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CORRIGENDUM

IN Gazette Notice No. 3383 of 13th November 1970, page 1241—

Insert "Kyai Farmers Co-operative Society Limited (In Liquidation)" below "(Cap. 490)".

GAZETTE NOTICE No. 3499

PUBLIC SERVICE COMMISSION OF KENYA

APPOINTMENTS

ISAAC KINGORI WARUGONGO, to be Provincial Health Inspector, Coast Province, with effect from 18th April 1970.
 MOHAMED HUSSEIN NGOTO, to be District Health Inspector, Kilifi District, with effect from 8th June 1970.
 MOHAMED SKANDA, to be District Health Inspector, Tana River District, with effect from 29th May 1970.
 MOTOLA ZAKARIA MWANIWA, to be District Health Inspector, Taita District, with effect from 28th May 1970.
 DAVID FRANK MALLINGI, to be District Health Inspector, Lamu District, with effect from 19th May 1970.
 GEORGE MUMBO MBATH, to be Port Health Inspector, Mombasa Port, with effect from 9th February 1970.
 ERASTUS MUTUNGA, to be Provincial Health Inspector, Central Province, with effect from 1st December 1969.
 ALI MOHAMED KIDIKU, to be District Health Inspector, Nyeri District, with effect from 21st May 1969.
 SALIM OMAR MOHAMED, to be District Health Inspector, Nyandarua District, with effect from 1st July 1970.
 STEPHEN NJAU, to be District Health Inspector, Murang'a District, with effect from 28th May 1970.
 JOHN TENDWA ITEBETE, to be District Health Inspector, Kirinyaga District, with effect from 17th June 1969.
 HEZEKIAH ELIJAH KARIUKI KINYANJUI, to be Provincial Health Inspector, Rift Valley Province, with effect from 8th March 1967.
 WALTER KUBAI, to be District Health Inspector, Kajiado District, with effect from 28th May 1970.
 EMMAN CHESA, to be District Health Inspector, Narok District, with effect from 25th April 1969.
 MOURICE MBAI OBONYO, to be District Health Inspector, Kericho District, with effect from 4th November 1969.
 DAVID KABERA BULUNGU, to be District Health Inspector, Baringo District, with effect from 1st July 1970.
 ALLAN KARANJA, to be District Health Inspector, Samburu District, with effect from 1st September 1969.
 ALFRED KIPSIELE ARAP BETT, to be District Health Inspector, Garissa District, with effect from 20th September 1970.
 JOSEPH WAIHAKA WAKIANDA, to be District Health Inspector, Wajir District, with effect from 1st January 1969.
 PAUL OKWANDA, to be District Health Inspector, Mandera District, with effect from 13th June 1970.
 JULIUS MURATHE, to be District Health Inspector, Meru District, with effect from 28th May 1970.
 MAXWELL MBURU ROBERT, to be District Health Inspector, Marsabit District, with effect from 12th May 1969.
 ZAKEO PHILIP GICHAAGA, to be Provincial Health Inspector, Eastern Province, with effect from 25th September 1968.
 RICHARD WEFWAFWA WALUKANO, to be District Health Inspector, Embu District, with effect from 17th July 1967.
 BERNARD WAMBUA, to be District Health Inspector, Kitui District, with effect from 29th May 1970.
 ISAAC OKULO OMERRI, to be District Health Inspector, Machakos District, with effect from 6th September 1968.
 NELSON GICHOHI MWANGI, to be District Commissioner, Kisii District, Nyanza Province, with effect from 10th September 1970.
 ERASTUS M'KIRIMANIA, to be District Commissioner, Wajir District, North-Eastern Province, with effect from 27th June 1970.
 HEMAN MACHARIA WAIHANJII, to act as Chief Personnel Officer, Ministry of Health, with effect from 17th October 1970.
 ELLY ANYUNBA, to act as Senior Planning Officer, Ministry of Tourism and Wildlife, with effect from 27th August 1970.

PROMOTIONS

FRANCIS MWANGI NJUGUNA, to be Senior Assistant Secretary, Office of the President, with effect from 3rd November 1969.
 SIMON DANSON GATHIUNI, to be Deputy Secretary, Ministry of Lands and Settlement, with effect from 26th January 1970.
 AYUB HABEL MURAYA, to be Deputy Chief Education Officer, Ministry of Education, with effect from 11th November 1970.
 HANNINGTON FREDRICK MTULA, to be Deputy Chief Education Officer, Ministry of Education, with effect from 11th November 1970.
 HERBERT JACOB KANINA, to be Chief Inspector of Schools, Ministry of Education, with effect from 1st July 1970.

REVERSION

DAVID ALEX MUSILLA, ceased to act as District Commissioner, Laikipia District, Rift Valley Province, with effect from 1st August 1970.

By Order of the Commission.

A. A. A. EKIRAPA,
*Secretary,
 Public Service Commission of Kenya.*

GAZETTE NOTICE No. 3500

THE HOUSING ACT

(Cap. 117)

APPOINTMENT

IN EXERCISE of the powers conferred by section 3 (2) of the Housing Act, the Minister for Housing hereby appoints—

HON. MADHBUTI

to be a member of the National Housing Corporation in the place of Hon. G. G. Kariuki whose appointment is hereby terminated.

Dated this 13th day of November 1970.

P. J. NGEI,
*Minister for Housing and
 Deputy Leader of Government Business.*

GAZETTE NOTICE No. 3501

THE REGULATION OF WAGES AND CONDITIONS OF EMPLOYMENT ACT

(Cap. 229)

GENERAL WAGES ADVISORY BOARD

IN EXERCISE of the powers conferred by section 4 of the Regulation of Wages and Conditions of Employment Act, the Minister for Labour hereby appoints the persons set out in the Schedule to this notice as members of the General Wages Advisory Board.

Gazette Notice Nos. 2687 of 1966, 2127 of 1967 and 846 of 1968 are hereby cancelled.

SCHEDULE

(a) Independent Members:—

Shadrach N. Okova (*Chairman*).
 Charles J. Ashby (*Deputy Chairman*).
 Musa Omolo.
 Graham C. Clark.

(b) Members representing employers:—

Christopher H. Malavu.
 David Wanguhu.
 David Richmond.

(c) Members representing employees:—

Philip Mwangi.
 John B. Odera.
 Samson Kubai.

Dated this 17th day of November 1970.

E. N. MWENDWA,
Minister for Labour.

GAZETTE NOTICE No. 3502

THE BANKING ACT 1968

(No. 56 of 1968)

BANK HOLIDAY

IN EXERCISE of the powers conferred by section 25 of the Banking Act 1968, the Minister for Finance and Economic Planning hereby declares the 7th December 1970, a bank holiday for the National and Grindlays Bank Limited.

Dated this 18th day of November 1970.

MWAI KIBAKI,
Minister for Finance and Economic Planning.

GAZETTE NOTICE No. 3503

JUDICIAL SERVICE COMMISSION

APPOINTMENT OF DISTRICT MAGISTRATES

IN EXERCISE of the powers conferred by section 69 of the Constitution of Kenya and by sections 6, 7 and 8 of the Magistrate's Courts Act 1967, the Judicial Service Commission hereby appoints the persons named in the first column to be District Magistrates, with power to hold a Magistrate's court of the class designated in the second column, and assigns them to the districts named in the third column.

Name	Class of Court	District
Musa Mackenzie Lusiola ..	First Class	Samburu
Peter Ndwiga Njeru ..	Second Class	Mandera
Joseph Anderson Muriithi ..	Third Class (Remand and Bail only)	Mandera
Meitekin Jonah Kirorei ..	Third Class (Remand and Bail only)	Kajiado

Dated this 13th day of November 1970.

M. K. MWENDWA,
Chairman,
Judicial Service Commission.

GAZETTE NOTICE No. 3504

THE SOCIETIES ACT 1968

(No. 4 of 1968)

APPOINTMENT OF RECEIVER

IN EXERCISE of the powers conferred by section 33 of the Societies Act 1968, the Attorney-General hereby appoints the Official Receiver of the Republic of Kenya to be Receiver of—

KENYA MASTER AID SOCIETY

a society which has had its registration cancelled, and vests in the Receiver all property of the society, both movable and immovable.

Dated this 20th day of November 1970.

C. NJONJO,
Attorney General.

GAZETTE NOTICE No. 3505

THE SOCIETIES ACT 1968

(No. 4 of 1968)

APPOINTMENT OF RECEIVER

IN EXERCISE of the powers conferred by section 33 of the Societies Act 1968, the Attorney-General hereby appoints the Official Receiver of the Republic of Kenya to be Receiver of—

YOUTH MOVEMENT SOCIETY

a society which has had its registration cancelled, and vests in the Receiver all property of the society, both movable and immovable.

Dated this 20th day of November 1970.

C. NJONJO,
Attorney General.

GAZETTE NOTICE No. 3506

THE PARLIAMENTARY AND PRESIDENTIAL ELECTIONS REGULATIONS 1969

(L.N. 221 of 1969)

NOMINATION

PURSUANT to regulation 46 (3) of the Parliamentary and Presidential Elections Regulations 1969, the Supervisor of Elections hereby notifies that the person named below has been nominated by the Kenya African National Union for the ensuing Parliamentary Election in the constituency shown against his name.

Constituency	Name
West Mugirango	Benson Kegoro Ogcro.

Dated this 19th day of November 1970.

N. J. MONTGOMERY,
Supervisor of Elections.

GAZETTE NOTICE No. 3507

EMPLOYMENT OF POLICE FOR PRIVATE PURPOSES

NOTICE

FURTHER to Gazette Notice No. 2177 dated 31st July 1970, it is hereby notified, for general information, that the charges for the hire of Police on motor-cycle for a period not exceeding one hour or part thereof will be as follows:—

	K.Sh.
Inspector	75
Sergeant	55
Corporal	50
Constable	45

Application for the services of Police for any approved private purpose, which can only be supplied when the exigencies of the service permit, should be made to the Police Officer-in-Charge of the district concerned.

In the case of armed riders the charges for a period not exceeding one hour or part thereof will be KSh. 105; 80; 70; and 60 for Inspectors, Sergeants, Corporals and Constables respectively.

Nairobi,
16th November 1970.

B. N. HINGA,
Commissioner of Police.

GAZETTE NOTICE No. 3508

THE RECORDS DISPOSAL ACT

(Cap. 14)

NOTICE OF INTENDED DESTRUCTION OF COURT RECORDS

IN ACCORDANCE with the Records Disposal (Court) Rules, notice is hereby given that three months after the date of this notice I intend to apply to the Chief Justice for leave to destroy the records, books and papers of the Court of 1st, 2nd and 3rd Class Magistrate at Kilifi set out below:—

Class of Magistrate	Year	Criminal Cases only
1st	1947 ..	1 to 81.
3rd	1947 ..	1 to 31.
1st	1948 ..	1 to 58.
3rd	1948 ..	1 to 24.
1st	1949 ..	1 to 32.
2nd	1949 ..	1 to 55.
1st	1950 ..	1 to 10; 12-141.
2nd	1950 ..	1 to 20.
3rd	1950 ..	1 to 49; 51-67.
1st	1951 ..	1 to 103; 105-187; 189-204; 206-285; 288-299; 301-306; 310-317; 319-354.
3rd	1951 ..	1 to 28; 30-44.
1st	1952 ..	1 to 26; 28-48; 50-63; 65-95.
2nd	1952 ..	1 to 227.
3rd	1952 ..	1 to 37.
1st	1953 ..	1 to 59.
2nd	1953 ..	1 to 119.
3rd	1953 ..	1 to 105.
1st	1954 ..	1 to 84.
2nd	1954 ..	1 to 356.
1st	1955 ..	121 to 227.
2nd	1955 ..	1 to 20.
3rd	1955 ..	1 to 90.
1st	1956 ..	1 to 171.
2nd	1956 ..	1 to 95.
1st	1957 ..	1 to 295.
2nd	1957 ..	1 to 179.
1st	1958 ..	1 to 29.
2nd	1958 ..	1 to 259.
3rd	1958 ..	1 to 89.

Civil Cases only

3rd	1947 ..	1, 2, 4, 5, 7.
3rd	1949 ..	1-2; 4-7.
1st	1950 ..	1 to 6.
2nd	1952 ..	1 to 4.
2nd	1953 ..	1 to 2.
3rd	1953 ..	1 to 3; 5-8.

Traffic Cases only

1st	1955 ..	1-4; 6-12; 15-18; 24-27; 29-31; 33-35; 36; 51-54; 59; 61-74; 80; 102-106; 110-116; 118-119.
1st	1958 ..	1 to 141.

Any person desiring the return of exhibit in any of the above cases must make his claim before 10th February 1971.

Dated this 10th day of November 1970.

J. K. MWANG'OMBE,
District Magistrate, Kilifi.

GAZETTE NOTICE No. 3509

THE RECORDS DISPOSAL ACT

(Cap. 14)

NOTICE OF INTENDED DESTRUCTION OF COURT RECORDS

IN ACCORDANCE with the Records Disposal (Courts) Rules, notice is hereby given that three months after the date of this notice, I intend to apply to the Chief Justice for leave to destroy the records, books and papers of the Court of the District Magistrate III, at Kilifi as set out below:—

Year	Civil Cases only
1957 ...	226-227.
1958	1-4, 6-12, 14-25, 27-53, 55-58, 60-66, 68-70, 72, 74-85, 87-93, 95, 97, 99-100, 102-103, 105-107, 109-110, 112-114, 116-118, 120, 124-125, 127-135, 137-143, 145, 147, 149-156, 161-168, 70-174, 176-177, 179-186, 188-193, 198-202, 204, 206-208, 212, 215-218, 220-223, 225, 230-231, 233, 242-243, 247-251.

Ganze

Year	Criminal Cases only
1958 ...	1-2, 6-7, 9-10, 13-14, 18-19, 21, 23, 25-36, 38-46, 48, 50-51, 53-55, 57-63, 65-68, 70-82, 84-91, 93-101, 103-119, 121, 124-125, 127-136, 138, 143, 146, 148-149.

Kilifi

Year	Criminal Cases only
1958 ...	2-20, 22-133, 135-174, 177-188, 190-196, 198-263. Monthly returns of criminal cases.
1967 ...	From August to December.
1968 ...	Monthly returns of criminal cases.

Any person desiring the return of exhibit in any of the above cases must make good his claim before the 10th February 1971.

All exhibits to which no claim is substantiated as above will be liable to be destroyed.

Dated this 10th day of November 1970.

J. K. MWANG'OMBE,
District Magistrate, Kilifi.

GAZETTE NOTICE No. 3510

THE GRADUATED PERSONAL TAX ACT

(Cap. 470)

AUTHORIZATION

IN EXERCISE of the powers conferred by section 2 of the Graduated Personal Tax Act, all Provincial Revenue Inspectors of the Treasury are hereby authorized to carry out the provisions of section 8 (6) of the said Act within the Garissa District, North-Eastern Province.

Dated this 3rd day of November 1970.

J. K. MUTUNGA,
Acting District Commissioner,
Garissa.

GAZETTE NOTICE No. 3511

THE MINING ACT

(Cap. 306)

EXCLUSION OF LAND FROM PROSPECTING AND MINING

IN EXERCISE of the powers conferred by section 7 (1) (j) of the Mining Act, the Commissioner of Mines and Geology hereby declares the land described in the Schedule hereto to be excluded from prospecting and mining with effect from 9th November 1970, provided that such exclusion shall not apply to any part of the said land in respect of which prospecting or mining rights have been granted before 9th November 1970, during such time as the rights continue to subsist, whether by renewal or otherwise.

SCHEDULE

An area of approximately 200 square kilometres situated in Isiolo District of Eastern Province and more particularly described as follows:—

Commencing at Kubi Ramata Trigonometrical Station 109 ST7 (map reference 279330);

thence on a true bearing of 334° 30' for a distance of approximately 21.5 kilometres to Kuteri Trigonometrical Station 109 ST5A (map reference 191524);

thence on a true bearing of 90° 15' for a distance of approximately 21.2 kilometres to a water hole (map reference 403523) immediately west of the Garba Tula road;

thence on a true bearing of 212° 30' for a distance of approximately 22.8 kilometres to the point of commencement.

Dated this 18th day of November 1970.

L. D. SANDERS,
Commissioner of Mines and Geology.

GAZETTE NOTICE No. 3512

THE WATER ACT

(Cap. 372)

APPLICATIONS

APPLICATIONS for diversion of water, plans of which may be seen at the Water Development Division, Nairobi, or the office of the Local Water Bailiff concerned, have been submitted by the following:—

Thwake River; N. Nzioka, Machakos; 600 gallons per day domestic, 4,000 gallons per day irrigation.

Isololo Stream; Ministry of Natural Resources, Machakos; 2,000 gallons per day domestic, 2,000 gallons per day irrigation.

Mathangautu Stream; M. Munuve, Machakos; 14,000 gallons per day irrigation.

Muita Syano River; Messrs. Munyoki & Mulwa, Machakos; 24,000 gallons per day irrigation.

Mathauta River; P. Ibue and Partners, Machakos; 80,000 gallons per day irrigation.

Ltumbule Stream; M. Sumbi, Machakos; 1,000 gallons per day domestic, 4,000 gallons per day irrigation.

Kangiri Tributary of Komu River; Muiru Kangiri Water Association, Kiambu; 2,400 gallons per day domestic, 10,000 gallons per day irrigation.

Garagoli River; E. Muhande and Co., Kakamega; 3,045,000 gallons per day power.

Ithamaa River; Kyuu Irrigation Scheme, Machakos; 44,000 gallons per day irrigation.

Ithamaa River; Kyuu Irrigation Scheme, Machakos; 22,000 gallons per day irrigation.

Mutonga River, L.R. No. 591; R. M. Ruchio, Meru; 300 gallons per day domestic, 4,500 gallons per day irrigation, 600 gallons per month spraying coffee. 50,000 gallons per day to maintain furrow.

Spring Tributary of Kiminini River, L.R. No. 7059/1; Stover Farm, Trans Nzoia; 2,800 gallons per day domestic, 2,000 gallons per day irrigation.

Timau River, L.R. No. 8999; H. D. Hinde, Laikipia; 70,000 gallons per day irrigation.

Ngare Narok River; Nguthungwa Water Association, Meru; Catchment Box 3 ft. by 3 ft. by 3 ft., 1,500 gallons per day domestic.

Gathego River, L.R. No. 280; Island Farmers Co-op. Society Ltd., Nyeri; 5,000 gallons per day domestic, 280,000 gallons per day irrigation, 10,000 gallons per day other purpose.

Objections stating specific grounds therefor should be filed in triplicate with the Water Apportionment Board, P.O. Box 30521, Nairobi, within 30 days from the publication of this notice.

GAZETTE NOTICE No. 3513

4½ PER CENT KENYA STOCK 1961/71

NOTICE OF REDEMPTION

THE Central Bank of Kenya on behalf of the Permanent Secretary to the Treasury hereby gives notice to the stockholders of the above stock that the Government of the Republic of Kenya will redeem at par the whole of the outstanding stock on 1st January 1971.

Payment on redemption will be made to stockholders on the Local Register by the Central Bank of Kenya.

CENTRAL BANK OF KENYA.
P.O. Box 30463, Nairobi.

GAZETTE NOTICE No. 3514

VICE-PRESIDENT'S OFFICE AND
MINISTRY OF HOME AFFAIRS

LOSS OF L.P.O. Nos. C.631011 to C.631050

NOTICE is hereby given that Local Purchase Order Book Serial Nos. C.631011 to C.631050 issued to the Officer in Charge, Kenya Government Prison, Meru, has been reported lost.

All the L.P.O.s bearing the above serial numbers are now cancelled and the Government will not be liable for any claims that may be made for goods supplied or services rendered on the strength of these L.P.O.s.

Any person who may find this L.P.O. Book or who may come across any L.P.O. issued from the book should report the fact to the undersigned or to the nearest Police Station.

Dated this 17th day of November 1970.

J. M. W. MULERA,
for Chief Accountant,
P.O. Box 30083, Nairobi.

GAZETTE NOTICE No. 3515

PROVINCIAL ADMINISTRATION

LOSS OF OFFICIAL RECEIPT BOOK

NOTICE is hereby given that Official Receipt Book No. 97951-98000 issued to the Assistant Adult Education Officer, Nandi, has been stolen at Kibiyet. The receipt book has now been cancelled and the Government will not accept any liability on the receipts.

Any person who may come across this receipt book should report the fact to the nearest Police Station.

Dated this 13th day of November 1970.

E. K. MOSSON,
*for District Commissioner,
Nandi.*

GAZETTE NOTICE No. 3516

THE DISTRICT TREASURY, NAIVASHA

LOSS OF G.P.T. PENALTY RECEIPT No. 22486 FOR K.SH. 36—1968
(ALL COPIES)

NOTICE is hereby given that the above receipt has been lost since 1968.

Any person who is in possession of this receipt, should report the fact to the undersigned or to the nearest Police Station, failing which the G.P.T. receipt will be considered invalid and the holder of such receipt will render himself liable to prosecution.

G. K. A. CHERUIYOT,
*for District Officer,
Naivasha.*

GAZETTE NOTICE No. 3517

IVORY AND TROPHY AUCTION SALE

Government game trophies comprising approximately—

	Kg.
Ivory	13,839.800
Rhino Horns	235.100
Hippo Teeth	76.200

will be offered for sale by public auction at the Game Department Ivory Room, Mvita Road, Mombasa, on Thursday, the 10th December 1970, at 9 a.m.

The ivory and other game trophies can be viewed at the Game Department Ivory Room, Mvita Road, Mombasa. Catalogues for the sale can be obtained on request from Game Warden, Ivory Room, P.O. Box 2144, Mombasa.

R. G. PEREIRA,
Game Warden, Mombasa.

GAZETTE NOTICE No. 3518

THE EAST AFRICAN LICENSING OF AIR SERVICES
REGULATIONS 1965NOTICE OF APPLICATION FOR A LICENCE TO OPERATE
AN AIR SERVICE

PURSUANT to the provisions of regulations 6 and 7 of the East African Licensing of Air Services Regulations 1965, notice is given that Cabroair Limited, P.O. Box 18072, Nairobi, Kenya, has applied to the East African Civil Aviation Board for a licence to operate the following services—

- (a) charter and aerial work of all types to, from and within East Africa based at Wilson Airport, Nairobi;
- (b) advanced instrument flying training and twin conversions based at Wilson and Nairobi Airports,

for a period of seven years.

It is further notified that any representations or objections with regard to this application must be made to the East African Civil Aviation Board at the office of the East African Community, P.O. Box 1002, Arusha, Tanzania, not later than 17th December 1970. Every such representation or objection shall be

made in writing, shall state the specific grounds on which it is based, and shall specify any conditions which it may be desired should be attached to the licence if granted. A copy of every such representation or objection shall be sent by the person making the same to the applicant of the licence at the same time as it is sent to the East African Civil Aviation Board.

Dated at Arusha this 17th day of November 1970.

D. M. WAIRINDI,
*for Secretary,
East African Civil Aviation Board.*

GAZETTE NOTICE No. 3519

THE EAST AFRICAN LICENSING OF AIR SERVICES
REGULATIONS 1965NOTICE OF APPLICATION FOR A LICENCE TO OPERATE
AN AIR SERVICE

PURSUANT to the provisions of regulations 6 and 7 of the East African Licensing of Air Services Regulations 1965, notice is given that Amphibians Limited, P.O. Box 607, Mombasa, Kenya, has applied to the East African Civil Aviation Board for a licence to operate—

- (a) air charter and aerial work to, from and within the East African territories of Kenya, Uganda and Tanzania, with a seating capacity not exceeding twenty (20) passenger seats with base at Mombasa (ten seats) and Malindi (ten seats);
- (b) coach charter services including the right to sell individual seats from Ukunda and/or Mombasa to Amboseli, Aruba, Bamburi, Cottars' Camp, Kilifi, Keekorok, Kilaguni, Lamu, Manyara, Ndutu, Ngulia, Ngorongoro, Shimba Hills, Seronera, Voi, Wasin Island and vice versa,

for a period of seven (7) years.

It is further notified that any representations or objections with regard to this application must be made to the East African Civil Aviation Board at the office of the East African Community, P.O. Box 1002, Arusha, Tanzania, not later than 19th December 1970. Every such representation or objection shall be made in writing, shall state the specific grounds on which it is based, and shall specify any conditions which it may be desired should be attached to the licence if granted. A copy of every such representation or objection shall be sent by the person making the same to the applicant of the licence at the same time as it is sent to the East African Civil Aviation Board.

Dated at Arusha this 19th day of November 1970.

D. M. WAIRINDI,
*for Secretary,
East African Civil Aviation Board.*

GAZETTE NOTICE No. 3428

THE EAST AFRICAN INDUSTRIAL LICENSING ACT 1953
(Section 8)

APPLICATION FOR THE VARIATION OF AN INDUSTRIAL LICENCE

IN ACCORDANCE with the provisions of section 8 of the East African Industrial Licensing Act 1953, it is hereby notified for general information that an application dated 12th October 1970, has been received from Karim Industries Ltd., of P.O. Box 4196, Kampala, for the variation of an Industrial Licence No. 1/1970 to manufacture for sale and to erect, establish and operate a factory for the manufacture for sale of cotton yarn and thread for sewing and other purposes. They wish to vary the siting of the factory from Jinja to Kampala and that they be allowed to have made firm orders for machinery by 28th September 1971, and production to commence by 31st December 1971.

Any person having a financial interest in the East African Territories who claims that, in respect of any industry, commerce or trade, in which he is concerned, he is liable to be injuriously affected by the granting of this application may, not later than 30 days from the date of the last publication of this notice, lodge with the Registrar an objection and shall serve a copy thereof on the applicant. Any objection so made must be in writing and must set out the grounds upon which the objector claims that he is liable to be injuriously affected by the granting of such application. An objection must be certified to the effect that a copy thereof has been served on the applicant.

Arusha,
10th November 1970.

DICK C. S. NYAI,
*for Registrar,
P.O. Box 1003, Arusha.*

GAZETTE NOTICE NO. 3520

THE GOVERNMENT LANDS ACT

(Cap. 280)

DIANI BEACH HOTEL SITE—KWALE DISTRICT

THE Commissioner of Lands gives notice that applications are invited for the alienation of a hotel site as described in the Schedule hereto.

2. A plan of the site showing the boundaries in broad principle may be inspected at the Public Map Office, Lands Department Building, City Square, Nairobi, or may be obtained on payment of Sh. 3 post free.

3. Applications should be sent to the Commissioner of Lands, P.O. Box 30089, Nairobi, in sealed envelopes marked "Diani Beach Hotel" not later than noon on 21st December 1970.

4. Applications must be accompanied by a statement indicating:—

- (a) The detailed proposals of the applicant for the development of the site. No sketch plan is required but the successful applicant will be required to submit for approval sketch plans of the buildings he proposes to erect before proceeding with the detailed drawings. The outlined proposals should include—
 - (i) a site layout plan in sufficient detail to show the siting of the buildings in relation to the plot boundaries;
 - (ii) an indication of the number of bedrooms and other rooms to be completed and ready for occupation within 30 months of the commencement of the term of the grant. Applicants may, if they wish, submit their plans for subsequent additional development;
 - (iii) the number and nature of public rooms to be provided;
 - (iv) a description of the amenities and recreational facilities to be provided.
 - (b) The amount of capital available for immediate development which must not be less than Sh. 1,000,000 together with a statement from the applicant's bankers or from the representatives of some other financial institution acceptable to the Commissioner of Lands certifying that this amount is either immediately available or will become available during the course of the construction of the hotel.
5. Applicants must enclose with their application a 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 unsuccessful, the deposit will be returned to him.
 - (b) If the applicant is offered and takes up and pays for the plot within 14 days as prescribed in paragraph 5 of the General Conditions below the deposit will be credited to him.
 - (c) If the applicant is successful and fails to take up and pay for the plot such sums as may be specified in the letter of allotment within the prescribed period of 14 days, the Commissioner of Lands may declare the deposit forfeited and the applicant shall have no further claim thereto.

General Conditions

1. The successful applicant will be required as a condition precedent to the issue of a grant, to deposit with the Commissioner of Lands acceptable securities or a bond from bank or other financial institution acceptable to the Commissioner of Lands, to the value of 10 per cent of the proposed capital expenditure. In the event of acceptable securities being deposited, these shall be released to the applicant in three instalments and against the production to the Commissioner, of the architects' certificates in the manner following, namely—

- (i) one-third when the construction of the buildings has reached first floor level;
- (ii) one-third when the buildings have been roofed in; and
- (iii) the remainder on completion to the satisfaction of the Commissioner of Lands.

In the event of the applicant failing to produce any or all of such certificate as aforesaid, the said deposit or the balance thereof, as the case may be, shall be forfeited to the Commissioner of Lands.

2. The grant will be made under the provisions of the Government Lands Act (Cap. 280), 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 given in the letter of application.

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

5. The allottee of a plot shall pay to the Commissioner of Lands within 14 days of notification that his application has been successful the assessed stand premium and proportion of annual rent. Conveyancing, registration fees and stamp duty

shall be payable on demand. Survey fees as yet unknown will also be payable on demand. In default of payment within the specified time, the Commissioner of Lands may cancel the allocation and the claimant shall have no 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 position 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 30 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 of the Republic of Kenya or the Commissioner of Lands in respect of any antecedent breach of any conditions herein contained.

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

4. 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.

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

6. 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.

7. The land shall only be used for the purpose of a hotel and other use ancillary thereto.

8. The grantee shall have no right over the foreshore.

9. The grantee shall not sell, transfer, sublet or charge 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.

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

11. 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 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.

12. The Commissioner of Lands reserves the right to revise the annual ground rental of Sh. 17,100 payable hereunder after the expiration of the 33rd and 66th year of the term hereby granted. Such rental will be at a rate of 4 per cent of the unimproved freehold value of land as assessed by the Commissioner of Lands.

13. The land shall not be subdivided.

SCHEDULE

Plot.—Unsurveyed.

Area.—9,2903 hectares (approximately).

Stand premium.—Sh. 85,500.

Annual rent.—Sh. 17,100.

Survey fees.—To be assessed.

Conveyancing fees.—Sh. 200.

Registration fees.—Sh. 25.

Stamp duty.—Sh. 1,895.

Rates.—To be assessed.

GAZETTE NOTICE NO. 3327

THE GOVERNMENT LANDS ACT

(Cap. 280)

UNSURVEYED RESIDENTIAL PLOTS—VOI TOWNSHIP

THE Commissioner of Lands invites applications for the plots described in the Schedule herebelow, which are available for direct alienation.

2. The plans of the plots may be inspected at the Public Map Office, situated in the Lands Department Building, City Square, Nairobi, or purchased therefrom at Sh. 3 per copy, post free.

3. Applications should be submitted to the Commissioner of Lands through the District Commissioner, Wundanyi, stating the plot required, but not direct to the Commissioner.

4. Applications must be submitted so as to reach the District Commissioner, Wundanyi, not later than noon on 14th December 1970.

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

(a) Credited to a successful applicant.

(b) Refunded to an unsuccessful applicant.

(c) Forfeited if a successful applicant fails to accept formally an offer of a plot made to him within the stipulated time, and the applicant who fails to take such offer within the prescribed time, shall have no further claim thereto.

General Conditions

1. The ordinary conditions applicable to urban 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 first day of the month following 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 legal 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

The grantee shall erect complete for occupation within 24 months of the commencement of the term buildings of approved design on proper foundations constructed of stone, burnt-brick or concrete with roofing of tiles or other permanent materials approved by the Commissioner of Lands and shall maintain the same (including the external paintwork) in good and substantial tenable repair and condition:

Provided that should the grantee give notice in writing to the Commissioner of Lands that he is 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.

2. The buildings shall not be erected until plans (including block plans showing the positions of the buildings and a system of drainage for disposing of sewage, surface and sullage water

on the land), drawings, elevations and specifications thereof shall have been approved in writing by the local authority and the Commissioner of Lands. Such plans, drawings, elevations and specifications shall be submitted in triplicate to the local authority within six months of the commencement of the term.

3. 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.

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

5. The grantee shall not subdivide the land.

6. 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; 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.

7. 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.

8. 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.

9. 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.

10. 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 authorities upon the land or the land or the buildings erected thereon, including any contribution or other sum paid by the Commissioner in lieu thereof.

11. The President of Kenya Republic 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.

12. The Commissioner of Lands reserves the right to revise the annual ground rent payable hereunder after the expiration of the 33rd and 66th year of the term hereby granted. Such rental will be at a rate of 4 per cent of the unimproved freehold value of land as assessed by the Commissioner of Lands.

SCHEDULE

Plot No.	Area Hectares (approx.)	Stand Premium	Annual Rent	Road Charges (Initial Contribution)	Survey Fees
3	0.0464	Sh. 800	Sh. 160	Payable on demand	Payable on demand
4	0.0464	800	160	"	"
7	0.0464	800	160	"	"
8	0.0464	800	160	"	"
9	0.0464	800	160	"	"
10	0.0464	800	160	"	"
11	0.0464	800	160	"	"
12	0.0464	800	160	"	"
A	0.0464	800	160	"	"
B	0.0464	800	160	"	"
C	0.0464	800	160	"	"
D	0.0464	800	160	"	"
E	0.0464	800	160	"	"
F	0.0464	800	160	"	"
G	0.0485	800	160	"	"
H	0.0464	800	160	"	"

GAZETTE NOTICE No. 3328

THE GOVERNMENT LANDS ACT

(Cap. 280)

UNSURVEYED PLOTS FOR SHOPS AND/OR OFFICES COMBINED WITH RESIDENCE AT VOI TOWNSHIP

THE Commissioner of Lands invites applications for the plots described in the Schedule herebelow, which are available for direct alienation.

2. The plans of the plots may be inspected at the Public Map Office, situated in the Lands Department Building, City Square, Nairobi, or purchased therefrom at Sh. 3 per copy, post free.

3. Applications should be submitted to the Commissioner of Lands through the District Commissioner, Wundanyi, stating the plot required, but not direct to the Commissioner.

4. Applications must be submitted so as to reach the District Commissioner, Wundanyi, not later than noon on 14th December 1970.

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

- Credited to a successful applicant.
- Refunded to an unsuccessful applicant.
- Forfeited if a successful applicant fails to accept formally an offer of a plot made to him within the stipulated time, and the applicant who fails to take such offer within the prescribed time, shall have no further claim thereto.

General Conditions

1. The ordinary conditions applicable to urban 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 first day of the month following 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 legal 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 notwithstanding anything to the contrary contained or implied by the Government Lands Act 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 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 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 the buildings shall only be used for shops and/or offices combined with residence (excluding sale of petrol).

6. The buildings shall not cover more than 75 per centum of the area of the land if used for shop and/or office purposes only to such lesser area of the land as may be laid down by the local authority in its by-laws, and not more than 50 per centum of the area of the land if used for the combined purposes of shops, offices and flats or such lesser area as may be laid down by the local authority in its by-laws.

7. 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.

8. The grantee shall not subdivide the land.

9. 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 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.

10. The grantee shall pay to the Commissioner of Lands on demand such sums 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.

11. 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.

12. 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.

13. 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.

14. 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 main or service pipes or telephone or telegraph wires and electric mains.

15. The Commissioner of Lands reserves the right to revise the annual ground rent payable hereunder after the expiration of the 33rd and 66th year of the term hereby granted. Such rental will be at a rate of 4 per cent of the unimproved freehold value of land as assessed by the Commissioner of Lands.

SCHEDULE

Plot No.	Area Hectares (approx.)	Stand Premium	Annual Rent	Road Charges (Initial Contribution)	Survey Fees
I	0.023	Sh. 200	Sh. 40	Sh. Payable on demand	Sh. Payable on demand
J	0.0324	260	52	"	"
K	0.0485	380	76	"	"
L	0.0405	320	64	"	"
M	0.0485	380	76	"	"
N	0.0324	260	52	"	"
O	0.0324	260	52	"	"
P	0.0324	260	52	"	"
Q	0.0364	260	52	"	"
R	0.0324	260	52	"	"
S	0.0348	280	56	"	"

GAZETTE NOTICE No. 3521

THE REGISTERED LAND ACT 1963
(No. 25 of 1963)

NDEMI COMMUNITY CENTRE UNIT No. 327/328: OL KALOU
SALIENT—PLOTS FOR HOTELS, SHOPS, WORKSHOPS, CHARCOAL AND
HIDES AND SKINS

THE Commissioner of Lands gives notice that the plots in Nde mi Community Centre as described in the Schedule appended hereto are available for alienation and applications are invited for the direct grants thereof.

2. A plan of the plots may be seen at the offices of the District Commissioner, the Local Senior Settlement Officer and the Clerk to Council.

3. Applications should be submitted to the Commissioner of Lands through the District Commissioner and not direct so as to reach the District Commissioner not later than 18th December 1970.

4. Applicants must enclose with their applications the sum of Sh. 200 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 30 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 refunded 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 30 days as required in paragraph 5, the Commissioner of Lands may declare the deposit forfeited and the applicant shall have no further claim thereto.

5. Each allottee of a plot shall pay to the Commissioner of Lands within 30 days of the notification that his application has been approved, the assessed stand premium and proportion of annual rent together with survey fees also the fees payable in respect of preparation and registration of the grant and stamp duty assessed at 2 per cent of the stand premium and annual rent, in default of payment of which 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 offered.

General Conditions

The ordinary conditions applicable to township grants of this nature as varied hereby shall apply to the grants:—

- (a) The grants shall be made initially for a term of 33 years convertible to 99 years in due course in cases where development has taken place to the required standard as shown in (b) below.
- (b) The grantee will be required to erect within 24 months of the commencement of the lease buildings in traditional style in accordance with plans previously approved in writing by the local authority and the Commissioner of Lands. Should the buildings be of permanent materials and of an approved design and erected within two years of the commencement of the lease to the satisfaction of the authority concerned, the term of the lease, may, on application made prior to the expiry of the 33 years' lease, be extended to 99 years at such rental and condition as may then be prescribed.
- (c) The grantee shall maintain in good and substantial repair all buildings at any time erected on the land.
- (d) To provide on the land to the satisfaction of the local authority, a proper system for the disposal of sewage and sullage water.
- (e) The grantee shall erect a fence or plant a hedge on the boundaries of the land other than the frontage and shall keep such fence or hedge in good repair.
- (f) The grantee shall use the land for the purpose of business (excluding the sale of petrol except where specifically permitted) and residence and shall not indulge in any trade or business which the Commissioner of Lands considers dangerous or offensive.
- (g) The grantee shall not transfer, charge or part with the possession of the land without the previous written consent of the Commissioner of Lands.
- (h) The Commissioner of Lands 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 such installations.
- (i) The grantee will be required to pay such rates, taxes, charges, duties, assessments or outgoings of whatever descriptions as may be imposed, charged or assessed by any Government or local authority upon the land or the buildings erected thereon including any contributions or other sums paid in lieu thereof.

SCHEDULE

Plot No.	Area (Approx.) Hectares	Stand Premium Sh.	Annual Rent Sh.	Road Charges Sh.	Survey Fees Sh.
Business and Residence					
Plot 3 (1)	0-051	1,100	220	On demand	50
Plots 4-7 (4)	0-046	1,000	200	On demand	50
Plot 8 (1)	0-051	1,100	220	On demand	50

GAZETTE NOTICE No. 3522

THE REGISTERED LAND ACT 1963
(No. 25 of 1963)

MIGAA COMMUNITY CENTRE UNIT No. 207/337: OL KALOU
SALIENT—PLOTS FOR HOTELS, SHOPS, WORKSHOPS, CHARCOAL AND
HIDES AND SKINS

THE Commissioner of Lands gives notice that the plots in Migaa Community Centre as described in the Schedule appended hereto are available for alienation and applications are invited for the direct grants thereof.

2. A plan of the plots may be seen at the offices of the District Commissioner, the Local Senior Settlement Officer and the Clerk to Council.

3. Applications should be submitted to the Commissioner of Lands through the District Commissioner and not direct so as to reach the District Commissioner not later than 18th December 1970.

4. Applicants must enclose with their applications the sum of Sh. 200 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 30 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 refunded 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 30 days as required in paragraph 5, the Commissioner of Lands may declare the deposit forfeited and the applicant shall have no further claim thereto.

5. Each allottee of a plot shall pay to the Commissioner of Lands within 30 days of the notification that his application has been approved, the assessed stand premium and proportion of annual rent together with survey fees also the fees payable in respect of preparation and registration of the grant and stamp duty assessed at 2 per cent of the stand premium and annual rent, in default of payment of which 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 offered.

General Conditions

The ordinary conditions applicable to township grants of this nature as varied hereby shall apply to the grants:—

- (a) The grants shall be made initially for a term of 33 years convertible to 99 years in due course in cases where development has taken place to the required standard as shown in (b) below.
- (b) The grantee will be required to erect within 24 months of the commencement of the lease buildings in traditional style in accordance with plans previously approved in writing by the local authority and the Commissioner of Lands. Should the buildings be of permanent materials and of an approved design and erected within two years of the commencement of the lease to the satisfaction of the authority concerned, the term of the lease, may, on application made prior to the expiry of the 33 years' lease, be extended to 99 years at such rental and condition as may then be prescribed.
- (c) The grantee shall maintain in good and substantial repair all buildings at any time erected on the land.
- (d) To provide on the land to the satisfaction of the local authority, a proper system for the disposal of sewage and sullage water.
- (e) The grantee shall erect a fence or plant a hedge on the boundaries of the land other than the frontage and shall keep such fence or hedge in good repair.
- (f) The grantee shall use the land for the purpose of business (excluding the sale of petrol except where specifically permitted) and residence and shall not indulge in any trade or business which the Commissioner of Lands considers dangerous or offensive.
- (g) The grantee shall not transfer, charge or part with the possession of the land without the previous written consent of the Commissioner of Lands.

- (h) The Commissioner of Lands 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 such installations.
- (i) The grantee will be required to pay such rates, taxes, charges, duties, assessments or outgoings of whatever descriptions as may be imposed, charged or assessed by any Government or local authority upon the land or the buildings erected thereon including any contributions or other sums paid in lieu thereof.

SCHEDULE

Plot No.	Area (Approx.)	Stand Premium	Annual Rent	Road Charges	Survey Fees
	Hectares	Sh.	Sh.	Sh.	Sh.
Business and Residence Plots 3-6 (4) ..	0.046	1,000	200	On demand	50

GAZETTE NOTICE No. 3523

THE REGISTERED LAND ACT 1963
(No. 25 of 1963)

KIRIMA COMMUNITY CENTRE UNIT No. 324/325: OL KALOU SALIENT—PLOTS FOR HOTELS, SHOPS, WORKSHOPS, CHARCOAL AND HIDES AND SKINS

THE Commissioner of Lands gives notice that the plots in Kirima Community Centre as described in the Schedule appended hereto are available for alienation and applications are invited for the direct grants thereof.

2. A plan of the plots may be seen at the offices of the District Commissioner, the Local Senior Settlement Officer and the Clerk to Council.

3. Applications should be submitted to the Commissioner of Lands through the District Commissioner and not direct so as to reach the District Commissioner not later than 18th December 1970.

4. Applicants must enclose with their applications the sum of Sh. 200 as a deposit, which will be dealt with as follows:—

- If the applicant is offered and takes up and pays for a plot within a period of 30 days as required in paragraph 5 below the deposit will be credited to him.
- If the application is unsuccessful the applicant's deposit will be refunded to him.
- If the application is successful and the applicant fails to take up and pay for the plot offered to him within a period of 30 days as required in paragraph 5, the Commissioner of Lands may declare the deposit forfeited and the applicant shall have no further claim thereto.

5. Each allottee of a plot shall pay to the Commissioner of Lands within 30 days of the notification that his application has been approved, the assessed stand premium and proportion of annual rent together with survey fees also the fees payable in respect of preparation and registration of the grant and stamp duty assessed at 2 per cent of the stand premium and annual rent, in default of payment of which 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 offered.

General Conditions

The ordinary conditions applicable to township grants of this nature as varied hereby shall apply to the grants:—

- The grants shall be made initially for a term of 33 years convertible to 99 years in due course in cases where development has taken place to the required standard as shown in (b) below.
- The grantee will be required to erect within 24 months of the commencement of the lease buildings in traditional style in accordance with plans previously approved in writing by the local authority and the Commissioner of Lands. Should the buildings be of permanent materials and of an approved design and erected within two years of the commencement of the lease to the satisfaction of the authority concerned, the term of the lease, may, on application made prior to the expiry of the 33 years' lease, be extended to 99 years at such rental and condition as may then be prescribed.
- The grantee shall maintain in good and substantial repair all buildings at any time erected on the land.
- To provide on the land to the satisfaction of the local authority, a proper system for the disposal of sewage and sullage water.

- The grantee shall erect a fence or plant a hedge on the boundaries of the land other than the frontage and shall keep such fence or hedge in good repair.
- The grantee shall use the land for the purpose of business (excluding the sale of petrol except where specifically permitted) and residence and shall not indulge in any trade or business which the Commissioner of Lands considers dangerous or offensive.
- The grantee shall not transfer, charge or part with the possession of the land without the previous written consent of the Commissioner of Lands.
- The Commissioner of Lands 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 such installations.
- The grantee will be required to pay such rates, taxes, charges, duties, assessments or outgoings of whatever descriptions as may be imposed, charged or assessed by any Government or local authority upon the land or the buildings erected thereon including any contributions or other sums paid in lieu thereof.

SCHEDULE

Plot No.	Area (Approx.)	Stand Premium	Annual Rent	Road Charges	Survey Fees
	Hectares	Sh.	Sh.	Sh.	Sh.
Business and Residence Plots 2-5 (4) ..	0.046	1,000	200	On demand	50

GAZETTE NOTICE No. 3524

THE REGISTERED LAND ACT 1963
(No. 25 of 1963)

MAWINGU COMMUNITY CENTRE UNIT No. 333/334: OL KALOU SALIENT—PLOTS FOR HOTELS, SHOPS, WORKSHOPS, CHARCOAL AND HIDES AND SKINS

THE Commissioner of Lands gives notice that the plots in Mawingu Community Centre as described in the Schedule appended hereto are available for alienation and applications are invited for the direct grants thereof.

2. A plan of the plots may be seen at the offices of the District Commissioner, the Local Senior Settlement Officer and the Clerk to Council.

3. Applications should be submitted to the Commissioner of Lands through the District Commissioner and not direct so as to reach the District Commissioner not later than 18th December 1970.

4. Applicants must enclose with their applications the sum of Sh. 200 as a deposit, which will be dealt with as follows:—

- If the applicant is offered and takes up and pays for a plot within a period of 30 days as required in paragraph 5 below the deposit will be credited to him.
- If the application is unsuccessful the applicant's deposit will be refunded to him.
- If the application is successful and the applicant fails to take up and pay for the plot offered to him within a period of 30 days as required in paragraph 5, the Commissioner of Lands may declare the deposit forfeited and the applicant shall have no further claim thereto.

5. Each allottee of a plot shall pay to the Commissioner of Lands within 30 days of the notification that his application has been approved, the assessed stand premium and proportion of annual rent together with survey fees also the fees payable in respect of preparation and registration of the grant and stamp duty assessed at 2 per cent of the stand premium and annual rent, in default of payment of which 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 offered.

General Conditions

The ordinary conditions applicable to township grants of this nature as varied hereby shall apply to the grants:—

- The grants shall be made initially for a term of 33 years convertible to 99 years in due course in cases where development has taken place to the required standard as shown in (b) below.
- The grantee will be required to erect within 24 months of the commencement of the lease buildings in traditional style in accordance with plans previously approved in

writing by the local authority and the Commissioner of Lands. Should the buildings be of permanent materials and of an approved design and erected within two years of the commencement of the lease to the satisfaction of the authority concerned, the term of the lease, may, on application made prior to the expiry of the 33 years' lease, be extended to 99 years at such rental and condition as may then be prescribed.

- (c) The grantee shall maintain in good and substantial repair all buildings at any time erected on the land.
- (d) To provide on the land to the satisfaction of the local authority, a proper system for the disposal of sewage and sullage water.
- (e) The grantee shall erect a fence or plant a hedge on the boundaries of the land other than the frontage and shall keep such fence or hedge in good repair.
- (f) The grantee shall use the land for the purpose of business (excluding the sale of petrol except where specifically permitted) and residence and shall not indulge in any trade or business which the Commissioner of Lands considers dangerous or offensive.
- (g) The grantee shall not transfer, charge or part with the possession of the land without the previous written consent of the Commissioner of Lands.
- (h) The Commissioner of Lands 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 such installations.
- (i) The grantee will be required to pay such rates, taxes, charges, duties, assessments or outgoings of whatever descriptions as may be imposed, charged or assessed by any Government or local authority upon the land or the buildings erected thereon including any contributions or other sums paid in lieu thereof.

SCHEDULE

Plot No.	Area (Approx.)	Stand Premium	Annual Rent	Road Charges	Survey Fees
	Hectares	Sh.	Sh.	Sh.	Sh.
Business and Residence Plots 2-4					
(4)	0.046	1,000	200	On demand	50
Plot 6 (i)	0.045	1,000	200	On demand	50

GAZETTE NOTICE No. 3525

THE REGISTERED LAND ACT 1963
(No. 25 of 1963)

GICHUNGO COMMUNITY CENTRE UNIT NO. 335/336: OL KALOU SALIENT—PLOTS FOR HOTELS, SHOPS, WORKSHOPS, CHARCOAL AND HIDES AND SKINS

THE Commissioner of Lands gives notice that the plots in Gichungo Community Centre as described in the Schedule appended hereto are available for alienation and applications are invited for the direct grants thereof.

2. A plan of the plots may be seen at the offices of the District Commissioner, the Local Senior Settlement Officer and the Clerk to Council.

3. Applications should be submitted to the Commissioner of Lands through the District Commissioner and not direct so as to reach the District Commissioner not later than 18th December 1970.

4. Applicants must enclose with their applications the sum of Sh. 200 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 30 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 refunded 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 30 days as required in paragraph 5, the Commissioner of Lands may declare the deposit forfeited and the applicant shall have no further claim thereto.

5. Each allottee of a plot shall pay to the Commissioner of Lands within 30 days of the notification that his application has been approved, the assessed stand premium and proportion of annual rent together with survey fees also the fees payable in respect of preparation and registration of the grant and stamp duty assessed at 2 per cent of the stand premium and annual rent, in default of payment of which 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 offered.

General Conditions

The ordinary conditions applicable to township grants of this nature as varied hereby shall apply to the grants:—

- (a) The grants shall be made initially for a term of 33 years convertible to 99 years in due course in cases where development has taken place to the required standard as shown in (b) below.
- (b) The grantee will be required to erect within 24 months of the commencement of the lease buildings in traditional style in accordance with plans previously approved in writing by the local authority and the Commissioner of Lands. Should the buildings be of permanent materials and of an approved design and erected within two years of the commencement of the lease to the satisfaction of the authority concerned, the term of the lease, may, on application made prior to the expiry of the 33 years' lease, be extended to 99 years at such rental and condition as may then be prescribed.
- (c) The grantee shall maintain in good and substantial repair all buildings at any time erected on the land.
- (d) To provide on the land to the satisfaction of the local authority, a proper system for the disposal of sewage and sullage water.
- (e) The grantee shall erect a fence or plant a hedge on the boundaries of the land other than the frontage and shall keep such fence or hedge in good repair.
- (f) The grantee shall use the land for the purpose of business (excluding the sale of petrol except where specifically permitted) and residence and shall not indulge in any trade or business which the Commissioner of Lands considers dangerous or offensive.
- (g) The grantee shall not transfer, charge or part with the possession of the land without the previous written consent of the Commissioner of Lands.
- (h) The Commissioner of Lands 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 such installations.
- (i) The grantee will be required to pay such rates, taxes, charges, duties, assessments or outgoings of whatever descriptions as may be imposed, charged or assessed by any Government or local authority upon the land or the buildings erected thereon including any contributions or other sums paid in lieu thereof.

SCHEDULE

Plot No.	Area (Approx.)	Stand Premium	Annual Rent	Road Charges	Survey Fees
	Hectares	Sh.	Sh.	Sh.	Sh.
Business and Residence Plot 4 (i)	0.039	900	180	On demand	50
Plots 5-7 (3)	0.046	1,000	200	On demand	50

GAZETTE NOTICE No. 3526

THE REGISTERED LAND ACT 1963
(No. 25 of 1963)

KAIMBARA COMMUNITY CENTRE UNIT NO. 329/330: OL KALUO SALIENT—PLOTS FOR HOTELS, SHOPS, WORKSHOPS, CHARCOAL AND HIDES AND SKINS

THE Commissioner of Lands gives notice that the plots in Kaimbara Community Centre as described in the Schedule appended hereto are available for alienation and applications are invited for the direct grants thereof.

2. A plan of the plots may be seen at the offices of the District Commissioner, the Local Senior Settlement Officer and the Clerk to Council.

3. Applications should be submitted to the Commissioner of Lands through the District Commissioner and not direct so as to reach the District Commissioner not later than 18th December 1970.

4. Applicants must enclose with their applications the sum of Sh. 200 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 30 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 refunded 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 30 days as required in paragraph 5, the Commissioner of Lands may declare the deposit forfeited and the applicant shall have no further claim thereto.

5. Each allottee of a plot shall pay to the Commissioner of Lands within 30 days of the notification that his application has been approved, the assessed stand premium and proportion of annual rent together with survey fees also the fees payable in respect of preparation and registration of the grant and stamp duty assessed at 2 per cent of the stand premium and annual rent, in default of payment of which 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 offered.

General Conditions

The ordinary conditions applicable to township grants of this nature as varied hereby shall apply to the grants:—

- The grants shall be made initially for a term of 33 years convertible to 99 years in due course in cases where development has taken place to the required standard as shown in (b) below.
- The grantee will be required to erect within 24 months of the commencement of the lease buildings in traditional style in accordance with plans previously approved in writing by the local authority and the Commissioner of Lands. Should the buildings be of permanent materials and of an approved design and erected within two years of the commencement of the lease to the satisfaction of the authority concerned, the term of the lease, may, on application made prior to the expiry of the 33 years' lease, be extended to 99 years at such rental and condition as may then be prescribed.
- The grantee shall maintain in good and substantial repair all buildings at any time erected on the land.
- To provide on the land to the satisfaction of the local authority, a proper system for the disposal of sewage and sullage water.
- The grantee shall erect a fence or plant a hedge on the boundaries of the land other than the frontage and shall keep such fence or hedge in good repair.
- The grantee shall use the land for the purpose of business (excluding the sale of petrol except where specifically permitted) and residence and shall not indulge in any trade or business which the Commissioner of Lands considers dangerous or offensive.
- The grantee shall not transfer, charge or part with the possession of the land without the previous written consent of the Commissioner of Lands.
- The Commissioner of Lands 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 such installations.
- The grantee will be required to pay such rates, taxes, charges, duties, assessments or outgoings of whatever descriptions as may be imposed, charged or assessed by any Government or local authority upon the land or the buildings erected thereon including any contributions or other sums paid in lieu thereof.

SCHEDULE

Plot No.	Area (Approx.) Hectares	Stand Premium Sh.	Annual Rent Sh.	Road Charges Sh.	Survey Fees Sh.
Business and Residence Plots 6-9 (4)	0.046	1,000	200	On demand	50

GAZETTE NOTICE No. 3527.

THE REGISTERED LAND ACT 1963

(No. 25 of 1963)

MATUTU SUB-CENTRE: MATUTU SETTLEMENT SCHEME No. 84995—
PLOTS FOR HOTELS, SHOPS, WORKSHOPS, CHARCOAL AND
HIDES AND SKINS

THE Commissioner of Lands gives notice that the plots in Matutu Sub-centre as described in the Schedule appended hereto are available for alienation and applications are invited for the direct grants thereof.

2. A plan of the plots may be seen at the offices of the District Commissioner, the Local Senior Settlement Officer and the Clerk to Council.

3. Applications should be submitted to the Commissioner of Lands through the District Commissioner and not direct so as to reach the District Commissioner not later than 31st December 1970.

4. Applicants must enclose with their applications the sum of Sh. 200 as a deposit, which will be dealt with as follows:—

- If the applicant is offered and takes up and pays for a plot within a period of 30 days as required in paragraph 5 below the deposit will be credited to him.
- If the application is unsuccessful the applicant's deposit will be refunded to him.
- If the application is successful and the applicant fails to take up and pay for the plot offered to him within a period of 30 days as required in paragraph 5, the Commissioner of Lands may declare the deposit forfeited and the applicant shall have no further claim thereto.

5. Each allottee of a plot shall pay to the Commissioner of Lands within 30 days of the notification that his application has been approved, the assessed stand premium and proportion of annual rent together with survey fees also the fees payable in respect of preparation and registration of the grant and stamp duty assessed at 2 per cent of the stand premium and annual rent, in default of payment of which 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 offered.

General Conditions

The ordinary conditions applicable to township grants of this nature as varied hereby shall apply to the grants:—

- The grants shall be made initially for a term of 33 years convertible to 99 years in due course in cases where development has taken place to the required standard as shown in (b) below.
- The grantee will be required to erect within 24 months of the commencement of the lease buildings in traditional style in accordance with plans previously approved in writing by the local authority and the Commissioner of Lands. Should the buildings be of permanent materials and of an approved design and erected within two years of the commencement of the lease to the satisfaction of the authority concerned, the term of the lease, may, on application made prior to the expiry of the 33 years' lease, be extended to 99 years at such rental and condition as may then be prescribed.
- The grantee shall maintain in good and substantial repair all buildings at any time erected on the land.
- To provide on the land to the satisfaction of the local authority, a proper system for the disposal of sewage and sullage water.
- The grantee shall erect a fence or plant a hedge on the boundaries of the land other than the frontage and shall keep such fence or hedge in good repair.
- The grantee shall use the land for the purpose of business (excluding the sale of petrol except where specifically permitted) and residence and shall not indulge in any trade or business which the Commissioner of Lands considers dangerous or offensive.
- The grantee shall not transfer, charge or part with the possession of the land without the previous written consent of the Commissioner of Lands.
- The Commissioner of Lands 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 such installations.
- The grantee will be required to pay such rates, taxes, charges, duties, assessments or outgoings of whatever descriptions as may be imposed, charged or assessed by any Government or local authority upon the land or the buildings erected thereon including any contributions or other sums paid in lieu thereof.

SCHEDULE

Plot No.	Area (Approx.) Hectares	Stand Premium Sh.	Annual Rent Sh.	Road Charges Sh.	Survey Fees Sh.
Shops and Residence Plot Nos. 2-13 (12)	0.046	1,000	200	On demand	50
Workshop and Residence Plot No. 31 (1)...	0.13	2,600	520	On demand	50
Plot Nos. 32-34 (3)	0.046	900	180	On demand	50
Processing and Storage of Hides and Skins Plot No. 29 (1)...	0.067	1,000	260	On demand	50

GAZETTE NOTICE No. 3528

THE TRUST LAND ACT

(Cap. 288)

MURANG'A TOWN—(a) PLOTS FOR SHOPS, OFFICES AND FLATS. (b) WORKSHOPS, GARAGE OR GODOWNS (EXCLUDING SALE OF PETROL)

APPLICATIONS are invited by the Murang'a County Council for direct alienation of the plots which appear in the Schedule herebelow, situated in Murang'a Town in Murang'a District.

2. A plan of the plots may be seen at the District Commissioner's Office, Murang'a; the Council offices, or may be obtained from the Public Map Office, P.O. Box 30089, Nairobi, on payment of Sh. 3 per copy.

3. Applications should be addressed to the District Commissioner, P.O. Box 7, Murang'a, through Clerk to Council, P.O. Box 52, Fort Hall, and must reach the District Commissioner not later than noon on 31st December 1970, enclosing a cheque for Sh. 1,000 for every plot applied for, drawn in favour of the Murang'a County Council, to be dealt with as follows:—

(a) If the applicant is offered and takes a plot within 14 days from the day the offer is made, the deposit will be credited to him.

(b) If the applicant is unsuccessful, the deposit will be refunded to him.

(c) If the applicant is successful but fails to take up the offer within the given period, the deposit may be forfeited and no further claim will be entertained.

General Conditions

1. The allottee of a plot shall pay to the Murang'a County Council within 14 days of notification of his success the assessed stand premium, initial rent, survey fees, stamp duty, conveyancing and registration fees.

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

3. The grant will be made under the Trust Land Act (Cap. 288 of the Laws of Kenya) and the title will be issued under the Registration of Titles Act. The term will be 33 years from the first day of the month following the date of offer.

Special Conditions

1. The grantee shall erect for occupation within 24 months of the commencement of the term buildings of approved design on proper foundation constructed of stone, burnt-brick or concrete with roofing of tiles or other permanent materials approved by the County Council and shall maintain the same (including the external paintwork) in good and substantial repair and condition to the satisfaction of the County Council.

2. The erection of buildings shall not be commenced until plans (including block plans showing the position of the buildings and a system of drainage for disposal of sewage, surface and sullage water), drawings, elevations and specifications shall be submitted in triplicate to the County Council.

3. No additions shall be made to the buildings without the prior consent in writing of the County Council.

4. The land and buildings shall only be used for shops, offices and flats, workshop, garage or godowns and the grantee shall throughout the term and to the satisfaction of the local authority make substantial use of the land and buildings for such purpose.

5. The land shall not be used in any manner which the County Council considers to be dangerous or offensive to the public in the neighbourhood.

6. The land shall not be subdivided.

7. The grantee shall not alienate the land or part thereof by sale, charge, transfer of possession, sublease, bequest or otherwise, howsoever without the previous consent in writing of the County Council and 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.

8. The grantee shall pay all sums that may from time to time be demanded by the County Council in respect of the cost of constructing, maintaining, repairing, improving and renewing all roads, drains and sewers serving or adjoining the land.

9. The grantee shall be responsible for the payment of all taxes, charges or duties of whatever description that may be levied, imposed or charged by the County Council or Government upon land or buildings.

10. The grantee shall on receipt of notice in writing in that behalf from the County Council forthwith adequately fence or hedge the land and shall thereafter maintain such fence or hedge to the satisfaction of the County Council.

11. The County Council 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 and telegraph wires and electric mains of all descriptions either overhead or underground.

SCHEDULE

(a) Shops, Offices and Flats

Plot No.	Area Hectares	Stand Premium	Annual Rent	Survey Fees	Road Charges	Stamp Duty
		Sh.	Sh.	Sh.		Sh.
204	0-0490	2,400	480	460	Payable	65
205	0-0446	2,400	480	460	on	65
206	0-0446	2,400	480	460	demand	65
207	0-0446	2,400	480	640	"	65
208	0-0446	2,400	480	460	"	65
212	0-0444	2,400	480	460	"	65
209	0-0446	2,400	480	460	"	65
239	0-0486	2,400	480	460	"	65
218	0-0474	2,500	500	460	"	65
219	0-0474	2,500	500	460	"	65
220	0-0474	2,500	500	460	"	65
221	0-0474	2,500	500	460	"	65
222	0-0474	2,500	500	460	"	65
223	0-0474	2,500	500	460	"	65
224	0-0474	2,500	500	460	"	65
225	0-0474	2,500	500	460	"	65
226	0-0474	2,500	500	460	"	65
227	0-0474	2,500	500	460	"	65
228	0-0474	2,500	500	460	"	65
229	0-0474	2,500	500	460	"	65
231	0-0461	2,500	500	460	"	65
232	0-0461	2,500	500	460	"	65
233	0-0461	2,500	500	460	"	65
237	0-0467	2,500	500	460	"	65
234	0-0512	2,600	520	460	"	70
235	0-0542	2,600	520	460	"	70
236	0-0515	2,600	520	460	"	70
203	0-0616	2,800	560	460	"	70
215	0-0613	2,800	560	460	"	70
198	0-0557	2,700	540	460	"	70
199	0-0557	2,700	540	460	"	70
200	0-0557	2,700	540	460	"	70
201	0-0557	2,700	540	460	"	70
202	0-0557	2,700	540	460	"	70
210	0-0522	2,700	540	460	"	70
211	0-0526	2,700	540	460	"	70
230	0-0540	2,700	540	460	"	70
216	0-0633	2,900	580	460	"	70
217	0-0642	2,900	580	460	"	70
238	0-0348	2,200	440	460	"	65
214	0-0510	4,400	880	460	"	113
213	0-0435	2,100	420	460	"	73
88	0-0372	1,200	120	460	"	25
22	0-0636	3,400	680	460	"	70
128	0-0371	2,400	480	—	"	65
107	0-1137	1,200	240	460	"	35
108	0-0975	1,000	200	460	"	25
139	0-0697	700	140	460	"	25

(b) Workshops, Garage or Godowns (Excluding Sale of Petrol)

Plot No.	Area Hectares	Stand Premium	Annual Rent	Survey Fees	Road Charges	Stamp Duty
		Sh.	Sh.	Sh.		Sh.
179	0-2037	1,800	360	460	Payable	45
144	0-1813	1,800	360	460	on	45
145	0-1813	1,800	360	460	demand	45
146	0-1857	1,800	360	460	"	45
147	0-1736	1,800	360	460	"	45
134	0-2007	2,000	400	460	"	45
135	0-2092	2,000	400	460	"	45
148	0-2019	2,000	400	460	"	45
149	0-1922	2,000	400	460	"	45
150	0-4330	4,000	800	460	"	90
136	0-0697	700	140	460	"	25
137	0-6697	700	140	460	"	25
138	0-0697	700	140	460	"	25
140	0-0697	700	140	460	"	25
141	0-0697	700	140	460	"	25
142	0-0697	700	140	460	"	25
143	0-0697	700	140	460	"	25

GAZETTE NOTICE No. 3529

THE TRUST LAND ACT
(Cap. 288)

SETTING APART OF LAND

NOTICE is hereby given that the land described in the Schedule hereto has been duly set apart in accordance with the provisions of Part IV of the Trust Land Act, for the purposes specified in the said Schedule.

SCHEDULE

Place.—Eliye Spring, Lake Rudolf, Turkana District.

Purpose.—Tourist fishing safari lodge.

Area.—5.176 hectares (approximately).

Description of land.—

This land is situated approximately 45 kilometres from and lies to the north-east of Lodwar Town. The boundaries are demarcated on the ground and are described as follows:—

Starting from a point R1 which is an iron pin in concrete, from which Longido Hill accross the Lake to the east, and Eliye Spring, are in line on bearings of 67° and 247° respectively;

thence for 164.68 metres on a bearing of 66° 30' 20" to point R2, iron pin in concrete;

thence for 204.58 metres on a bearing of 159° 30' 00" to point R3, iron pin in concrete;

thence for 220.31 metres on a bearing of 169° 58' 40" to point R4, iron pin in concrete;

thence for 65.04 metres on a bearing of 257° 02' 00" to point R5, iron pin in concrete;

thence for 8 metres on the same bearing up to the edge of Lake Rudolf;

thence along the high water mark boundary in a south-easterly direction for a distance of 411.48 metres (approximately);

thence for 27 metres on a bearing of 66° 30' 20" back to the starting point R1.

All bearings given above are true.

A plan of the area may be inspected at the Office of the District Commissioner, Turkana District.

Dated this 19th day of November 1970.

F. E. CHARNLEY,
Acting Commissioner of Lands.

GAZETTE NOTICE No. 3434

THE TRUST LAND ACT
(Cap. 288)

KITUI TOWNSHIP—PLOT FOR A PETROL SERVICE STATION

THE Commissioner of Lands on behalf of the Kitui County Council gives notice that a plot in Kitui Township as described in the Schedule hereto is available for alienation and applications are invited for the direct grant of the plot.

2. A plan of the plot may be seen at the Public Map Office situated in the Lands Department Building, City Square, Nairobi, or at the office of the Kitui County Council or may be obtained from the Public Map Office, P.O. Box 30089, Nairobi, on payment of Sh. 3 per copy, post free.

3. Applications should be submitted to the Clerk of the Council, P.O. Box 33, Kitui. Applications must be sent so as to reach the Clerk of the Council not later than noon on 24th December 1970.

4. Applicants must enclose with their applications their cheques for Sh. 1,000 drawn on the applicant's own banking account (no other cheque will be accepted), made payable to the Marsabit County Council, 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 a period of 14 days, as required in paragraph 5 below, the deposit will be credited to him.

(b) 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 below, the Commissioner of Lands may declare the deposit forfeited and the applicant shall have no further claim thereto.

5. The allottee shall pay to the Marsabit County Council within 14 days of notification that his application has been approved the assessed stand premium and proportion of annual rent, together with the fees payable in respect of the preparation and registration of the lease and the stamp duty. In default of payment within the specified time the Commissioner of Lands or the County Council may cancel the allocation and the applicant shall have no further claim to the lease of the plot.

General Condition

1. The grant will be made under the Trust Land Act (Cap. 288). The term of the lease will be 39 years from the first day of the month following the notification of the approval of the lease.

Special Conditions

1. The grantee shall erect for occupation within 24 months of the commencement of the term buildings of approved design on proper foundations constructed of stone, burnt-brick or concrete with roofing of tiles or other permanent materials approved by the County Council and shall maintain the same (including the external paintwork) in good and substantial repair and condition to the satisfaction of the County Council.

2. The erection of buildings shall not be commenced until plans (including block plans showing the position of the buildings and a system of drainage for disposal of sewage, surface and sullage water), drawings, elevations and specifications thereof have been approved in writing by the County Council. Such plans, drawings, elevations and specifications shall be submitted in triplicate to the County Council.

3. No additions shall be made to the buildings without the prior consent in writing of the County Council.

4. The land and buildings shall only be used for a petrol service station.

5. The land shall not be used in any manner which the County Council considers to be dangerous or offensive to the public in the neighbourhood.

6. The land shall not be subdivided.

7. The grantee shall not alienate the land or any part thereof by sale, charge, transfer of possession, sublease, bequest or otherwise howsoever without the previous consent in writing of the County Council. 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.

8. The grantee shall pay all sums that may from time to time be demanded by the County Council in respect of the cost of constructing, maintaining, repairing, improving and renewing all roads, drains and sewers serving or adjoining the land.

9. The grantee shall be responsible for the payment of all rates, taxes, charges or duties of whatever description that may be levied, imposed or charged by the Government or any local government upon the land or buildings.

10. The grantee shall on receipt of notice in writing in that behalf from the County Council forthwith adequately fence or hedge the land and shall thereafter maintain such fence or hedge to the satisfaction of the County Council.

11. The County Council reserves the right to revise the annual rent, ground rental payable hereunder after the expiration of the 33rd and 66th year of the term hereby granted. Such rental will be at the rate of 4 per cent of the unimproved freehold value of the land as assessed by the Council.

12. The grantee shall comply with the provisions of the Petroleum Act (Cap. 116), and any amendment thereto or re-enactment thereof for the time being in force and the rules made from time to time thereunder.

Dated in Nairobi this 13th day of November 1970.

SCHEDULE

Plot No..—Unsurveyed.

Area in hectares..—0.249.

Stand premium..—Sh. 8,000.

Annual rent..—Sh. 1,600.

Road charges..—Payable on demand

Survey fees..—Payable on demand.

GAZETTE NOTICE NO. 3530

THE INDUSTRIAL COURT

CAUSE NO. 24 OF 1969

Parties:—

Kenya Motor Engineering & Allied Workers' Union
and
Autosilo (Queensway) Ltd.

Issues in dispute:—

1. Wages.
2. Effective date and duration.

1. The Kenya Motor Engineering and Allied Workers' Union shall hereinafter be referred to as the Claimants and Autosilo (Queensway) Ltd. shall hereinafter be referred to as the Respondents.

2. The parties were heard in Nairobi on the 22nd day of September 1969, and 9th day of November 1970, and relied on their written and verbal submissions.

AWARD

3. The Claimants were recognized by the Respondents through a recognition and terms and conditions of service agreement, dated 7th November 1968. On the same date a separate agreement was signed by the parties covering wage increases and it was stipulated in this agreement that the wages would be reviewed again at the expiry of six months.

On 12th March 1969 the Claimants took up the matter of the review of the wages with the Respondents and at a meeting held on 29th April 1969 the Respondents informed them that they could not give any wage increases. The Claimants reported the dispute to the Ministry of Labour and a conciliator was appointed. As the matter could not be resolved during conciliation, the parties signed the notification of dispute form to the Industrial Court on 23rd July 1969.

The Claimants had demanded a wage increase of Sh. 75 p.m. for each employee due to the increase in cost of living and because they maintained that the Respondents were doing good business as there was hardly any vacant parking space in their car-parking facilities.

The Respondents had all along maintained their inability to pay any wage increases and stated that they had agreed to review all wages after six months as they had hoped that their financial position would improve within that time but unfortunately this had not materialized. The Respondents stated that they had presented the Claimants with a clear picture of their serious financial position but unfortunately the Claimants had decided to pursue their wage claim in the Industrial Court.

The Respondents contended that the established criteria, cost of living increases, comparative rates and productivity are subordinate to the fundamental issue of the ability of the Respondents to pay.

During the parties' first appearance before the Court on 22nd September 1969, after a preliminary exchange of submissions, the dispute was stood over for six months with the consent of the parties, with a view that the negotiations would continue between them on an intelligent and proper basis taking into account the serious financial position of the Respondents.

On 23rd September 1970, the Claimants requested the Court to fix a hearing date so as to finalize this dispute. Accordingly the parties appeared before the Court on 9th November 1970, and during the hearing the Court was informed that the Respondents had, since the last Court hearing, decided to give a bonus to every employee per month with effect from June 1969 ranging from Sh. 10 going up to Sh. 50. The Court notes that the wages of the Respondents' employees range between Sh. 175 p.m. to Sh. 300 p.m. The Court further notes that one employee has been granted a bonus of Sh. 50 p.m., four the bonus of Sh. 30 p.m., two the bonus of Sh. 27 p.m. and three a monthly bonus of Sh. 10, Sh. 15 and Sh. 20.

The Court finds all this very surprising. There is no doubt that this action on the part of the Respondents is most inconsistent and contrary to their submissions in this dispute, built around their inability to pay. In fact during the second hearing the Respondents informed the Court that their financial position, if anything, had deteriorated further and that currently a Swiss Engineer had come and was examining the whole equipment. On his report would depend the future of the Respondents' organization.

The Court has carefully considered the various points and finds that the grant of bonus to the workers by the Respondents to be most injudicious and in fact reinforces the Claimants' submission that the Respondents had tried to undermine their activities as a union. The Court is inclined to agree with the Claimants and finds that the Respondents' conduct, even if prompted by good motives, almost amounts to an unfair industrial practice.

After a careful consideration of all the submissions the Court awards that the bonus which is being paid to the workers per month should be integrated in their monthly wage with effect from June 1969 and in addition all the workers should get a further wage increase of Sh. 10 p.m. with effect from the same date. The Court further rules that this award should remain in force for a period of 18 months from June 1969.

Given in Nairobi this 21st day of November 1970.

SAEED R. COCKAR,
President.

G. N. KONDITI,
J. B. ABUOGA,
Members.

GAZETTE NOTICE NO. 3531

THE INDUSTRIAL COURT

CAUSE NO. 29 OF 1970

Parties:—

Kenya Plantation and Agricultural Workers' Union
and
E.A. Tanning Extract Co. Ltd.

*Issue in dispute:—**Employees to be covered:*

1. The Union maintained that all employees of the company including agricultural workers are to be covered under the agreement.
2. The Employers maintained that only factory workers of the company shall be covered under the agreement.

1. The Kenya Plantation and Agricultural Workers' Union shall hereinafter be referred to as the Claimants and E.A. Tanning Extract Co. Ltd. shall hereinafter be referred to as the Respondents.

2. The parties were heard in Nairobi on the 3rd day of November 1970, and relied on their written and verbal submissions.

AWARD

3. The parties in dispute are the successors to the General Agricultural Workers' Union and the Kenya National Farmers' Union, which organizations had entered into an agreement, in matters of recognition, on 18th January 1961. It is admitted that the said Recognition Agreement is still in force. Para. 6 of this Agreement states that—

"The General Agricultural Workers' Union for its part undertakes not to enter into negotiations on those matters listed at Appendix "A" with any other organization or individual other than the Kenya National Farmers' Union."

The Court has noted that a joint statement was issued by the General Agricultural Workers' Union and the Claimants in June 1966 on the occasion of the transfer of functions from the Kenya National Farmers' Union to the Agricultural Employers' Association (A.E.A.). In this statement the Claimants undertook not to enter into negotiations on negotiable matters with any other organization or individual other than the A.E.A. In addition, prior to this, on 11th May 1966, the then General Secretary of the Claimants had written the following letter to the Executive Officer of the A.E.A.:—

"On behalf of this Union, I wish to assure you that Kenya Plantation and Agricultural Workers' Union will honour all the agreements made and signed between Kenya National Farmers (Employers) Union, the General Agricultural Workers' Union and the Kenya Plantation and Agricultural Workers' Union and we assure you of our co-operation."

It is common ground that before 1961 the Kenya National Farmers' Union had negotiated an agreement with the General Agricultural Workers' Union covering wages and terms and conditions of employment in respect of agricultural workers employed by the members of the Kenya National Farmers' Union. At that time there was some doubt regarding the representation of the Respondents' workers working in their extract factory—whether General Agricultural Workers' Union or the Kenya Chemical Workers' Union was the proper union to represent them. The matter was referred to a Demarcation Committee in 1961 which ruled in favour of the General Agricultural Workers' Union after which the said Union secured an agreement for a period of two years effective from 1st November 1962, in respect of factory workers only. Further negotiations took place in 1966 between the Kenya National Farmers' Union representing their member, the Respondents, and the Claimants, again with specific reference only to the factory workers. The agreement was signed on 22nd February 1966, coming into force on 1st January 1966, for a period of 12 months. Thereafter by letter dated 10th October 1969, the Claimants forwarded a list of new demands for wages and terms and conditions of service

covering all employees employed by the Respondents in their factory and on their estates. The dispute before the Court stems from this demand.

The historical background leading up to the establishment of a Wages Council for the Agricultural Industry has great relevance to this dispute because in 1963 it was realized by the employers and the trade union that any agreement negotiated with the employers' association could only apply to the limited number of farmers who had identified themselves with the employers' association, and that it had no influence on the large number of farmers outside the employers' association. The Court is satisfied that in view of this and the change of circumstances of the ownership of the former European farms to Africans, both the employers and the trade union jointly requested the setting up of an Agricultural Wages Council. This was established but applied in the first instance only to unskilled labour. Subsequently both the Claimants and the A.E.A. realized that it would be in the interest of both of them if the scope of the Agricultural Wages Council was extended and therefore a joint letter was prepared dated 1st July 1967, signed by Mr. P. Mwangi, the Claimants' General Secretary, and the Executive Officer of the A.E.A. requesting an amendment to the terms of reference for the Agricultural Wages Council so that rates of pay and other terms of employment for both skilled and semi-skilled employees in the mixed farming industry could be discussed within the Wages Council. This request was granted and the scope of the Wages Council was correspondingly extended.

The position that has been established is that in the agricultural industry, the Claimants and the A.E.A. and their predecessors had an agreement covering wages and fringe benefits for the agricultural workers employed by the members of the employers' organization. This agreement was subsequently replaced by the establishment of a Wages Council in the agricultural industry at the joint request of those parties. From then on the wages and fringe benefits have been regulated by the various Regulations of Wages Orders in the agricultural industry as issued from time to time by the Minister for Labour, the last one being the Regulation of Wages (Agricultural Industry) Order 1967. It should be noted that the application of another Order which was to replace the current one has been deferred by the Minister in view of the Tripartite Agreement. During all this time the factory workers employed by the Respondents were subject to separate agreements, the latest being the one which came into force on 1st January 1966, for a minimum period of 12 months.

The Claimants now demand that the Respondents should negotiate with them an agreement which would cover not only their factory workers but all their agricultural workers as well. They have strongly submitted that the Wages Council Orders lay down statutory minimum rates and level of fringe benefits and they are therefore at liberty to pursue their demand with the Respondents. The Respondents on the other hand rely on clause 6 of the Recognition Agreement which is quoted hereinbefore and argue that as they are members of an employers' organization and the said organization has come to a certain arrangement with the Claimants, they, the Respondents are precluded from negotiating separately in respect of those workers who are covered by the said arrangement.

The Court notes that out of a total number of 2,478 employees working for the Respondents, 2,229 are workers who are directly employed on their various estates and the remaining 249 are included in the category of factory workers and are subjected to a separate agreement.

The Court finds that, contrary to what the Claimants submitted, the Respondents are mainly engaged in mixed farming as is evident from the following acreages in respect of the various farm produce:—

Maize	8,756	} One or two crops every year.
Linseed	80	
Oats	566	
Barley	90	
Cattle grass ..	6,293	
Wattle trees ..	19,737	} One crop every ten years.
	35,522	
		acres

10,327 head of cattle.
7,350 head of sheep.
217 goats.

From the above information the Court has absolutely no doubt that the Respondents are a very large agricultural company.

After the Claimants had forwarded their demands on 10th October 1969, the Respondents informed them that they would be prepared to meet them and discuss their demands provided they concerned factory workers only. The Claimants could not accept that and the matter was referred to the Ministry of Labour as a trade dispute in November 1969. A conciliator was appointed to look into the dispute and a meeting was held on 4th December 1969. The Claimants alleged that at this meeting a "gentleman's" agreement was reached with the Respondents

who agreed to discuss these demands in respect of all workers through voluntary negotiations and as a result two meetings were held between them on 22nd December 1969, and 15th January 1970. It should be noted that at this time the A.E.A. was involved in these negotiations on behalf of their member, the Respondents. During these two meetings agreement appears to have been reached on ten items out of 21 originally down for discussion and the Claimants strongly submitted that this proved that the Respondents had conceded the principle of negotiating one integrated agreement for their factory and agricultural workers.

The Respondents on the other hand denied that they had entered into any such "gentleman's" agreement with the Claimants through A.E.A. or that the negotiations in December and January had proceeded on the assumption that they were in respect of an integrated agreement for all their employees. They said it was just a coincidence that the ten items which were alleged to have been agreed were consistent with the provisions of the Regulation of Wages (Agricultural Industry) Order.

The Court has some doubt as to the circumstances under which these negotiations commenced and proceeded but even if the Respondents started negotiations in respect of all their workers and half way through decided that they had erred, there was nothing to prevent them from withdrawing from those negotiations. The Court has, however, very carefully gone through the minutes of these meetings and in the absence of any agreement in writing to support the Claimants' view, the Court is inclined to accept the Respondents' submission, that these negotiations were directed towards the factory workers only.

The Court accepts the Claimants' contention that the purpose of a Wages Council Order is designed to assist in laying down only the minimum employment conditions and there is no limitation to a union seeking improvements of such standards. But in this dispute, which concerns the agricultural industry in Kenya, the historical background set out hereinbefore clearly shows that the Claimants and the A.E.A. had extended their own agreement through a Wages Council Order to the whole agricultural industry in the country in 1963. Since then there have been improvements in the statutory rates and benefits from time to time through the relevant Wages Council Orders. The Claimants having failed to extend their agreement with the predecessors of the A.E.A. to other farmers, had taken this step jointly with the employers for the establishment of a Wages Council in the agricultural industry so that all farmers could be brought within its ambit. There is no evidence of any separate agreement having been negotiated between the Claimants and the A.E.A. on behalf of their members after the establishment of the Wages Council. In these circumstances the Court is left with no other alternative but to find that the Respondents, being members of the A.E.A. and its predecessors since 1960, or thereabout, are fully entitled to be protected by the Recognition Agreement which is in force between the Claimants and the A.E.A. and are subject to, in the absence of any other agreement, the Wages Regulation Order currently in force, as far as their agricultural workers are concerned.

The Court has given anxious thought to the Claimants' proposition but would like to advise that if they want to back out from the arrangement which they have made with the A.E.A. and its predecessor, the proper course for them is to seek an amendment to the Recognition Agreement signed on 18th January 1961, and if they succeed in securing the appropriate amendment or in drawing up a new Recognition Agreement then they can embark on negotiations in accordance with the new Recognition Agreement. The fact would, however, remain that in dealing with agricultural industry in Kenya, they are involved in a very sensitive sector in the economy of the country. In Kenya, agriculture is of prime importance and on it depend hundreds and thousands of workers for their livelihood. Therefore the Claimants would be well advised to plan their future moves in this direction with the greatest caution, keeping in view the welfare of their members—the workers—and the economy of the country. This, however, is a separate matter which in due course could be discussed and gone into on another occasion by the parties themselves.

In view of the foregoing circumstances, the Court rules that the Respondents' factory workers only should be covered under the Agreement which the Claimants are negotiating with them, in pursuance of the Claimants' demands submitted to the Respondents on 10th October 1969. Since the parties have not yet commenced negotiations seriously the Court directs that they should do so at a very early date.

Given in Nairobi this 20th day of November 1970.

SAEED R. COCKAR,
President.

R. M. MWILU,
Vice-President.

HON. R. M. WANJAGI, M.P.,
J. G. GRIFFIN,
Members.

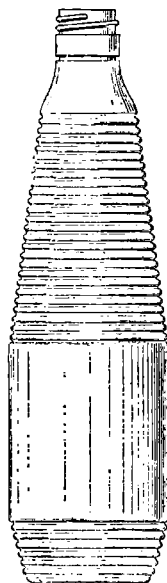
GAZETTE NOTICE No. 3532

THE UNITED KINGDOM DESIGNS PROTECTION ACT
(Cap. 510)

DESIGN No. 947777

NOTICE is hereby given that our clients, Associated Packers Limited, of Falkirk Road, Industrial Area, P.O. Box 18114, Nairobi, have obtained in England registration of the design set out below for the Sunglora "Bottle" container under the Registered Designs Act 1949, bearing the number mentioned above.

The attention of the public is drawn to the provisions of the Kenya Act, above mentioned (Cap. 510), which extends to Kenya the protection afforded by the above registration and confers on our clients (*inter alia*) the right to recover damages for any infringement of copyright in the design.



— Side Elevation —

(The Article is Circular in Plan)

The above-mentioned design was registered as of 27th July 1970, and a copyright of five years was granted for the same.

Dated this 23rd day of November 1970.

KAPLAN & STRATTON,
Advocates,
Queensway House, York Street,
P.O. Box 111, Nairobi.

GAZETTE NOTICE No. 3533

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.

IN CLASS 1—SCHEDULE III

MYRITOL

17367.—Chemical products to be used in industry, especially for use in the manufacture of cosmetic preparations. DEHYDAG DEUTSCHE HYDRIERWERKE, G.M.B.H., a company incorporated under the laws of Western Germany, manufacturers and merchants, of Henkelstrasse 67, Dusseldorf-Holthausen, Germany, and c/o Messrs. Daly & Figgis, advocates, P.O. Box 34, Nairobi. 5th March 1970.

IN CLASS 2—SCHEDULE III

TWIFLEX

17357.—Paints, varnishes, lacquers. TWIGA CHEMICAL INDUSTRIES LTD., a limited liability company incorporated in Kenya, manufacturers and merchants, of Rhokatan House, Nairobi, and c/o Messrs. Daly & Figgis, advocates, P.O. Box 34, Nairobi. 25th February 1970.

IN CLASS 3—SCHEDULE III

EQUIPAGE

17358.—All goods included in Class 3. COMPTOIR NOUVEAU DE LA PARFUMERIE, a French company, manufacturers, of 23, rue Boissy d'Anglas, Paris, France, and c/o Messrs. Kaplan & Stratton, advocates, P.O. Box 111, Nairobi. 27th February 1970.

The undermentioned applications are proceeding in the name of KANJEE NARANJEE (KENYA) LTD., a limited liability company registered in Kenya, manufacturers, of P.O. Box 357, Second Floor, Esso House, Nairobi. 8th October 1970.

BOTH IN CLASS 3—SCHEDULE III

MALLI

17992.—Soaps, perfumery, essential oils, cosmetics, hair lotions and dentifrices.

SPORTSMAN

17993.—Soaps, perfumery, essential oils, cosmetics, hair lotions and dentifrices.

The undermentioned applications are proceeding in the name of SHELL INTERNATIONAL PETROLEUM COMPANY LIMITED, merchants, of Shell Centre, London S.E.1, England, and c/o Messrs. Atkinson, Cleasby & Satchu, advocates, P.O. Box 29, Mombasa. 11th March 1970.

Proceeding under section 32 (1) (b) of the Trade Marks Act.

ALL IN CLASS 4—SCHEDULE III

CECINA

17376.—Industrial oils and greases (other than edible oils, and fats and essential oils); lubricants; fuels (including motor spirit) and illuminants.

CHAMA

17377.—Industrial oils and greases (other than edible oils and fats and essential oils); lubricants; fuels (including motor spirit) and illuminants.

GADUS

17378.—Industrial oils and greases (other than edible oils); and fats and essential oils; lubricants; fuels (including motor spirit) and illuminants.

IN CLASS 5—SCHEDULE III

EPANUTIN

17363.—Pharmaceutical preparations and substances for human and veterinary use. PARKE, DAVIS & COMPANY (a corporation organized and existing under the laws of the State of Michigan, United States of America), manufacturers, of Foot of Joseph Campau Avenue, At the River, Detroit 32, State of Michigan, United States of America, and c/o Lysaghat & Co., c/o Barclays Bank D.C.O., Government Road, Nairobi, Kenya. 3rd March 1970.

IN CLASS 11—SCHEDULE III

FEDDERS

17369.—Air conditioning apparatus. FEDDERS CORPORATION, a corporation of the State of New York, manufacturers and merchants, of Woodbridge Avenue, City of Edison, State of New Jersey, U.S.A., and c/o Messrs. Hamilton Harrison & Mathews, advocates, P.O. Box 30333, Nairobi. 9th March 1970.

IN CLASS 25—SCHEDULE III

Bel Gracia

17023.—Stays, corsets, corselettes, brassieres, corset bodies, bust improvers, bust bodies, hip confiners and belts for wear, all being articles of clothing. UNITY CORSET FACTORIES LIMITED, a British company, manufacturers and merchants, of Waters Road, off Two Mile Road, Kingswood, Bristol, England, and c/o Messrs. Atkinson, Cleasby & Satchu, advocates, P.O. Box 29, Mombasa. 17th September 1969.

IN CLASS 25—SCHEDULE III

BIG FIVE

17704.—Ready made clothes and other articles therefor. EQUITY LIMITED, retail/wholesale import, export for ready made clothes and other articles. Proprietors: Chandulal S. Shah, Rajnikant S. Shah, Popatlal S. Shah, Shantilal S. Shah, Virchand S. Shah, Mrs. Indira V. Shah, Mrs. Kusum C. Shah, of P.O. Box 3029, Government Road, Nairobi. 26th June 1970.

IN CLASS 25—SCHEDULE III

REGENT

17368.—Ready made garments. COMMERCIAL MARKETING CO. Proprietors: N. H. Gudka, G. R. Shah, D. K. Shah, K. H. Shah, A. K. Shah, B. K. Shah, manufacturers and merchants, of P.O. Box 149, Plot No. 209/2486/87, Bazaar Street, Nairobi. 6th March 1970.

The undermentioned applications are proceeding in the name of BIDCO CLOTHING FACTORY LIMITED, a limited liability company duly registered under the laws of the Republic of Kenya, manufacturers and merchants, of P.O. Box 8232, Kijabe Street, Nairobi, Plot No. 209/4360/41 and Plot No. 209/136/222, Kirinyaga Street, Nairobi. 27th August 1970.

BOTH IN CLASS 25—SCHEDULE III

KENAT

17847.—Ready made clothes. To be associated with TMA. No. 17848.

KENFRI

17848.—Ready made clothes. To be associated with TMA. No. 17847.

ADDENDUM

Notice of registration of Registered User under Notice No. 2949, page 1087, Kenya Gazette dated 9th October 1970, of Trade Mark Nos. 15049, 13289, B.13374 and 15027:—

Conditions or restrictions:—

The permitted use is in respect of "White and coloured moulded school chalks and powder colour" in the matter of all registrations.

TRADE MARKS RENEWED

TM. No.	Class	Trade Marks	Name
12225	34	CARLTON & Indian Head Device	American Brands, Inc.
12220	34	INDIAN HEAD DEVICE	American Brands, Inc.
B.7616	22	VOLKSWAGEN	Volkswagen Aktiengesellschaft.
B.7615	22	VOLKSWAGEN	Volkswagen Aktiengesellschaft.
7494	3	NOBEL-BOFORS	Aktiebolaget Bofors.
12115	5	PLANAVIN	Shell International Petroleum Company Limited.
12173	24	TOM DEVICE	N. V. Twentsche Overzee Handel Maatschappij.
7540	23	BEAR EXTRA STRONG TKT	J. & P. Coats Limited.
B.7543	23	GRIFFIN TKT	J. & P. Coats Limited.
12116	23	APTAN WORD	J. & P. Coats Limited.
12118	23	KOBAN WORD	J. & P. Coats Limited.
12119	23	GUN STRANDED AND COTTON BAND	J. & P. Coats Limited.
7541	23	EAGLE DEVICE	J. & P. Coats Limited.
7542	50	SPADE COP BAND	J. & P. Coats Limited.
12117	23	GRAL WORD	J. & P. Coats Limited.

Nairobi,
20th November 1970.

D. J. COWARD,
Registrar of Trade Marks.

GAZETTE NOTICE No. 3534

THE PATENTS REGISTRATION ACT

(Cap. 508)

ORIGINAL ENTRY

IT IS hereby notified for general information that a letters patent, particulars of which appear in the Schedule hereto, was registered as No. P1981 of 1970 in the Kenya Register of Patents on the 13th day of November 1970.

SCHEDULE

No. of application.—P1981.

Date of application.—13th November 1970.

Name of applicant.—Richardson-Merrell Limited, of 20, Savile Row.

Registered address.—London W.1, England.

Particulars of grant in the United Kingdom:—

No.—1,162,754.

Date.—2nd September 1970.

Date of filing complete specification.—12th February 1968.

Complete specification published.—27th August 1969.

Nature of invention.—Disinfecting Composition.

Documents, etc., filed in registry:—

(a) One certified copy of the specification (including drawings and "Office Copy" of letters patent) of the United Kingdom patent.

(b) Certificate of the Comptroller-General of the United Kingdom Patent Office.

(c) Authorization in favour of Messrs. Kaplan & Stratton, P.O. Box 111, Nairobi.

Nairobi,
16th November 1970.

D. J. COWARD,
Registrar of Patents.

GAZETTE NOTICE No. 3535

THE PATENTS REGISTRATION ACT

(Cap. 508)

ORIGINAL ENTRY

IT IS hereby notified for general information that a letters patent, particulars of which appear in the Schedule hereto, was registered as No. P1982 of 1970 in the Kenya Register of Patents on the 17th day of November 1970.

SCHEDULE

No. of application.—P1982.

Date of application.—17th November 1970.

Name of applicant.—American Cyanamid Company.

Registered address.—Wayne, New Jersey, United States of America.

Particulars of grant in the United Kingdom:—

No.—1,097,825.

Date.—1st May 1968.

Date of filing complete specification.—3rd August 1965.

Complete specification published.—3rd January 1968.

Nature of invention.—Novel method for suppressing insects.

Documents, etc., filed in registry:—

(a) One certified copy of the specification (including drawings and "Office Copy" of letters patent) of the United Kingdom patent.

(b) Certificate of the Comptroller-General of the United Kingdom Patent Office.

(c) Authorization in favour of Messrs. Kaplan & Stratton, P.O. Box 111, Nairobi.

Nairobi,
18th November 1970.

D. J. COWARD,
Registrar of Patents.

GAZETTE NOTICE No. 3536

THE LIQUOR LICENSING ACT (Cap. 121)

NAKURU/BARINGO LIQUOR LICENSING COURT

DULY authorized by the Provincial Commissioner, Rift Valley Province, Nakuru, a special meeting of the Nakuru/Baringo Liquor Licensing Court will be held at the District Commissioner's Office, Nakuru, on Monday, the 14th December 1970, at 10 a.m., to consider a number of applications.

DAVID A. MUSILLA,
President,
Nakuru/Baringo Liquor Licensing Court.

Nakuru,
18th November 1970.

GAZETTE NOTICE No. 3537

THE AFRICAN LIQUOR ACT (Cap. 122)

NYANDARUA AFRICAN LIQUOR LICENSING BOARD

NOTICE is hereby given that the next statutory meeting of the Nyandarua African Liquor Licensing Board will be held in the Urban Council Hall, Thomson's Falls, on Monday, the 7th December 1970, at 10 a.m.

A list of applicants may be seen at the District Officer's Office, Ol Kalou, Kinangop, Ol Joro Orok and District Commissioner's Office, Thomson's Falls.

J. K. ETEMESI,
Chairman,
Nyandarua African Liquor Licensing Board,
Private Bag,
Thomson's Falls,
1st November 1970.

GAZETTE NOTICE No. 3538

PROBATE AND ADMINISTRATION

TAKE NOTICE that after fourteen days from the date of this Gazette, I intend to apply to the High Court at Nairobi for representation of the estate of the person named in the second column of the Schedule hereto, who died on the date set forth against his name.

And further take notice that all persons having any claims against or interests in the estate of the said deceased person 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 estate distributed according to law.

SCHEDULE

Public Trustee's Cause No.	Name of Deceased	Address	Date of Death	Testate or Intestate
110/70	Clement Awidhi	Ndere, North Gem	3-10-67	Intestate

Nairobi.
20th November 1970.

D. J. COWARD,
Public Trustee.

GAZETTE NOTICE No. 3539

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. 301 OF 1970

By Edwin Alfred Bristow of P.O. Box 111, Nairobi in Kenya, one of the duly constituted attorneys of Ethel Florence Elliott of Auckland in New Zealand, the widow of the deceased and the residuary legatee named in his will and codicil, through Messrs. Kaplan & Stratton, advocates of Nairobi, for resealing in Kenya, the grant of letters of administration with the will and codicil annexed granted on the 30th day of August 1968, by the Supreme Court of New Zealand, of the estate of Walter Robert Elliott of Auckland aforesaid, who died at Auckland on the 5th day of July 1967.

(2) CAUSE No. 309 OF 1970

By Mahendra Rasiklal Gandhi of P.O. Box 3524, Nairobi in Kenya, the duly constituted attorney of Kamlaben Chimanlal Jamindar of Baroda in India, the widow of the deceased, for resealing in Kenya, the grant of letters of administration (Succession Certificate) issued on the 25th day of September 1967, by the Court of Civil Judge (J.D.) Kaira in India, of the estate of Chimanlal Chhaganlal Jamindar (also known as Chimanbhai Chhaganbhai Jamindar) of Baroda aforesaid, who died at Baroda on the 4th day of October 1965.

(3) CAUSE No. 310 OF 1970

By Narmada Sureshchandra Shah of P.O. Box 144, Ruiru in Kenya, the widow of the deceased, through Messrs. Bhandari & Bhandari, advocates of Nairobi, for resealing in Kenya, the grant of letters of administration issued on the 14th day of October 1969, by the High Court of Justice in England, of the estate of Sureshchandra Ramji Shah of London in England, who died at London on the 10th day of July 1969.

(4) CAUSE No. 311 OF 1970

By James Henry Wilkinson of P.O. Box 34, Nairobi in Kenya, one of the executors named in the will of the deceased (the other executor, namely, John Joseph O'Meara, having predeceased the deceased herein, he having died on the 16th day of March 1970), through Messrs. Daly & Figgis, advocates of Nairobi, for a grant of probate of the will of Jeanne Ward of Nairobi aforesaid, who died at Nairobi on the 20th day of October 1970.

(5) CAUSE No. 312 OF 1970

By Nanubhai Govind Mistry c/o P.O. Box 9820, Nairobi in Kenya, the widower of the deceased, through G. S. Vohra, Esq., advocate of Nairobi, for a grant of letters of administration intestate of the estate of Mrs. Naniben Nanubhai Mistry of Nairobi aforesaid, who died at Nairobi on the 28th day of June 1970.

(6) CAUSE No. 297 OF 1970

By Barclays Bank D.C.O. (through its duly constituted attorneys (1) John Graham Miles and (2) John Mudd, both of P.O. Box 30356, Nairobi in Kenya), the executor appointed in the will of the deceased, through Messrs. Archer & Wilcock, advocates of Nairobi, for a grant of probate of the will of Richard Temple Moore of Limuru in Kenya, who died at Llanelli, Wales in England, on the 17th day of July 1970.

(7) CAUSE No. 318 OF 1970

By James Gerald Adam (referred to in the will as "Mr. J. Adam") of P.O. Box 40, Kitale in Kenya, the executor named in the will of the deceased, through Messrs. Hamilton Harrison & Mathews, advocates of Nairobi, for a grant of probate of the will of George Stuart Harris of Nairobi aforesaid, who died at Nairobi on the 29th day of May 1970.

(8) CAUSE No. 319 OF 1970

By Barclays Bank D.C.O. (through its attorneys, John Graham Miles and John Mudd, both of P.O. Box 30130, Nairobi in Kenya), the duly constituted attorney of Barclays Bank Limited of London in England, the executor named in the will of the deceased, through Messrs. Kaplan & Stratton, advocates of Nairobi, for resealing in Kenya, the grant of probate granted on the 29th day of July 1970, by the Principal Probate Registry of the High Court of Justice in England at London, of the estate of Harry Walter Jackson of Folkestone, Kent in England, who died at Folkestone on the 23rd day of March 1970.

(9) CAUSE No. 321 OF 1970

By Zeferina Filomena Mendonca of P.O. Box 30333, Nairobi in Kenya, the widow of the deceased, through Messrs. Hamilton Harrison & Mathews, advocates of Nairobi, for a grant of letters of administration intestate of the estate of Joseph Gabriel Mendonca of Nairobi in Kenya, who died at Nairobi on the 18th day of June 1969.

This Court will proceed to issue the same unless cause be shown to the contrary and appearance in this respect entered on or before 11th December 1970.

Nairobi,
23rd November 1970. *M. F. PATEL,
Deputy Registrar,
High Court of Kenya, Nairobi.*

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

GAZETTE NOTICE No. 3540

IN THE HIGH COURT OF KENYA
AT MOMBASA DISTRICT REGISTRY
PROBATE AND ADMINISTRATION

TAKE NOTICE that an application having been made in this Court in:—

CAUSE No. 63 OF 1970

By (1) Zohrakhanu d/o Kara Kanji, (2) Mohamedali Maherali and (3) Abdulali Lutfali Maherali, all of Mombasa in Kenya, the executors of the deceased, through Messrs. Pandya & Talati, advocates of Mombasa in Kenya, for probate of the will of the late Lutfali Maherali of Mombasa in Kenya, who died on the 4th day of September 1969, at Mombasa in Kenya.

This Court will proceed to issue the same unless cause be shown to the contrary and appearance in this respect entered within 14 days from the date of publication of this notice in the Kenya Gazette.

Mombasa,
16th November 1970. *P. N. KHANNA,
Acting Deputy Registrar,
High Court of Kenya,
Law Courts, Mombasa.*

NOTE

The will mentioned above is deposited and open to inspection at the Court.

GAZETTE NOTICE No. 3541

IN THE HIGH COURT OF KENYA
AT MOMBASA DISTRICT REGISTRY
PROBATE AND ADMINISTRATION

TAKE NOTICE that an application having been made in this Court in:—

CAUSE No. 72 OF 1970

By Shirin Akberali Visram Walli and Salim Akberali Visram Walli both of Mombasa in Kenya, the widow and son of the deceased, through Messrs. Anjarwalla, Abdulhusein & Company, advocates of Mombasa, for a grant of letters of administration intestate of the estate of the late Akberali Visram Walli of Mombasa aforesaid, who died on the 19th day of August 1970, at Mombasa in Kenya.

This Court will proceed to issue the same unless cause be shown to the contrary and appearance in this respect entered within fourteen (14) days from the date of publication of this notice in the Kenya Gazette.

Mombasa,
18th November 1970. *P. N. KHANNA,
Acting Deputy Registrar,
High Court of Kenya,
Law Courts, Mombasa.*

GAZETTE NOTICE No. 3542

IN THE HIGH COURT OF KENYA
AT MOMBASA DISTRICT REGISTRY
PROBATE AND ADMINISTRATION

TAKE NOTICE that an application having been made in this Court in:—

CAUSE No. 73 OF 1970

By Barclays Bank D.C.O. (through its attorneys (1) John Graham Miles and (2) John Mudd, of P.O. Box 30356, Nairobi in Kenya), the executor named in the will of the deceased, through Messrs. Atkinson, Cleasby & Satchu, advocates of Mombasa in Kenya, for a grant of probate of the will of John Andrew Robert Knapp Barrow of Mombasa aforesaid, who died at Busbridge, England, on the 12th day of August 1970.

This Court will proceed to issue the same unless cause be shown to the contrary and appearance in this respect entered within fourteen (14) days from the date of publication of this notice in the Kenya Gazette.

Mombasa,
18th November 1970. *P. N. KHANNA,
Acting Deputy Registrar,
High Court of Kenya,
Law Courts, Mombasa.*

NOTE

The will mentioned above has been deposited in and is open for inspection at this Court.

GAZETTE NOTICE No. 3543

HERMANN GEORGE KARL KLAPPROTT, DECEASED

NOTICE is hereby given, pursuant to section 29 of the Trustee Act (Cap. 167), that any person having a claim or an interest in the estate of the late Hermann George Karl Klapprott, formerly of Kipkabus in the Uasin Gishu District in the Republic of Kenya, who died on the 5th day of November 1970, is hereby required to send particulars in writing of his claim or interest to Messrs. Shaw & Carruthers, advocates of P.O. Box 112, Eldoret, on or before the 31st day of January 1971, after which date the estate will be distributed amongst the persons entitled thereto having regard only to the claims and interests of which it has had notice and will not as respects the property so distributed be liable to any person of whose claim it shall not have then had notice.

Eldoret,
17th November 1970. *SHAW & CARRUTHERS,
Advocates for the Executrix,
P.O. Box 112, Eldoret.*

GAZETTE NOTICE No. 3544

ESTATE OF THE LATE CHARLES HENRY
WHITTINGHAM

To All To Whom It May Concern:

TAKE NOTICE that all persons having any claims against or owing money to the above-named Charles Henry Whittingham of Nairobi, Kenya, who died at Nairobi aforesaid, on the 10th day of October 1970, are requested to prove such claims or pay the amount due as the case may be to The Standard Bank Limited, P.O. Box 30299, Nairobi, Kenya, on or before the 27th day of January 1971, after which date the estate of the said deceased will be distributed or administered according to law having regard only to the claims against the estate of which we the said Bank shall then have notice.

Dated at Nairobi this 17th day of November 1970.

THE STANDARD BANK LIMITED,
*Trustee Branch,
P.O. Box 30299, Nairobi,
Executor.*

GAZETTE NOTICE No. 3545

ESTATE OF THE LATE GEOFFREY VAUNOIS ROLAND

To All To Whom It May Concern:

TAKE NOTICE that all persons having any claims against or owing money to the above-named Geoffrey Vaunois Roland of Ramsey, Isle of Man, who died at Cronk Coar Braddan, Isle of Man, on the 26th day of May 1970, are requested to prove such claims or pay the amount due as the case may be to The Standard Bank Limited, P.O. Box 30299, Nairobi, Kenya, on or before the 27th day of January 1971, after which date the estate of the said deceased will be distributed or administered according to law having regard only to the claims against the estate of which we the said Bank shall then have notice.

Dated at Nairobi this 17th day of November 1970.

THE STANDARD BANK LIMITED,
*Trustee Branch,
P.O. Box 30299, Nairobi,
Attorney Administrator.*

GAZETTE NOTICE No. 3546

IN THE HIGH COURT OF KENYA AT NAIROBI

IN BANKRUPTCY CAUSE No. 2 OF 1969

Re: *Malek Sultan d/o Habib Alibhai, bankrupt*

THE bankrupt having applied to the Court for her discharge, the Court has fixed Friday, the 8th day of January 1971, at 10.30 o'clock in the forenoon, at Law Courts, Nairobi, for hearing the application.

Dated this 16th day of November 1970.

J. W. ONYANGO OTIENO,
*Deputy Registrar,
High Court of Kenya.*

GAZETTE NOTICE No. 3547

THE BANKRUPTCY ACT
(Cap. 53)

IN MOMBASA BANKRUPTCY CAUSE No. 6 OF 1966

Re: (1) *Panachand Hansraj Shah*, (2) *Manilal Jivraj Shah*, (3) *Mrs. Dahiben d/o Raishi Vira w/o Jivraj Hansraj Shah*, (4) *Prabhulal Panachand Shah*, carrying on business in co-partnership in the firm name or style of *Shah Jivraj Hansraj*, debtors.

NOTICE OF TRANSFER OF SEPARATE ESTATES TO JOINT ESTATE

NOTICE is hereby given that there being in the hands of the trustee in the above bankruptcy a surplus estimated at Sh. 9,551/40 arising from the separate estate of Panachand Hansraj Shah and Sh. 4,213/45 arising from the separate estate of Mrs. Dahiben d/o Raishi Vira w/o J. H. Shah, the above-named bankrupts numbers (1) and (3) after paying a dividend of Sh. 20 in £1 to separate creditors of such bankrupts, it is the intention of such trustee, at the expiration of 21 days from the appearance of this notice in the Gazette, to transfer such surplus to the credit of the joint estate in the said bankruptcy.

Dated this 17th day of November 1970.

J. N. KING'ARUI,
Deputy Official Receiver
and Trustee (Coast),
P.O. Box 366, Mombasa.

GAZETTE NOTICE No. 3548

THE BANKRUPTCY ACT
(Cap. 53)

IN THE HIGH COURT OF KENYA AT NAIROBI

IN BANKRUPTCY CAUSE No. 52 OF 1958

Re: *Purshottam Nathubhai and Nathalal Nuthubhai*, trading as *Purshottam Nathubhai and Co.*, debtors

NOTICE OF TRANSFER OF SEPARATE ESTATES TO JOINT ESTATE

NOTICE is hereby given that there being in the hands of the trustee in the above bankruptcy surpluses estimated at Sh. 1,234/55 and Sh. 1,270/55 arising from separate estates of Purshottam Nathubhai and Nathalal Nathubhai, two of the bankrupts, and there being no separate creditors of such bankrupts, it is the intention of such trustee at the expiration of 14 days from the appearance of such notice in the Gazette to transfer such surpluses to the credit of the joint estate in the said bankruptcy.

Dated this 20th day of November 1970.

M. L. HANDA,
Deputy Official Receiver and Trustee.

GAZETTE NOTICE No. 3549

THE BANKRUPTCY ACT
(Cap. 53)

PUBLIC EXAMINATION

Debtor's name.—*Jaggivan Girdhar Parmar*.

Address.—P.O. Box 10482, Nairobi.

Description.—Now craftsman.

Court.—High Court of Kenya at Nairobi.

No. of matter.—B.C. 10 of 1969.

Date of public examination.—18th December 1970.

Hour.—10.30 a.m.

Place.—Law Courts, Nairobi.

Nairobi,
20th November 1970.

M. L. HANDA,
Deputy Official Receiver.

GAZETTE NOTICE No. 3550

THE BANKRUPTCY ACT
(Cap. 53)

NOTICE OF INTENDED DIVIDEND

Debtors' names.—(1) *Durga Dass Maini*, (2) *Ram Partap Maini*, (3) *Shadi Ram Maini*, trading as *Maini Brothers*.

Address.—P.O. Box 1526, Nairobi.

Description.—Businessmen.

Court.—High Court of Kenya at Nairobi.

No. of matter.—B.C. 14 of 1961.

Last day for receiving proofs.—14th December 1970.

Trustee's name.—Official Receiver.

Address.—P.O. Box 30031, Nairobi.

Nairobi,
20th November 1970.

M. L. HANDA,
Deputy Official Receiver.

GAZETTE NOTICE No. 3551

THE BANKRUPTCY ACT
(Cap. 53)

NOTICE OF DIVIDEND
(Under Composition)

Debtor's name.—*Kantilal Gordhandas Panchmatia*.

Address.—P.O. Box 7242, Nairobi.

Description.—Company Director.

Court.—High Court of Kenya at Nairobi.

No. of matter.—B.C. 11 of 1966.

Amount per £.—Cents 60.

First or final or otherwise.—Third and final.

When payable.—2nd December 1970.

Where payable.—At my office, Harambee Avenue, P.O. Box 30031, Nairobi.

Nairobi,
20th November 1970.

M. L. HANDA,
Deputy Official Receiver.

GAZETTE NOTICE No. 3552

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

AND

IN THE MATTER OF CORBETT 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 Pearl Assurance House, Wabera Street, Nairobi, on Tuesday, 29th December 1970, at 11 a.m., in accordance with the provisions of and for the purposes laid down in section 283 (1) of the Companies Act (Cap. 486).

Dated this 18th day of November 1970.

D. A. MAY,
Liquidator,
P.O. Box 1500, Nairobi.

GAZETTE NOTICE No. 3553

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

AND

IN THE MATTER OF SIRON LIMITED

MEMBERS' VOLUNTARY WINDING UP

NOTICE is hereby given that the final meeting of the above-named company will be held at the offices of Messrs. Bell and Company, Inder Singh House, Inder Singh Road, Nakuru, on Wednesday, 23rd December 1970, at 10 a.m., in accordance with the provisions of and for the purposes laid down in section 283 (1) of the Companies Act (Cap. 486).

Dated this 17th day of November 1970.

R. W. FALKNER,
Liquidator,
P.O. Box 21, Nakuru.

GAZETTE NOTICE No. 3554

THE COMPANIES ACT
(Cap. 486)

PURSUANT to section 339, subsection (3) of the above Act, it is hereby notified that at the expiration of three months from the date hereof, the names of the undermentioned companies will, unless cause be shown to the contrary, be struck off the Register of Companies and the companies will be dissolved:—

Reg. No.	Name
2426	Philipsons Limited.
3159	Kisumu Housing Society Limited.
6146	Parmila Plantations Limited.
6478	HaKian's Club Limited.
7319	Songhor Estates Limited.
7654	The Nairobi Studio Limited.
7674	New Karati Farmers Company Limited.
7669	Modern Gowns Limited.
7688	Forget Me Not Limited.
7704	Kyeni Woodworks Limited.
7707	Wanjama Brothers Limited.
7746	African Cycle Mart Limited.
7753	Inho Limited.
7766	Maralallokop Beer Wholesalers Company Limited.

Dated this 20th day of November 1970.

O. M. SAMEJA,
Assistant Registrar of Companies.

GAZETTE NOTICE No. 3555

THE COMPANIES ACT
(Cap. 486)

PURSUANT to section 339, subsection (5) of the above Act, it is hereby notified that the undermentioned companies have this day been struck off the Register of Companies, and the companies are dissolved:—

Reg. No.	Name
7254	Kenya School Supplies Limited.
7270	Emining Soi Trading Company Limited.
7276	Agricultural Produce and Export Company Limited.
7296	Techno-Trade (Africa) Limited.
7313	Haraka Forwarding Limited.
7422	Mainoo Construction (Kenya) Limited.
7575	Elite Construction Limited.
7599	Universal Pharmacy (Kenya) Limited.
7615	Wilson Airport Lightair Sales Limited.
7644	Afropar Commercial Representatives (E.A.) Limited.
7699	Mombasa Juke Box Co. Limited.
7702	Pombe Brewers Limited.
7748	Atlanta Limited.
7833	Ocean General Agency (Kenya) Limited.
7876	Odeon Motors Limited.

Dated this 20th day of November 1970.

O. M. SAMEJA,
Assistant Registrar of Companies.

GAZETTE NOTICE No. 3556

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

IN EXERCISE of the powers conferred by section 6 (1) of the African Christian Marriage and Divorce Act, the Registrar-General hereby cancels the licences to celebrate marriages under the said Act of:—

The Rev. Gordon Hyslop*,
The Rev. Joseph O. Smart†,

both of the Church of the Province of East Africa, Nairobi.

Dated this 20th day of November 1970.

D. J. COWARD,
Registrar-General.

*G.N. 3049/1965. †G.N. 4128/1966.

GAZETTE NOTICE No. 3557

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

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.—Catholic Diocese of Nakuru, P.O. Box 938, Nakuru.

Names of Ministers:—

Rev. Liam Blayney.
Rev. Martin Boyle.
Rev. Bernard Corrigan.
Rev. Peter Coyle.
Rev. John Garry.
Rev. Patrick Hyland.
Rev. Raymond Reidy.

Dated at Nairobi this 20th day of September 1970.

M. L. HANDA,
Assistant Registrar-General.

GAZETTE NOTICE No. 3558

THE SOCIETIES RULES 1968
(L.N. 62 of 1968)

PURSUANT to rule 14 of the Societies Rules, notice is hereby given that—

(a) the societies listed in the First Schedule hereto have been registered; and

(b) the societies listed in the Second Schedule hereto have been refused registration,

under the provisions of the Societies Act 1968.

FIRST SCHEDULE

Name of Society	Date Registration Effectuated
Avakisunda Welfare Society	17-11-70
Kasigau Welfare Society	17-11-70
Eshitoi Union Nairobi	17-11-70
Survey of Kenya Welfare Club	17-11-70
Riuruok Kanyakota (Kenya), Gem Branch	17-11-70
New Country Night Club	17-11-70
Kenya Industrial Estate Manufacturers Association	17-11-70
Seme Kadero Community, Kadero Branch	17-11-70
Nairobi Gun Syndicate	20-11-70

SECOND SCHEDULE

Name of Society	Date of Refusal
Alego Welfare Community, Mombasa	17-11-70
Riruta Muslim Community	20-11-70

Dated this 20th day of November 1970.

J. ALLAN,
Assistant Registrar of Societies.

GAZETTE NOTICE No. 3559

THE SOCIETIES RULES 1968
(L.N. 62 of 1968)

PURSUANT to rule 14 of the Societies Rules, notice is hereby given that the registrations of the societies named in the Schedule hereto have been cancelled under the provisions of the Societies Act 1968.

SCHEDULE

Name of Society	Date of Cancellation
Muslim Parents Association of Education, Central Province	13-11-70
Kabie Union, Nairobi	16-11-70
Banyala Association, Kitale Branch	16-11-70
Mwaboto Bogeka Educational Club	16-11-70
Malindi Traders Association	16-11-70
Duond Malo Society	17-11-70

Dated this 20th day of November 1970.

J. ALLAN,
Assistant Registrar of Societies.

GAZETTE NOTICE No. 3560

THE JUBILEE INSURANCE COMPANY LIMITED
(Incorporated in Kenya)

Head Office: P.O. Box 30376, Nairobi

LOSS OF SHARE CERTIFICATE

Share Certificate No. 1273—Five Shares (Dist. Nos. 36363-36367) in the name of Nizarali Hassanali Ebrahim of Morogoro.

NOTICE is hereby given that evidence of the loss of the above-numbered share certificate has been furnished to the company. Any person in possession of the share certificate or claiming to have any interest therein, should communicate immediately with the company. Failing such communication within 30 days from the date hereof a certified copy of the share certificate will be issued.

Dated at Nairobi this 16th day of November 1970.

M. R. HOSANGADY,
Executive Director.

GAZETTE NOTICE No. 3561

THE JUBILEE INSURANCE COMPANY LIMITED
(Incorporated in Kenya)

Head Office: P.O. Box 30376, Nairobi

LOSS OF SHARE CERTIFICATE

Share Certificate No. 2616—Ten Shares (Dist. Nos. 54786-54795) in the name of Karmali Premji Lalani of Mombasa

NOTICE is hereby given that evidence of the loss of the above-numbered share certificate has been furnished to the company. Any person in possession of the share certificate or claiming to have any interest therein, should communicate immediately with the company. Failing such communication within 30 days from the date hereof a certified copy of the share certificate will be issued.

Dated at Nairobi this 16th day of November 1970.

M. R. HOSANGADY,
Executive Director.

GAZETTE NOTICE No. 3562

THE JUBILEE INSURANCE COMPANY LIMITED
(Incorporated in Kenya)

Head Office: P.O. Box 30376, Nairobi

LOSS OF SHARE CERTIFICATE

Share Certificate No. 2615—Five Shares (Dist. Nos. 54781-54785) in the name of Mrs. Mariambai Karmali of Mombasa

NOTICE is hereby given that evidence of the loss of the above-numbered share certificate has been furnished to the company. Any person in possession of the share certificate or claiming to have any interest therein, should communicate immediately with the company. Failing such communication within 30 days from the date hereof a certified copy of the share certificate will be issued.

Dated at Nairobi this 16th day of November 1970.

M. R. HOSANGADY,
Executive Director.

GAZETTE NOTICE No. 3563

THE JUBILEE INSURANCE COMPANY LIMITED
(Incorporated in Kenya)

Head Office: P.O. Box 30376, Nairobi

LOSS OF POLICY

Life Policy No. 60675 for Sh. 2,900 in the name of James Akhanyinya Mukhobero

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 of this notice, duplicate policy will be issued, which will be the sole evidence of the contract.

Dated this 20th day of November 1970.

M. R. HOSANGADY,
Executive Director.

GAZETTE NOTICE No. 3564

THE JUBILEE INSURANCE COMPANY LIMITED
(Incorporated in Kenya)

Head Office: P.O. Box 30376, Nairobi

LOSS OF POLICY

Life Policy No. 32634 for Sh. 2,300 in the name of William Wanjala Mandila

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 of this notice, duplicate policy will be issued, which will be the sole evidence of the contract.

Dated this 20th day of November 1970.

M. R. HOSANGADY,
Executive Director.

GAZETTE NOTICE No. 3565

LEGAL AND GENERAL ASSURANCE SOCIETY
LIMITED

LOSS OF POLICY

Policy No. EAT.303266 for Sh. 20,000 dated 1st July 1964, on the life of Vinashkumar Jayantilal Badiani and the property of Jayantilal Bhimji Badiani, deceased.

NOTICE is hereby given that evidence of the loss or destruction of the above policy has been submitted to the society and any person in possession of the policy, or claiming to have any interest therein, should communicate immediately by registered post with the insurer. Failing any such communication a certified copy of the policy (which will be the sole evidence of the contract) will be issued to the owner.

Nairobi,
16th November 1970.J. A. LAW,
Manager, East Africa,
P.O. Box 4774, Nairobi.

GAZETTE NOTICE No. 3566

(C/2314)

THE LOCAL GOVERNMENT ELECTIONS RULES 1970

(L.N. 202 of 1970)

APPOINTMENT OF DEPUTY RETURNING OFFICERS

IN EXERCISE of the powers conferred upon the Director of Local Government Elections by rule 8 of the Local Government Elections Rules 1970 the persons named in the third column of the Schedule to this Notice are hereby appointed Deputy Returning Officers for the Electoral Area or Areas comprised within the jurisdiction of the Local Authorities specified in relation thereof in the first column of the said Schedule.

SCHEDULE

Local Authority	Electoral Area	Deputy Returning Officer
Embu County Council	All Electoral Areas	G. M. Gitaua.
Meru County Council	All Electoral Areas	E. C. Ohare.
Kitui County Council	All Electoral Areas	H. J. Kwenda.
Isiolo County Council	All Electoral Areas	G. E. W. Nyongesa.
Machakos County Council	All Electoral Areas	J. M. Tiampati.
Marsabit County Council	All Electoral Areas	E. N. Maina.
Narok County Council	Uasin Gishu	A. J. Otieno.
Central Rift County Council	North Baringo	C. G. Munyeria.
	South Baringo	C. G. Moenga.
	Molo	S. O. Okeyo.
	Olunguruone	J. N. Erasto.
	Naivasha	C. M. Mwaniki.
	Nakuru	B. K. Wanyoike.
	Bomet	J. M. Karinga.
Kipsigis County Council	Kipkelion	F. O. Oyaya.
	Belgut/Buret	C. M. Senga.
Narok County Council	Kilgoris	P. J. Osewe.
Ol Kajuado County Council	Ngong	E. H. Njagi.
	Keekonyoike	A. P. O. Owiti.
Samburu County Council	Wamba	J. G. Okello.
Sirikwa County Council	Tinderet	J. N. Waiganjo.
	Trans Nzoia	D. O. Saisi.
	Chepkorio	E. W. Muli.
West Pokot County Council	All Electoral Areas	D. O. Olocho.
Turkana County Council	All Electoral Areas	A. A. Mogaka.
Laikipia County Council	Mukogodo	K. Kaburu.
Kipsigis County Council	Kericho	S. D. N. Murimi.

Dated this 23rd day of November 1970.

A. J. OMANGA,
Director of Local Government Elections.

GAZETTE NOTICE No. 3567

(C/2314)

THE LOCAL GOVERNMENT ELECTIONS RULES 1970 (L.N. 202 of 1970)

APPOINTMENT OF DEPUTY RETURNING OFFICERS

IN EXERCISE of the powers conferred upon the Director of Local Government Elections by rule 8 of the Local Government Elections Rules 1970, the persons named in the third column of the Schedule to this notice are hereby appointed Deputy Returning Officers for the electoral area or areas comprised within the jurisdiction of the local authorities specified in relation thereof in the first column of the said Schedule.

Local Authority	Electoral Area	Deputy Returning Officer
Kiambu County Council.	Kiganjo.	H. J. Muraya.
	Ruiru.	B. K. Wairiuko.
	Kabete.	P. M. Judah.
	Upper Kiambaa Settled Area.	T. O. Ogechi.
Thika Municipal Council.	Githunguri.	Z. J. Kamethu.
	Thika West.	B. K. Wairiuko.

Dated this 18th day of November 1970.

A. J. OMANGA,
Director of Local Government Elections.

GAZETTE NOTICE No. 3568

(C/1200)

THE LOCAL GOVERNMENT REGULATIONS 1963 (L.N. 256 of 1963)

INQUIRIES INTO EXTENSION OF BOUNDARIES OF KISII COUNTY DIVISION

PURSUANT to regulation 9 of the Local Government Regulations 1963, it is hereby notified that the Minister for Local Government proposes to exercise the powers conferred upon him by regulation 9 (1) of the said Regulations in respect of the County Division of Kisii by amending the boundaries of the said county division.

And accordingly the Minister has appointed Hon. M. J. Ogutu, M.P., Assistant Minister for Local Government, to inquire into and report on the advisability of exercising the said powers.

Dated this 24th day of November 1970.

A. J. OMANGA,
*Permanent Secretary,
Ministry of Local Government.*

GAZETTE NOTICE No. 3569

THE TAITA DISTRICT

TENDERS FOR MEAT, CHARCOAL, BANANA, FIREWOOD, TEA LEAVES, UNIFORMS, PARAFFIN, WHITEWASH, CEMENT, BLAST, PETROL, OIL, DIESEL, LUBRICANTS, TYRES AND TUBES, GAS (OXYGEN AND ACETYLENE), MILK, ETC.

TENDERS are invited for the supply of the above items to Government Departments in Taita District for the period January to December 1971. Milk and Meat items are for Wundanyi and Taveta Divisions.

Tender documents giving full details are obtainable from the District Commissioner's Office, P.O. Wundanyi.

The Tender Board will not be bound to accept the lowest or any tender.

Tenders in plain sealed envelopes clearly marked "Tenders for Foodstuffs and Miscellaneous Items 1971", should be submitted to reach the undersigned not later than 16th December 1970, noon.

A. N. NJUGUNA NDORO,
District Commissioner, Taita.

GAZETTE NOTICE No. 3570

THE TRANSFER OF BUSINESSES ACT (Cap. 500)

NOTICE is hereby given that the business of Dry Cleaners carried on by Madhany Limited at the Plot No. 209/908/918, Gainsborough House, Muindi Mbingu Street, Nairobi, under the firm name of Regent Dry Cleaners, has, with effect from the 1st day of October 1970, been sold and transferred to Lake Dry Cleaners Limited who will carry on the said business under the name and style of Lake Dry Cleaners Limited at the same place.

The address for transferor is P.O. Box 5544, Nairobi.

The address of the transferee is P.O. Box 30124, Nairobi.

The transferee is not assuming nor does it intend to assume any liability incurred by the transferor in the said business up to and including the 30th September 1970, and the same will be paid and discharged by the transferor and likewise all debts due to the transferor up to and including the 30th September 1970, will be received by the transferor and the transferor does not assume nor does it intend to assume any liability incurred in the said business after the 1st day of October 1970.

Dated at Nairobi this 15th day of October 1970.

A. H. MALIK & CO.,
*Advocates for the Transferor
and the Transferee.*

GAZETTE NOTICE No. 3571

DISSOLUTION OF PARTNERSHIP

NOTICE is hereby given that the partnership heretofore subsisting between Njoroge Rugiri, Harakchand Nathoo Shah and Cyrus Gicheru Muchuku under the firm name or style of Baringo Nyeri Bus Service at Nakuru and Eldama Ravine was dissolved by retirement therefrom of Cyrus Gicheru Muchuku with effect from the 15th November 1969.

All debts due to and by the said partnership will be recovered and paid by the two continuing partners who will carry on the said business of passenger transport at the same old places and addresses as before.

Dated at Nakuru this 20th day of November 1969.

SMITH & PATEL,
*Advocates for the Continuing and
the Retiring Partners,
P.O. Box 20, Nakuru.*

GAZETTE NOTICE No. 3572

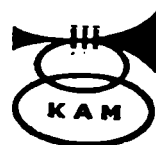
DISSOLUTION OF PARTNERSHIP

NOTICE is hereby given that the partnership heretofore subsisting between Alibhai Essajee, Fazalabbas Mohamedali, Amijee Mohamedali, Adamali Mohamedali, Ebrahim Mohamedali, Tayabali Mohamedali and Fakrudin Mohamedali, carrying on business at Plot No. L.R. 209/564, Government Road, Nairobi, under the name and style of Essajee Amijee & Sons, has been dissolved by the retirement therefrom of the said Alibhai Essajee, as from the 1st day of November 1970.

The continuing partners Fazalabbas Mohamedali, Amijee Mohamedali, Adamali Mohamedali, Ebrahim Mohamedali, Tayabali Mohamedali and Fakrudin Mohamedali will henceforth carry on the said business at the same place and under the said firm name. All assets and liabilities of the said business up to and including the 1st day of November 1970, shall be collected and discharged by the said continuing partners to the exclusion of the retiring partner.

Dated at Nairobi this 1st day of November 1970.

ESSAJEE AMIJEE & SONS.



**KENYA IS MAKING
AND PRODUCING
MOST OF YOUR
DAILY NEEDS**

**SUPPORT LOCAL INDUSTRY
THE KENYA ASSOCIATION OF
MANUFACTURERS**

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