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CORRIGENDUM

IN Gazette Notice No. 3827 dated 5th December, 1975—
Substitute 265/X for 256/X.

GAZETTE NOTICE No. 3167

THE MOTOR VEHICLE COMPONENTS AND ACCESSORIES ACT

(Cap. 520)

EXEMPTION

IN EXERCISE of the powers conferred by section 26 (1) of the Motor Vehicle Components and Accessories Act, the Vice-President and Minister for Home Affairs hereby exempts the following firms from the operation of the Act—

Auto Machinery Company,
Kampala Road,
Industrial Area, Nairobi.
Gethin/Dawson & Co. Ltd.
Karen, Nairobi.
Nyambu's Service Station,
and Garage, P.O. Box 135,
Voi.

Dated this 19th day of October, 1976.

D. T. ARAP MOI,
*Vice-President and Minister for
Home Affairs.*

GAZETTE NOTICE No. 3168

THE MOTOR VEHICLE COMPONENTS AND ACCESSORIES ACT

(Cap. 520)

EXEMPTION

IN EXERCISE of the powers conferred by section 26 (1) of the Motor Vehicle Components and Accessories Act, the Vice-President and Minister for Home Affairs hereby exempts the following from the operation of the Act:—

D. T. Dobie & Company (Kenya) Ltd., Mombasa Branch,
P.O. Mombasa.
Messrs. Sam-Con Limited, P.O. Box 273, Nakuru.

Dated this 25th day of October, 1976.

D. T. ARAP MOI,
*Vice-President and
Minister for Home Affairs.*

GAZETTE NOTICE No. 3169

THE AGRICULTURAL DEVELOPMENT CORPORATION ACT

(Cap. 346)

APPOINTMENT OF MEMBERS

IN EXERCISE of the powers conferred by section 5 of the Agricultural Development Corporation Act, the Minister for Agriculture hereby appoints, with effect from 1st November, 1976:—

- (a) under section 5 (1) (b)—
Robert Wilson,
Robert George Riddle,
Reuben Kiplagat Chesire; and
(b) under section 5 (1) (c)—
Isaiah Mwai Mathenge,

to be members of the Board of the Agricultural Development Corporation.

Dated this 15th day of October, 1976.

J. J. M. NYANGAH,
Minister for Agriculture.

GAZETTE NOTICE No. 3170

JUDICIAL SERVICE COMMISSION
THE MAGISTRATE'S COURTS ACT, 1967

(No. 17 of 1967)

ASSIGNMENT

IN EXERCISE of the powers conferred by section 8 (1) of the Magistrate's Courts Act, 1967, the Chairman* of the Judicial

Service Commission makes the following assignment of a District Magistrate:—

GEORGE STEPHEN NDEGWA, a District Magistrate empowered to hold a Magistrate's Court, of the Third Class, is assigned to the Mombasa, Kilifi, Kwale, Lamu and Tana River Districts, with effect from 11th October, 1976, in addition to the Taita-Taveta District by Gazette Notice No. 3457/1971.

Dated this 14th day of October, 1976.

JAMES WICKS,
*Chairman,
Judicial Service Commission.*

*G.N. 3606/1967.

GAZETTE NOTICE No. 3171

THE NATIONAL ASSEMBLY AND PRESIDENTIAL ELECTIONS ACT

(Cap. 7)

DECLARATION OF VACANCY

PURSUANT to section 18 of the National Assembly and Presidential Elections Act, 1969, I hereby give notice that, consequent upon the death of the—

HON. RAYMOND JOSEPH BABU MUHIA WOOD, M.P.
the seat formerly held by the said Member has become vacant.

Dated this 19th day of October, 1976.

F. M. G. MATI,
*Speaker,
National Assembly.*

GAZETTE NOTICE No. 3172

THE REGISTRATION OF TITLES ACT

(Cap. 281, section 71)

ISSUE OF PROVISIONAL CERTIFICATE

WHEREAS John Joseph Athaide of (P.O. Box 43919), Nairobi, is the registered proprietor as lessee of all that piece of land known as L.R. No. 209/3342 situate in the City of Nairobi in the Nairobi Area by virtue of a Grant registered as I.R. 8239/1, and whereas sufficient evidence has been adduced to show that the said Grant has been lost. Notice is hereby given that after the expiration of ninety (90) days from the date hereof, I shall issue a Provisional Certificate provided that no objection has been received within that period.

Dated at Nairobi this 29th day of October, 1976.

L. PEREIRA,
Registrar of Titles.

GAZETTE NOTICE No. 3173

THE OIL PRODUCTION ACT

(Cap. 308)

THE OIL PRODUCTION REGULATIONS

(Cap. 308, Sub. Leg.)

*Abandonment of Oil Exploration Licence No. 12 to
Texas Pacific Kenya, Inc. and others*

NOTICE is hereby given in accordance with regulation 17 of the Oil Production Regulations that Oil Exploration Licence No. 12 to Texas Pacific Kenya, Inc. and others has been abandoned with effect from 17th September, 1976.

Dated this 18th day of October, 1976.

R. K. KINYUA,
for Commissioner of Mines & Geology.

GAZETTE NOTICE No. 3174

PUBLIC SERVICE COMMISSION OF KENYA

VACANCIES

APPLICATIONS are invited for the posts shown here below. Completed application forms should reach the Secretary, Public Service Commission of Kenya, P.O. Box 30095, Nairobi, on or before 11th November, 1976.

Civil servant applicants should complete Forms PSC. 2A in triplicate (submitting the original through their Heads of Departments) and Cards PSC. 25 and 25A. Other applicants should complete Forms PSC. 2 in triplicate and Cards PSC. 24 and 24A.

VACANCIES—PUBLIC SERVICE COMMISSION—(Contd.)

These documents are obtainable either from the Secretary or from other Government offices.

Originals of certificates and similar documents should not be submitted unless specifically asked for.

NOTE

Incremental credits will be granted to successful candidates who are not civil servants for approved previous experience provided the maximum salary is not exceeded. They will also be eligible for benefits and privileges enjoyed by civil servants in accordance with existing Government Regulations.

*Vacancies in the Ministry of Finance and Planning:**Collection Officer I (One Post) (No. 123/76)*

Salary scale.—£1,350 to £1,794 p.a. PERMANENT or AGREEMENT.

Applicants should have a recognized degree in Commerce or Arts with economics, accountancy or auditing as a major field of study with at least three years' post-qualification experience in Government or in a large Commercial organization. Consideration will also be given to suitable serving officers who have acquired a pass in C.P.A. Part II (Commercial Stream or Central Government Stream) with at least three years' experience in accounting or auditing work at a responsible position.

Duties include assessment of:—

- (i) Accuracy of the sales returns, tax repayments or liability.
- (ii) Credits, refund claims, deduction, etc., from the registered manufacturers.
- (iii) Accuracy of purchases made under tax exempt conditions.

Collection Officer II (One Post) (No. 124/76)

Salary scale.—£1,086 to £1,446 p.a. PERMANENT or AGREEMENT.

Applicants should have a recognized degree in Commerce or in Arts with Economics, Accounting or Auditing as a major field of study. Applications will also be considered from those holding at least School Certificate who have passed the Intermediate Examination of a recognized Professional Accountancy body or have passed Part I of the Certified Public Accountancy (K) Examination preferably with Commercial Stream option and have acquired not less than three years' experience in Accounting or Auditing work at a responsible position.

Duties include assessment of:—

- (i) Accuracy of the sales returns, tax payments or liability.
- (ii) Credits, refund claims, deduction, etc., from registered manufacturers.
- (iii) Accuracy of purchases made under tax exempt conditions.
- (iv) Anything relating to compliance with the provisions of the Sales Tax Act, 1973 and its Regulations.

Inspector Grade II (Three Posts) (No. 125/76)

Salary scale.—£1,086 to £1,446 p.a. PERMANENT or AGREEMENT.

Applicants should have a recognized degree in Commerce or Arts with economics, accounting or auditing as a major field of study. Applications will also be considered from those holding at least School Certificate and have passed the Intermediate Examination of a recognized Professional Accountancy (K) Examination preferably with Commercial Stream option and have acquired not less than three years' experience in accounting or audit work.

Duties include the examination, inspection, auditing of books of accounts and other business records of registered manufacturers as assigned from time to time; the verification of Sales Tax Returns, tax payments and liabilities, credits, refund claim, deduction, etc., and accuracy of purchases made under tax exempt conditions.

*Planning Assistant/Statistical Officer (Ten Posts)**Planning Assistant (Six Posts)**Statistical Officer (Four Posts) (No. 126/76)*

Salary scale.—£1,086 to £1,446 p.a. PERMANENT or AGREEMENT.

Applications are invited from University Graduates with B.A. Economics (Honours) degrees from approved universities for positions of Planning Assistants and Statistical Officers in the Ministry of Finance and Economic Planning. Although preference will be given to graduates whose major subject of study was Economics candidates whose curriculum included Economics, Statistics and Mathematics are eligible to apply. Selected

candidates will fill training posts and will be sponsored by the Government for post graduate training. On successful completion of this training the Officers will be promoted to Planning Officers and Economist/Statisticians. The duties of the officers will include economic analysis and statistical work in the Planning Department, and the Central Bureau of Statistics of the Ministry of Finance and Planning. Candidates who have already applied for these posts need not reapply.

*Vacancies in the Ministry of Co-operative Development:**Co-operative Officer I (Seven Posts) (No. 127/76)*

Salary scale.—£1,350 to £1,794 p.a. PERMANENT or AGREEMENT.

Applicants for direct appointment must either have a professional degree from a recognized University in Agriculture or Economics or be in possession of a degree relevant to Co-operative Management such as Agricultural Economics, Co-operatives, Accountancy, etc.

Serving Officers must have served in the grade of Co-operative Officer II for a minimum period of two years and must have shown outstanding administrative ability and merit reflected in their work results.

Selected candidates will be liable for posting to any District.

*Vacancies in the Ministry of Information and Broadcasting:**Executive Assistant (One Post) (No. 128/76)*

Salary scale.—£804 to £1,086 p.a. PERMANENT or AGREEMENT.

Applicants must be Civil Servants of East African Certificate of Education or its equivalent with a minimum of eight years' satisfactory and appropriate clerical experience within the cadre of which at least two years must be in the grade of Senior Clerical Officer. Applicants must have a thorough knowledge of Government Regulations and Procedures and must be able to control staff and conduct correspondence. Applicants must have passed Proficiency Examination for Clerical Officers (Personnel Circular No. 4 of 1st April, 1973).

Senior Clerical Officer (One Post) (No. 129/76)

Salary scale.—£594 to £834. PERMANENT or AGREEMENT.

Applicants must be Civil Servants of East African Certificate of Education or its equivalent with a minimum of five years' satisfactory and appropriate clerical experience within the grade of which at least two years must be in the grade of higher clerical officer. Applicants must have passed the Proficiency Examination for clerical officers. A knowledge of Government Regulations and ability to control staff and conduct correspondence is essential.

VACANCIES FOR TRAINEES

Applications are invited for the following trainee posts and must be submitted to the Secretary, Public Service Commission of Kenya, P.O. Box 30095, Nairobi to reach him by 4th November, 1976.

Applications must be submitted in duplicate (two copies) on Form PSC. 2. These forms are obtainable either from the Secretary or from other Government Offices. Applicants must quote the number shown against the post applied for. Those already employed by the Government should apply on forms PSC. 2a through their Branch Heads.

NOTE

Candidates must give precise details of their qualifications including the index number, year of passing the examination with details of distinctions, credits and passes.

*Trainee Vacancies in the Vice-President's Office and Ministry of Home Affairs:**Probation Officer (Trainee) (Twenty Posts) (No. 130/76)*

Applicants should be of East African Advanced Certificate of Education with at least one Principal and two subsidiary passes. Evidence showing any involvement or related experience will be an advantage. On appointment, the trainees will undergo a two year Course at Kenya Institute of Administration. While residing at K.I.A. they will receive a fixed allowance of Sh. 665 per month and when posted out for field work and living in privately rented accommodation, they will receive Sh. 965 per month.

On successful completion of the training, trainees will be appointed as Probation Officer III in Job Group "G" (£804 to £1,086) per annum.

GAZETTE NOTICE No. 3175

THE REGISTERED LAND ACT

(Cap. 300, section 35)

ISSUE OF A NEW CERTIFICATE

WHEREAS Joseph Nagede Eyassod of Kiirua Location in the Republic of Kenya, is registered as proprietor in absolute ownership interest of that piece of land containing 0.60 hectares or thereabouts situated in the District of Meru registered under Title No. Kiirua/Ruiri/944, and whereas sufficient evidence has been adduced to show that the Land Certificate issued thereof has been lost. Notice is hereby given that after expiration of sixty (60) days from the date hereof I shall issue a new Land Certificate provided that no objection has been received within that period.

Dated this 14th day of October, 1976.

P. S. N. HEME,
Land Registrar,
Meru District.

GAZETTE NOTICE No. 3176

THE REGISTERED LAND ACT

(Cap. 300, section 35)

ISSUE OF A NEW CERTIFICATE

WHEREAS Festus Kirim Abel of Nyaki Location, in the Republic of Kenya, is registered as proprietor in absolute ownership interest of that piece of land containing 23 hectares or thereabouts situated in the District of Meru registered under Title No. Nyaki/Thuura/1309, and whereas sufficient evidence has been adduced to show that the Land Certificate issued thereof has been lost. Notice is hereby given that after expiration of sixty (60) days from the date hereof I shall issue a new Land Certificate provided that no objection has been received within that period.

Dated this 14th day of October, 1976.

P. S. N. HEME,
Land Registrar,
Meru District.

GAZETTE NOTICE No. 3177

THE REGISTERED LAND ACT

(Cap. 300, section 35)

ISSUE OF A NEW CERTIFICATE

WHEREAS Silas Kiungo of Ntima Location in the Republic of Kenya, is registered as proprietor in absolute ownership interest of that piece of land containing 0.188 hectares or thereabouts situated in the District of Meru registered under Title No. Ntima/Ntakira/71, and whereas sufficient evidence has been adduced to show that the Land Certificate issued thereof has been lost. Notice is hereby given that after expiration of sixty (60) days from the date hereof I shall issue a new Land Certificate provided that no objection has been received within that period.

Dated this 14th day of October, 1976.

P. S. N. HEME,
Land Registrar,
Meru District.

GAZETTE NOTICE No. 3178

THE REGISTERED LAND ACT

(Cap. 300, section 35)

ISSUE OF A NEW CERTIFICATE

WHEREAS M'Ituruchiu M'hingera of Kibirichia Location in the Republic of Kenya, is registered as proprietor in absolute ownership interest of that piece of land containing 3.44 hectares or thereabouts situated in the District of Meru registered under Title No. Kibirichia/176, and whereas sufficient evidence has been adduced to show that the Land Certificate issued thereof has been lost. Notice is hereby given that after expiration of sixty (60) days from the date hereof I shall issue a new Land Certificate provided that no objection has been received within that period.

Dated this 14th day of October, 1976.

P. S. N. HEME,
Land Registrar,
Meru District.

GAZETTE NOTICE No. 3179

THE REGISTERED LAND ACT

(Cap. 300, section 35)

ISSUE OF A NEW CERTIFICATE

WHEREAS Itonga Nchau of Ntima Location in the Republic of Kenya, is registered as proprietor in absolute ownership interest of that piece of land containing 0.08 hectares or thereabouts situated in the District of Meru registered under Title No. Ntima/Igoki/2133, and whereas sufficient evidence has been adduced to show that the Land Certificate issued thereof has been lost. Notice is hereby given that after expiration of sixty (60) days from the date hereof I shall issue a new Land Certificate provided that no objection has been received within that period.

Dated this 14th day of October, 1976.

P. S. N. HEME,
Land Registrar,
Meru District.

GAZETTE NOTICE No. 3180

THE REGISTERED LAND ACT

(Cap. 300 section 35)

ISSUE OF A NEW LAND CERTIFICATE

WHEREAS Mwangi Isaac Gatemo of P.O. Box 22269, Nairobi in the Republic of Kenya is the registered proprietor in absolute ownership of all that piece of land containing 2.95 hectares or thereabouts registered under Title No. Loc. 10/Gatheru/340 in Murang'a District and whereas sufficient evidence has been adduced to show that the Land Certificate issued thereof has been lost. I hereby give notice that after expiration of sixty (60) days from the date hereof I shall issue a new Land Certificate provided that no objection has been received within that period.

Dated this 11th day of October, 1976.

R. M. KIMANI,
District Land Registrar,
Murang'a

GAZETTE NOTICE No. 3181

THE REGISTERED LAND ACT

(Cap. 300, section 35)

ISSUE OF A NEW LAND CERTIFICATE

WHEREAS Turu Kirundi of P.O. Box 1, Murang'a in the Republic of Kenya is the registered proprietor in absolute ownership of all that piece of land containing 7.29 hectares or thereabouts, registered under Title No. Loc. 19/Gacharageini/395 in Murang'a District and whereas sufficient evidence has been adduced to show that the Land Certificate issued thereof has been lost. I hereby give notice that after expiration of sixty (60) days from the date hereof I shall issue a new Land Certificate provided that no objection has been received within that period.

Dated this 11th day of October, 1976.

R. K. KIMANI,
District Land Registrar,
Murang'a.

GAZETTE NOTICE No. 3182

THE REGISTERED LAND ACT

(Cap. 300, section 35)

ISSUE OF A NEW CERTIFICATE

WHEREAS Many Webere of S. Wanga in the Republic of Kenya, is registered as proprietor in absolute ownership/leasehold interest of all that piece of land containing 11.0 acres/hectares or thereabouts situated in the District of Kakamega known as Parcel No. Lureko/791 registered under Title No. S. Wanga/Lureko/791, and whereas sufficient evidence has been adduced to show that the Land Certificate issued thereof has been lost. Notice is hereby given that after the expiration of sixty (60) days from the date hereof I shall issue a new Land Certificate provided that no objection has been received within that period.

Dated this 8th day of October, 1976.

E. E. NGOYA,
Land Registrar,
Kakamega District.

GAZETTE NOTICE NO. 3183

THE REGISTERED LAND ACT

(Cap. 300, section 35)

ISSUE OF A NEW CERTIFICATE

WHEREAS Wanjohi Kariuki (ID/NYI. 438751) of Githi Location, Muthambi Sub-location in the Republic of Kenya, is registered as proprietor in absolute ownership interest of all that piece of land containing 3.48 hectares or thereabouts situated in the District of Nyeri known as Parcel No. 390, registered under Title No. Githi/Muthambi/390, and whereas sufficient evidence has been adduced to show that the Land Certificate issued thereof has been lost. Notice is hereby given that after the expiration of sixty (60) days from the date hereof, I shall issue a new Land Certificate provided that no objection has been received within that period.

Dated this 18th day of October, 1976.

R. J. MWAI,
District Land Registrar,
Nyeri District.

GAZETTE NOTICE NO. 3184

THE REGISTERED LAND ACT

(Cap. 300, section 35)

ISSUE OF A NEW CERTIFICATE

WHEREAS Kiragu Rimunya of Ngovio, P.O. Box 32, Embu in the Republic of Kenya, is registered as proprietor in absolute ownership of all that piece of land containing 1.62 hectares or thereabouts situated in the District of Embu, known as Parcel No. Ngandori/Ngovio/645, registered under Title No. Ngandori/Ngovio/645, and whereas sufficient evidence has been adduced to show that the Land Certificate issued thereof has been lost.

Notice is hereby given that after the expiration of sixty (60) days from the date hereof, I shall issue a new Land Certificate provided that no objection has been received within that period.

Dated this 13th day of October, 1976.

KIBUGI KATHIGI,
Land Registrar, Embu.

GAZETTE NOTICE NO. 3185

THE REGISTERED LAND ACT

(Cap. 300, section 35)

ISSUE OF A NEW CERTIFICATE

WHEREAS Ndukanio Muriria of P.O. Box 297, Embu in the Republic of Kenya, is registered as proprietor in absolute ownership of all that piece of land containing 5.612 hectares or thereabouts situated in the District of Embu, known as Parcel No. Gaturi/Nembure/983, registered under Title No. Gaturi/Nembure/983, and whereas sufficient evidence has been adduced to show that the Land Certificate issued thereof has been lost.

Notice is hereby given that after the expiration of sixty (60) days from the date hereof, I shall issue a new Land Certificate provided that no objection has been received within that period.

Dated this 13th day of October, 1976.

KIBUGI KATHIGI,
Land Registrar, Embu.

GAZETTE NOTICE NO. 3186

THE WEIGHTS AND MEASURES ACT

(Cap. 513)

NOTICE TO TRADERS

AN Inspector of Weights and Measures will open a Stamping Station at the places mentioned hereunder for the purpose of assizing and stamping traders' weighing and measuring apparatus on the dates stated.

2. All traders within a radius of twenty (20) kilometres of the places mentioned are required, under the provisions of the Weights and Measures Act (Cap. 513), to produce to the Inspector of Weights and Measures all weights, measures of length and capacity, and weighing instruments which they have in use for trade, for verification and stamping.

3. Only weighing instruments the weighing capacity of which exceeds 500 kg. or which are of permanently fixed nature or delicate construction will be assized in "situ". Traders in posses-

sion of such instruments may comply with this notice by notifying the Inspector of Weights and Measures in writing as to type, maximum weighing capacity and location of the said instruments not later than one week preceding the date notified in the column hereunder:—

COLUMN 1	COLUMN 2	COLUMN 3
Address of Inspector to which notification under paragraph 3 should be sent	Place	Date on which apparatus is to be produced
Provincial Inspector, Weights and Measures, P.O. Box 269, Nakuru.	<i>Elgeyo Marakwet District</i>	
	Chebororwa, Kapcherop.	25th October, 1976.
	Chebiemit, Kap-sowar.	26th October, 1976.
	Tot and others en route.	27th October, 1976.
	Tambach.	28th October, 1976.
	Iten.	29th October, 1976.
	Eldoret Municipality.	8th-13th November, 1976.
	<i>Trans Nzoia District</i>	
	Matunda.	22nd November, 1976
	Moi's Bridge.	23rd November, 1976.
Provincial Inspector, Weights and Measures, P.O. Box 41071, Nairobi.	Cherangani and Kwanza.	24th November, 1976.
	Endebes, Sabot, Kiminini.	25th November, 1976.
	Kitale Municipality.	6th-10th December, 1976.
	Dagoretti.	25th October, 1976.
	Kikuyu.	26th and 27th Oct., 1976.
	Wangige.	28th October, 1976.
	Ngecha.	29th October, 1976.
	Kimende.	1st and 2nd Nov., 1976.
	Limuru.	3rd and 4th Nov., 1976.
	Karuri.	5th November, 1976.
The Provincial Inspector, Weights and Measures, P.O. Box 81833, Mombasa.	Githunguri.	15th and 16th Nov., 1976.
	Kiambu.	17th 18th and 19th November, 1976.
	Marige.	22nd November, 1976
	Gathage.	23rd November, 1976.
	Kiganjo.	24th November, 1976.
	Gatundu.	25th and 26th Nov., 1976.
	Kairi.	29th and 30th Nov., 1976.
	Ruiru.	1st and 2nd Dec., 1976.
	Thika.	6th to 10th Dec. 1976.
	<i>Kilifi District</i>	
	Bamba.	1st November, 1976.
	Mariakani.	2nd November, 1976.
	Rabai.	3rd November, 1976.
	Ruruma.	4th November, 1976.
	Mwembe, Kati (Chonyi).	5th November, 1976.
	Kaloleni.	8th November, 1976.
	Mtwapa.	9th November, 1976.
	Vipingo.	10th November, 1976.
	Takaungu.	11th November, 1976 (Morning).
	Kurwitu.	11th November, 1976 (Afternoon).
	Ganze.	12th November, 1976 (Morning).
	Sokoce.	12th November, 1976 (Afternoon).
	Vitengeni.	15th November, 1976.
	Kilifi.	16th and 17th Nov., 1976.
	<i>Malindi Sub-District</i>	
	Gongoni.	18th November, 1976.
	Mambrui.	19th November, 1976 (Morning).
	Gede.	19th November, 1976 (Afternoon).
	Kakoneni.	22nd November, 1976 (Morning).
	Kakuyuni.	22nd November, 1976 (Afternoon).
	Malindi.	23rd, 24th, 25th and 26th Nov., 1976.

P. A. AYATA,
Superintendent of Weights and Measures.

CENTRAL BANK OF KENYA
BANKI KUU YA KENYA
BALANCE SHEET AS AT 30TH JUNE, 1976

	1975				1975		
	K.Sh.	K.Sh.	K.Sh.		K.Sh.	K.Sh.	K.Sh.
CURRENCY IN CIRCULATION—				FOREIGN EXCHANGE—			
Notes		1,324,995,190	1,128,539,780	Balances with Banks and Cash	1,012,538,771		764,838,845
Coin		57,821,128	54,269,182	Treasury Bills	279,078,765		110,082,538
		1,382,816,318	1,182,808,962	Other Investments	557,069,917		450,023,426
DEPOSITS:—				Holdings of special Drawing Rights	4,667,702		39,396,807
Government of Kenya	707,352,507		—	Total Foreign Exchange	1,853,355,155	1,364,341,616	
Banks—Kenya	310,552,257		313,469,944				
—External	16,389,300		11,628,777	SECURITIES ISSUED OR GUARANTEED BY KENYA GOVERNMENT	709,251,299		149,369,259
I.M.F.	591,779,397		424,956,288	DIRECT ADVANCES TO KENYA GOVERNMENT	288,000,000		338,522,580
Others	40,138,899		37,024,450	KENYA TREASURY BILLS	163,590,998		86,683,520
	1,666,212,360		787,079,459	ADVANCES AND DISCOUNTS	41,950,000		286,463,795
GOVERNMENT OF KENYA SHARE OF PROFITS		93,451,357	122,229,630	UNCLEARED EFFECTS	166,234,996		69,974,639
ALLOCATION OF S.D.Rs.		—	134,421,342	OTHER ASSETS	38,809,402		28,529,311
OTHER LIABILITIES AND PROVISIONS		24,950,176	46,118,699			3,261,191,850	2,323,884,720
TOTAL LIABILITIES AND PROVISIONS		3,167,430,211	2,272,658,092	REVALUATION ACCOUNT		—	773,372
CAPITAL		26,000,000	26,000,000			3,261,191,850	2,324,658,092
GENERAL RESERVE FUND		26,000,000	26,000,000				
REVALUATION ACCOUNT		41,761,639	—				
	K.Sh.	3,261,191,850	2,324,658,092				

NOTES.— 1. EXCHANGE RATES.—Foreign exchange balances have been converted at the rates ruling at 30th June, 1976.

2. FOREIGN ASSETS AND LIABILITIES.—Differences in exchange have been dealt with as follows:—

(a) REVALUATION ACCOUNT.—The following items have been transferred to the Revaluation Account set up under section 51 of the Act.

(i) The net differences in exchange resulting from the change in the par value of the Kenya Shilling adopted on 27th October, 1975.

(ii) All other differences arising from changes in exchange rates during the year, with the exception of those differences referred to under Note 2 (b) below.

(iii) The amount which at 30th June, 1976, was required to maintain the value of local currency held by the International Monetary Fund in the terms of Special Drawing rights.

(b) PROFIT AND LOSS ACCOUNT.—Differences arising from dealings in foreign exchange have been transferred to Profit and Loss Account with effect from 1st July, 1975. In the year to 30th June, 1975, such differences were transferred to Revaluation Account and had this policy been continued the profit for the year ended 30th June, 1976 would have been reduced by Sh.7,883,095.

3. INVESTMENTS.—Investments have been written down where necessary and in no case is the valuation in excess of Market Value.

4. FORWARD EXCHANGE.—Commitments for forward exchange operations at 30th June, 1976, totalled Sh. 848,071,734 of which Sh. 411,255,522 reflects net forward sales of foreign currency by the Bank to the banking sector.

D. N. NDEGWA,
Governor.

PROFIT AND LOSS ACCOUNT FOR THE YEAR ENDED JUNE, 1976

PAYABLE TO THE GOVERNMENT OF KENYA	93,451,357	122,229,630	NET PROFIT	93,451,357	122,229,630
			(After charging Current Expenditure, Writing down		
			Fixed Assets and providing for contingencies and		
			movements in Reserves.)		
	K.Sh. 93,451,357	122,229,630		K.Sh. 93,451,357	122,229,630

REPORT OF THE AUDITORS PURSUANT TO SECTION 54 OF THE CENTRAL BANK OF KENYA ACT, 1966

We have audited the above Balance Sheet and Profit and Loss Account and have obtained all the information and explanations which we considered necessary. Proper books have been kept and the Accounts, which are in agreement therewith, comply with the requirements of the Central Bank of Kenya Act, 1966.

The profit for the year ended on 30th June, 1976 has been ascertained in accordance with section 9 of the Central Bank of Kenya Act, 1966, and on this basis the Accounts together with the annexed notes give, in our opinion, a true and fair view of the state of affairs of the Bank at 30th June, 1976 and of the its operations for the year to that date.

Nairobi,
23rd September, 1976.

PEAT, MARWICK, MITCHELL & CO. PANNELL BELLHOUSE MWANGI & CO.
Joint Auditors.

GAZETTE NOTICE No. 3188

CENTRAL BANK OF KENYA

BANKI KUU YA KENYA

STATEMENT AS AT 31ST AUGUST 1976

CURRENCY IN CIRCULATION:—		K.Sh.	FOREIGN EXCHANGE:—		K.Sh.
Notes		1,427,133,815	Balances with Banks and Cash ..		1,413,431,608
Coin		58,526,165	Treasury Bills		307,040,835
		1,485,659,980	Other Investments		558,988,724
			Special Drawing Rights		51,808,502
					2,331,269,669
DEPOSITS:—		K.Sh.	SECURITIES ISSUED OR GUARANTEED BY THE KENYA GOVERNMENT		640,372,128
Government of Kenya		269,838,415			
Banks—Kenya		377,661,862			
—External		10,946,743			
I.M.F.		823,479,709			
Others		34,282,107			
		1,516,208,836			
			DIRECT ADVANCES TO KENYA GOVERNMENT ..		200,000,000
OTHER LIABILITIES AND PROVISIONS		147,895,159			
Total Liabilities and Provisions		3,149,763,975			
CAPITAL		26,000,000	KENYA TREASURY BILLS		—
GENERAL RESERVE FUND		26,000,000	ADVANCES AND DISCOUNTS		5,000,000
REVALUATION ACCOUNT		41,761,639	UNCLEARED EFFECTS		30,592,968
(Set up under section 51 of the Act)			OTHER ASSETS		36,290,849
		K.Sh. 3,243,525,614			K.Sh. 3,243,525,614

airobi.
14th October, 1976.

D. N. NDEGWA,
Governor.

GAZETTE NOTICE No. 3189

THE GENERAL LOCAL LOANS ACT

(Cap. 420)

LOSS OF STOCK CERTIFICATE

IN PURSUANCE of the provision of regulation 15 (2) of the Local Loan Regulation 1945, The Chief Banking Manager Central Bank of Kenya on behalf of the Permanent Secretary to the Treasury hereby gives notice that the undermentioned Stock Certificate has been lost and that it is proposed that after the expiration of 30 days from the date of this notice to issue a duplicate of such certificate.

3 per cent Kenya Stock 1970/75; Stock Certificate No. 323 for £50 in the name of Mrs. Rose Hodson.

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

GAZETTE NOTICE No. 3190

MINISTRY OF AGRICULTURE

LOSS OF L.P.O. D 693947 AND 693950

IT is notified for general information that the above quoted partly used L.P.O. Book issued to the Officer-in-Charge, Embu Agriculture Research Station has been reported lost.

Members of the public are warned that the Government will not accept any liability for goods supplied against this L.P.O. Book since it has been cancelled.

G. M. KARANJA,
Acting Officer-in-Charge.

GAZETTE NOTICE No. 3191

MINISTRY OF AGRICULTURE

RESEARCH DIVISION

TEBERE COTTON RESEARCH STATION

LOSS OF ROAD TRANSPORT REQUISITIONS

IT IS hereby notified for the general information of the public that the Requisitions for Road Transport Serial Nos. 352777, 352778 and 352779 issued to Mrs. J. P. A. Nyakondo,

have been reported lost. The requisitions in question have now ceased to be valid and the Government shall not accept any liability whatsoever for services rendered against the lost requisitions.

F. O. MAKOGERE,
Officer-in-Charge,
Tebera Cotton Research Station.

GAZETTE NOTICE No. 3192

MINISTRY OF LANDS AND SETTLEMENT

LOSS OF LOCAL PURCHASE ORDER NO. D347355

THE Director of Land Adjudication gives notice that Local Purchase Order No. D347355 which was being kept by the Land Adjudication Officer, Kajiado, is lost. The L.P.O. was addressed to Amboseli Game Reserve, P.O. Namanga for supply of three hundred litres of regular petrol.

Nobody should supply goods or render any service as a result of Local Purchase Order No. D347355. The Government shall not accept any responsibility for goods or services supplied as a result of the said L.P.O.

S. K. RITHO,
for Director of Land Adjudication.

GAZETTE NOTICE No. 3193

MINISTRY OF HEALTH

LOSS OF OFFICIAL RECEIPTS

IT IS notified for general information of the public that Official Receipt Book No. 942051-942100 issued to the Public Health Technician for meat inspection fees at Ahero has been reported lost.

The said Official Receipt Book has now been cancelled and the Government shall not accept any liability arising from the use of the receipts therein. Any person who may find the Receipt Book should report to the nearest Police Station or to the undersigned.

G. A. OYOMBA,
for Medical Officer of Health,
Kisumu District.

GAZETTE NOTICE No. 3194

THE INDUSTRIAL COURT

CAUSE No. 51 OF 1976

Parties:—

Kenya Union of Commercial Food and Allied Workers
and
Maize and Produce Board

Issue in dispute.—Termination of services of Gordon Nyamori.

1. The Kenya Union of Commercial Food and Allied Workers shall hereinafter be referred to as the Claimants and Maize and Produce Board shall hereinafter be referred to as the Respondents.

2. The parties were heard in Nairobi on the 25th day of August, 1976, and relied on their written and verbal submissions.

AWARD

3. The Notification of Dispute Form "A" dated 13th February, 1976, duly signed by the parties was received by the Court on 7th July along with the statutory certificates signed by the Minister for Labour and the Labour Commissioner.

Gordon Nyamori started working for the Respondents in 1945 as a clerk and at the time of the termination of his services, had been promoted to the grade of depot cashier and was posted at Kipkarren. His salary was Sh. 725 p.m.

On 8th March, 1975, he was interdicted as it was alleged that he had fought and injured the Depot Manager at Kipkarren on 6th March, as the Depot Manager had reduced the number of overtime hours which Mr. Nyamori had claimed for himself and the staff at Kipkarren including the Depot Manager.

Further investigations were carried out by the Respondents into the allegations against Mr. Nyamori by D. M. Mosera, the Field Officer based at Turbo.

On 10th April, 1975, he was served with the following letter of termination of employment.

"Further to my letter of 8th March, 1975, I wish to inform you that we have now completed our investigations into the incident which happened at Kipkarren on 6th March, 1975, involving you and the Depot Manager.

1. You quite deliberately tried to claim overtime falsely by showing that staff had worked 99 hours overtime each instead of only 28½ hours during the month of February, 1975.

2. Instead of discussing the matter privately with the Depot Manager you decided to call a meeting of all staff and when the Depot Manager came to find out what was happening, is when you challenged him and eventually used violence against him.

Your conduct in this affair was most deplorable and the Board is not prepared to continue with your service.

Consequently your employment is hereby terminated with effect from 10th April, 1975.

Because of your long service with the Board, you will receive all benefits as per the attached statement and cheque."

He was told that his total benefits amounted to Sh. 8,278/55 which would be paid to him.

The background to the dispute is that the Depot Manager, Kipkarren, Mr. Opondo, suspected that Mr. Nyamori violated the established procedure of recording overtime on the prescribed form. Accordingly for the period between 8th February and 2nd March, 1975, the Depot Manager maintained a private record of all overtime worked for cross-checking against that maintained by Mr. Nyamori in order to ascertain the accuracy of Mr. Nyamori's records. At the end of this period Mr. Nyamori submitted an overtime claim claiming 99 hours' pay for each staff at the depot other than watchmen whilst the Depot Manager's record showed only 28½ hours per person for the same period.

Mr. Opondo being satisfied that Mr. Nyamori had wrongly recorded the overtime claims, disallowed them and submitted only the correct claim of 28½ hours per person for the period in question.

On 6th March, 1975, Mr. Nyamori summoned all the employees concerned to his office between 11 a.m. and 12 noon. Mr. Opondo on seeing this also went to Mr. Nyamori's office to find out what was happening.

It was during this meeting that an argument developed between the Depot Manager and Mr. Nyamori as a result of which an incident took place which resulted in the Depot Manager receiving injuries which necessitated medical attention.

The Claimants maintained that Mr. Nyamori had correctly recorded the overtime worked by the employees amounting to 99 hours for each of them and that the Depot Manager had deliberately reduced it to 28½ hours. At the above meeting on 6th March, Mr. Opondo started abusing Mr. Nyamori by telling him that he was behaving like a child of sub-standard and that he was stupid whereupon Mr. Nyamori told the Manager to stop the abuse. The Depot Manager then started to hit Mr. Nyamori but before he could do that he pushed the chair on which he had been sitting and fell down and sustained injuries to his jaw.

They maintained that Mr. Nyamori's services had been terminated wrongfully.

The Respondents submitted that Mr. Nyamori had committed a gross misconduct involving—

- (a) a deliberate failure to follow established procedure in the recording of overtime worked by staff;
- (b) making false and improper overtime claims for depot staff including himself which he knew to be false covering the period 28th February, 1975 to 2nd March, 1975;
- (c) for beating up the Depot Manager in the course of his duty and in the presence of staff contrary to the laws of the land.

The Court notes that Mr. Nyamori had served the Respondents for 30 years and that the Respondents, instead of summarily dismissing him, have terminated his services normally and have offered him all benefits due to him which includes salary for the days worked in April, 1975, one month's salary in lieu of notice, balance of salary for March, 1975, plus Mr. Nyamori's and the Respondents' contributions to the provident fund and interest thereon, the gross total being Sh. 8,332/20 less deductions of Sh. 53/65 leaving balance of Sh. 8,278/55.

The Claimants did not call any witness and Mr. Nyamori was not even present in the Court during the hearing. The Respondents did not call any witnesses either. Under the circumstances the Court has to rely on the documentary evidence produced by the parties.

In a signed statement by Mr. Nyamori he says as follows:—

"On 6th March, I, Gordon Nyamori, and other workers were discussing our overtime with the D/Manager. We had worked 99 hours while the D/Manager recorded only 28½ hours. When we asked the D/Manager why he recorded 28½ hours instead of 99 hours, he told me personally to stop being childish before the staff. I asked my colleague—why is this man calling me a child.

The Devil tempted me and I pushed the D/Manager until he fell on the chair, we were parted by those at the meeting.

That is how it happened. A misunderstanding over the word childish."

The Court had also carefully examined the statements which were taken by D. M. Mosera, the Field Officer, Turbo, and the Court is satisfied that Mr. Nyamori did assault Mr. Opondo after an exchange of words between them when it is quite possible that Mr. Opondo told him that he was behaving like a child.

The Court is satisfied on the evidence that Mr. Nyamori had wrongly calculated and recorded the overtime worked during the period in question.

After careful consideration of all the submissions the Court finds that Mr. Nyamori deserved a termination of his services as it cannot be tolerated that employees should assault their superiors.

The Court appreciates the action taken by the Respondents in paying Mr. Nyamori all his terminal benefits as provided for in the collective agreement and in the circumstances the Court cannot help Mr. Nyamori any more and the Claimants demand is accordingly rejected.

Given in Nairobi this 16th day of October, 1976.

SAEED R. COCKAR,
Judge.

T. OKELO ODONGO,
Deputy to the Judge.

Z. M. ANYIENI,
Member.

GAZETTE NOTICE NO. 3195

THE INDUSTRIAL COURT

CAUSE NO. 55 OF 1976

Parties:—

Kenya Union of Commercial Food and Allied Workers
and
Pan Africa Insurance Co. Ltd.

Issue in dispute.—Acting allowance to Mrs. Pattence Kombe and Mrs. Baya.

1. The Kenya Union of Commercial Food and Allied Workers shall hereinafter be referred to as the Claimants and Pan Africa Insurance Co. Ltd. shall hereinafter be referred to as the Respondents.

2. The parties were heard in Nairobi on the 7th day of September, 1976, and relied on their written and verbal submissions.

AWARD

3. The Notification of Dispute Form "A" dated 13th May, 1976, duly signed by the parties was received by the Court on 15th July along with the statutory certificate signed by the Labour Commissioner.

The Claimants have raised this dispute against the Respondents on behalf of two of their employees, Mrs. P. Kombe and Mrs. S. Baya, on whose behalf they are claiming payment of acting allowance in accordance with the terms of the collective agreement. They allege that Mrs. Baya worked in an acting capacity in the post of Personal Secretary to the Chief Accountant, one Mrs. Thakker, for the period from 1st March to 8th August, 1975, making a total of five months and eight days. They further claim that Mrs. Baya worked in an acting capacity in place of one Mrs. Amin, the Chief Accountant's Secretary, for the period 19th January, 1976 to 2nd April, 1976, making a total of two months and fifteen days.

The Claimants stated that Mrs. Thakker's monthly salary was Sh. 1,500 p.m. and Mrs. Amin's salary was Sh. 2,500 p.m. As against this, Mrs. Baya who was employed as a copy typist grade II earned a salary of Sh. 730 p.m. from 1st March, 1975 to May, 1975, which was increased to Sh. 790 in June of the same year.

They state that when Mrs. Baya acted for Mrs. Amin, Mrs. Baya's salary was Sh. 870 p.m.

Regarding the claim of Mrs. P. Kombe, the Claimants submitted that she was used by the Respondents to act intermittently in a position of higher category than her own in that she was called upon to act as Secretary to both Managing Director and Executive Director. They stated that she performed these acting duties for a total of 157 hours or 19½ working days.

The Claimants referred to the provision of acting allowance in the collective agreement which reads as follows:—

"The acting allowance shall be paid to the employees called upon to perform duties in other grades and after having worked satisfactorily over and above the leave period of the person for whom he is acting."

The Claimants stressed that at no stage the performance of the acting duties by their two members was alleged to have been unsatisfactory otherwise they could never have been asked to act for such long periods.

They asked the Court to award that the two ladies should get an acting allowance for the aforesaid period which should be calculated on the difference between their grade salaries and those earned by the persons for whom they acted.

The Respondents gave the employment background to these two ladies along with their salary progression in order to support their contention that Mrs. Kombe has no secretarial qualifications other than typing and filing skills which could have enabled her to act as a secretary to both the Managing Director and the Executive Director and the fact that she at one stage sat in the same office as the Managing Director's Secretary cannot be viewed as having changed the status of her job.

Regarding Mrs. Baya they stated that she had not produced any typing certificates at any time since her engagement and although she was employed as a copy typist grade E she worked as a general clerk in the Respondents' reference section mainly on filing duties. In 1973 she was transferred to the typing pool as copy typist grade II and on 3rd April, 1975, she was transferred from the typing pool to the accounts section where she was assigned to copy typing of salary schedules and the other general typing work for the accounts department.

With effect from 1st August, 1975, Mrs. Baya was promoted to the position of typist/clerk grade I at the salary of Sh. 750 p.m. plus Sh. 150 house allowance and on 20th February, 1976, she was transferred back to the typing pool.

The Respondents submitted that they had never at any stage called upon Mrs. Baya to act in a higher capacity to that of a copy typist and stated that the Claimants' demand was totally unfounded. They argued that for a person to act in a higher graded job that person must be qualified sufficiently to perform the higher graded job and must at the same time be required to so act in a higher graded job by the employer.

The Court was informed that as a result of discussions between the Claimants and the Federation of Kenya Employers an independent investigation was carried out by J. H. Denar, a Labour Officer at the Coast. Mr. Denar's investigation revealed that Mrs. Baya did perform the work as alleged by the Claimants without being compensated for and he felt that she should have been compensated for what she did and what she was still doing up to the time of his writing the report which was on 15th March, 1976.

Regarding Mrs. Kombe he had this to say:—

"Taking all that into consideration including the evidence as submitted to me, particularly when considering the services rendered as from March, 1975, when transferred from the Company's Secretary's office to the Life Manager's office where I consider to have much more responsible and as well as being more than that part of grade II typist, I feel she should have been compensated in the manner fair to her and to the company."

The Court called for the personal files of the four ladies mentioned in this dispute, Mrs. Kombe, Mrs. Baya, Mrs. Thakker and Mrs. Amin. This was with the consent of the parties.

Whereas the Court finds that Mrs. Baya and Mrs. Kombe did not work in an acting capacity for Mrs. Thakker and Mrs. Amin and in place of the personal secretary to the Managing and Executive Directors the fact remains that Mrs. Baya did perform additional duties to those specified for her grade at the time.

The Court would like to state that for a person to act in a higher graded job that person must be qualified sufficiently to perform the higher graded job and must at the same time be required to so act in the higher graded job by the employer. In this case both Mrs. Baya and Mrs. Kombe were certainly not qualified sufficiently to perform the duties of the personal secretaries of the senior executives.

The Court, however, attaches great importance to the independent investigation carried out by Mr. Denar, the Labour Officer, Coast, and finds that Mrs. Baya is entitled to some extra remuneration for the additional duties that she was required to carry out.

The Court accordingly awards that Mrs. Baya should be paid a sum of Sh. 375 for every completed month and pro-rata for less than a complete month by way of additional remuneration for the extra duties performed by her as stated above for a period of five months and eight days.

As far as the claim by Mrs. Kombe is concerned the Court has come to the conclusion that she is not entitled to any extra remuneration. Her claim is therefore rejected.

Given in Nairobi this 14th day of October, 1976.

SAEED R. COCKAR,
Judge.

T. OKELO ODONGO,
Deputy to the Judge.

J. CARROLL,
Member.

GAZETTE NOTICE NO. 3196

THE INDUSTRIAL COURT

CAUSE NO. 56 OF 1976

Parties:—

Amalgamated Union of Kenya Metal Workers
and
Cooper Motor Corporation (Kenya) Ltd.

Issue in dispute.—Termination of services of P. M. Muindi.

1. The Amalgamated Union of Kenya Metal Workers shall hereinafter be referred to as the Claimants and Cooper Motor Corporation (K) Limited shall hereinafter be referred to as the Respondents.

2. The parties were heard in Nairobi on 8th, 9th and 14th September, 1976, and in addition to relying on their written and verbal submissions called the following witnesses to give evidence on oath:—

Claimants.—P. M. Muindi.

Respondents.—Ronald William Thompson, V. H. Harding and C. J. Kirubi.

AWARD

3. The Notification of Dispute Form "A" dated 28th June, 1976, duly signed by the parties was received by the Court on 19th July, along with the statutory certificates signed by the Minister for Labour and the Labour Commissioner.

P. M. Muindi started working for the Respondents as a trainee salesman on 1st January, 1969, at a monthly salary of Sh. 600 plus a sales commission of $\frac{1}{4}$ per cent on each vehicle sold by him. On 12th February, 1971, his monthly salary was increased to Sh. 900 and his sales commission was increased to 1 per cent. On 3rd May, 1973, he was given a car allowance of Sh. 375 p.m. with effect from 1st March, 1973, which was added on to his monthly remuneration.

On 15th October, 1975, he was served with the following letter of termination:—

"We write to inform you that with effect from today your services are no longer required and we are therefore terminating your employment.

All monies lawfully due will be paid to you upon application to the Payroll Section and after signing the normal Staff Clearance Certificate."

The Respondents accepted during the hearing that this was not a summary dismissal but was a normal termination.

It is also not in dispute that during his years of service with the Respondents Mr. Muindi was not served with any warning letters in accordance with the warning procedure as laid down in the collective agreement between the parties.

The Claimants having taken up the matter on his behalf it was discussed first at the parties' Joint Industrial Council (J.I.C.) meeting and was then referred to the Minister for Labour as a dispute whereupon an Investigator was appointed.

At the J.I.C. meeting when the matter was discussed it was felt that there was a possibility of it being settled at that level. Accordingly the Chairman of the J.I.C., V. H. Harding, was appointed to arbitrate in this dispute. Mr. Harding gave evidence during the hearing and confirmed that the relevant minute of the J.I.C. was Minute No. 21 of 1976 of J.I.C. meeting held on 10th February, 1976, and that it had been correctly recorded. He further stated that after the J.I.C. meeting he went overseas and returned on 31st March, 1976, when he met Mr. Muindi and after discussing the matter with him was informed that he would settle his claim provided his name was cleared and he was reinstated. Mr. Harding denied that he had formed an opinion that the Respondents were in the wrong and that he had told Mr. Muindi that although they were wrong they were adamant. On the following day he had seen the Respondents' representatives after which he formed the opinion that there was no hope of a settlement and he accordingly reported that to the J.I.C.

The Ministry of Labour Investigator completed his investigation and on 25th June, 1976, the Chief Industrial Relations Officer forwarded his findings and recommendation to the parties. It was recommended as follows:—

"From the evidence that has been adduced it is clear that Mr. Muindi's dismissal was unjustified. In view of the strained relations between Mr. Muindi and the management it is considered that reinstatement would not be in the interest of both parties.

It is therefore recommended that the dismissal of Mr. Muindi be reduced to normal termination of services with full terminal benefits including notice pay. In addition to his normal terminal benefits he be paid six months' salary for loss of employment. On the "Sudan Embassy Deal" he be paid 1 per cent commission on the sales proceeds arising out of the transaction in question."

The Claimants have vigorously submitted that the Respondents had deliberately violated the provisions of the collective agreement between them as no warnings whatsoever had been issued to Mr. Muindi prior to his services being terminated in respect of the allegations which the Respondents had made against him both before the Investigator and during the hearing. The real reason why Mr. Muindi's services were terminated according to the Claimants was that Mr. Muindi had negotiated and concluded a deal with the Sudan Embassy for the supply of 50

Land-Rovers and one Station Wagon as a result of which he would have earned a commission well in excess of Sh. 55,000.

The Claimants asserted that Mr. Muindi's superiors became jealous and instead of giving him his legitimate dues by way of commission in accordance with his terms and conditions of employment they offered to pay him Sh. 100 per vehicle by way of a special commission for the 18 Land-Rovers which had been paid for by the Sudan Embassy. Mr. Muindi had naturally very strongly objected to this and had persisted in making his claims for commission on the basis of 1 per cent of the price of each vehicle. The Respondents had therefore not only denied him his just due but also got rid of him.

The Claimants asked the Court to make an award as follows:—

- "(a) That Mr. Muindi be unconditionally reinstated to his original post of salesman without any loss of any privilege (service years, salary, etc.).
- (b) That he be paid for all the period he had been out—from 18th October up to today.
- (c) That he be entitled to full commission for all the 51 Land-Rovers involved in the Sudan Embassy Order—whether delivered or not, at the usual rate of 1 per cent commission per vehicle.
- (d) Average commission for the days out of employment."

The Respondents while admitting that Mr. Muindi had not been served with any warning letters stated that they had decided to terminate his services for the following reasons:—

- 1. His sales performance was very poor.
- 2. His performance as a salesman had deteriorated badly and he was no longer interested in his work.
- 3. He issued cheques to the company on two occasions which the bank returned with the comments of refer to drawer. The privilege of cashing cheques with the company cashier had to be withdrawn. Muindi has had his salary attached by Court order for failing to pay outstanding bills he owed to outsiders.
- 4. He delivered a VW Microbus to one of his clients without having all the normal formalities for payment finalized and up to date the company has been unable to recover this money from this customer.
- 5. He defied company's instructions by trading-in a customer's second-hand car.

The Respondents submitted that it was an employer's right to terminate the services of an unsatisfactory worker and since Mr. Muindi was a salesman any misconduct on his part could totally destroy the reputation and hence the business of the Respondents. They asked the Court to uphold the termination.

The Respondents further argued and maintained that the "Sudanese deal" was negotiated by the top management and that after it had been concluded Mr. Muindi was asked, as was the practice, to finalize the paper work, etc., and delivery of these vehicles to the Embassy. Since it was an office deal, Mr. Muindi was not entitled to 1 per cent commission and they had accordingly, as they had done on several previous occasions, approved a special commission of Sh. 100 per vehicle to be paid to Mr. Muindi in respect of the 18 Land-Rovers which had so far been delivered and paid for. They denied that the claim of nearly Sh. 55,000 commission on the "Sudanese deal" was the reason why they terminated Mr. Muindi's service.

This hearing in which the issue in dispute is the termination of service of P. M. Muindi only, developed into a hearing for a claim of over Sh. 55,000 by the Claimants on behalf of Mr. Muindi being the alleged commission earned by him over the "Sudanese deal".

The Court would, however, like to point out to the parties that it is not the primary function of the Industrial Court to look into civil claims of damages which the parties may have against each other. The proper forum for such claims is the civil side of the High Court. The Court is aware that once the disputing parties to an Industrial Court dispute set out the issues in dispute on the Notification of Dispute Form "A" then the Court has little choice in the matter but in the present case Mr. Muindi's claim of Sh. 55,000 by way of commission earned by him is not an issue in dispute and the Court would accordingly be exceeding its jurisdiction were it to entertain and make an award on it in favour of either party.

The Court is merely concerned with carrying out its functions in accordance with the provisions of the Trade Disputes Act specifically with regard to the present dispute section 9A (1) which reads as follows:—

"9A. (1) In any case where the Industrial Court determines that an employee has been wrongly dismissed by his employer,

the Court may order that employer to reinstate that employee in his former employment, and the Court may, in addition to or instead of making an order for reinstatement, award compensation to the employee:

Provided that such compensation shall not exceed—

(a) in a case where reinstatement is ordered, the actual pecuniary loss suffered by the employee as the result of the wrongful dismissal;

(b) in any other case, 12 months' monetary wages.

(2) Without prejudice to any other remedy, any compensation awarded under this section may be recovered summarily as a civil debt."

In view of the aforesaid very clear legal provisions regarding the Industrial Court jurisdiction on matters of wrongful dismissals the Court has decided not to make any finding on Mr. Muindi's claim for Sh. 55,000 and the Court leaves it to him, if he feels so inclined, to pursue his legal remedy for this claim in the High Court.

The Court is merely concerned with the question whether or not Mr. Muindi's services were terminated wrongfully and the Court has taken into account certain aspect of the "Sudanese deal" only to the extent to determine this question.

The Court is quite satisfied that the five major allegations which the Respondents have levelled against Mr. Muindi have not been proved by them which would convince the Court that Mr. Muindi was such a bad and unsatisfactory employee that he deserved a termination.

The Court has repeatedly in the past pointed out to the parties that the warning procedure as specified in the collective agreements between the parties has got to be strictly adhered to. In this particular case Mr. Muindi was a salesman and if, as the Respondents claim, his sales performance had steadily deteriorated then, since sales performance can easily be measured, Mr. Muindi should have been strictly warned about his poor performance; yet there is no warning at all to Mr. Muindi in this regard.

Regarding the other allegations the Court accepts the explanation given by Mr. Muindi in respect of those incidents which in any case were of minor nature and certainly did not constitute any gross misconduct.

The Court has absolutely no doubt that it was Mr. Muindi's repeated insistence regarding his claim for commission on the basis of 1 per cent of the sale value of the 18 Land-Rovers already delivered to the Sudan Embassy that caused the Respondents to terminate his services. There was no other reason for terminating Mr. Muindi's services.

During the hearing a lot of time was utilized by the parties in examining the commission return forms dated June/July 1975 which had been prepared by Mr. Muindi amounting to Sh. 10,592/85 and on which the signatures of Mr. Kirubi and Mr. A. Lord appear.

A handwriting expert was called by the Respondents to prove that that particular signature of Mr. Lord on that commission return form was a forgery. Mr. Lord, however, did not give evidence on oath and deny that that was his signature. The Court has made this comment in passing on this particular aspect as it is also not the Industrial Court's function to determine whether a person has committed a criminal offence or not. It is up to the Respondents if they so feel to draw the attention of the relevant authorities to this alleged offence on the part of Mr. Muindi. In any case it was never claimed that falsification of documents was a cause of his termination.

After careful consideration of all the submissions the Court finds that Mr. Muindi was wrongfully dismissed by the Respondents in that he had not been served with any letters of warning for the alleged offences for which his services were terminated.

The Court would like to state that the manner in which the Respondents terminated the services of Mr. Muindi was most inhuman in that Mr. Muindi had successfully concluded a sale of a Land-Rover to a client in Machakos and after he had concluded the deal and delivered the vehicle, when he came back he found the letter of termination on his table. Prior to this no indication had been given to him that such a measure was even contemplated. The Court quite believes Mr. Muindi when he said that he received a terrible shock when he read this letter of termination.

The Court awards that Mr. Muindi should be paid five months' salary by way of compensation for the wrongful dismissal that he has suffered. This compensation would be in addition to his benefits to which he is entitled on a normal

termination of his services which the Respondents stated they were prepared to pay.

The Court has seriously considered the question of Mr. Muindi's reinstatement but taking into consideration the surrounding circumstances of this dispute the Court has decided not to award his reinstatement.

Given in Nairobi this 19th day of October, 1976.

SAEED R. COCKAR,
Judge.

T. OKELO ODONGO,
Deputy to the Judge.

J. CARROLL,
Member.

GAZETTE NOTICE No. 3197

THE INDUSTRIAL COURT

CAUSE No. 59 OF 1976

Parties:—

Kenya Management Staff Association
and
Total Oil Products (E.A.) Ltd.

Issue in dispute.—Wrongful termination of Richard Otieno.

1. The Kenya Management Staff Association shall hereinafter be referred to as the Claimants and Total Oil Products (E.A.) Ltd. shall hereinafter be referred to as the Respondents.

2. The parties were heard in Nairobi on 28th and 29th September, 1976, and relied on their written and verbal submissions. The Claimants also called R. Otieno to give evidence on oath.

AWARD

3. The Notification of Dispute Form "A" dated 20th November, 1975, duly signed by the parties was received by the Court on 29th July, 1976, along with the statutory certificates signed by the Minister for Labour and the Labour Commissioner.

R. Otieno started working for the Respondents on 17th April, 1969, as an accounts clerk at a salary of Sh. 615 p.m. plus house allowance of Sh. 65 p.m. In July, 1970, he was promoted to the post of junior accounts clerk category 2 at a salary of Sh. 735 p.m. He was again promoted in January, 1971, to senior accounts clerk category 4 at a salary of Sh. 1,075 p.m. In 1972 his salary went up to Sh. 1,335 p.m. inclusive of house allowance and in June, 1973, he was appointed head of Competitors Loan/Borrow Section at a salary of Sh. 1,500 p.m. and in 1974 his salary was increased to Sh. 1,653.

On 27th February, 1974, Mr. Otieno received a letter headed "First Warning Letter" in which it was alleged that he had completely ignored the laid down procedure of the costing rates and not advising anybody that he had not followed the procedure. He was told that the repetition of such conduct would lead to immediate termination of his services.

On 30th April, 1974, he was served with the following letter of termination:—

"We refer to our letter dated 27th February, 1974, in which you were warned about ignoring laid down product costing procedures. You were told then that any further occurrence of a similar offence would result in your immediate dismissal.

You realize that we had to write off Sh. 465,000 being expenses you should have charged out but were not charged. Owing to yet another failure from you, we are forced to write off another Sh. 350,000 on the same mistake.

We have, therefore, no alternative but to terminate your services with immediate effect and you are hereby requested to see Mr. Shah who will pay you one month's pay in lieu of notice."

Mr. Otieno was paid the following:—

	Sh.	cts.
One month's pay in lieu of notice	1,653	00
41 days leave pay	2,250	75
Provident fund including Company's contributions	4,630	65
Ex-gratia payment	1,000	00
	9,534	40
Less PAYE 700/- NSSF 40/- NHIF 20/-	760	
Less Respondents' loan	6,000	
	6,760	00
TOTAL	2,774	40

The Claimants took up the matter on his behalf and the matter was the subject matter of investigation by an official of the Ministry of Labour. This resulted in the following findings and recommendation to the parties by the Permanent Secretary, Ministry of Labour:—

"Findings:

Journal Vouchers had to have three signatures that is: (1) For the person preparing it; (2) The person who checked it; and (3) The final initial of the Accountant sanctioning the whole process.

The Association contended that there was a loop-hole and the large loss of money attributed to Mr. Otieno would have been checked and averted if the other two signatories were properly doing their duties as required of them.

The mistake incurring losses to the company was shared by many and, therefore, Mr. Otieno should not be singled out. Indeed, this line of argument is cogent because the Accountant should have been held to shoulder the ultimate responsibility in this regard.

It has been established that the Chairman, by his letter dated 4th April, 1974, withdrew the warning letter dated 27th February, 1974, and implicitly exonerated Mr. Otieno from any blame in connexion with the errors. The errors were inherited from 1968 when Mr. Otieno had not joined the company. It would appear that he was towing the old line. It was very necessary for the company to give a detailed break-down of the period of errors and loss incurred by the company attributed to Mr. Otieno. There is no doubt that the company incurred heavy financial losses as a result of the errors but it would have been fair to point out specific period relating to Mr. Otieno's errors and also the blame had to be apportioned among the three signatories to the vouchers.

Mr. Otieno had clean record all along, earning him promotion and salary increments. On promotion, if a shortcoming was discovered in training from the evidence available, he appears to have been left to 'fend' for himself.

In this instance, Mr. Otieno should have been warned since the first one had been rescinded. Furthermore, the Management should have afforded him an opportunity for training if they discovered that he had not grasped the costing procedure adequately.

Recommendations:

Notwithstanding the unfortunate large financial loss to the company in this regard, I find that Mr. Otieno should have been treated as outlined above and not otherwise. In the circumstances the termination of his services was unjustified and wrongful. I recommend that Mr. Otieno be paid six months' salary as compensation for loss of career if reinstatement is not possible."

The Respondents rejected these recommendations.

During the hearing the Claimants based their demand on the findings and recommendation of the Ministry of Labour Investigator and maintained that Mr. Otieno could not be held responsible for such a big loss amounting to over Sh. 800,000 as this loss did not occur during the time he was promoted to be the head of Competitors Loan/Borrow Section. They stated that this was an accumulated loss which had accrued since 1968.

In any case the Claimants submitted whatever journal vouchers were prepared by Mr. Otieno they had to be checked and approved by two other officials namely his immediate supervisor and the accountant.

The Respondents maintained that because Mr. Otieno had neglected in following the laid down procedures regarding cost charging it resulted in their having to write off large amounts of money. They maintained that even prior to becoming the head of Competitors Loan/Borrow Section, it was Mr. Otieno's prime responsibility to prepare the costings for products transferred from Kisumu to Bukoba from 1971 onwards.

The Respondents stated that the Investigator had misled herself in finding that there was a loop-hole in the procedures. They maintained that if a loop-hole existed it must have been within the workings of Mr. Otieno who cooked costing rates.

The Respondents did not accept that because two other officials had to check and approve his work it meant that every bit of work done by Mr. Otieno had to be checked. They maintained that Mr. Otieno was responsible to carry out the work, for which he was employed, properly and accurately otherwise there was no need of employing him or any junior member of staff for that matter.

The Court notes that the Respondents did not call any witness to explain in detail the shortcomings on the part of Mr. Otieno in the alleged neglect in following the laid down procedures for costing products when transferred from Kisumu to Bukoba.

Admittedly the senior officials who are supposed to append their signatures to a document signifying their approval that it had been checked does not mean that every little piece of work done by the junior staff has to be checked and approved by them. They are certainly entitled to rely to a certain extent on work done by their juniors but surely the whole purpose of two senior officials initialling the work of a junior is to prevent enormous mistakes being made by the junior staff in any enterprise. In the present dispute the two senior officials to Mr. Otieno should have spotted the serious mistake if he was under-costing products on transfer from Kisumu to Bukoba to an extent involving over Sh. 800,000. This would not have involved their checking every piece and bit of work done by Mr. Otieno. After all, the Respondents had devised this procedure in order to prevent errors of such magnitude resulting in big losses to them being prevented or being spotted in time.

There is no doubt that it was partly this reason that prompted the Respondents' Eastern African Co-ordination Area Controller to issue the following memo:—

"Charges for Kisumu-Bukoba Loans

We enclose herewith a copy of our memo dated 3rd April, 1974, ref. AIM/fm/F/249 which is self explanatory.

Whilst Kenya Division is investigating the difference between their claim (Sh. 485,327/85) and the charges accepted by you (Sh. 237,491/64), we confirm that no debit will be passed to Total Tanzania irrespective of the outcome of this investigation.

It is appreciated that the raising of a debit note for any such backdated charges will be a futile exercise as it would be virtually impossible to obtain Exchange Control approval for the remittance.

Therefore, by copy of this memo, Kenya Division is asked to cancel their debit note No. 5743 of 23rd February, 1974, and to issue any other debit notes in respect of these backdated charges."

The Court notes that it is stated in the above memo that investigations in Kenya Division were continuing regarding the big difference.

The Court has thoroughly examined the various documents presented by the Respondents and has come to the conclusion that whereas Mr. Otieno may not have been a very satisfactory employee he certainly was not dishonest. Further he has not committed any gross misconduct because if, and this is very doubtful, it was accepted that it was Mr. Otieno's responsibility to work out the costings as alleged, then his immediate supervisor and the accountant, if they were doing their jobs diligently and properly would have spotted these mistakes and prevented the Respondents incurring such big losses.

In the absence of any evidence on oath and proper explanation from any witness from the Respondents' side on the documentary evidence on which they had relied the Court cannot with certainty find that Mr. Otieno was the main culprit in the Respondents suffering such a big loss amounting to over Sh. 800,000.

Mr. Otieno received very rapid promotions although the Respondents tried to make out during the hearing that there were some adverse reports against him during probation period but these were never conveyed to him and he continued to receive rapid promotions.

One other very significant point in favour of Mr. Otieno is if the Respondents genuinely believe that he had caused them a loss of nearly one million shillings then why did they pay him an ex gratia payment of Sh. 1,000 when they terminated his services?

It is accepted by everyone that the Respondents have suffered the big loss as stated above and that is very unfortunate and regrettable but after a careful consideration of all the submissions the Court cannot find that this loss was caused by Mr. Otieno alone.

The Court expects employers to point out the shortcomings of the employees in their performance through warning letters and the industrial relations practice in the country demands that they do so. Further when employees are entrusted into positions of responsibility it is only but fair that they should be properly groomed for their new responsibilities. There is no evidence that the Respondents gave any such training to Mr. Otieno although they gave him loans to pursue relevant studies privately at his own initiative.

The Court finds that the Respondents have wrongfully terminated Mr. Otieno's services as there was no justification for them to do so.

The Court, while accepting to a large extent the findings of the Ministry of Labour Investigator, feels that six months' compensation is not justified in this case. Accordingly the Court awards that Mr. Otieno should be paid salary for three months by way of compensation for the wrongful dismissal that he has suffered and that Sh. 1,000 already paid to him as *ex gratia* payment should be deducted from his compensation.

Given in Nairobi this 26th day of October, 1976.

SAEED R. COCKAR,
Judge.

Z. M. ANYIENI,
F. E. CHOGO,
Members.

GAZETTE NOTICE No. 3198

THE INDUSTRIAL COURT

CAUSE No. 63 OF 1976

Parties:—

Amalgamated Union of Kenya Metal Workers
and

E.A. Power & Lighting Co. Ltd.

Issue in dispute:—

Union's version.—Termination of services of Jamin V. Siriti.

Company's version.—Dismissal of Jamin V. Siriti.

1. The Amalgamated Union of Kenya Metal Workers shall hereinafter be referred to as the Claimants and E.A. Power & Lighting Co. Ltd. shall hereinafter be referred to as the Respondents.

2. The parties were heard in Nairobi on 22nd and 23rd September, 1976, and in addition to relying on their written and verbal submissions, called the following witnesses to give evidence on oath:—

Claimants.—J. V. Siriti.

Respondents.—W. Ouma and G. M. Muindi.

AWARD

3. The Notification of Dispute Form "A" dated 12th April, 1976, duly signed by the parties was received by the Court on 11th August along with the statutory certificates signed by the Minister for Labour and the Labour Commissioner.

J. V. Siriti was employed by the Respondents on 1st December, 1956, as a transport driver. His services were terminated on 6th October, 1975, on the ground of gross misconduct.

The reasons given by the Respondents' Transport Superintendent for Mr. Siriti's summary dismissal in the said letter of 6th October, 1975, were that he had failed to immediately report an accident to the Police or to the Respondents as required which took place on 30th July, 1975, while he was driving vehicle No. KPL 747. It is also alleged that in the written report of the accident made by him he had stated that nobody was hurt in the accident whereas one Mulu Nani who was travelling in the vehicle at the time of the accident sustained head injuries requiring five stitches. Further it was alleged that the tachograph charts had been removed from the tachograph fitted in the vehicle as a result of which the speed of the vehicle at the material time of the accident could not be determined.

The Claimants contested the dismissal of their member and the dispute was investigated by an official of the Ministry of Labour as a result of which the Permanent Secretary, Ministry of Labour, forwarded the following findings and recommendations to the parties:—

"After careful consideration of the submission by both parties, I am satisfied that the company had sufficient reason to dispense with the services of Mr. Siriti. He should have known better than to distort the circumstances in which the accident had occurred. He was duly bound to report the accident which he failed. The removal of the vehicle tachograph was a serious offence which was calculated to sabotage investigation.

In the circumstances I can only recommend that the complainant accepts the company's offer to pay him his terminal benefits including provident fund contributions, three months' pay in lieu of notice and his earned leave."

It is not disputed that the Respondents in an attempt to settle the dispute outside the Court had a meeting with the Claimants at which they indicated that they would be prepared to reduce Mr. Siriti's summary dismissal to a normal termination and he would be entitled to the following benefits:—

"(a) Company's contribution to provident fund: Sh. 4,702.75

(b) Employee's refund of own contribution: 897.30

(c) Three months' salary in lieu of notice.

(d) 36½ days' terminal leave."

The Claimants, however, rejected the offer and stated that they would not accept anything less than a reinstatement.

The fact that there was an accident on 30th July, 1975, of the vehicle KPL 747 which was being driven at the time by Mr. Siriti is not disputed. It is also proved that Mr. Siriti made a report to the Police about this accident on 31st July, 1975, at 5.30 p.m. and the relevant Police entry reads as follows:—

"This was a self involved accident in which nobody was injured according to the reportee. He lost control of the car he was driving KPL 747 Toyota Land Cruiser. The car hit an electric post and overturned causing some slight damage according to him."

The Court, however, accepts the explanation given by Mr. Siriti that after the accident he inquired from his passengers if anybody was hurt and he was told by Mulu Nani that he had received a small scratch on the head but it was not serious and that he was alright and because of this he had told the Police that no one was hurt in the accident. It was some days after he had made the report to the Police that he came to know that Mr. Nani had gone to the hospital and had received five stitches for the injury received in the accident.

The Claimants submitted that when Mr. Siriti was coming back from an assignment at Machakos/Athi River during the night of 30th July, 1975, one of the tyres got punctured and Mr. Siriti lost control and hit a street lighting post. The damage was slight and he was able to, after changing the tyre, drive the vehicle to the Parklands depot where he arrived at about 10.30 p.m. The next day he reported the matter to the head driver, G. M. Muindi, who instructed another driver to tow it to the transport depot at Ruara.

The Claimants submitted that Mr. Siriti had not deliberately or through negligence caused the accident and his termination was therefore unjustified.

In addition to the reasons as stated above in Mr. Siriti's letter of dismissal the Respondents relied on the following points in justifying their action:—

Driving the vehicle from the depot after the accident without due regard to the fact that the vehicle had already sustained damages and thereby causing further damages to the engine and gear box.

Even if his claim that he did not know anything about the tachograph charts was to be accepted, he was still negligent in that it was his responsibility to have checked that the tachograph charts had been fitted.

Running away from the accident investigator who was lawfully placed in authority by the company to conduct investigations on this accident and thus hindering proper investigations being carried out and interfering with witnesses.

Making false statements to the accident investigator that the accident was as a result of a burst tube when in fact he knew this to be untrue. Removing the tube from the tyre and making a cut on the tube with an instrument in order to confuse investigations.

The Court accepts the evidence that a sum of Sh. 10,836/80 was charged by the Westlands Motors Ltd. for repairing KPL 747 after the said accident. Out of this amount a considerable sum was recovered from the insurance company although the Respondents had to pay in accordance with the "excess" clause. Further the Respondents lost their no claim bonus.

Mr. Siriti gave evidence on oath as did two witnesses, a Securicor employee, Mr. Ouma and G. M. Muindi, the head driver, for the Respondents.

The Court must say that it was impressed by the manner in which Mr. Siriti gave his evidence and by his demeanour which showed that he was a person speaking the truth. As against that the Respondents' witness, Mr. Ouma told the Court that Mr. Siriti came to the Parklands depot at 1.30 a.m. and told him that the car was bad and he left the keys with him and went away and that he gave him the keys the following morning at 7.25 a.m. Mr. Muindi the head driver, did not impress the Court as a good witness and he gave a very confused account

of the part he played in the incident. The Court is not prepared to attach much importance to his evidence.

The Court is satisfied that in the morning of 31st July, Mr. Siriti told the head driver that he would be able to drive the vehicle to the Ruaraka depot and that he had tried to drive it for a distance of between 200 yards or so when the vehicle stopped after which it was towed by another vehicle to the Ruaraka depot.

The Court cannot find on the evidence produced during the hearing that Mr. Siriti had deliberately cut the tube in question in order to prove that he had a burst tyre.

The most serious allegation against Mr. Siriti is removal of the chart from the tachograph in order to hide the vital information from the investigator. On this point Mr. Siriti explained to the Court that his normal vehicle is not KPL 747 and therefore he had assumed that the tachograph was in proper order when he went on an emergency assignment on 30th July and that this car had been driven by someone else before he drove it on that day. He admitted that the tachograph chart is usually changed every Monday and he used to do the same in the vehicle which he normally drove.

The Court finds this to be a reasonable explanation. Regarding the little notice on which a driver's responsibilities are stated in English and which is pasted in every vehicle, Mr. Siriti stated that he could not read English. In any case he said that his actions on that day were consistent with what was expected of drivers by the Respondents. He categorically denied that he had removed the chart from the tachograph.

The Court finds that the Respondents have failed to prove that the accident was due to the gross negligence of Mr. Siriti and that he had failed to report the accident to them as the Court believes that Mr. Siriti had first indicated to the Securicor employee on duty at night at the Parklands depot that the vehicle was bad and the next morning at 7.25 a.m. he had told the head driver that he had met with an accident during the night. Later in the evening that day he reported the accident to the Police admittedly after having been told to do so by the Respondents.

The Court finds it rather odd that the Respondents summarily dismissed Mr. Siriti two months and six days after the date of the accident during which time he was going about his normal duties.

Another unusual feature of this dispute is that the Transport Superintendent issued the letter of summary dismissal to Mr. Siriti. The Court is rather surprised at this because it feels that when the services of such a long service employee who had served them for nearly 19 years were to be terminated, the senior management should have actively involved itself in the whole affair. There is no evidence before the Court, other than to show that copies of the dismissal letter were sent to the Personnel Manager, that the senior management was involved as it should have been.

After careful consideration of all the submissions the Court finds that the Respondents have not proved any of the allegations against Mr. Siriti and that they acted merely on guess work. The Court is satisfied that Mr. Siriti has suffered a wrongful dismissal.

During the hearing the Court was informed that during all his years of service with the Respondents Mr. Siriti was involved in ten accidents, including the one on 30th July and that out of these he was blamed for four which took place in 1968, 1971 and June and July, 1975.

Mr. Siriti is now working with another firm since April, 1976, at a monthly salary of Sh. 650 as a driver. He is employed as a permanent employee. In view of the aforesaid reasons the Court does not award his reinstatement to his job with the Respondents. The Court is of the view that an award for reasonable compensation would be fair and just in these circumstances. The Respondents have offered to pay him in addition to other benefits three months' salary in lieu of notice and the Court awards that Mr. Siriti should be paid another three months' salary by way of compensation for the wrongful dismissal that he has suffered. This compensation is to be in addition to the offer which the Respondents had made to the Claimants on 1st December, 1975.

Given in Nairobi this 21st day of October, 1976.

SAEED R. COCKAR,

Judge.

J. CARROLL,

F. E. CHOGO,

Members.

GAZETTE NOTICE No. 3199

AGRICULTURAL FINANCE CORPORATION THE AGRICULTURAL FINANCE CORPORATION ACT (Cap. 323)

IN PURSUANCE of the powers conferred upon the Board of the Corporation by section 33 (1) of the Agricultural Finance Corporation Act (Cap. 323 of the Laws of Kenya) notice is hereby given that the undermentioned properties will be offered for sale by public auction on the dates and at the time and places indicated herebelow:—

1. All that piece of land situate in Kambaa Sub-location Lari Location in Kiambu District containing by measurement three (3) acres or thereabouts that is to say Land Reference No. Lari/Kambaa/221 being the piece of land comprised in the Certificate of Freehold Title registered in the Kiambu District Land Registry and is held by Njoroge Mage as absolute proprietor.

2. All that piece of land situate in Muguga Sub-location Muguga Location in Kiambu District containing by measurement one decimal nought eight (1.08) hectares or thereabouts that is to say Land Reference No. Muguga/Muguga/475 being the piece of land comprised in the Certificate of Freehold Title registered in the Kiambu District Land Registry and is held by Kiambuthi Kimachia as absolute proprietor.

3. All that piece of land situate in Bibirioni Sub-location Limuru Location in Kiambu District containing by measurement four (4) acres or thereabouts that is to say Land Reference No. Limuru/Bibirioni/1024 being the piece of land comprised in the Certificate of Freehold Title registered in the Kiambu District Land Registry and is held by Mburu Karara as absolute proprietor.

4. All that piece of land situate in Kirenga Sub-location Lari Location in Kiambu District containing by measurement one (1) hectare or thereabouts that is to say Land Reference No. Lari/Kirenga/516 being the piece of land comprised in the Certificate of Freehold Title registered in the Kiambu District Land Registry and is held by Kariuki Njoroge as absolute proprietor.

5. All that piece of land situate in Kirenga Sub-location Lari Location in Kiambu District containing by measurement one (1) hectare or thereabouts that is to say Land Reference No. Lari/Kirenga/902 being the piece of land comprised in the Certificate of Freehold Title registered in the Kiambu District Land Registry and is held by Kariuki Njoroge as absolute proprietor.

6. All that piece of land situate in Bathi Sub-location Lari Location in Kiambu District containing by measurement three decimal nought eight (3.08) hectares or thereabouts that is to say Land Reference No. Lari/Bathi/260 being the piece of land comprised in the Certificate of Freehold Title registered in the Kiambu District Land Registry and is held by Kamau Gitura as absolute proprietor.

7. All that piece of land situate in Lower Kabete Sub-location Kabete Location in Kiambu District containing by measurement nought decimal eight four (0.84) hectares or thereabouts that is to say Land Reference No. Kabete/Lower Kabete/444 being the piece of land comprised in the Certificate of Freehold Title registered in the Kiambu District Land Registry and is held by Gitatui Hinga as absolute proprietor.

8. All that piece of land situate in Lower Kabete Sub-location Kabete Location in Kiambu District containing by measurement one decimal five six (1.56) hectares or thereabouts that is to say Land Reference No. Kabete/Lower Kabete/445 being the piece of land comprised in the Certificate of Freehold Title registered in the Kiambu District Land Registry and is held by Gitatui Hinga as absolute proprietor.

9. All that piece of land situate in Githunguri Location in Kiambu District containing by measurement one decimal eight four (1.84) hectares or thereabouts that is to say Land Reference No. Githunguri/Githunguri/153 being the piece of land comprised in the Certificate of Freehold Title registered in the Kiambu District Land Registry and is held by James Wacanga Kamau as absolute proprietor.

10. All that piece of land situate in Githunguri Location in Kiambu District containing by measurement one decimal eight (1.8) hectares or thereabouts that is to say Land Reference No. Githunguri/Githunguri/455 being the piece of land comprised in the Certificate of Freehold Title registered in the Kiambu District Land Registry and is held by Kariuki Gathungu as absolute proprietor.

11. All that piece of land situate in Gakoe Sub-location Ndarugu Location in Kiambu District containing by measurement five decimal two eight (5.28) hectares or thereabouts that is to say Land Reference No. Ndarugu/Gakoe/273 being the piece of land comprised in the Certificate of Freehold Title registered in

the Kiambu District Land Registry and is held by Mwaura Kigaa "A" as absolute proprietor.

12. All that piece of land situate in Gaturia Sub-location Muhito Location in Nyeri District containing by measurement six decimal seven (6.7) acres or thereabouts that is to say Land Reference No. Muhito/Gaturia/299 being the piece of land comprised in the Certificate of Freehold Title registered in the Nyeri District Land Registry and is held by Gakuru Wanjohi as absolute proprietor.

13. All that piece of land situate in Rokera Sub-location Mahiga Location in Nyeri District containing by measurement three (3) acres or thereabouts that is to say Land Reference No. Mahiga/Rokera/172 being the piece of land comprised in the Certificate of Freehold Title registered in the Nyeri District Land Registry and is held by Benjamin Ndiritu Wachira as absolute proprietor.

14. All that piece of land situate in Gaturia Sub-location Muhito Location in Nyeri District containing by measurement one decimal six two (1.62) hectares or thereabouts that is to say Land Reference No. Muhito/Gaturia/368 being the piece of land comprised in the Certificate of Title registered in the Nyeri District Land Registry and is held by Muburia Kanuri as absolute proprietor.

15. All that piece of land situate in Ruthanji Sub-location Muhito Location in Nyeri District containing by measurement two decimal three four (2.34) or thereabouts that is to say Land Reference No. Muhito/Ruthanji/25 being the piece of land comprised in the Certificate of Freehold Title registered in the Nyeri District Land Registry and is held by Kariuki Gakuha as absolute proprietor.

16. All that piece of land situate in Ichagachiru Sub-location Tetu Location in Nyeri District containing by measurement two decimal two six (2.26) hectares or thereabouts that is to say Land Reference No. Tetu/Ichagachiru/195 being the piece of land comprised in the Certificate of Freehold Title registered in the Nyeri District Land Registry and is held by Theuri Gitonga as absolute proprietor.

17. All that piece of land situate in Ichagachiru Sub-location Tetu Location in Nyeri District containing by measurement four decimal five (4.5) acres or thereabouts that is to say Land Reference No. Tetu/Ichagachiru/22 being the piece of land comprised in the Certificate of Freehold Title registered at the Nyeri District Land Registry and is held by Muriithi Theuri as absolute proprietor.

18. All that piece of land situate in Gaturia Sub-location Muhito Location in Nyeri District containing by measurement thirteen decimal one (13.1) acres or thereabouts that is to say land reference No. Muhito/Gaturia/409 being the piece of land comprised in the Certificate of Freehold Title registered in the Nyeri District Land Registry and is held by Wanjohi Githinji as absolute proprietor.

The sale of properties No. 16 to 18 will be held on 23rd November, 1976, at 11 a.m. at the office of the District Commissioner, Nyeri by J. K. Gitonga, Auctioneer.

19. All that piece of land situate in Ichagaki Sub-location Location 7 in Murang'a District containing by measurement Four (4) acres or thereabouts that is to say Land Reference No. Loc. 7/Ichagaki/70 being the piece of land comprised in the certificate of Freehold Title registered in the Murang'a District Land Registry and is held by Muiruri Mugo as absolute proprietor.

The sale of the above property will be held on 24th November, 1976, at 11 a.m. at the office of the District Commissioner Murang'a by Karati Auctioneers.

20. All that piece of land situate in Kwakala Sub-location Wamunyu Location in Machakos District containing by measurement seventy two decimal five (72.5) hectares or thereabouts that is to say Land Reference No. Wamunyu/Kwakala/79 being the piece of land comprised in the Certificate of Freehold Title registered in the Machakos District Land Registry and is held by Munyoki Munyilu as absolute proprietor.

The sale of this property will be held on 25th November, 1976, at 11 a.m. at the office of the District Commissioner Machakos by Maasai Auctioneers.

21. All that piece of land situate in Mtwara Sub-location Kilifi District containing by measurement fourteen decimal six (14.6) acres or thereabouts that is to say Land Reference No. Mombasa/Mtwara/157 being the piece of land comprised in Leasehold registered in the Land Registry Mombasa as Mombasa/Mtwara/157 entry No. C1 and is held by Wilson Burugu Gitau for 33 years from 1st September, 1974.

22. All that piece of land situate in Bumbani "A" Sub-location Kikoneni Location in Kwale District containing by measurement one decimal four (1.4) hectares or thereabouts that is to say

Land Reference No. Kikoneni/Bumbani "A"/333 being the piece of land comprised in the Certificate of Freehold Title registered in the Kwale District Land Registry and is held by Bernard Mutuku Nzioki as absolute proprietor.

The sale of properties No. 21 to 22 will be held on 25th November, 1976, at the office of the District Commissioner by A. S. Jeneby, Auctioneer.

23. All that piece of land situate North East of Kericho Township in Nakuru District containing by measurement three hundred and sixteen decimal one (316.1) hectares or thereabouts that is to say Land Reference No. 8766/3 being the remainder portion of the premises comprised in a Grant registered in the Land Titles Registry at Nairobi as No. L.R. 14022/1 and is held by Bochege Farmers Company Limited for 999 years from 1st April, 1957.

The sale of this property will be held on 27th November, 1976, at 11 a.m. at the office of the District Officer, Molo by Greenland Auctioneers.

24. All that piece of land situate in Saos Sub-location Lembus Location in Baringo District containing by measurement fifty eight decimal four (58.4) acres or thereabouts that is to say Land Reference No. Lembus/Saos/47 being the piece of land comprised in the Certificate of Freehold Title registered in the Baringo District Land Registry and is held by Kibiesan Chebet as absolute proprietor.

25. All that piece of land situate in Torongo Sub-location Lembus Location in Baringo District containing by measurement ten decimal four (10.4) hectares or thereabouts that is to say Land Reference No. Lembus/Torongo/76 being the piece of land comprised in the Certificate of Freehold Title registered in the Baringo District Land Registry and is held by Kimugendu Kegei as absolute proprietor.

26. All that piece of land situate in Torongo Sub-location Lembus Location in Baringo District containing by measurement nine decimal eight (9.8) hectares or thereabouts that is to say Land Reference No. Lembus/Torongo/46 being the piece of land comprised in the Certificate of Freehold Title registered in the Baringo District Land Registry and is held by Kipchirchir Cherono as absolute proprietor.

27. All that piece of land situate in Torongo Sub-location Lembus Location in Baringo District containing by measurement eleven decimal eight (11.8) hectares or thereabouts that is to say Land Reference No. Lembus/Torongo/82 being the piece of land comprised in the Certificate of Freehold Title registered in the Baringo District Land Registry and is held by Kibiwt Chepkeng as absolute proprietor.

28. All that piece of land situate in Torongo Sub-location Lembus Location in Baringo District containing by measurement eight (8) hectares or thereabouts that is to say Land Reference No. Lembus/Torongo/51 being the piece of land comprised in the Certificate of Freehold Title registered in the Baringo District Land Registry and is held by Siwoi Rotich as absolute proprietor.

29. All that piece of land situate in Torongo Sub-location Lembus Location in Baringo District containing by measurement eight decimal eight (8.8) hectares or thereabouts that is to say Land Reference No. Lembus/Torongo/165 being the piece of land comprised in the Certificate of Freehold Title registered in the Baringo District Land Registry and is held by Bosi Philip Kipkulei as absolute proprietor.

30. All that piece of land situate in Sore Sub-location Lembus Location in Baringo District containing by measurement thirty seven (37) acres or thereabouts that is to say Land Reference No. Lembus/Sore/100 being the piece of land comprised in the Certificate of Freehold Title registered at the Baringo District Land Registry and is held by Kipsereen Chebiy as absolute proprietor.

31. All that piece of land situate in Kiprotia Sub-location Kakamor Location in Baringo District containing by measurement fourteen decimal two (14.2) hectares or thereabouts that is to say Land Reference No. Kakamor/Kiprotia/88 being the piece of land comprised in the Certificate of Freehold Title registered in the Baringo District Land Registry and is held by Kipkorir Chemnetich as absolute proprietor.

32. All that piece of land situate in Kiptum Sub-location Lembus Location in Baringo District containing by measurement twenty one (21) hectares or thereabouts that is to say Land Reference No. Lembus/Kiptum/82 being the piece of land comprised in the Certificate of Freehold Title and is registered in the Baringo District Land Registry and is held by Changwony Kimenjo as absolute proprietor.

33. All that piece of land situate in Kibias Sub-location Lembus Location in Baringo District containing by measurement twenty one (21) acres or thereabouts that is to say Land Reference

No. Lembus/Kibias/41 being the piece of land comprised in the Certificate of Freehold Title registered in the Baringo District Land Registry and is held by Chruyot Keben as absolute proprietor.

34. All that piece of land situate in Kiprotia Sub-location Kakamor Location in Baringo District containing by measurement forty five (45) acres or thereabouts that is to say Land Reference No. Kakamor/Kiprotia/71 being the piece of land comprised in the Certificate of Freehold Title registered in the Baringo District Land Registry and is held by Kiprono Kipkulei as absolute proprietor.

35. All that piece of land situate in Kambimoi Sub-location Lembus Location in Baringo District containing by measurement sixty (60) acres or thereabouts that is to say Land Reference No. Lembus/Kambimoi/7 being the piece of land comprised in the Certificate of Freehold Title Registered in the Baringo District Land Registry and is held by Kiptanui Cheronon as absolute proprietor.

The sale of properties No. 24 to 35 will be held on 29th November, 1976, at 11 a.m. at the office of District Officer, Eldama Ravine by K.A.F. Auctioneers.

36. All that piece of land situate in Tegat Sub-location Kericho District containing by measurement five decimal six (5.6) hectares or thereabouts that is to say Land Reference No. Kericho/Tegat/311 being the piece of land comprised in the Certificate of Freehold Title registered in the Kericho District Land Registry and is held by Kipkorir Arap Tapterik as absolute proprietor.

37. All that piece of land situate in Tegat Sub-location Kericho District containing by measurement five (5) hectares or thereabouts that is to say Land Reference No. Kericho/Tegat/561 being the piece of land comprised in the Certificate of Freehold Title registered in the Kericho District Land Registry and is held by Daniel Kipsang Arap Kitur as absolute proprietor.

38. All that piece of land situate in Tegat Sub-location Kericho District containing by measurement two decimal six (2.6) hectares or thereabouts that is to say Land Reference No. Kericho/Tegat/427 being the piece of land comprised in the Certificate of Freehold Title registered in the Kericho District Land Registry and is held by Chepkwony Chepngoimet as absolute proprietor.

39. All that piece of land situate in Kongotik Sub-location Kericho District containing by measurement five decimal six (5.6) hectares or thereabouts that is to say Land Reference No. Kericho/Kongotik/702 being the piece of land comprised in the Certificate of Freehold Title registered in the Kericho District Land Registry and is held by Kikwai Magerer as absolute proprietor.

The sale of properties Nos. 36 to 39 will be held on 30th November, 1976, at 11 a.m. at the office of the District Officer, Bomet by Greenland Auctioneers.

40. All that piece of land situate in Kabodho East in Kisumu District containing by measurement two decimal four (2.4) hectares or thereabouts that is to say Land Reference No. Kisumu/Kabodho East/63 being the piece of land comprised in the Certificate of Freehold Title registered in the Kisumu District Land Registry and is held by Esborn Ogutu Misiati as absolute proprietor.

The sale of this property will be held on 1st December, 1976, at the office of the District Commissioner, Kisumu by Moses Wabuko, Auctioneer.

41. All that piece of land situate South East of Kitale Municipality in the Trans Nzoia District containing by measurement two hundred and forty six decimal one (246.1) hectares or thereabouts that is to say Land Reference No. 6614/8 being the piece of land comprised in the Certificate of Title registered in the Land Titles Registry at Nairobi as No. 2310/1 and is held by Samuel Kipkoskei Maritim as absolute proprietor.

The sale of this property will be held on 2nd December, 1976, at 11 a.m. at the office of the District Commissioner, Kitale, by Moses Wabuko, Auctioneer.

Conditions

1. The highest bidder shall be the purchaser.
2. The purchaser shall immediately after the sale pay to the Auctioneer a cash deposit of at least 25 percent of the amount of the purchase money and sign an agreement to complete the purchase and pay the balance within 30 days of the date of sale.
3. The title-deeds relating to the above properties may be inspected at the office of the respective auctioneers and also at the time of sale and the purchaser shall be deemed to have full notice of each and every condition therein contained.

4. The description of the properties in the particulars and plans are believed to be correct and no claims shall be valid if any error of description should occur.
5. The purchaser shall be solely responsible for ensuring that all beacons are properly situated and for replacing any that may be missing.
6. The Agricultural Finance Corporation through its authorized representative has the right to bid.
7. Subject and in addition to the foregoing the conditions of sale usually prescribed by the Auctioneers in the District shall apply.

Dated at Nairobi this 18th of October, 1976.

BY ORDER OF THE BOARD OF
AGRICULTURAL FINANCE CORPORATION.

GAZETTE NOTICE No. 3200

EAST AFRICAN COMMUNITY THE EAST AFRICAN LICENSING OF AIR SERVICES REGULATIONS, 1965

NOTICE OF APPLICATION FOR AN AIR SERVICE LICENCE

PURSUANT to the provisions of regulations 6 and 7 of the East African Licensing of Air Services Regulations, 1965, notice is hereby given that Kenting Earth Sciences Limited, P.O. Box 4204, Dar es Salaam, Tanzania, have applied to the East African Civil Aviation Board for a two (2) year licence to carry out aerial photography for mapping purposes; airborne geophysical surveys and helicopter operations to support oil and gas exploration (including drilling) throughout the East African Community Partner States based at Dar es Salaam.

It is further notified that any representations or objections with regard to this application must be made in writing to the East African Civil Aviation Board at the office of the East African Community, P.O. Box 1002, Arusha, Tanzania, not later than 15th November, 1976. Every such representation or objection 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 this 15th day of October, 1976.

P. K. RUYOGOZA,
for Secretary,
East African Civil Aviation Board.

GAZETTE NOTICE No. 3201

EAST AFRICAN COMMUNITY THE EAST AFRICAN LICENSING OF AIR SERVICES REGULATIONS, 1965

NOTICE OF APPLICATION FOR AN AIR SERVICE LICENCE

PURSUANT to the provisions of regulations 6 and 7 of the East African Licensing of Air Services Regulations, 1965, notice is hereby given that Desert Locust Control Organization for Eastern Africa, P.O. Box 30023, Nairobi, Kenya, have applied to the East African Civil Aviation Board for a five (5) year renewal of licence No. CAB. 98 to continue operating aerial work services (confined to agricultural aviation) within East Africa as required by the governments of the East African Community Partner States.

It is further notified that any representations or objections with regard to this application must be made in writing to the East African Civil Aviation Board at the office of the East African Community, P.O. Box 1002, Arusha, Tanzania, not later than 15th November, 1976. Every such representation or objection 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 renewed. 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 this 15th day of October, 1976.

P. K. RUYOGOZA,
for Secretary,
East African Civil Aviation Board.

GAZETTE NOTICE NO. 3202

**EAST AFRICAN COMMUNITY
THE EAST AFRICAN LICENSING OF AIR SERVICES
REGULATIONS, 1965**

NOTICE OF APPLICATION FOR AN AIR SERVICE LICENCE

PURSUANT to the provisions of regulations 6 and 7 of the East African Licensing of Air Services Regulations, 1965, notice is hereby given that Kilimanjaro Air Charter Limited, P.O. Box 1599, Dar es Salaam, Tanzania, have applied to the East African Civil Aviation Board for a seven (7) years licence to operate air charter services for passengers and freight based at Dar es Salaam with 120 passenger seats; at Mwanza with 20 passenger seats; at Arusha with 20 passenger seats; at Mbeya with 20 passenger seats; and at Mwanza with 20 passenger seats.

It is further notified that any representations or objections with regard to this application must be made in writing to the East African Civil Aviation Board at the office of the East African Community, P.O. Box 1002, Arusha, Tanzania, not later than 18th November, 1976. Every such representation or objection 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 this 18th day of October, 1976.

P. K. RUYOGOZA,
for Secretary,
East African Civil Aviation Board.

GAZETTE NOTICE NO. 3203

**EAST AFRICAN COMMUNITY
THE EAST AFRICAN LICENSING OF AIR SERVICES
REGULATIONS, 1965**

NOTICE OF APPLICATION FOR AN AIR SERVICE LICENCE

PURSUANT to the provisions of regulations 6 and 7 of the East African Licensing of Air Services Regulations, 1965, notice is hereby given that Flight Services International, P.O. Box 4124, Dar es Salaam, Tanzania, have applied to the East African Civil Aviation Board for a two (2) year licence to:—

- (a) Operate air charter services throughout East Africa with 25 passenger seats based at Dar es Salaam.
- (b) Operate non-scheduled coach services on the routes:
 Dar es Salaam/Kilwa/Dar es Salaam,
 Dar es Salaam/Mafia/Dar es Salaam,
 Dar es Salaam/Njombe/Mbeya/Dar es Salaam,
 Dar es Salaam/Msembe/Beho Beho/Dar es Salaam,
 Dar es Salaam/Mikumi/Dar es Salaam,
 Dar es Salaam/Zanzibar/Bemba/Zanzibar/Dar es Salaam;
- (c) Hire of aircraft to qualified pilots on self-fly basis.

It is further notified that any representations or objections with regard to this application must be made in writing to the East African Civil Aviation Board at the office of the East African Community, P.O. Box 1002, Arusha, Tanzania, not later than 18th November, 1976. Every such representation or objection 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 this 18th day of October, 1976.

P. K. RUYOGOZA,
for Secretary,
East African Civil Aviation Board.

GAZETTE NOTICE NO. 3204

**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 to 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 Office, Nairobi.

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

BOTH IN CLASS 3—SCHEDULE III

ZETA

23296.—Washing soap detergent. "ELEPHANT SOAP INDUSTRIES LIMITED, a company duly organized under the existing laws of Kenya manufacturers and merchants of P.O. Box 40063, Nairobi 14th October, 1976.



23254.—Soaps. LIMURU CHEMICAL INDUSTRIES LIMITED, incorporated in Kenya, manufacturers of P.O. Box 20208, Nairobi. 23rd September, 1976.

The undermentioned applications are proceeding in the name of Dynamit Nobel Aktiengesellschaft, a body corporate organized under the laws of the Federal Republic of Germany, manufacturers and merchants of 521 Troisdorf, near Cologne, Germany C/o Messrs. Atkinson Cleasby & Satchu, advocates, P.O. Box 90121, Mombasa.

BOTH IN CLASS 9—SCHEDULE III



Registration of this Trade Mark shall give no right to the exclusive use of the letters G and O *per se*.

22558.—“Optical apparatus and instruments and parts and fittings therefor included in class 9”. To be associated with TM. No. 15806. 2nd February, 1976.



22559.—“Optical apparatus and instruments and parts and fittings therefor included in class 9”. To be associated with TMA. Nos. 15807, 17856 and 22604. 2nd February, 1976.

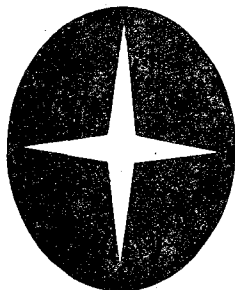
IN CLASS 12—SCHEDULE III

rotork sea truck

Registration of this Trade Mark shall give no right to the exclusive use of the words “sea truck”.

21993.—“Watercraft and parts thereof”. Rotork Marine Limited, a British Company of 30 Queen Charlotte Street, Bristol, BS1 4HS, England. C/o Messrs. Atkinson Cleasby & Satchu, advocates. P.O. Box 90121, Mombasa. To be associated with TMA. No. 21994. 1st July, 1975.

IN CLASS 16—SCHEDULE III



Advertised before acceptance by reason of special circumstances—section 21 (1) proviso.

It is a condition of registration that the cross device shall not be shown in red or in white on a red ground or silver on a red ground or in similar colour or colours.

22629.—“Printed matter, periodicals, stationary and office requirements”. Citibank N.A., a national banking association chartered under the laws of the United States, of 399 Park Avenue, New York, New York 10022, U.S.A. C/o Messrs. Atkinson Cleasby & Satchu, advocates, P.O. Box 90121, Mombasa. 3rd March, 1976.

The undermentioned applications are proceeding in the name of Rift Valley Textiles Limited, a limited liability company organized and existing under the laws of the Republic of Kenya manufacturers and merchants of P.O. Box 2236, Eldoret, Kenya. C/o Messrs. Hamilton Harrison & Mathews, advocates, P.O. Box 30333, Nairobi.

BOTH IN CLASS 23—SCHEDULE III

SEDITEX

22933.—All goods included in this class 23. To be associated with TMA. Nos. 22934, 22935, 23004, 23005 and 23006. 5th July, 1976.

RIVATEX

22936.—All goods included in this class 23. To be associated with TMA. Nos. 22937 and 22938. 5th July, 1976.

BOTH IN CLASS 24—SCHEDULE III

SEDITEX

22934.—All goods included in this class 24. To be associated with TMA. Nos. 22933, 22935, 23004, 23005 and 23006. 5th July, 1976.

RIVATEX

22937.—All goods included in this class 24. To be associated with TMA. Nos. 22936 and 22938. 5th July, 1976.

BOTH IN CLASS 25—SCHEDULE III

SEDITEX

22935.—All goods included in this class 25. To be associated with TMA. Nos. 22933, 22934, 23004, 23005 and 23006. 5th July, 1976.

RIVATEX

22938.—All goods included in this class 25. To be associated with TMA. Nos. 22936 and 22937. 5th July, 1976.

IN CLASS 23—SCHEDULE III



23004.—All goods included in this class 23. To be associated with TMA. Nos. 22933, 22934, 22935, 23005 and 23006. 8th July, 1976.

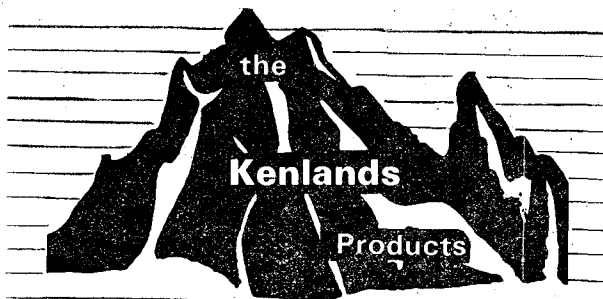
IN CLASS 24—SCHEDULE III

23005.—All goods included in this class 24. To be associated with TMA. Nos. 22933, 22934, 22935, 23004 and 23006. 8th July, 1976.

IN CLASS 25—SCHEDULE III

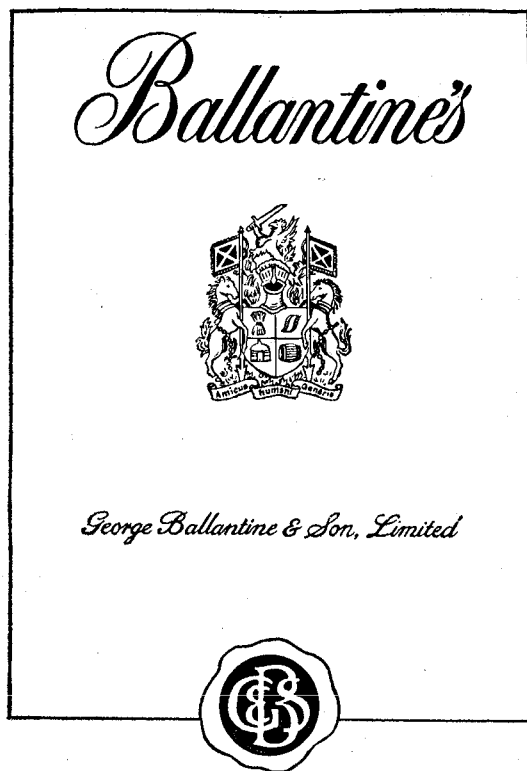
23006.—All goods included in this class 25. To be associated with TMA. Nos. 22933, 22934, 22935, 23004 and 23005. 8th July, 1976.

IN CLASS 29—SCHEDULE III



23294.—Dehydrated soups and spices. KENYA HIGHLANDS DEHYDRATED FOODS and Allied Products, merchants of P.O. Box 7285, Nakuru. 12th October, 1976.

IN CLASS 33—SCHEDULE III



The Trade Mark consists of Latin words AMICUS HUMANI GENERIE meaning Friend of the Human Race.

Registration of this Trade Mark shall give no right to the exclusive use of the letters G.B. and S.I. *per se*.

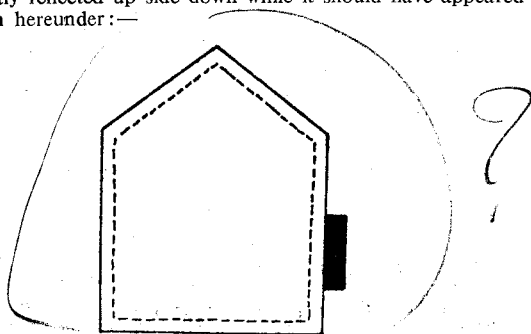
22849.—“Whisky”. George Ballantine & Son Limited, a British company manufacturers and merchants of 3 High Street, Dumbarton, Dumbartonshire G82 1ND, Great Britain, C/o Messrs. Atkinson Cleasby & Satchu, advocates, P.O. Box 90121, Mombasa. To be associated with TMA. No. 4066. 31st May, 1976.

AMENDMENT OF PATENT SPECIFICATIONS UNDER SECTION 11
OF THE PATENTS ACT
(Cap. 508)

Patent No. 2281 (U.K. No. 1178489) advertised under Notice No. 1503 page 624 dated 18th May, 1973; the Patent Specification has been amended in United Kingdom on the 20th February, 1976. C/o Messrs Lysaght & Co., Agents, C/o Barclays Bank International P.O. Box 30116, Government Road, Nairobi.

CORRIGENDUM

TM. No. 22584.—Advertised under Gazette Notice No. 311, page 114 dated 8th October, 1976. The Trade Mark was inadvertently reflected up side down while it should have appeared as shown hereunder:—



P.2622.—Advertised under Gazette Notice No. 1469, page 529 dated 14th May, 1976. The nature of invention should have read “4-thiochromanyl-(di)-thiophosphoricand phosphonic acid esters and ester amides, process for their preparation and pesticidal compositions containing them”.

INTENDED REMOVAL THROUGH NON-PAYMENT OF RENEWAL FEES

TM. No.	Trade Mark	Owners
4064 16877	RIDDO SEIFA & device	Riddell Products Limited. Seifa Societa per Lo Sviluppo Dei Consumi Dei Fertilizzanti Societa per Azioni.
B.17012 17404 18575	FMC EXLUTON ORGAJECT	FMC Corporation. Organ Laboratories Limited. Organ Laboratories Limited.

J. N. KING'ARUI,
Acting Deputy Registrar-General.

GAZETTE NOTICE No. 3205

THE TRADE MARKS ACT
(Cap. 506)

ADDITION OF SPECIFICATION OF GOODS TO A REGISTERED
TRADE MARK

IT IS hereby notified for general information that pursuant to a request received in this office on 28th September, 1976, and in accordance with the provisions of section 38 of the Trade Marks Act (Cap. 506) further goods have been added to the specification of goods of Trade Mark No. 14905 “PUNCH” in Class 3 (Schedule III) so as to read as follows:—

“Men's toiletries, soaps and other substances for laundry purposes; cleaning, polishing, scouring and abrasive preparations to include pre-soakers, detergents, detergent bars and washing products in general.”

The above quoted trade mark had been advertised under Gazette Notice No. 391, page 110 dated 2nd February, 1968.

J. N. KING'ARUI,
Acting Deputy Registrar of
Trade Marks.

GAZETTE NOTICE No. 3206

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. 2664 of 1976 in the Kenya Register of Patents on the 28th day September, 1976.

SCHEDULE

No. of application.—2664.

Date of application.—28th September, 1976.

Name of applicant.—Metal Box Limited, a company incorporated under the laws of Great Britain of 37 Baker Street, London W1A 1AN, England.

Particulars of grant in the United Kingdom:—

No.—1,425,028.

Date.—16th June, 1976.

Date of filing complete specification.—21st March, 1973.

Complete specification published.—18th February, 1976.

Nature of invention.—Improvements in security documents for example bank cheques or drafts.

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. Atkinson Cleasby & Satchu, advocates, P.O. Box 90121, Mombasa.

Nairobi,
15th October, 1976.

J. N. KING'ARUI,
Acting Deputy Registrar of Patents.

GAZETTE NOTICE No. 3207

THE LIQUOR LICENSING ACT
(Cap. 121)

MURANG'A LIQUOR LICENSING COURT
(Special Meeting)

DULY authorized by the Provincial Commissioner, Central Province, a special meeting of the Murang'a Liquor Licensing Court will be held in the District Commissioner's Board Room, Murang'a, on 8th November, 1976, commencing at 9.30 a.m.

E. K. MBAABU,
Chairman,
Murang'a, 13th October, 1976. *Murang'a Liquor Licensing Court.*

GAZETTE NOTICE No. 3208

THE LIQUOR LICENSING ACT
(Cap. 121)

KIAMBU LIQUOR LICENSING COURT
(Special Sitting)

DULY authorized by the Provincial Commissioner, Central Province Nyeri, a special sitting of the Kiambu Liquor Licensing Court will be held on Monday 15th November, 1976, at the Kiambu County Council Chamber at 10 a.m. to consider applications received.

A list of applications may be seen at the District Commissioner's Notice Board and at the District Offices Kikuyu, Limuru, Kiambaa, Githunguri, Gatundu and Thika.

ELIUD NJENGA,
Chairman,
Kiambu Liquor Licensing Court.

GAZETTE NOTICE No. 3209

THE TRADITIONAL LIQUOR LICENSING ACT
(Cap. 122)

KIAMBU LIQUOR LICENSING BOARD

DULY authorized by the Provincial Commissioner, Central Province, Nyeri a special sitting of the Kiambu Traditional Liquor Licensing Board will be held on Monday the 15th November, 1976, at the Kiambu County Council Chamber at 11 a.m. to consider applications received.

A list of the applications may be seen at the District Commissioner's Notice Board and at the District Offices, Kiambu, Limuru, Kikuyu, Githunguri, Gatundu and Thika.

E. NJENGA,
Chairman,
Kiambu, 15th October, 1976. *Kiambu Traditional Liquor Licensing Board.*

GAZETTE NOTICE No. 3210

THE TRADITIONAL LIQUOR LICENSING ACT
(Cap. 122)

MACHAKOS TRADITIONAL LIQUOR LICENSING BOARD MEETING

IT IS hereby notified that the date of Machakos Traditional Liquor Licensing Board Meeting has been changed to Monday, 6th December, 1976, at 10 a.m. in the District Commissioner's Board Room Machakos instead of Monday, 13th December, 1976.

The Board will consider application for the new licences, renewals, removals or transfers of the Traditional Liquor Licences.

B. N. KAARIA,
Chairman,
Machakos, 19th October, 1976. *Machakos Traditional Liquor Licensing Board.*

GAZETTE NOTICE No. 3211

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. 408 OF 1976

By Azra Mohamed Ijaz Chaudhry of P.O. Box 45301, Nairobi in Kenya, the widow of the deceased, through N. P. Sheth, Esq., advocate of Nairobi, for a grant of letters of administration intestate of the estate of Mohamed Ijaz Chaudhry of Kisumu, Kenya, who died at Nairobi aforesaid, on the 20th day of July, 1976.

(2) CAUSE No. 395 OF 1976

By Cecilia Waigwe Njuguna of P.O. Box 49861, Nairobi in Kenya, the daughter of the deceased and the executrix named in his will, through M. M. Chaudhri, Esq., advocate of Nairobi, for a grant of probate of the will of Daniel Njuguna Kamau of Murang'a in Kenya, who died at Gikandu Village, Murang'a in Kenya, on the 2nd day of January, 1975.

(3) CAUSE No. 409 OF 1976

By Mary Janet Carnelley of P.O. Box 30, Naivasha in Kenya, the widow of the deceased and the executrix named in his will, through Messrs. Archer & Wilcock, advocates of Nairobi, for a grant of probate of the will of Stephen Henry Carnelley of Naivasha aforesaid, who died at Naivasha on the 25th day of April, 1976.

(4) CAUSE No. 346 OF 1976

By Peter David Belford Walker of P.O. Box 30333, Nairobi in Kenya, one of the duly constituted attorneys of John William Ferguson Crowther of the British Columbia in Canada, the administrator of the estate of the deceased in Canada, through Messrs. Hamilton Harrison & Mathews, advocates of Nairobi, for a grant of letters of administration *cum testamento annexo* of the estate of Mary Elizabeth Ferguson Crowther of Colby, Kansas in U.S.A., who died there on the 11th day of September, 1975.

(5) CAUSE No. 410 OF 1976

By Maheshkumar Maganlal Shah of P.O. Box 45362, Nairobi in Kenya, the eldest son of the deceased, through N. P. Sheth, Esq., advocate of Nairobi, for a grant of letters of administration intestate of the estate of Maganlal Harichand Bilakhia of Nairobi aforesaid, who died at Nairobi on the 9th day of August, 1976.

(6) CAUSE No. 407 OF 1976

By (1) Elizabeth Noel Burrell of P.O. Box 98, Nanyuki in Kenya, and (2) Stephen Dennis Whetham of P.O. Box 30580, Nairobi in Kenya, two of the executors named in the deceased's will, through Messrs. Daly & Figgis, advocates of Nairobi, for a grant of probate of the will of Peter Geoffrey Burrell of Nairobi in Kenya, who died at Nairobi aforesaid, on the 17th day of July, 1976.

This Court will proceed to issue the same unless cause be shown to the contrary and appearance in this respect entered on or before 5th November, 1976.

M. J. BHATT,
Senior Deputy Registrar,
Nairobi, 18th October, 1976. *High Court of Kenya, Nairobi.*

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

GAZETTE NOTICE No. 3212

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 estates of the persons named in the second column of the Schedule hereto, who died on the date: respectively set forth against their names.

And further take notice that all persons having any claims against or interests in the estates of the said deceased persons

are required to prove such claims or interests before me within two months from the date of this Gazette, after which date the claims and interests so proved will be paid and satisfied and the several estates distributed according to law.

SCHEDULE

Public Trustee's Cause No.	Name of Deceased	Address	Date of Death	Testate or Intestate
197/76	Johnson Kamau Gathiithi	Karima Village, Kirinyaga District	9-2-76	Intestate
352/75	James Gitari Mbuki	P.O. Box 16, Kerugoya Plot No. 591, Kipipiri via Ol'Kalou	23-2-74	Intestate
391/74	Muhia Njoroge	Ndeiya, Kikuyu Division, Kiambu District	23-3-74	Intestate
9/76	Jackson Munyiri Njoroge	Kaguyu-Iriani, Nyeri District	5-10-70	Intestate
183/76	Zakaria Karoki Ndambuki	Nairobi	6-3-76	Intestate
316/74	Bento Rapoz	Bunyala Location, Busia District	13-5-74	Intestate
131/75	Martin Malupi		4-12-74	Intestate

Nairobi,
22nd October, 1976.

L. J. WOODBURN,
Assistant Public Trustee.

GAZETTE NOTICE No. 3213

PROBATE AND ADMINISTRATION

TAKE NOTICE that the accounts of the estates of the deceased persons mentioned in the Schedule below have been lodged with the Registrar of the High Court at Nairobi and that he has appointed the 27th day of November, 1976, at 9.30 o'clock in the forenoon for passing such accounts.

SCHEDULE

Public Trustee's Cause No.	High Court Cause No.	Name of Deceased
1. 117/69	1/70	Mutungu, Onesmus Machiri.
2. 17/73	209/73	Were s/o Omusula.
3. 12/74	351/75	Zafania Muhia Kaburu.
4. 106/68	354/70	Wainaina Karuri.
5. 289/75	94/76	Ebraim Simidi Echale.
6. 24/76	354/76	Silvester Ngiboine Mbote.
7. 60/74	128/75	Habiba Binti Bashom.
8. 24/74	121/75	Japheth Gathogo Kirimire.
9. 308/75	420/75	Loise Wanjiku Giteru.
10. 318/75	6/76	Gathenga Kabiru.
11. 104/74	322/75	Ferdinand Mwasuru Mkala.
12. 64/76	102/76	Harchand Singh Brar.
13. 79/72	127/73	Japheth Hastings Kapondi Kaye.
14. 304/74	305/75	Wilfred Muiruri Thumbi.
15. 171/75	17/76	Alexanda Kamwaro Karuhii.
16. 73/68	360/68	Magoma Obwoye.
17. 215/75	260/76	Joseph Mwangi Zakayo.
18. 134/74	460/75	Joseph Titus Nguku.
19. 23/74	180/75	Edward Kipkemei Chesang.
20. 390/74	488/75	Richard Njomo Kariuki.
21. 84/75	437/75	Robert Kairu Gathua.
22. 298/75	185/76	Njambi Kinuthia.
23. 95/73	430/75	Daniel Otieno.
24. 373/73	412/75	Kioko Mutie.
25. 265/73	232/74	Irene Wanjiku Kimani.
26. 210/71	69/72	Mbatha Nzumbi.
27. 73/66	43/69	Paul Jacob Kaloki.
28. 100/68	108/69	Eliud Karanja.
29. 247/74	277/74	Dr. Gilbert Muyesu Kaisha.
30. 107/76	318/76	Humphrey Richard Baringo.

Nairobi,
21st October, 1976.

L. J. WOODBURN,
Assistant Public Trustee.

GAZETTE NOTICE No. 3214

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

TAKE NOTICE that an application for the grant of letters of administration *de bonis non* having been made in this Court in:—

CAUSE No. 54 OF 1948

By Aziza binti Omar bin Abeid, c/o P.O. Box 90154, Mombasa, Kenya, being the daughter of the deceased, for a grant of letters of administration *de bonis non* with will annexed to the estate of Omar bin Abeid who died at Mecca testate on the 8th day of October, 1948. This application is made through Messrs. Bryson, Inamdar & Bowyer, advocates, P.O. Box 90154, Mombasa.

The 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 the publication of this notice in the Kenya Gazette.

DEREK SCHOFIELD,
Deputy Registrar,
High Court of Kenya,
Law Courts, Mombasa.

Mombasa,
1st October, 1976.

GAZETTE NOTICE No. 3215

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. 89 OF 1976

By Jamal Manji Hemraj, of Mombasa in Kenya, the executor named in the will of the deceased, for a grant of probate of the will of Khatijabai Habib Karmali Jivraj of Mombasa aforesaid, who died at Mombasa on the 9th day of February, 1976.

The 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 the publication of this notice in the Kenya Gazette.

DEREK SCHOFIELD,
Deputy Registrar,
High Court of Kenya,
Law Courts, Mombasa.

Mombasa,
9th October, 1976.

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

GAZETTE NOTICE No. 3216

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

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

CAUSE No. 101 OF 1976

By Vasantben Valabhadas Lalji of Mombasa in Kenya, the widow of the deceased, through Sharad N. Mehta, advocate of Mombasa, for a grant of letters of administration intestate of the late Valabhadas Khatau Lalji of Mombasa who died on the 3rd day of September, 1976, at Mombasa.

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.

D. SCHOFIELD,
Deputy Registrar,
High Court of Kenya,
Law Courts, Mombasa.

Mombasa,
13th October, 1976.

GAZETTE NOTICE No. 3217

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

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

CAUSE No. 103 of 1976

By Dahilaxmin Narshibhai Patel of P.O. Box 80416, Mombasa, Kenya through J. M. Amin, advocate, of Mombasa, Kenya for a grant of probate of the last will of Narshibhai Dahyabhai Patel late of Mombasa, in the Republic of Kenya, who died at Mombasa on the 3rd day of August, 1976.

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,
14th October, 1976.

D. SCHOFIELD,
*Deputy Registrar,
High Court of Kenya,
Law Courts, Mombasa.*

N.B.—The last will mentioned above has been deposited and is open for inspection at the Court.

GAZETTE NOTICE No. 3218

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. 104 of 1976

By Mohamed bin Ahmed Sheikh Mkame, the intended administrator, through Messrs. Pandya & Talati, advocates of Mombasa in Kenya, for grant of letters of administration of the estate of Fatuma binti Bahero El-Bajun of Mombasa, Kenya, who died intestate on the 26th day of July, 1976, at Mombasa aforesaid.

The Court will proceed to issue the grant of letters of administration unless cause be shown to the contrary and appearance in this respect entered within 14 days from the date of this notice in the Kenya Gazette.

Mombasa,
13th October, 1976.

DEREK SCHOFIELD,
*Deputy Registrar,
High Court of Kenya,
Law Courts, Mombasa.*

GAZETTE NOTICE No. 3219

SUDARSHAN KUMAR, DECEASED

NOTICE is hereby given, pursuant to section 29 of the Trustee Act (Cap. 167), that any person having a claim against or an interest in the estate of the late Sudarshan Kumar of P.O. Box 12, Eldoret, who died at Nairobi on 19th February, 1976, is hereby required to send particulars in writing of his or her claim or interest to the undersigned before 31st December, 1976, after which date the administrators will distribute the estate amongst the persons entitled thereto having regard only to the claim or interest of which they have had notice, and will not be liable to any person of whose claim they shall not then have had the notice.

Dated this 21st day of October, 1976.

NAURATA RAM VIJ,
*One of the Administrators of the
estate of Sudarshan Kumar, deceased,
P.O. Box 12, Eldoret.*

GAZETTE NOTICE No. 3220

ESTATE OF THE LATE ALFRED TUNSTALL

NOTICE is hereby given, pursuant to section 29 of the Trustee Act (Cap. 167), that any person having a claim against or an interest in the estate of the late Alfred Tunstall of Nairobi who died on 19th September, 1976, in Nairobi Hospital, is hereby required to send particulars in writing of his or her claim or interest to Kenya Commercial Bank Limited, Trustee

Department, P.O. Box 30664, Nairobi, before 25th December, 1976, after which date the executors will distribute the estate among the persons entitled thereto having regard only to the claims or interests of which they have had notice and will not as respects the property so distributed be liable to any person of whose claim they shall not then have had notice.

Dated this 25th day of October, 1976.

KENYA COMMERCIAL BANK LIMITED,
*Trustee Department, Kenyatta Avenue,
P.O. Box 30664, Nairobi.*

GAZETTE NOTICE No. 3221

THE BANKRUPTCY ACT
(Cap. 53)

PUBLIC EXAMINATION

Debtor's name.—Shariff Aroy.

Address.—Bondeni, Mombasa.

Description.—Businessman.

Court.—High Court of Kenya at Mombasa.

No. of matter.—B.C. 2 of 1976.

Date of public examination.—19th November, 1976.

Hour.—9.30 a.m.

Place.—High Court of Kenya at Mombasa.

Dated this 19th day of October, 1976.

I. S. ONYANGO-OGOLA,
Deputy Official Receiver (Coast).

GAZETTE NOTICE No. 3222

IN THE HIGH COURT OF KENYA AT NAIROBI
BANKRUPTCY AND WINDING-UP CAUSE No. 7 OF 1976
IN THE MATTER OF PROPERTY GROWTH
INTERNATIONAL LIMITED

AND

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

NOTICE

NOTICE is hereby given that a petition for the winding up of the above-mentioned company by the High Court of Kenya was on the 17th day of August, 1976, presented to the said Court by the Attorney-General of Kenya.

And that the said petition is directed to be heard before the Court sitting at Nairobi on the 5th day of November, 1976, and any creditor or contributory of the said Company desirous to support or oppose the making of an order on the said petition may appear at the time of hearing in person or by his advocate for that purpose and a copy of the petition will be furnished by the undersigned to any creditor or contributory of the said Company requiring such copy on payment of the regulated charge for the same.

Dated at Nairobi this 18th day of October, 1976.

CHARLES WAWERU GATONYE,
*State Counsel,
for Attorney-General.*

NOTE

Any person who intends to appear on the hearing of the said petition must serve or send by post to the above-named notice in writing of his intention so to do. The notice must state the name and address of the person, or if a firm, the name and address of the firm, and must be signed by the person or firm, or his or their advocate, if any, and must be served, or if posted must be sent by post, in sufficient time to reach the above-named not later than four o'clock in the afternoon of the 4th day of November, 1976.

GAZETTE NOTICE NO. 3223

THE COMPANIES ACT

(Cap. 486)

IT IS notified for general information that the following companies have been incorporated in Kenya during the period 1st August to 31st August, 1976:—

PRIVATE COMPANIES		
Name of Company	Nominal Capital Sh.	Address of Registered Office
Wekhonye Distributors Limited	200,000	Plot No. 7 Section 5 Kenyatta Street, P.O. Box 465, Kitale.
Lunar Properties Limited	500,000	L.R. 209/4284 Cargen House Harambee Avenue, P.O. Box 20426, Nairobi.
Compass Limited	40,000	Stanbank House, Government Road, P.O. Box 44286, Nairobi.
Everest Paper Products Limited	500,000	Plot No. 30, Section XXVII, Mariakani Lane, P.O. Box 81446, Mombasa.
Kilifi Investments Limited	100,000	Plot No. 646, Section V Nkrumah Road, Mombasa.
Atui Farmers Company Limited	2,000	L.R. 209/4914, Mama Ngina Street, P.O. Box 30333, Nairobi.
Kenya Shield Security Limited	200,000	L.R. 451/Section 13 Karimbux Building Uardin Road, P.O. Box 7230, Nakuru.
Sagich Limited	30,000	L.R. No. 136/5/6 Racecourse Road, P.O. Box 77100, Nairobi.
Okolewa Trading Company Limited	100,000	Plot No. 201, Section XVI Jomo Kenyatta Avenue, P.O. Box 98106, Mombasa.
Jolly Boutique Limited	200,000	Plot No. 19, Section 24 Nkrumah Road, P.O. Box 46856, Nairobi.
Hardial Singh and Bros (Kenya) Limited	20,000	Plot L.R. 6996/209 Gilgil Road, Nairobi, P.O. Box 41474, Nairobi.
Electric Bakery (1976) Limited	100,000	L.R. 631/5 Garage Road Kericho, P.O. Box 230, Kericho.
New Marewa Hotel Limited	100,000	Sir Ali Road Mombasa/Block XX/278, P.O. Box 84783, Mombasa.
Alfa Investments Limited	200,000	Plot No. 209/2486/87 Nairobi, P.O. Box 72327, Nairobi.
Blukat Paper Products Limited	100,000	L.R. No. 209/2372 Muindi Mbingu Street, P.O. Box 43980, Nairobi.
Sepia Limited	20,000	L.R. 209/6776 Bruce House, Standard Street, P.O. Box 44734, Nairobi.
Eltons (Kenya) Limited	100,000	L.R. No. 209/900 West Minister House, Ground Floor Shop No. 3, P.O. Box 22028, Nairobi.
Nyangema Timber and Furniture Industries Limited	20,000	Plot No. 2 Darajambili, Kisii Town, P.O. Box 400, Kisii.
Dentex Industries Limited	150,000	4th Floor, Grindlays Building Kenyatta Avenue, P.O. Box 20220, Nairobi.
Munyu Kiambaa Traders Limited	10,000	L.R. No. 13201/36 Kirimambogo Trading Centre, P.O. Box 1358, Thika.
Selvel Agencies Limited	20,000	Kenwood House, Kimathi Street, P.O. Box 41827, Nairobi.
Kaplolo Farm Company Limited	400,000	L.R. No. 3771/4 Uasin Gishu District, P.O. Box 1147, Eldoret.
Msumari Limited	50,000	L.R. No. 451/673—Timber Mill Road, P.O. Box 7072, Nakuru.
Shipstores and General Supplies Limited	10,000	Plot No. 209/XXI/Kilindini Road, P.O. Box 81119, Mombasa.
Ngurumo Timber Sales Company Limited	30,000	Plot No. 209/4401/435 Hamza Road, P.O. Box 28172, Nairobi.
Carclub Motor Accessories	100,000	Plot No. 1112/43 Kenyatta Highway, P.O. Box 188, Embu.
Wavuvi (Africa) Limited	200,000	L.R. 209/1736, P.O. Box 7254, Nairobi.
Modern Electrical Industries Limited	20,000	L.R. 209/1590, Government Road, P.O. Box 41751, Nairobi.
Kilimo Contractors Limited	100,000	L.R. 7/158/167 Shanzu Road, P.O. Box 14062, Nairobi.
Webee Construction Limited	100,000	Plot No. 209/643 Kimathi Street, P.O. Box 41714, Nairobi.
Laban Kiteles Stores (Machakos) Limited	100,000	Syokimau Road, Plot No. 909/4/513, P.O. Box 316, Machakos.
Lightomatic Industries Limited	50,000	Plot No. 171 Section XXI Kilindini Road, P.O. Box 81513, Mombasa.
Trade Horizons Limited	100,000	Plot No. 209/4876 Lagos, Road, P.O. Box 49459, Nairobi.
Nakuru Leather Manufacturers Limited	100,000	L.R. No. 8836/513 Nakuru East, P.O. Box 417, Nakuru.
Wangu Investment Company Limited	1,200,000	College House, University Way, P.O. Box 46578, Nairobi.
Oilservices and Camp Supply Company Limited	2,000	L.R. 209/2929 Queensway House, Kaunda Street, P.O. Box 30423, Nairobi.
Seafoam Limited	40,000	Queensway House, Kaunda Street, P.O. Box 40111, Nairobi.
Irandi Company Limited	10,000	L.R. No. 778/M.N./Sec. 1 Mombasa, P.O. Box 84353, Mombasa.
Witeithie Gwaka Investment Limited	1,200,000	Plot 713, P.O. Box 1378, Thika.
Kip and Company Precision Instruments Limited	50,000	L.R. No. 209/38/33 Industrial Area, P.O. Box 30172, Commercial Street, Nairobi.
Wam Supplies Limited	100,000	Plot No. L.R. 4917/C Mfangano Street, P.O. Box 10041, Nairobi.
Urban International Limited	1,000,000	—
Monique (Kenya) Limited	35,000	Union Towers, Government Road/Mama Ngina Street, P.O. Box 45314, Nairobi.
Sunbird Development Company Limited	100,000	Room 411 Verdic House, Mama Ngina Street, P.O. Box 40503, Nairobi.
Kenya Garden (1976) Limited	1,000,000	Plot No. 138/25 Kive Road, P.O. Box 40836, Nairobi.
Manga Mercantile Company Limited	50,000	L.R. No. 209/2486/87 Biashara Street, P.O. Box 21032, Nairobi.
Insurance Associates Limited	140,000	L.R. 209/6978 Development House, Government Road, P.O. Box 41868, Nairobi.
Cheka's Premier Limited	100,000	Plot No. 138/25 River Road, P.O. Box 40836, Nairobi.
Psha Automobiles (Kenya) Limited	30,000	Plot No. 209/136/152 Kirinyaga Road, P.O. Box 30694, Nairobi.
Domestic Industrial Pest Experts Limited	40,000	Room No. 14 Second Floor, Baring Arcade, P.O. Box 42032, Nairobi.
New Kamukunji Hardware Company Limited	50,000	Plot No. 3 New Pumwani Road, P.O. Box 13041, Nairobi.
Kapvar Limited	300,000	Plot No. 209/3526 Mansion House, P.O. Box 49785, Nairobi.
Ngomeni Bus Service Company Limited	10,000	Plot No. 9 Kathivo Market Kitui District, P.O. Box 13, Kitui.
Alpha Guards Limited	2,000	L.R. 209/656 Diamond Trust 2nd Floor House, Government Road, P.O. Box 40146, Nairobi.
Hacol International Products Limited	100,000	L.R. No. 1/592 Argwings Kodhek Road, P.O. Box 30214, Nairobi.
College House Investment Limited	2,000	—
Bora Motors Limited	2,000	—
Kapeen Enterprises Company Limited	200,000	Office No. 1 Olympic House, Koinange Street, L.R. 209/2540/2, P.O. Box 47144, Nairobi.
Kiambu Saw Mills Limited	80,000	Plot No. 22 Riara Street Kiambu, P.O. Box 134, Kiambu.
Keipha Limited	200,000	1st Floor Hamilton House, Wabera Street, P.O. Box 49782, Nairobi.
Cianda Estates Limited	100,000	College House, Koinange Street, P.O. Box 134, Kiambu.
Expoafrica Limited	1,000,000	L.R. 209/4587, P.O. Box 41408, Nairobi.
Menengai Auctioneers Limited	200,000	L.R. 451/Sec. XXXVII/Plot 687, P.O. Box 95, Nakuru.
United Skyline Butchery Limited	40,000	—
Kani Safari Services Limited	100,000	—
Choice Centre Limited	100,000	L.R. No. 209/2437 Tom Mboys Street, P.O. Box 43776, Nairobi.
Gigiri (1976) Limited	30,000	L.R. No. 12308, P.O. Box 14947, Nairobi.
Kawan Enterprises (Kenya) Limited	2,000	L.R. No. 209/2389/10 Harritz Road, P.O. Box 19034, Nairobi.
Dealons Woodhouse (Kenya) Limited	50,000	L.R. No. 209/2567 Nginda Street, P.O. Box 73906, Nairobi.
Mutual Properties Limited	80,000	L.R. 209/4914 Esso House, Mama Ngina Street, P.O. Box 48068, Nairobi.
Capricorn Properties Limited	80,000	L.R. 209/4914, Esso House, Mama Ngina Street, P.O. Box 48068, Nairobi.

PRIVATE COMPANIES—(Contd.)

Name of Company	Nominal Capital Sh.	Address of Registered Office
McGuire Sales Promotion Limited	2,000	L.R. No. 209/6871 International House, Mama Ngina Street, P.O. Box 48448, Nairobi.
Nyeri Night Club and Hotel Limited	200,000	Plot No. 1085/85 Kimathi Street, P.O. Box 1336, Nyeri.
Mukundi Gatimu Limited	100,000	L.R. No. 209/2486/87 Biashara Road, P.O. Box 72327, Nairobi.
East African Underwriters (1976) Limited	200,000	—
Shamba Contractors Limited	50,000	Plot No. 63/XXIV Nkrumah Road, P.O. Box 80456, Nairobi.
Consociates Limited	10,000	Plot No. 209/4148 Dakar Road, P.O. Box 40746, Nairobi.
Theluji Enterprises Limited	100,000	Development House, Government Road, P.O. Box 41868, Nairobi.
Trinity Enterprises Company Limited	100,000	—

PUBLIC COMPANIES

Name of Company	Nominal Capital Sh.	Address of Registered Office
Kahinga Farmers Company Limited	300,000	Plot No. 3 & 1/IV Ngare Narok Road, Nyahururu, P.O. Box 83, Nyahururu.
Mutuini Development Company Limited	200,000	Mutuini Farm—Karen, P.O. Box 24644, Karen.

IT IS further notified that the following companies incorporated outside Kenya having established a place of business in Kenya have delivered particulars of registration:—

Name of Company	Nonimal Capital	Address of Registered Office
Edilconstruction Establishment	Sw. Frs. 50,000	Liechtenstein.
Vijay Tank and Vessel Private Limited	RS 5m	India.

19th October, 1976.

O. M. SAMEJA,
Assistant Registrar of Companies.

GAZETTE NOTICE No. 3224

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

AND

IN THE MATTER OF STONY ATHI ESTATE LIMITED
(Members' Voluntary Winding Up)

NOTICE OF APPOINTMENT OF LIQUIDATOR

Name of company.—Stony Athi Estate Limited.

Address of registered office.—P.O. Box 40612, Nairobi.

Registered postal address.—P.O. Box 40612, Nairobi.

Nature of business.—Not trading.

Liquidators name.—Frank Rooney.

Address.—P.O. Box 40612, Nairobi.

Date of appointment.—14th October, 1976.

By whom appointed.—Members.

Dated this 19th day of October, 1976.

F. ROONEY,
Liquidator,
P.O. Box 40612, Nairobi.

personally or by their advocates to come in and prove their debts or claims set out in such notice or in default thereof they may be excluded from the benefit of any distribution made before such debts are proved.

Dated this 19th day of October, 1976.

F. ROONEY,
Liquidator,
P.O. Box 40612, Nairobi.

GAZETTE NOTICE No. 3226

THE SOCIETIES RULES

(Cap 108, Sub. Leg.)

PURSUANT to rule 14 of the Societies Rules, notice is hereby given of the change of name of the society exempted from registration named in the Schedule hereto—

SCHEDULE

Pentecostal Assemblies of East Africa,
to
Pentecostal Assemblies of God.

Dated this 22nd day of October, 1976.

D. J. COWARD,
Registrar of Societies.

GAZETTE NOTICE No. 3225

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

AND

IN THE MATTER OF STONY ATHI ESTATE LIMITED
(Members' Voluntary Winding Up)

NOTICE is hereby given that at an Extraordinary General Meeting of Stony Athi Estate Limited held at Mansion House, Wabera Street, Nairobi on 14th October, 1976, the following was passed as a special resolution:—

"That the company be wound up voluntarily and that Frank Rooney of P.O. Box 40612, Nairobi be appointed Liquidator for the purposes of such winding up".

Notice is further given that the creditors of the above named company are required on or before 14th November, 1976, to send their names and addresses with full particulars of their debts or claims against the said company to the undersigned, the Liquidator of the said company, at P.O. Box 40612, Nairobi, and if so required by notice in writing from the said Liquidator

GAZETTE NOTICE No. 3227

THE SOCIETIES RULES

(Cap 108, Sub. Leg.)

PURSUANT to rule 14 of the Societies Rules, notice is hereby given of the change of names of the registered societies named in the Schedule hereto—

SCHEDULE

Mitaboni Funeral Association,
to
Mitaboni/Mua Hills Welfare Association.
Kenya Cashews Football Club,
to
Koroshio Football Club.

Dated this 22nd day of October, 1976.

D. J. COWARD,
Registrar of Societies.

GAZETTE NOTICE No. 3228

THE SOCIETIES RULES

(Cap 108, Sub. Leg.)

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;
- (b) the society listed in the Second Schedule hereto has been refused registration;
- (c) the registration of the society listed in the Third Schedule hereto has been cancelled; and
- (d) the society listed in the Fourth Schedule hereto has been exempted from registration,

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

FIRST SCHEDULE

Name of Society	Date of Registration
Administration Police Football Club	24-9-76
Kericho Post Office Football Club	24-9-76
Murang'a United Football Club	24-9-76
Mariru Football Club	24-9-76
Kamagambo Welfare Association Nakuru	24-9-76
Kakangutu West Association Nairobi	24-9-76
National Union of Kenya Muslims Makutano Branch	24-9-76
Konyango Majieri Association Kendu Bay Branch	24-9-76
Church of Saviours Diocese of Nyakoko, Nairobi Branch	24-9-76
Limuru Tea Football Club	28-9-76
Eastleigh Section II Mosque	28-9-76
Kenya Farm Management Association	28-9-76
Wanga Welfare Society	28-9-76
Migori Day and Night Club	28-9-76

SECOND SCHEDULE

Name of Society	Date of Refusal
Calvary Gospel Church	14-10-76

THIRD SCHEDULE

Name of Society	Date of Cancellation
Nyatigi Union	14-10-76

FOURTH SCHEDULE

Name of Society	Date of Exemption
Rangmanch (Theatre Arts)	19-10-76

Dated this 22nd day of October, 1976.

D. J. COWARD,
Registrar of Societies.

CORRIGENDA

Gazette Notice No. 2773 of 30th August, 1974, in so far as it relates to—

EITU MA MWENE

is cancelled.

Gazette Notice No. 502 of 14th February, 1975, in so far as it relates to—

GITHUNGURI SOCIAL CLUB

is cancelled.

Gazette Notice No. 1575 of 21st May, 1976, in so far as it relates to—

NAYA DEVELOPMENT SOCIETY

is cancelled.

Gazette Notice No. 1669 of 28th May, 1976, in so far as it relates to—

KARABONDI WELFARE ASSOCIATION

is cancelled.

Gazette Notice No. 3456 of 1st November, 1974, in so far as it relates to—

TAMA FAMILY WELFARE ORGANIZATION

is cancelled.

Dated this 22nd day of October, 1976.

D. J. COWARD,
Registrar of Societies.

GAZETTE NOTICE No. 3229

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 Minister named in the Schedule hereto has been licensed to celebrate Marriages under the provisions of such Act.

SCHEDULE

Denomination.—The Catholic Church, Kenya.

Name of Minister:—

Rev. Father Luigi Stuppner.

Dated at Nairobi this 21st day of October, 1976.

J. N. KING'ARUI,
Acting Deputy Registrar-General.

GAZETTE NOTICE No. 3230

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 Minister named in the Schedule hereto has been licensed to celebrate Marriages under the provisions of such Act.

SCHEDULE

Denomination.—The Full Gospel Churches of Kenya.

Name of Minister:—

Pastor Stephen Kiguru.

Dated at Nairobi this 21st day of October, 1976.

J. N. KING'ARUI,
Acting Deputy Registrar-General.

GAZETTE NOTICE No. 3231

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.—The Kenya Mennonite Church.

Name of Minister:—

Rev. Musa Adongo.

Rev. Nashon Arwa.

Dated at Nairobi this 21st day of October, 1976.

J. N. KING'ARUI,
Acting Deputy Registrar-General.

GAZETTE NOTICE No. 3232

THE TRADE UNIONS ACT

(Cap. 233)

PURSUANT to section 63 of the above-mentioned Act, notice is hereby given that the Union of Scientific, Research, Technical and General Employees (Kenya) registered as a trade union of 14th November, 1975, has changed its name to the Union of Scientific, Research, Technical and Allied Employees (Kenya) and such change of name has been duly registered in the Register of Trade Unions.

Dated this 16th day of October, 1976.

G. M. MWANIKI,
Assistant Registrar of Trade Unions.

GAZETTE NOTICE No. 3233

THE JUBILEE INSURANCE COMPANY LIMITED

P.O. Box 30376, Nairobi

LOSS OF RECEIPT BOOK

NOTICE is hereby given that the company's Receipt Book containing Receipt Nos. 3451-3460 (inclusive) has been reported lost by our agent. The company will not be responsible to any person holding any of these receipts for money paid thereunder or for any other financial loss.

K. S. DAWOOD,
Company Secretary.

GAZETTE NOTICE No. 3234

THE JUBILEE INSURANCE COMPANY LIMITED

(Incorporated in Kenya)

Head Office: P.O. Box 30376, Nairobi

LOSS OF POLICY

Life Policy No. 21955 in the name of Mansukhlal Dayashanker Rawal

NOTICE is hereby given that evidence of the loss or destruction of the policy has been submitted to the Company and any person in possession of the policy or claiming to have any interest therein, should communicate immediately by registered post with the Company. Failing any such communication within 30 days from the date hereof a certified copy of the policy (which shall be the sole evidence of the contract) will be issued.

K. S. DAWOOD,
Company Secretary.

GAZETTE NOTICE No. 3235

THE JUBILEE INSURANCE COMPANY LIMITED

(Incorporated in Kenya)

Head Office: P.O. Box 30376, Nairobi

LOSS OF POLICY

Life Policy No. 36643 in the name of Mrs. Agnes Musumba w/o Salvester Aluku

NOTICE is hereby given that evidence of the loss or destruction of the policy has been submitted to the company and any person in possession of the policy or claiming to have any interest therein, should communicate immediately by registered post with the company. Failing any such communication within 30 days from the date hereof a certified copy of the policy (which shall be the sole evidence of the contract) will be issued.

K. S. DAWOOD,
Company Secretary.

GAZETTE NOTICE No. 3236

THE OLD MUTUAL

South African Mutual Life Assurance Society (Incorporated by Act of Parliament in South Africa with limited liability)

P.O. Box 30059, Nairobi, Kenya

LOSS OF POLICIES

Policy Nos. 1400897/1439962/1439963/1439964/1439965/1439966 for Sh. 4,000/Sh. 2,540/Sh. 2,480/Sh. 2,419/Sh. 2,360/Sh. 2,310 dated 28.5.58/1.10.58/1.10.58/1.10.58/1.10.58/1.10.58 on the life and the property of Hemant Balkrishna Kelshiker.

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

M. A. GRUNEBERG,
Manager for East Africa.

GAZETTE NOTICE No. 3237

THE PAN AFRICA INSURANCE COMPANY LIMITED

MOMBASA

(Incorporated in Kenya)

LOSS OF POLICY

Policy No. 52720 for Sh. 4,000 on the life of Mrs. Catherine Nyambura, A.C. Githambo School, P.O. Box 221, Murang'a, Kenya.

NOTICE having been given of the loss of the above-numbered policy, its duplicate will be issued unless objection is filed with the undersigned within one month from the date hereof.

Mombasa,
12th October, 1976.

M. D. NAVARE,
Executive Director,
P.O. Box 90383, Mombasa.

GAZETTE NOTICE No. 3238

THE COUNTY COUNCIL OF BARINGO

NOTICE

Rates—1976

PURSUANT to the provision of section 15 of the Rating Act, (Cap. 267 of the Laws of Kenya), notice is hereby given that the County Council of Baringo has levied the following rates for 1976:—

(a) On the unimproved site value of the land appearing in the Valuation Rolls and Public Land Valuation Rolls in respect of the following areas:—

	Rates Levied
Kabarnet and Eldama Ravine Township ...	4½ per cent
Mogotio, Kampi ya Samaki and Kabartonjo Markets ...	3½ per cent

(b) A rate of 75 per cent on the annual rental value of all the agricultural land appearing in the Rating Rolls for the Eldama Ravine Rural Area for the year 1976;

(c) A graduate rate as follows:—

	K.Sh.
On the first 20 acres ...	50.00 minimum per annum
From 21 to 100 acres ...	00.75 per acre per annum
From 101 to 500 acres ...	00.66 per acre per annum
From 501 to 1500 acres ...	00.54 per acre per annum
From 1501 to 5000 acres ...	00.18 per acre per annum
Remaining acreage ...	00.06 per acre per annum

On all land within Baringo District; designated as forest area by the Legal Notice No. 174/64.

The above rates became due on 1st January, 1976, and were payable on 1st March, 1976. In accordance with section 16 (3) of the Rating Act (Cap. 267 Laws of Kenya), interest shall be charged at the rate of one per centum per mensem, or any part thereof, on the rates remaining unpaid on 30th April, 1976, (a part of the month shall be reckoned as whole month for the purpose.)

It is further notified for the information of the Rate payers that whilst every effort has been made to deliver to every person liable a demand note stating the amount due, failure to do so, will not be held to absolve the rate payer from any liability or penalty attaching to non-payment of rates as stated above.

W. K. CHEBOIWO,
Clerk of the Council.

GAZETTE NOTICE No. 3239

THE KISUMU COUNTY COUNCIL

DRAFT SUPPLEMENTARY VALUATION ROLL, 1976

NOTICE is hereby given that the 1976 Draft Supplementary Private Land Valuation Roll in respect of Muhoroni, Koru, Kibigori, Maseno and Ahero Townships have been laid before the full Council meeting in compliance with provisions under section 9 of the Valuation for Rating Act (Cap. 266) and are now available at the offices of the Clerk to Council for public inspection during normal office hours.

In pursuance of section 10 (1) of the Valuation for Rating Act, any person aggrieved—

(a) by inclusion of any rateable property in or by the omission of any rateable property from the said Supplementary Valuation Roll; or

(b) by any valuation ascribed in any Draft Valuation Roll to any rateable property, or any other statement made in the same with respect to any rateable property,

may lodge an objection in writing to the Clerk to Council, Kisumu, at any time before the expiration of 28 days from the date of the publication of this notice.

Any such objection shall be made in writing in pursuance of section 10 (1) of the said Act.

No person shall be entitled to lodge any objection before a Valuation Court unless he/she shall have first lodged such notice of objection as aforesaid.

W. A. OPIYO,
for Clerk to the Council,
Kisumu County Council.

GAZETTE NOTICE No. 3163

THE NANYUKI TOWN COUNCIL THE VALUATION FOR RATING ACT (Cap. 266)

THE SUPPLEMENTARY VALUATION ROLL, 1975

PURSUANT to the provisions of section 9 (3) of the Valuation for Rating Act (Cap. 266), notice is hereby given that the Supplementary Valuation Roll for 1975, has been laid before a meeting of the Town Council of Nanyuki as required by section 9 (2) of the same Act.

Notice is further given that the said Supplementary Valuation Roll is open for inspection in the Office of the Town Clerk during ordinary working hours.

Any person who is aggrieved by—

(a) the inclusion of any rateable property in, or by the omission of any rateable property from the said roll; or

(b) any value ascribed in the said Draft Supplementary Valuation Roll to any rateable property, or by any other statement made or omitted to be made in the same with respect to any rateable property.

may lodge an objection with the Town Clerk at any time before the expiration of twenty-eight days from the date of publication of this notice.

No person shall be entitled to urge any objection before a Valuation Court unless he has first lodged such notice of objection as aforesaid.

H. M. I. GICHURU,
Town Clerk/Treasurer,
Town Hall,
P.O. Box 156, Nanyuki.

Nanyuki,
8th October, 1976.

GAZETTE NOTICE No. 3240

MINISTRY OF WORKS

TENDER NOTICE No. 93/76

TENDERS are invited for the supply of Light, Medium and Heavy Diesel Engine Wheeled Tractors during the year ending 31st December, 1977.

Prices quoted must be in Kenya currency and must include duty and sales tax and must remain firm during the period of contract.

Tenders must be enclosed in a plain sealed envelope marked "Tender No. 93/76: Diesel Engine Wheeled Tractors" and addressed to reach the undersigned, P.O. Box 30346, Nairobi, or be placed in the Tender Box at the entrance to the Main Office Block, Supplies Branch, Likoni Road, Nairobi, not later than 10 a.m. on 12th November, 1976.

Tender documents giving full details are available from the above address on written application.

The Government is not bound to accept the lowest or any tender and reserves the right to accept a tender in whole or in part unless a tenderer expressly stipulates to the contrary.

D. C. KUNGU,
Officer-in-Charge, Supplies Branch,
for Permanent Secretary/Engineer-in-Chief.

GAZETTE NOTICE No. 3241

MINISTRY OF WATER DEVELOPMENT

SUPPLY TENDER No. 3/76-77

Supply of Water Pumps, Engines and Generators

(Readvertisement)

TENDERS are invited for the supply of Water Pumps, Engines and Generators.

Price quoted must be in Kenya shillings, duty paid and include sales tax and must be for delivery to the office of the Director, Ministry of Water Development, Stores, Nairobi. Prices must be firm for 60 days after the closing date of this tender.

Tender documents giving full details of conditions, specifications and instructions may be obtained from the Registry Services, Room No. B6, in the office of the Director, Workshop Road, Nairobi.

Tenders must be enclosed in plain envelopes and marked clearly "Supply Tender No. 3/76-77", addressed to reach the Director, Water Department, P.O. Box 30521, Nairobi, on or before 12th November, 1976, at 10 a.m., or may be placed in "Tender Box" provided in Room No. B6 of the Main Registry of Ministry of Water Development, Workshop Road, Nairobi.

It is strongly emphasized for tenderers' benefit that any tender not correctly addressed and endorsed will be rejected. Similarly any tender received after the stated time and date will not be considered. Further it is emphasized strongly that no other markings such as the name of the tenderer or his return address should appear on the envelope and failure to observe this rule will cause the tender to be rejected.

The Government will not entertain any correspondence on the rejected tenders.

The Government is not bound to accept the lowest or any tender and reserves the right to accept any tender in whole or in part unless the tenderer expressly stipulates to the contrary.

E. A. NGUNYA,
Director, Water Department,
Ministry of Water Development.

GAZETTE NOTICE No. 3242

MINISTRY OF DEFENCE

TENDERS

TENDERS are invited for the manufacture/supply of the following items to the Armed Forces for the period 1st November, 1976 to 30th June, 1978:—

Tender No. MOD/411/1 (38) 76/78.—P.T. vests, red and white.

Tender No. MOD/411/1 (40) 76/78.—Storage rackings.

Tender No. MOD/411/1 (41) 76/78.—Tables, G.S., with folding legs.

Tender No. MOD/411/1 (42) 76/78.—Boots, rubber, calf.

Tender No. MOD/411/1 (43) 76/78.—Aerosol insecticide dispensers.

Tender No. MOD/411/1 (44) 76/78.—Aircraft batteries.

Tender forms showing details of quantities and specifications may be obtained from SO I Supply, Ministry of Defence, Ulinzi House, P.O. Box 40668, Nairobi.

Completed tender documents must be enclosed in separate, plain envelopes, marked with the tender numbers and addressed to SO I Supply at the above address or be deposited in the Tender Box in Ulinzi House, First Floor, so as to reach the SO I Supply, not later than 1400 hours (2 p.m.) on Tuesday, 16th November, 1976.

The Armed Forces are not bound to accept the lowest or any tender and reserves the right to accept any tender in full or in part unless a tenderer expressly stipulates to the contrary.

GAZETTE NOTICE No. 3243

THE KITUI DISTRICT

TENDERS FOR 1977

TENDERS are invited for supply of fuel to all Government Departments and Health Centres in Kitui District for the calendar year 1977.

Application forms are available at District Commissioner's office, Kitui. Tenders should be submitted in plain sealed envelopes marked "Kitui District Tender, 1977", to the District

Commissioner, P.O. Box 1, Kitui, and should reach him on or before 31st October, 1976.

The current conditions governing the Government contract in all cases will apply and the Government has no obligation to accept the lowest or any of the tenders.

F. T. OLWANDE,
District Commissioner, Kitui.

GAZETTE NOTICE No. 3244

THE COUNTY COUNCIL OF BARINGO
TENDERS

TENDERS are invited for the supply of materials and sundries during the year commencing 1st January, 1977, including the following:—

- (a) Stationery and Office Requisites.
- (b) Sundry hardware, pipes, fittings, labourers' tools, window glasses.
- (c) Protective clothing and uniforms.
- (d) Cement, building stones and sand.
- (e) Paints.
- (f) Washing soap in bars.
- (g) Timber (including door-frames and flush doors.)
- (h) Fuel, Oil and Lubricants.
- (i) Vehicle Spares and Accessories.
- (j) New Tyres.
- (k) Retread Tyres.
- (l) Eveready Torch Cells.
- (m) Veterinary drugs and vaccine.

Forms of Tender and full particulars may be obtained from the undersigned on payment of K.Sh. 20.

The closing date for receipt of tenders is noon on Saturday 27th November, 1976.

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

W. K. CHEBOIWO,
Clerk of the Council.

GAZETTE NOTICE No. 3245

THE TRANSFER OF BUSINESSES ACT
(Cap. 500)

NOTICE is hereby given that the business carried on by Joseph Nyagi Kamau under the firm name and style of "Lilian Provision Store" on Plot No. 37/366/7 Muthaiti/Ngamghi Road, Nairobi West, Nairobi, has with effect from the 21st day of October, 1976, been sold and transferred to Catherine Gitui who will carry on the said business in the same premises as aforesaid.

The address of the transferor is P.O. Box 75955, Nairobi.

The address of the transferee is P.O. Box 11062, Nairobi.

All debts due and owing by the transferor in respect of the said premises up to and including the 21st day of October, 1976, will be received and paid by the transferor. The transferee is not assuming nor does she intend to assume liabilities incurred by the transferor in the said business up to and including the 21st day of October, 1976.

G. B. M. KARIUKI,
Advocate for the Transferor and the Transferee.

GAZETTE NOTICE No. 3246

THE TRANSFER OF BUSINESSES ACT
(Cap. 500)

NOTICE is hereby given that the business of bar carried on by Messrs. Kamau Irumbi, Mwangi Macharia, M. G. Mwangi and John Gachuhu of Plot No. 209/1717 known as Thathini Blue Bar, Ngara Limuru Road, Nairobi has with effect from the 1st day of October 1976, been sold and transferred to Messrs. Maina Gikuihi, Kiganjo Gakuru, Mwangi Ndiriti, Gichia Maigua and Maina Wambugu who will carry on the said business under the same name at the same place.

The address of the transferors is P.O. Box 28595, Nairobi.

The address of the transferee is P.O. Box 74280, Nairobi.

The transferees are not assuming nor do they intend to assume any liability incurred by the transferors in the said business up to and including 30th September, 1976, and the same will be paid and discharged by the transferors and likewise all debts due to the transferors up to and including the 30th September,

1976, will be received by the transferors and the transferors do not assume nor do they intend to assume any liability incurred in the said business after the 1st day of October, 1976.

Dated at Nairobi this 18th October, 1976.

GAUTAMA & KIBUCHI,
Advocates for the Transferors and the Transferees.

GAZETTE NOTICE No. 3247

THE TRANSFER OF BUSINESSES ACT
(Cap. 500)

NOTICE is hereby given that the business of marine electronic engineers carried on by Roy William Marshall under the name and style of Marine Electronic and Gyro-compass Engineers at Plot No. 37, Kilindini Road, Section XIX, Mombasa has been sold and transferred as from 1st day of September, 1976, to International Aeradio (E.A.) Ltd. of P.O. Box 19012, Nairobi, who will carry on the same business at the same place.

The address of the transferor is P.O. Box 90543, Mombasa.

The address of the transferee is P.O. Box 19012, Nairobi.

The transferee does not assume nor does it intend to assume any of the liabilities incurred by the transferor in the said business and the same will be paid and discharged by the transferor up to and including the 31st day of August, 1976. All debts due and owing by the transferor in respect of the said business up to and including the 31st day of August, 1976, will be paid by the transferor and likewise all debts due to the transferor up to and including the 31st day of July, 1976, will be received by the transferor.

Dated at Nairobi this 4th day of October, 1976.

ROY WILLIAM MARSHALL,
Transferor,
INTERNATIONAL AERADIO (E.A.) LTD.,
Transferee.

GAZETTE NOTICE No. 3248

THE TRANSFER OF BUSINESSES ACT
(Cap. 500)

NOTICE is hereby given that the business of boarding house, bar, restaurant and night club carried on by Peter Kamau, Phillip Gachoka, Nimrod Maina, Nimrod Muriu, Simeon Randiak, Ben Gakoyo, Hezron Karanja, Charles Mwangi and Samson Kegengo Ongari at Plot No. 209/1848, Muranga Road, Nairobi under the firm name and style of Quick Silver Day and Night Club formerly known as Brilliant Hotel has with effect from the 11th day of October, 1976, been sold and transferred to Daulatkham Hassanali Ahamed Jushuf and Iftekhar Hussein Hassanali Ahamed Jushuf both of P.O. Box 41280 Nairobi who will carry on the said business at the same place under the same name of Quick Silver Day and Night Club.

The address of the transferors is P.O. Box 27004, Nairobi.

The address of the transferees is P.O. Box 41280, Nairobi.

The transferees are not assuming nor do they intend to assume any of the debts or liabilities incurred in the said business by the transferors up to and including the 10th day of October, 1976 and the same will be paid and/or discharged by the transferors; and likewise all debts due to the transferors up to and including the said 10th day of October, 1971 will be received by the transferors.

VERJEE & VERJEE
Advocates for the Transferors, and Transferees.

GAZETTE NOTICE No. 3249

NOTICE OF CHANGE OF NAME

I, Ngugi Njuguna of P.O. Box 74596, Nairobi in the Republic of Kenya, hereinbefore called and known as Zachary Gerald Ngugi, hereby give notice that by a deed poll dated 19th day of July, 1976, duly executed by me, I formally and absolutely renounced and abandoned the use of my former name Zachary Gerald Ngugi and in lieu thereof assumed and adopted the name of Ngugi Njuguna for all purposes and I hereby authorize and request all persons to designate describe and address me by such assumed name of Ngugi Njuguna only.

NGUGI NJUGUNA,
formerly Zachary Gerald Ngugi.

GAZETTE NOTICE No. 3250

EAST AFRICAN COMMUNITY
EAST AFRICAN CUSTOMS AND EXCISE DEPARTMENT

NOTICE is hereby given that the undermentioned goods will be sold by Public Auction in the Customs Warehouse, Kilindini on the 4th and 6th December, 1976, if not cleared before then:—

PHILIP M. MULILI,
Chief Collector of Customs and Excise Department,
Mombasa.

UNENTERED GOODS LYING IN THE CUSTOMS WAREHOUSE FOR OVER TWO MONTHS

W.E.K. No. and Date	Ship's Name	Date	Marks and Numbers	Description of Goods
170/26-7-76	Jala Jyoti	21-5-76	GD/960 Ken AF/Jute 74/8060-A Tanga Dsm. 401-500 DE/11/4/76. Buntex SW 600 ONC Goma via Mombasa.	99 bales hessian cloth. 28 bales hessian cloth.
177/22-9-76	EC 939	27-8-76	AWB -/-/098-21831202	1 package spare parts for fork-lift.
178/22-9-76	EC. 935	26-8-76	AWB -/-/094-7152020	1 package textile machinery parts.
173/31-5-76	State of Kutch ..	13-3-76	Herman Juchmes Arua Uganda Dest Mombasa Bags 2, 6, 16, 19, NIL, NIL.	3 cases machinery parts. 6 bags machinery parts.
387/26-5-75	Vishva Marg	2-12-74	NIL The Kenya United Steel Co. Ltd., P.O. Box 90550, Mombasa.	3 drums chemicals; 2 cases machinery parts. 1 crate cistern.
171/26-7-76	Lecozavodsk	27-4-76	NIL	3 pieces steel bars.
172/26-7-76	Vishva Raksha ..	25-5-75	NIL Prabhat I.A.T.S. Lagos -/-/106 ..	1 bundle or coil wire.
174/26-7-76	Vishva Lalita ..	15-5-76	NIL	1 bundle spring.
172/26-7-76	Vishva Raksha ..	25-5-76	NIL Gemini 77/75 V.T.M.L. Nairobi via Mombasa No. 6.	1 piece steel pipe. 1 bundle steel poles.
			S.B.S.M. I Ltd., Kisumu Kenya via Mombasa.	1 package or case pipe fittings.
			Derwick Ltd., c/o Standard Bank Treasury Square Mombasa E. Africa.	1 package or case wasp pump.
			Tom/S Pharmadex (E.A.) Co. Ltd., P.O. Box 72788 Nairobi/Kenya 12/13	11 cases vitamin C.
			Firstsecy Commercial High Commiss/ NA of India Kenya PF-Mombasa.	2 cases harmless medicine.
			Kicomi Expt. 571/75 Kisumu via Msa. -/-/1.	1 case books.
159/26-7-76	Strathirvine ..	22-4-76	K.B. Nairobi via Mombasa 71/79 ..	1 case machinery parts.
170/26-7-76	Jala Jyoti	21-5-76	S.R.M. 493 Tanga White Paint on one end.	9 cases m.v. parts. 3 bundles steel ingots.
163/26-7-76	Author	28-4-76	Top Furnishing House Ltd., Nairobi via Msa. E/SR 5533 -/-/533.	1 bale campel sample book.
172/26-7-76	Vishva Raksha ..	25-5-76	Karachiwalla Ltd., Mombasa No. 1 ..	1 case hand tools.
147/26-7-76	Mormacglen ..	13-5-76	CW/G/41/76 Tramae Port of Spain Trim. Pad via Comsol Case No. 1058, 1055.	94 bags animal feeds. 2 pieces iron bars.
			NIL Marks	4 rolls wool.
			Smith O/No. 9282 02869-00 Cust No. 8141676 Msa.	1 case electrical requisites.
			CPEA Nairobi via Mombasa, P.O. No. 1126 Item No. 27 Itallow	1 drum chemicals.
176/26-7-76	Thorshope	25-4-76	NIL Marks	1 carton bandages.
247/29-12-75	Helleinic Sea ..	4-10-75	NIL Marks	6 bales secondhand clothing.
432/24-2-75	Legnica	12-10-74	NIL Marks	1 carton papers.
175/26-7-76	Bratsk	13-5-76	NIL Marks The Old East African Trading Co. Ltd., Tom Mboya Street, P.O. Box 30013, Nairobi.	34 cartons pieces fluorescent tube holders. 1 wooden case spare parts.
180/28-9-76	EC 907	1-9-76	AWB -/-/220-57664305	1 package machinery spare parts.
179/1-10-76	EC 661	4-9-76	AWB -/-/053-12282502	2 packages lino and edging.
181/26-7-76	Vishva Marg ..	24-4-76	SGC 1331 Mombasa Nos. 15790, 15791 15809, 15810.	4 cases surgical goods.
343/2-2-76	C. Macintosh ..	11-11-75	Mumias Sugar Project, Mombasa -/-/ 3545.	1 case machinery parts.
337/1-3-76	Westland	31-12-75	CW/H/1-1	1 carton water heater.
182/26-7-76	C. Macinnes ..	19-4-76	Med/434/74 Kimadia Bhagdad via Aquaba.	1 carton medicament.
183/2-12-74	Harambee	17-9-74	NIL or PH 85 WSR Reqn. 13474 CA EAR Nrb. via Msa. Ind 73020/74 S. 5680/7 -/-/2635.	4 drums chemicals. 1 case machinery parts.
183/26-7-76	Charlotte Lykes ..	4-4-76	T/Cat Tractor JDDO/Arapa PC -/-/4 ..	1 piece machinery part.
23/29-3-76	Lutetian	31-1-76	T.E. Tanga via Mombasa -/-/ 19 ..	1 case chemicals.
			T.E. Dar es Salaam via Mombasa -/-/ 16.	1 case chemicals.
184/30-8-76	Hellenic Hero ..	21-6-76	T.E. Mengo via Mombasa -/-/ 18 ..	1 case chemicals.
			Motor N/R 250003354 Chassis No. 273134 287.	1 unpacked used opel saloon one key.
295/2-2-76	Apostolos K ..	21-11-75	CW/H	1 crate plastic material.
57/26-4-76	Vindafjord ..	16-2-76	Nanyuki Textile Mills Ltd., P.O. Box 115, Nanyuki Kenya.	1 wooden case containing pump and spares
185/30-8-76	State of Kutch ..	23-6-76	NIL	5 cases pipe wrench.
51/26-4-76	State of Orissa ..	18-2-76	NIL To Kinyala Sugar Project, Ministry of Agriculture, Kinyala near Masindi, Bunyoro District, Uganda via Mombasa.	13 pieces loose springs. 4 pieces motor vehicle parts. 1 crate machinery parts.

UNCLAIMED GOODS LYING IN THE CUSTOMS WAREHOUSE FOR OVER TWO MONTHS

Consecutive No.	Owner	Ship's Name	Description of Goods
Q.77/16-9-76	Rwanden Kigali Rwanda vis Msa. US Aid Mission to Kenya, Box 30261 Nairobi (K).	Unknown	1 case wash basins.
	NIL	Unknown	1 case containing methyl alcohol and correction fluid.
	Batk Nairobi via Mombasa	Unknown	1 pallet strapping metal.
	S.G. & CH Harmburg 90137/1	Unknown	1 case rolls paper.
	Coates Nairobi via Mombasa	Unknown	1 case cylinder lids.
	Warrens NT/109/75 Nairobi via Mombasa.	Unknown	1 pallet chrome etch No. 9.
	U E B Serial No. 51863 O/MO A6778 Kampala via Mombasa.	Unknown	1 wooden drum cable wire.
Q.78/21-9-76	NIL	Unknown	1 case machinery parts.
Q.79/21-9-76	NIL	Unknown	1 case rolls belting material.
	NIL	Unknown	1 case machinery parts; 1 case empty gas cylinders.
Q.80/29-9-76	NIL	Unknown	1 piece tractor tyre; 1 bundle jotta coir; 1 case personal effects; 3 cartons floor tiles; 3 loose tyres; 1 carton orange squash; 1 carton tinned crabs; 1 case motor vehicle parts; 7 cartons tinned food; 1 case nails; 1 drum chemicals; 2 bundles ropes; 2 rolls rubber; 1 case welding electrodes.
			3 cartons powdered milk; 6 coils wire; 12 reels paper; 1 reel cellulose paper; 2 bales paper; 1 case colour dispenser; 1 tyre; 1 bag wax; 1 roll fencing wire; 1 bag hardware; 102 bags hardner powder; 4 g/bags wax; 7 bags hoes; 30 bags "gilso- nite" chemicals; 7 bundles rubber strips; 1 can essential oil; 2 cartons "white ways"; export cyder; 1 carton brandy (Naffi); 8 loose tyres; 6 loose tyres; 1 bale pipe fittings; 1 loose motor vehicle spring; 3 cartons margarine; 3 bales paper; 1 roll toilet paper; 2 cases fork hoes; 2 pallets powdered milk; 1 carton omo soap; 1 carton tinned food; 5 bales newspapers; 2 loose tyres; 2 loose tyres; 1 tyre; 1 tyre; 3 cartons soap; 1 carton soap; 1 bale second-hand clothing; 1 trunk personal effects; 1 carton martin wine; 2 cartons whisky; 3 cartons liqueur, wine, cyder; 3 cartons mixed items; 1 carton lids; 6 bales newspapers; 1 carton liqueur.
Q.81/30-9-76	NIL	Unknown	2 bags beans; 8 bundles motor vehicle springs; 5 bags cinamon; 1 bundle pipes; 1 carton electric bulbs; 1 bundle wine; 1 carton medicine; 1 case chemicals; 1 motor vehicle spring.
Q.82/7-10-76	NIL	Unknown	12 bags chemicals; 4 cases blood slides; 2 cartons "Trufoods" tinned food; 1 carton champagne; 2 parcels cloth; 1 carton nails; 1 bale files; 1 carton wine; 1 carton liqueur; 1 carton mining equipment; 8 bundles plough parts; 11 bundles motor vehicle springs; 2 bundles hand tools; 1 case leather discs; 1 bag hardware; 1 case carboic soap.
Q.83/4-10-75	NIL	Unknown	2 pieces suiting material; 1 pallet plastic mouldings.

SEIZED CARGO LYING IN THE CUSTOMS WAREHOUSE FOR OVER TWO MONTHS

Seizure Notice and Date	Description of Goods
KLI S/N 13135/20-9-76	3 cases Mazda vehicle parts and/or accessories.
TVT 163/76 S/N 16082/25-9-76	1 parcel Malaraquine.
MAP S/N 14642/6-10-76	1 suitcase S.T.C. 72 tins beer.

BONDED GOODS LYING IN THE CUSTOMS WAREHOUSE FOR OVER TWO MONTHS

Bond No.	Entry Number and Date	Marks and Numbers	Description of Goods
11	Whg. 44-51 of 17-6-74	Continental Industries, Box 81244 Msa.	8 cartons watch parts.
31	Re: Whg. 44 of 5-2-74	Bantan Plant Sales Ltd., Box 3964 Nbi. (K).	20 cartons bazoos motor vehicles.
31	Re: Whg. 45 of 5-2-74	I E S I A C A 1-2	2 cases ball point pens.

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