m.:—

NEW APPLICATION

General Retail Liquor Licence

The Manager, Dolphin Hotel, P.O. Box 1443, Mombasa, Shanzu Beach, Mombasa.

Z. K. A. KIRUI,
President,

Mombasa,
16th November 1966.

*South Coast Liquor Licensing
Court.*

GAZETTE NOTICE No. 4320

THE LIQUOR LICENSING ACT
(Cap. 121)

NORTH COAST LIQUOR LICENSING COURT

Special Meeting

THE following applications will be considered at the special meeting of the North Coast Liquor Licensing Court to be held at the District Commissioner's Office, Kilifi, on Wednesday, 30th November 1966, at 10 a.m.:—

RENEWALS

Canteen Liquor Licence

James Kitsao, P.O. Box 40, Kenya Police Lines, Kilifi.

Malt and Non-spirituous Liquor On-licence

James Kitsao, Premises: Mnarani Provision Store, P.O. Box 40, Kilifi.

G. M. OKWIYA,
Acting President,

Kilifi,
8th November 1966.

*North Coast Liquor Licensing
Court, Kilifi.*

GAZETTE NOTICE No. 4321

THE LIQUOR LICENSING ACT
(Cap. 121)

NORTH COAST LIQUOR LICENSING COURT

Special Meeting

THE following application will be considered at the special meeting of the North Coast Liquor Licensing Court to be held at the District Commissioner's Office, Kilifi, on Wednesday, 30th November 1966, at 10 a.m.:—

RENEWAL

Proprietary Club Liquor Licence

Seafarers Aqua Club, P.O. Box 274, Malindi.

G. M. OKWIYA,
Acting President,

Kilifi,
10th November 1966.

*North Coast Liquor Licensing
Court, Kilifi.*

GAZETTE NOTICE No. 4322

THE LIQUOR LICENSING ACT
(Cap. 121)

NAIROBI LIQUOR LICENSING COURT

THE following additional applications will be considered by the Nairobi Liquor Licensing Court at the special meeting to be held on 5th December 1966, at 2 p.m., at the District Commissioner's Office, Kenyatta Avenue, Nairobi, published under Gazette Notice No. 4239 of 15th November 1966:—

NEW APPLICATION

Malt and Non-spirituous Liquor Off-licence

New Kiruri Hotel (Chege Gachini), P.O. Box 10289, Nairobi: Plot No. 209/136/10/11, Racecourse Road, Nairobi.

TRANSFER

Malt and Non-spirituous Liquor Off-licence

Murang'a Provision Store (James Mbatia Macharia), P.O. Box 8512, Nairobi: Plot No. 209/5974/8, Ruvuma Road, Bahati, Nairobi. Transfer to Benson Gitau Kibuthu of P.O. Box 9688, Nairobi.

W. K. MARTIN,
President,

Nairobi,
17th November 1966.

Nairobi Liquor Licensing Court.

GAZETTE NOTICE No. 4323

THE LIQUOR LICENSING ACT
(Cap. 121)

KAKAMEGA LIQUOR LICENSING COURT

DULY approved by the Provincial Commissioner, Western Province, Kakamega, the following application will be considered at a special meeting of the above Court to be held in the District Commissioner's Office, Kakamega, on Wednesday, 30th November 1966, at 10 a.m.:—

Wholesale Liquor Licence

Baraka Lwoya, Plot No. 2, Majengo Market, P.O. Box 20, Maragoli.

D. G. KIMANI,
President,

Kakamega Liquor Licensing Court.

GAZETTE NOTICE No. 4324

THE TRADE MARKS ACT
(Cap. 506)

INTENDED APPLICATION TO REGISTER AN ASSIGNMENT

PURSUANT to a section 25 (7) of the above Act, notice is hereby given of an intended application received on the 4th day of October 1966, to register an assignment of the trade mark below, the said assignment being otherwise than in connexion with the goodwill of a business in the goods in which the trade mark was used in the business at the time of assignment.

Trade Mark No. 9489.—“FERNESTA” (word) in Class 5 (Schedule III) in respect of all goods included in this class. (Advertised under Gazette Notice No. 4872, page 1439, dated 8th December 1959.)

Registered Proprietor.—Plant Protection (Proprietary) Limited, of 40 Fox Street, Johannesburg, Transvaal, Republic of South Africa.

Name of Assignee.—Plant Protection Limited, of Yalding, Kent, England.

Address for service.—c/o Messrs. Kaplan and Stratton, advocates, of P.O. Box 111, Nairobi.

Nature of instruments.—Deed of Assignment dated the 27th day of September 1966, between Plant Protection (Proprietary) Limited as the Assignors of the one part and Plant Protection Limited as the Assignees of the other part.

A representation of the above-mentioned trade mark can be seen at the Trade Marks Registry, State Law Offices, Nairobi, and also in the publications of the Kenya or Official Gazette indicated above.

The registration of the said assignment will not be completed until the expiration of a period of two months from the date of publication of this notice. All communications in relation hereto should be addressed to the Registrar of Trade Marks, State Law Office, P.O. Box 30031, Nairobi.

O. J. BURNS,
Deputy Registrar of Trade Marks.

GAZETTE NOTICE No. 4325

THE TRADE MARKS ACT
(Cap. 506)

NOTICE is hereby given that any person who has grounds of opposition to the registration of any of the trade marks advertised herein according to the classes may, within 60 days from the date of this Gazette, lodge notice of opposition on Form T.M. No. 6 (in duplicate) together with a fee of Sh. 50.

Notice is also hereby given that official objection will be taken under rule 21 (3) to all applications in which the specification claims all the goods included in any class unless the Registrar is satisfied that the claim is justified by the use of the mark which the applicant has made, or intends to make if and when it is registered. Where an applicant considers that a claim in respect of all the goods included in a class can be justified it will save unnecessary delay in examining applications if a claim is filed simultaneously with the application, accompanied in appropriate cases by supporting documents.

The period for lodging notice of opposition may be extended by the Registrar as he thinks fit and upon such terms as he may direct. Any request for such extension should be made to the Registrar so as to reach him before the expiry of the period allowed.

Formal opposition should not be lodged until after reasonable notice has been given by letter to the applicant for registration so as to afford him any opportunity of withdrawing his application before the expense of preparing the notice of opposition is incurred. Failure to give such notice will be taken into account in considering any application by an opponent for an order for costs if the opposition is uncontested by the applicant.

Where it is stated in the advertisement of the applicant that the mark, upon its registration, is to be limited to certain colours, the colours are, as far as possible, indicated in the accompanying representations of the mark in the usual heraldic manner.

Representations of the marks advertised herein can be seen at the Trade Marks Registry, State Law Offices, Nairobi.

Applications for registration in Part A of the Register are shown with the official number unaccompanied by any letter. Applications for Part B are distinguished by the letter B prefixed to the official number.

CLASS 29—SCHEDULE III

DANONE

13585.—Yoghurts, preparations with a yoghurt base, fermented milk, prepared milks, aromatic milks and in general, all alimentary products derived from milk or with a milk basis. MONSIEUR DANIEL CARASSO, a Spanish national, manufacturers, of 24, Avenue Raphael, Paris, 16eme, France, and c/o Messrs. Kaplan and Stratton, advocates, P.O. Box 111, Nairobi. 10th November 1965.

CLASS 9—SCHEDULE III

TIME

13606.—Motion picture films; photographic films; television films; radio and television broadcasting programmes; musical programmes; radio and television broadcasts; sound and picture recording and reproducing media such as records, tapes, wires and other media. TIME, INCORPORATED, a corporation organised under the laws of the State of New York, United States of America, manufacturers, printers and publishers, of 1271 Avenue of the Americas, City of New York, State of New York, United States of America, and c/o Messrs. Atkinson, Cleasby and Company, advocates, P.O. Box 29, Mombasa. 20th November 1965.

CLASS 3—SCHEDULE III

LIFE

13565.—Bleaching preparations and other substances for laundry use; cleaning, polishing, scouring and abrasive preparations; soaps. UNILEVER LIMITED, manufacturers and merchants, of Port Sunlight, Cheshire, England, and c/o Messrs. Kaplan and Stratton, advocates, P.O. Box 111, Nairobi. 2nd November 1965.

CLASS 9—SCHEDULE III

LIFE

13607.—Motion picture films; photographic films, television films; radio and television broadcasting programmes; musical programmes; radio and television broadcasts; sound and

picture recording and reproducing media such as tapes, records, wires and other media. TIME, INCORPORATED, a corporation organised under the laws of the State of New York, United States of America, manufacturers, printers and publishers, of 1271 Avenue of the Americas, City of New York, State of New York, United States of America, and c/o Messrs. Atkinson, Cleasby and Company, advocates, P.O. Box 29, Mombasa. 20th November 1965.

CLASS 9—SCHEDULE III

Reader's Digest

13630.—Phonograph records. THE READER'S DIGEST ASSOCIATION INC., manufacturers, of 200 Park Avenue, New York, N.Y. 10017, U.S.A., and c/o Messrs. Kaplan and Stratton, advocates, P.O. Box 111, Nairobi. 3rd December 1965.

CLASS 7—SCHEDULE III



Manufactured In Kenya By:
DHIMAN AND SONS
BOX 18204, NAIROBI, TELEPHONE 59209,

The Kiswahili word "KIFARU" means RHINO in English. Registration of this trade mark shall give no right to the exclusive use of the words "DISC and PLOUGHS".

13752.—Agricultural implements. DHIMAN AND SONS. Partners: Sadhu Singh Dhiman, Kanwal Iqbal Singh, Kanwal Surjit Singh, Kamal Jit Singh, Mechanical and Metalizing Engineers, of P.O. Box 18204, Nairobi, and c/o Messrs. Dhiman and Sons, P.O. Box 18204, Nairobi. 11th February 1966.

O. J. BURNS,
Deputy Registrar of Trade Marks.

GAZETTE NOTICE No. 4326

THE AFRICAN CHRISTIAN MARRIAGE AND DIVORCE ACT
(Cap. 151)

LICENSED MINISTERS

NOTICE is hereby given that in exercise of the powers conferred by section 6 (1) of the African Christian Marriage and Divorce Act, the Ministers named in the Schedule hereto have been licensed to celebrate marriages under the provisions of such Act.

SCHEDULE

Denomination.—Diocese of Kisumu.

Names of Ministers:—

- Rev. Father John van den Elzen.
- Rev. Father Maurice Crean.
- Rev. Father Anthony Grimshaw.
- Rev. Father Philip Sulemeti.
- Rev. Father Festus Omusolo.
- Rev. Father Paul Onyango.
- Rev. Father Pascal Olal.

Denomination.—Presbyterian Church of East Africa.

Name of Minister.—Rev. Rebmann Wambaa.

Dated at Nairobi this 17th day of November 1966.

O. J. BURNS,
Deputy Registrar-General.

GAZETTE NOTICE No. 4327

THE EAST AFRICAN POWER AND LIGHTING CO., LTD.

NOTICE OF INTENTION TO AMEND APPLICATION

NOTICE is hereby given that the East African Power and Lighting Company, Limited, intends to amend its application to the Minister for Power and Communications for the extension of the area of supply of Distributing Licence No. 2 and Distributing Licence No. 16, as published in Gazette Notice No. 4230, which is hereby cancelled. Fresh notices with the same intent will be issued in due course.

GAZETTE NOTICE No. 4328

IN THE HIGH COURT OF KENYA AT NAIROBI
PROBATE AND ADMINISTRATION

TAKE NOTICE that applications having been made in this Court in:—

(1) CAUSE No. 287 OF 1966

By (1) Daulat Khanu Shamshudin Hasham (described in the will as Daulathkhanu Shamshudin Hasham), (2) Fatehali Hasham and (3) Sherali Hasham, all of P.O. Box 8166, Nairobi in Kenya, the executors named in the will of the deceased, through Messrs. Patel and Patel, advocates of Nairobi, for a grant of probate of the will of Shamshudin Hasham Mohamedali (quoted in his will as Shamshudin Hasham Mohamedali) of Nairobi in Kenya, who died at Kina Kuchinja in Tanzania, on the 31st day of January 1966.

(2) CAUSE No. 288 OF 1966

By Reg Norman Sampson of P.O. Box 30408, Nairobi in Kenya, one of the duly constituted lawfully appointed attorneys of Stanislaw Zbigniew Kmiecik of 77 Chancery Lane, London in England, the administrator of the estate of the deceased, through Messrs. Macdougall and Wollen, advocates of Nairobi, for rescaling in Kenya, the grant of letters of administration intestate granted by the Principal Probate Registry of the High Court of Justice in England at London, of the estate of Chandulal Gordhandas Sunderji Popat otherwise Chandulal Gordhandas Sunderji otherwise Chandulal Gordhandas Popat of London in England, who died at Innsbruck in Austria, on the 6th day of August 1965.

(3) CAUSE No. 289 OF 1966

By Roger Maurice Mauchaufee of P.O. Private Bag, Limuru in Kenya, the widower of the deceased, through Messrs. Macdougall and Wollen, advocates of Nairobi, for a grant of letters of administration intestate of the estate of Luce Marchelle Mauchaufee of Limuru aforesaid, who died at Limuru on the 25th day of August 1966.

(4) CAUSE No. 290 OF 1966

By (1) Ismail Velji Mawani, (2) Bahadurali Ismail Mawani and (3) Nizarali Ismail Mawani, all of P.O. Box 4027, Nairobi in Kenya, the executors named in the will of the deceased, for a grant of probate of the will of Aly Ismail Velji Mawani (described in the will as Ali Ismail Velji Mawani) of Nairobi aforesaid, who died at Nakuru in Kenya, on the 29th day of March 1966.

(5) CAUSE No. 291 OF 1966

By Bachulal Naranbhai Patel of P.O. Box 11205, Nairobi in Kenya, the son of the deceased, through M. D. Patel, Esq., advocate of Nairobi, for a grant of letters of administration intestate of the estate of Naranbhai Govind Patel of Nairobi aforesaid, who died at Nairobi on the 19th day of January 1966.

(6) CAUSE No. 292 OF 1966

By (1) Vallimohamed Abdulla of P.O. Box 309, Eldoret in Kenya, and (2) Tajdeen Abdulla of P.O. Box 12399, Nairobi in Kenya, the executors named in the will of the deceased, through Messrs. Shapley Barret Marsh and Co., advocates of Nairobi, for a grant of probate of the will of Abdulla Mohamed Ebrahim of Nairobi aforesaid, who died at Mombasa in Kenya on the 15th day of June 1964.

(7) CAUSE No. 293 OF 1966

By (1) Stephen Gray Smith of P.O. Box 6578, Nairobi in Kenya, and (2) Laurence Jamieson Campbell of P.O. Box 7, Kikuyu in Kenya, two of the executors named in the will and codicil of the deceased, through Messrs. Hamilton Harrison and Mathews, advocates of Nairobi, for a grant of probate of the will of Edward Carey Francis of Nairobi aforesaid, who died at Nairobi on the 27th day of July 1966.

The Court will proceed to issue the same unless cause be shown to the contrary and appearance in this respect entered on or before the 6th day of December 1966.

Nairobi,
17th November 1966.
*VIJAY KAPILA,
Deputy Registrar,
High Court of Kenya, Nairobi.*

NOTE

The wills and codicil mentioned above have been deposited in and are open to inspection at the Court.

GAZETTE NOTICE No. 4329

PROBATE AND ADMINISTRATION

TAKE NOTICE that after 14 days from the date of this Gazette, I intend to apply to the High Court at Nairobi for representation of the estates of the persons named in the second column of the Schedule hereto, who died on the dates respectively set forth against their names.

And further take notice that all persons having any claims against or interests in the estates of the said deceased persons are required to prove such claims or interests before me within two months from the date of this Gazette, after which date the claims and interests so proved will be paid and satisfied and the several estates distributed according to law.

SCHEDULE

<i>Public Trustee's Cause No.</i>	<i>Name of Deceased</i>	<i>Address</i>	<i>Date of Death</i>	<i>Testate or Intestate</i>
91/66	J. A. P. Ngulli ..	Machakos	5-11-66	Intestate
92/66	Kirui Muthiora ..	Limuru	5-1-65	Intestate

Nairobi,
17th November 1966.

T. B. H. PHILLIPS,
Assistant Public Trustee.

GAZETTE NOTICE No. 4330

NURDIN HASSANALI ESSAJA, DECEASED

NOTICE is hereby given, pursuant to section 29 of the Trustee Act (Cap. 167), that any person having any claim or interest in the estate of the late Nurdin Hassanali Essaji of Mombasa, Kenya, who died on the 29th day of April 1964, at Mombasa, is hereby required to send particulars in writing of his or her claim to Hassanali Essaji Kadibhai of P.O. Box 1576, Mombasa, on or before the 31st day of January 1967, after which date the administrator will distribute the estate among the persons entitled thereto, having regard only to the claims and interests of which he or she has notice and will not as respects the property so distributed be liable to any person of whose claim he or she will not then have had notice.

Dated this 26th day of October 1966.

HASSANALI ESSAJI KADIBHAI,
*Administrator of the estate of
Nurdin Hassanali Essaji, deceased.*

GAZETTE NOTICE No. 4331

SIR RICHARD OLOF WINSTEDT, K.B.E., C.M.G.,
DECEASED

NOTICE is hereby given that all creditors and other persons having any claims or demands against the estate of Sir Richard Olof Winstedt, K.B.E., C.M.G., deceased, late of 10, Ross Court, Putney Hill, Putney, London S.W.15, and also Nairobi, who died on the 2nd day of June 1966, are hereby required to send particulars in writing of their claims or demands to us, the undersigned, as advocates for the executor on or before 25th January 1967, after which date the said executor will proceed to distribute the assets of the said deceased amongst the persons entitled thereto having regard only to the debts, claims and demands of which he shall then have had notice, and he will not be liable for the assets of the said deceased or any part thereof so distributed to any person or persons of whose claims or demands he shall not then have had notice.

Dated this 22nd day of November 1966.

DAVID DRIMMIE,
*for Archer & Wilcock,
Advocates for the Executor
of the above-named deceased.*

GAZETTE NOTICE No. 4332

LT.-COL. CHARLES WILLIAM MARR YOUNG,
DECEASED

NOTICE is hereby given, pursuant to section 29 of the Trustee Act (Cap. 167), that any person having a claim against or an interest in the estate of the late Lt.-Col. Charles William Marr Young of P.O. Box 24941, Nairobi, who died at Nairobi on 3rd January 1966, is hereby required to send particulars in writing of his or her claim or interest to National and Grindlays Bank Limited, Trustee Department, P.O. Box 30402, Nairobi, before 22nd January 1967, after which date the administrator will distribute the estate among the persons entitled thereto having regard only to the claims and interests of which they have had notice and will not as respects the property so distributed be liable to any person of whose claim they shall not then have had notice.

Dated the 14th day of November 1966.

NATIONAL AND GRINDLAYS BANK LIMITED,
*Trustee Department,
P.O. Box 30402, Nairobi.*

GAZETTE NOTICE No. 4333

THE BANKRUPTCY ACT
(Cap. 53)NOTICE OF INTENDED DIVIDEND
(Summary Case)

Debtor's name.—Arjan Singh s/o Hira Singh, formerly trading as Arjan Singh Manku and Co.
Address.—P.O. Box 2835, Nairobi.
Description.—Trader.
Court.—High Court of Kenya at Nairobi.
No. of matter.—B.C. 38 of 1960.
Last day for receiving proofs.—8th December 1966.
Trustee's name.—Official Receiver.
Address.—P.O. Box 30031, Nairobi.

Nairobi,
17th November 1966.

M. L. HANNA,
Deputy Official Receiver.

GAZETTE NOTICE No. 4334

THE BANKRUPTCY ACT
(Cap. 53)

NOTICE OF DIVIDEND

Debtors' names.—(1) Chimanlal Nanubhai Patel and (2) Pranlal Nanubhai Patel, trading as P. N. Patel and Co.
Description.—Traders.
Court.—High Court of Kenya at Nairobi.
No. of matter.—B.C. 55 of 1959 (consolidated with B.C. 69 of 1959).
Amount per £.—Cents 56.
First or final or otherwise.—Second and final.
When payable.—25th November 1966.
Where payable.—At my office, Harambee Avenue, P.O. Box 30031, Nairobi.

Nairobi,
17th November 1966.

M. L. HANNA,
Deputy Official Receiver.

GAZETTE NOTICE No. 4335

THE BANKRUPTCY ACT
(Cap. 53)NOTICE OF DIVIDEND
(Under Composition)

Debtor's name.—Abdul Rehman s/o Sheikh A. Qadir, formerly trading as Sunlight Vulcanizing Works.
Address.—P.O. Box 477, Nairobi.
Description.—Works Manager.
Court.—High Court of Kenya at Nairobi.
No. of matter.—B.C. 2 of 1957.
Amount per £.—Sh. 1/65.
First or final or otherwise.—First.
When payable.—25th November 1966.
Where payable.—At my office, Harambee Avenue, P.O. Box 30031, Nairobi.

Nairobi,
16th November 1966.

M. L. HANNA,
Deputy Official Receiver.

GAZETTE NOTICE No. 4336

IN THE HIGH COURT OF KENYA AT NAIROBI
IN BANKRUPTCY AND WINDING-UP CAUSE NO. 8 OF 1966
IN THE MATTER OF EQUATORIAL MOTORS LIMITED
(In Liquidation)

AND

IN THE MATTER OF THE COMPANIES ACT
(Cap. 486)

NOTICE OF WINDING-UP ORDER

Name of Company.—Equatorial Motors Limited.
Address of registered office.—Plot No. 622, Central Square, Bank Street, Kisumu.
Registered postal address.—P.O. Box 255, Kisumu.
Court.—High Court of Kenya at Nairobi.
No. of matter.—Bankruptcy and Winding-up Cause No. 8 of 1966.
Date of order.—4th November 1966.
Date of presentation of petition.—21st September 1966.

Nairobi,
15th November 1966.

M. L. HANNA,
Deputy Official Receiver and
Provisional Liquidator.

GAZETTE NOTICE No. 4337

THE BANKRUPTCY ACT
(Cap. 53)NOTICE OF INTENDED DIVIDEND
(Summary Case)

Debtor's name.—Fakrudin Hassanali Mohamedbhai.
Address.—P.O. Box 2055, Nairobi.
Description.—Trader.
Court.—High Court of Kenya at Nairobi.
No. of matter.—B.C. 16 of 1955.
Last day for receiving proofs.—8th December 1966.
Trustee's name.—Official Receiver.
Address.—P.O. Box 30031, Nairobi.

Nairobi,
17th November 1966.

M. L. HANNA,
Deputy Official Receiver.

GAZETTE NOTICE No. 4338

THE BANKRUPTCY ACT

(Cap. 53)

NOTICE OF INTENDED DIVIDEND

Debtor's name.—Jagjivanbhai Kalidas Patel, formerly trading as National Cycle Mart.
Address.—Formerly off Duke Street, P.O. Box 6438, Nairobi.
Description.—Trader.
Court.—High Court of Kenya at Nairobi.
No. of matter.—B.C. 37 of 1953.
Last day for receiving proofs.—8th December 1966.
Trustee's name.—Official Receiver.
Address.—P.O. Box 30031, Nairobi.

Nairobi,
17th November 1966.

M. L. HANNA,
Deputy Official Receiver.

GAZETTE NOTICE No. 4339

IN THE HIGH COURT OF KENYA AT KISUMU
BANKRUPTCY CAUSE NO. 5 OF 1958

Re: Naranjan Singh Karam Singh and Bros., debtor

NOTICE OF RELEASE OF TRUSTEE

Debtors' names.—Niranjan Singh Karam Singh and Santa Singh Karam Singh, trading as Niranjan Singh Karam Singh and Bros.
Address.—P.O. Box 183, Kisumu.
Description.—Traders.
Court.—High Court of Kenya, Kisumu.
Trustee's name.—The Official Receiver.
Address.—Nehru Road, P.O. Box 993, Kisumu.
Date of release.—28th day of October 1966.

Kisumu,
28th October 1966.

J. O. ABRAHAM,
District Registrar, Kisumu.

GAZETTE NOTICE No. 4340

THE COMPANIES ACT

(Cap. 486)

AERODROME ROAD PROPERTIES LIMITED

CREDITORS' VOLUNTARY WINDING UP

NOTICE is hereby given, pursuant to section 294 of the Companies Act (Cap. 486), that a general meeting of the above-named Company will be held at Queensway House, York Street, Nairobi, on Saturday, the 17th day of December 1966, at nine o'clock in the forenoon for the purpose of having an account laid before them showing how the winding up has been conducted and the property of the Company disposed of, and of hearing any explanation that may be given by the liquidator. A member entitled to attend and vote at the above meeting may appoint a proxy to attend and vote instead of him. A proxy need not be a member of the Company.

And notice is also hereby given, pursuant to the same section, that a general meeting of the creditors of the above-named Company will be held at Queensway House, York Street, Nairobi, on the said 17th day of December 1966, at 9.30 in the forenoon for the purpose of having an account laid before them, showing how the winding up has been conducted and the property of the Company disposed of, and of hearing any explanation that may be given by the liquidator, and also of determining the manner in which the books, accounts and all other documents of the Company and of the liquidator shall be disposed of.

Dated this 8th day of November 1966.

I. R. LESLIE,
Liquidator,
P.O. Box 30158, Nairobi.

GAZETTE NOTICE No. 4341

**THE MOWLEM CONSTRUCTION COMPANY (1963)
LIMITED**
(In Voluntary Liquidation)

NOTICE is hereby given, in pursuance of section 283 of the Companies Act 1959, that a general meeting of the above-named Company will be held at Uniafric House, Koinange Street, Nairobi, on Thursday, 22nd December 1966, at 10 o'clock in the forenoon for the purpose of having an account laid before the members showing the manner in which the winding up has been conducted and the property of the Company disposed of and of hearing any explanation that may be given by the liquidator. A member entitled to attend and vote at the above meeting may appoint a proxy or proxies to attend and vote instead of him. A proxy need not be a member of the Company.

Dated this 17th day of November 1966.

WILLIAM THOMAS BLOOMFIELD,
Liquidator.

GAZETTE NOTICE No. 4342

IN THE MATTER OF THE COMPANIES ACT
(Cap. 486)

AND

IN THE MATTER OF SWAKUTA LIMITED
(In Voluntary Liquidation)

TAKE NOTICE that a meeting of the creditors in the above matter will be held at Room 338, Silopark House, Nairobi, on the 21st day of December 1966, at 3 o'clock in the afternoon.

Dated this 17th day of November 1966.

CHARLES S. HAWKINS,
Liquidator.

GAZETTE NOTICE No. 4343

IN THE MATTER OF THE COMPANIES ACT
(Cap. 486)

AND

IN THE MATTER OF SWAKUTA LIMITED
(In Voluntary Liquidation)

TAKE NOTICE that a meeting of the shareholders in the above matter will be held in Room 338, Silopark House, Nairobi, on the 21st day of December 1966, at 2.30 o'clock in the afternoon.

Dated this 17th day of November 1966.

CHARLES S. HAWKINS,
Liquidator.

GAZETTE NOTICE No. 4344

LION FINANCE COMPANY LIMITED

MEMBERS' VOLUNTARY WINDING UP

NOTICE is hereby given that the final meeting of the members of the above-named Company will be held in Mansion House, Wabera Street, Nairobi, on Friday, 23rd December 1966, at 10 a.m., in accordance with the provisions of and for the purposes laid down in section 283 (1) of the Companies Act.

Dated the 14th day of November 1966.

J. P. ORD,
Liquidator.

GAZETTE NOTICE No. 4345

LION INSURANCE COMPANY LIMITED

MEMBERS' VOLUNTARY WINDING UP

NOTICE is hereby given that the final meeting of the members of the above-named Company will be held in Mansion House, Wabera Street, Nairobi, on Friday, 23rd December 1966, at 10.15 a.m., in accordance with the provisions of and for the purposes laid down in section 283 (1) of the Companies Act.

Dated the 14th day of November 1966.

J. P. ORD,
Liquidator.

GAZETTE NOTICE No. 4346

THE JUBILEE INSURANCE COMPANY LIMITED
(INCORPORATED IN KENYA)

MOMBASA

LOSS OF POLICY

Policy No. 34362, on the life of Miss Lois Njambi d/o Douglas Kaimi, P.O. Box 19002, Nairobi.

APPLICATION has been made to this Company for the issue of duplicate of the above-numbered policy, the original having been reported as lost or misplaced. Notice is hereby given that unless objection is lodged to the contrary at the Office of the Company within 30 days from the date hereof, duplicate policy will be issued.

M. R. HOSANGADY,
Executive Director,
Head Office,
P.O. Box 220, Mombasa.

Mombasa,
12th November 1966.

GAZETTE NOTICE No. 4347

THE SOCIETIES ACT
(Cap. 108)

PURSUANT to section 9 (1) of the Societies Act (Cap. 108), having reason to believe that the societies listed in the Schedule hereto have ceased to exist, the Registrar of Societies hereby calls upon the said societies to furnish him with proof of their existence within three months of the date hereof.

SCHEDULE

Sikh Students' Federation, Nairobi.
Tupelo Club.
Shree Limbacha Gnati Mandal, Nairobi.
Kenya African Church, Manza Branch.
Kenya African Church, Kathaana Branch.

Dated this 17th day of November 1966.

J. M. KYENDO,
for Registrar of Societies.

GAZETTE NOTICE No. 4348

THE SOCIETIES RULES
(Cap. 108, Sub. Leg.)

PURSUANT to rule 17 of the Societies Rules, notice is hereby given that—

- (a) the societies listed in the First Schedule hereto have been registered; and
- (b) the society listed in the Second Schedule hereto has been refused registration,

under the provisions of the Societies Act (Cap. 108).

FIRST SCHEDULE

Name of Society	Date Registration Effected
Wokofu African Church	11-11-66
Riwrrook Kakmie (Kano) Nairobi	11-11-66
Esilaba Group Society	11-11-66
Dagoretti Butchers Union	11-11-66
Maendeleo Country Club	11-11-66
Nairobi Rifle Club	15-11-66

SECOND SCHEDULE

Name of Society	Date of Refusal
Nyeri Liquor Dealers Association	11-11-66

Dated this 17th day of November 1966.

J. M. KYENDO,
for Registrar of Societies.

GAZETTE NOTICE No. 4349

THE SOCIETIES RULES
(Cap. 108, Sub. Leg.)

PURSUANT to rule 17 of the Societies Rules, notice is hereby given of change of name of the registered society named in the Schedule hereto.

SCHEDULE

Kenya National Chamber of Commerce and Industry, Thika Chapter, to Kenya National Chamber of Commerce and Industry, Thika Branch.

Dated this 17th day of November 1966.

J. M. KYENDO,
for Registrar of Societies.

GAZETTE NOTICE No. 4350

(CS/1377/18)

THE CO-OPERATIVE SOCIETIES ACT

(Cap. 490, section 49)

APPOINTMENT OF LIQUIDATOR

(Variation Order)

WHEREAS by order dated the 27th day of July 1966, John Richard Kabaa was appointed liquidator of Githunguri Farmers Co-operative Society Limited:

And whereas the said John Richard Kabaa is unable to act as liquidator:

Now, therefore, do I appoint Peter Gachihi Miatu to be liquidator in the matter of the aforesaid Co-operative Society.

Given under my hand at Nairobi this 26th day of October 1966.

Dated this 26th day of October 1966.

J. G. AYUGI,
for Acting Commissioner
for Co-operative Development.

GAZETTE NOTICE No. 4351

(CS/1467/9)

THE CO-OPERATIVE SOCIETIES ACT

(Cap. 490, section 49)

APPOINTMENT OF LIQUIDATOR

(Variation Order)

WHEREAS by order dated the 27th day of July 1966, Labon Livingstone Atyenda M'Mayi was appointed liquidator of Ngu-nyumu Co-operative Society Limited:

And whereas the said Labon Livingstone Atyenda M'Mayi is unable to act as liquidator:

Now, therefore, do I appoint George Maurice Othieno to be liquidator in the matter of the aforesaid Co-operative Society.

Given under my hand at Nairobi this 16th day of September 1966.

J. G. AYUGI,
for Acting Commissioner
for Co-operative Development.

GAZETTE NOTICE No. 4352

(CS/31/Vol. II/199)

THE CO-OPERATIVE SOCIETIES ACT

(Cap. 490, section 49)

APPOINTMENT OF LIQUIDATOR

(Variation Order)

WHEREAS by order dated the 19th day of January 1966, Henry Eric Agimba was appointed liquidator of Taita Vegetable Co-operative Society Limited:

And whereas the said Henry Eric Agimba is unable to act as liquidator:

Now, therefore, do I appoint John Richard Njoroge Kabaa to be liquidator in the matter of the aforesaid Co-operative Society.

Given under my hand at Nairobi this 14th day of November 1966.

JOSEPH G. AYUGI,
for Acting Commissioner
for Co-operative Development.

GAZETTE NOTICE No. 4353

THE MINISTRY OF NATURAL RESOURCES

SALE OF PLANTATION THINNINGS

TENDERS are invited for the right to fell and remove thinnings from 18 Cypress plantations, three *Pinus radiata* plantations, two *Pinus patula* plantations in Geta Forest District.

Tender papers may be obtained by application to the Secretary, Revenue Tender Board, P.O. Box 30513, Nairobi, or from the Divisional Forest Officer, P.O. Box 8, Thomson's Falls.

Tenders must be submitted to reach the Secretary, Revenue Board, P.O. Box 30513, Nairobi, by 11 a.m. on 21st December 1966.

J. NYAROO,
for Chief Conservator of Forests.

GAZETTE NOTICE No. 4354

INTERNATIONAL DEVELOPMENT ASSOCIATION

NOTICE TO STRUCTURAL STEELWORK CONTRACTORS

Education Project for the Government of Kenya
(Reference.—CIC/KENYA IDA 6/54114)

THE Crown Agents, acting for and on behalf of the Government of Kenya as their duly authorized agents, invite tenders for the supply of approximately 1,000 tons of standardized light structural steel frames, roof trusses and other components.

The contract will include the supply and partial fabrication of the steelwork delivered either—

(a) F.O.B. at a port from which frequent and regular sailings to Mombasa take place; or

(b) C. and F. Mombasa.

Contractors interested in tendering for this work should apply on or before 5th December 1966, to the address given below, quoting the reference given at the head of this notice, for copies of the tender documents, enclosing a remittance for £2 (which is not returnable) to cover the cost of the documents. Tenders must be returned by 1 p.m. on 9th January 1967.

Applications for tender documents from firms situated in East Africa may be made in writing to the Crown Agents' Representative, P.O. Box 7246, Nairobi. A remittance for Sh. 40 must accompany the application.

This notice supersedes a preliminary notice of this project issued by the Permanent Secretary for Works, Nairobi, and those who replied to the preliminary notice must reapply for tender documents as they will not be sent to them automatically.

CROWN AGENTS FOR OVERSEA GOVERNMENTS AND ADMINISTRATIONS,
4, Millbank,
London S.W.1.

GAZETTE NOTICE No. 4355

THE CENTRAL NYANZA DISTRICT

TENDER

TENDERS are invited for the supply of foodstuffs and miscellaneous commodities to Government Departments in Kisumu area during the period 1st January to 31st December 1967.

Tender documents may be obtained against written application from the District Commissioner, Central Nyanza, Kisumu. Final time and date for submission of tenders—12 noon, Thursday, 1st December 1966.

A. P. FONSECA,
for District Commissioner,
Central Nyanza,
Kisumu.

GAZETTE NOTICE No. 4356

THE KERICHO DISTRICT

TENDERS FOR FOODSTUFFS, FUEL, UNIFORMS, ETC.

TENDERS are invited for the supply of the above in the Kericho District for the calendar year 1967.

Tender forms giving details are available in the Office of the District Commissioner, Kericho. Tenders in sealed envelopes must be submitted before noon to the Office of the District Commissioner, P.O. Box 19, Kericho, on 30th November 1966.

B. E. O. OSARE,
District Commissioner,
Kericho.

Kericho,
10th November 1966.

GAZETTE NOTICE No. 4357

THE KITUI DISTRICT

TENDERS FOR FOODSTUFFS, FUEL, UNIFORMS, ETC.

TENDERS are invited for the supply of the above in the Kitui District for the calendar year 1967.

Tender forms giving full details are available in the Office of the District Commissioner, Kitui. Tenders must be submitted before noon to the Office of the District Commissioner, Kitui, on 19th November 1966.

Dated this 3rd day of November 1966.

D. M. KIMANI,
for District Commissioner,
Kitui.

GAZETTE NOTICE No. 4358

THE COUNTY COUNCIL OF THE CENTRAL RIFT

TENDERS: TYRES AND TUBES, 1967

TENDERS are invited for the supply of tyres and tubes for the year commencing 1st January 1967.

Forms of tender and full particulars may be obtained from the undersigned.

The closing date for receipt of tenders is noon on Saturday, 26th November 1966.

The Council does not bind itself to accept the lowest or any tender.

L. E. TARPLEE,
Clerk of the Council,
County Hall,
P.O. Box 138, Nakuru.

Nakuru,
10th November 1966.

GAZETTE NOTICE No. 4359

THE MURANG'A DISTRICT

TENDERS FOR FOODSTUFFS, FUEL, UNIFORMS, ETC.

TENDERS are invited for the supply of the above in the Murang'a District for the calendar year 1967.

Tender forms giving full details are available in the Office of the District Commissioner, Murang'a. Tenders must be submitted before noon to the Office of the District Commissioner, Murang'a, on 25th November 1966.

C. K. KOINANGE,
District Commissioner,
Murang'a.

Murang'a,
5th November 1966.

GAZETTE NOTICE No. 4360

THE TURKANA DISTRICT

TENDERS FOR FOODSTUFFS, UNIFORMS, MEAT, TRANSPORTATION OF GOVERNMENT STORES AND FAMINE RELIEF FOODSTUFFS, ETC.

TENDERS are invited for supply of the above in the Turkana District for the calendar year 1967.

Tender forms giving full details are available in the Office of the District Commissioner, Turkana. Tenders must be submitted before noon to the Office of the District Commissioner, Turkana, on 30th November 1966.

E. W. MAINA,
for District Commissioner,
Turkana.

GAZETTE NOTICE No. 4361

THE COUNTY COUNCIL OF KIPSIGIS

CLOSURE OF ROADS

NOTICE is hereby given that, under a provision of section 71 of the Traffic Act (Cap. 403), all roads (other than bitumen) in the Kipsigis County area are closed to all vehicles over $1\frac{1}{2}$ tons laden weight during such time as the said roads are wet unless special consent has been obtained in writing from the Clerk of the Council.

The purpose of this closure is to prevent roads being damaged when they are wet, and any vehicle found damaging a road when it is wet will be reported to the Police for prosecution.

The attention of owners and drivers is drawn to the penalties described in sections 72 and 118 of the Traffic Act.

Owners of buses are reminded that this notice applies to all buses over $1\frac{1}{2}$ tons tare weight and buses must therefore wait until roads are dry before proceeding on their journeys, and passengers should be warned accordingly of possible delays in the departure and arrival times of buses during rainy periods.

S. SOI,
Clerk of the Council,
County Council of Kipsigis.

GAZETTE NOTICE No. 4362

THE KAKAMEGA URBAN COUNCIL

SUPPLEMENTARY VALUATION ROLL 1965

NOTICE is hereby given that no objections to the Supplementary Valuation Roll 1965 having been received the said roll has been signed and certified to that effect in accordance with section 12 (1) of the Valuation for Rating Act and now becomes the Supplementary Valuation Roll 1965 for Kakamega Urban Council.

A. I. SUNGUTI,
Acting Clerk,
Kakamega Urban Council.

GAZETTE NOTICE No. 4363

THE LOCAL GOVERNMENT ELECTIONS RULES 1966

(L.N. 101 of 1966)

CERTIFICATE OF RESULT OF ELECTION

I, Harun M. ole Lempaka, the Returning Officer for Kirinyaga County Electoral Area, do hereby certify that the following person has been duly elected as Councillor for the Kirinyaga County Council:—

Name.—Eustace Njuguna.

Place of residence.—Thiba.

Occupation or description.—Farmer.

Dated this 7th day of November 1966.

H. M. LEMPAKA,
Returning Officer.

GAZETTE NOTICE No. 4364

LOCAL GOVERNMENT BY-ELECTIONS

THE KILIFI COUNTY COUNCIL

IT IS notified for general information that the following seat has fallen vacant as a result of the resignation of the member who held the seat.

Electoral Area	No. of Seats
Kayafungo	One

Nomination papers may be delivered by the candidates to the District Commissioner's Office at Kilifi, between the hours of eight o'clock in the morning and noon on 18th November 1966.

Nomination forms may be obtained at the District Commissioner's Office, Kilifi, or District Officer, Kaloleni, on any week-day except Sunday and public holiday between the hours of nine o'clock in the morning and noon. The Returning Officer will prepare a nomination paper for signature at the request of a voter.

If the election is to be contested, the poll will take place on 9th December 1966.

Dated this 5th day of November 1966.

G. M. OKWIYA,
Acting Returning Officer,
Kilifi.

NOTES

(1) The attention of candidates and persons nominating is drawn to the rules for filling up nomination papers and other provisions relating to nomination contained in the Local Government Elections Rules 1966.

(2) Every person guilty of a corrupt or illegal practice will, on conviction, be liable to the penalties imposed by the Election Offences Act.

GAZETTE NOTICE No. 4365

NOTICE OF CHANGE OF NAME

I, Mrs. Sakina Mohamed of P.O. Box 5697, Nairobi in Kenya, the mother and natural guardian of my son Shamsherali hereby give notice that by a deed poll dated the 13th day of May 1966, duly executed by me (and attested by Shirin Esmail, advocate, Nairobi) the use of the former name Karim of my said son has been renounced and abandoned and in lieu thereof the name of Shamsherali has been assumed and adopted for all purposes, I therefore authorize and request all persons to designate, describe and address my son by the name of Shamsherali.

Dated at Nairobi this 12th day of November 1966.

MRS. SAKINA MOHAMED.

GAZETTE NOTICE No. 4366

NOTICE OF CHANGE OF NAME

I, Bairajba w/o Ramsinh Jiyaji Jadeja of Nairobi in Kenya, do hereby give public notice that a deed poll dated 22nd August 1966, duly executed and attested and registered in the Registry of Documents at Nairobi in Volume B3, Folio 263/205, I have abandoned the use of the name of Lilaba and in lieu thereof I have assumed and/or adopted the name of Bairajba.

In pursuance of the change and adoption of name as aforesaid, I declare that I shall at all times hereafter upon all occasions whatsoever and wheresoever use and sign and/or subscribe my name as Bairajba.

BAIRAJBA w/o RAMSINH JIYAJI JADEJA.

GAZETTE NOTICE NO. 4367

THE TRANSFER OF BUSINESSES ACT
(Cap. 500)

NOTICE is hereby given that the business of hotel, bar, boarding and lodging carried on by John James Roberts under the name and style of Kikambala Beach Hotel on Plot No. 329 of Section III, Mainland North in the Kilifi District of the Coast Province of Kenya, has, with effect from the 5th day of November 1966, been sold and transferred to (1) Tajdin Kassam Jivraj, (2) Akberali Kassam Jivraj, (3) Sherali Kassam Jivraj and (4) Muradali Kassam Jivraj who will continue to carry on the said business at the same place and under the same name of Kikambala Beach Hotel.

The address of the transferor is P.O. Box 9051, Mombasa.

The address of the transferees is P.O. Box 408, Mombasa.

All debts due and owing by the transferor in respect of the said business of Kikambala Beach Hotel up to and including the 5th day of November 1966, will be received and paid by the transferor. The transferees do not assume nor do they intend to assume any liabilities whatsoever incurred in the said business by the transferor up to and including the said 5th day of November 1966.

Dated at Mombasa this 9th day of November 1966.

C. K. KANJI,
for A. B. Patel & Patel,
Advocates for the Transferor and
the Transferees.

GAZETTE NOTICE NO. 4368

THE TRANSFER OF BUSINESSES ACT
(Cap. 500)

NOTICE is hereby given that the business of restaurant and bar carried on by Hassan Meharali Shroff, Abdulaziz Virani and Ahmedali Hasham Mohamed under the firm name or style of The Chick at Commerce House, Government Road, Nairobi, is, as from the 30th day of April 1966, sold and transferred to Chick Limited who will carry on the said business at the same place.

The address of the transferors is P.O. Box 9040, Nairobi.

The address of the transferee is P.O. Box 7323, Nairobi.

All the debts due and owing by the transferors in respect of the said business of The Chick up to and including the 29th day of April 1966, will be received and paid by the transferors. The transferee does not assume nor does it intend to assume any liabilities whatsoever incurred in the said business by the transferors up to and including the said 29th day of April 1966.

Dated this 14th day of November 1966.

A. S. G. KASSAM & CO.,
Advocates for the Transferors.
ZAHER AHAMED & CO.,
Advocates for the Transferee.

GAZETTE NOTICE NO. 4369

THE TRANSFER OF BUSINESSES ACT
(Cap. 500)

NOTICE is hereby given that the business carried on by Shamsudin Hassam Mohamed of P.O. Box 534, Nairobi, Kenya, under the firm name and style of Vita Products at Plot No. L.R. 209/37/134, Buckley Road, Nairobi aforesaid, was on the 31st day of October 1966, sold and transferred to Gulamali G. Tharani, Esmail Gulamali Lalani and Noorallah H. Alibhai all of P.O. Box 1640, Nairobi aforesaid, who will carry on the said business under the same business name and style at the same address.

The address of the transferor is P.O. Box 534, Nairobi.

The address of the transferees is P.O. Box 1640, Nairobi.

The transferees have not assumed and do not intend to assume any of the liabilities incurred in the said business by the transferor up to and including the said 31st October 1966, and the same will be paid and discharged by the transferor. All debts due and owing to the transferor in respect of the said business up to and including the said 31st October 1966, will be received by the transferor.

Dated at Nairobi this 16th day of November 1966.

AZIZ MOHAMED,
for A. S. G. Kassam & Company,
Advocates for the Transferor and
the Transferee.

GAZETTE NOTICE NO. 4370

THE TRANSFER OF BUSINESSES ACT
(Cap. 500)

NOTICE is hereby given that the business carried on by Badrudin Kara Kanji of P.O. Box 10660, Nairobi, Kenya, under the firm name and style of Badru Radio Service at Plot No. L.R. 209/2556, Fort Hall Road, Nairobi aforesaid, was, on the 31st day of October 1966, sold and transferred to Gulamali Hasham Noormohamed of P.O. Box 2351, Nairobi aforesaid, who will carry on the said business under the same business name and style at the same address.

The address of the transferor is P.O. Box 10660, Nairobi.

The address of the transferee is P.O. Box 2351, Nairobi.

The transferee has not assumed and does not intend to assume any of the liabilities incurred in the said business by the transferor up to and including the said 31st October 1966, and the same will be paid and discharged by the transferor. All debts due and owing to the transferor in respect of the said business up to and including the said 31st October 1966, will be received by the transferor.

Dated at Nairobi this 14th day of November 1966.

AZIZ MOHAMED,
for A. S. G. Kassam & Company,
Advocates for the Transferor
and the Transferee.

NOW ON SALE

**EXCHANGE CONTROL
ADMINISTRATIVE NOTICES
AND INSTRUCTIONS**

(4TH EDITION)

Price: Sh. 20 (Postage Sh. 1)

Obtainable from the Government Printer, Nairobi

1963 SUPPLEMENT—LAWS OF KENYA

IT IS notified for general information that the Second Annual Supplement to the Laws of Kenya in respect of the year 1963 is now available from the Government Printer—Price Sh. 100.

DEVELOPMENT PLAN

1966-70

Price: Sh. 20 (Postage 1/50)

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