



# THE KENYA GAZETTE

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## CORRIGENDA

IN Gazette Notice No. 2506, page 918, dated 20th August, 1976, *amend* in item 3, the address of the Coast Auto Spares Ltd. to read P.O. Box 83529, Mombasa.

IN Gazette Notice No. 3149 of 22nd October, 1976, delete the following entries:—

Registration No.	Name
11140	Kiptogot Farmers Company Limited.
12769	Haraka Enterprises Limited.
12987	Weu Limited.
13410	Marine Foods Kenya Limited.

GAZETTE NOTICE No. 3251

## PUBLIC SERVICE COMMISSION OF KENYA

## APPOINTMENTS

GEORGE HERMAN MWANGI, to be District Commissioner II, Bungoma District, Western Province, with effect from 31st July, 1976.

DAVID AMAHWA MULAMA, to be District Commissioner I, Busia District, Western Province, with effect from 7th August, 1976.

ERNEST ANDOLI MUNALI, to act as District Commissioner II, Garissa District, North-Eastern Province, with effect from 20th April, 1976.

JOEL KALUNA INGONGA, to act as District Commissioner II, Marsabit District, Eastern Province, with effect from 3rd June, 1976.

MANASSEH NJUGUNA KABUGI, to act as District Commissioner II, Kisii District, Nyanza Province, with effect from 1st July, 1976.

FRANCIS KIMANI NJORGE, to be District Officer, Nyeri District, Central Province, with effect from 5th November, 1975.

PHILIP FREDRICK ALUBBE, to be District Officer, Kericho District, Rift Valley Province, with effect from 15th March, 1976.

GEORGE NJENGA MIINGI, to be District Officer, Nairobi Area, with effect from 15th April, 1976.

JOHN BULUKU NABALI, to be District Officer, Nyeri District, Central Province, with effect from 12th June, 1976.

HAGGAI JACOB KWENDA, to be District Officer, Baringo District, Rift Valley Province, with effect from 28th June, 1976.

MOSES LIDODO INDIAZI, to be District Officer, Meru District, Eastern Province, with effect from 3rd August, 1976.

WILLIAM KIBILO ARAP CHEBELYON, to be District Officer, Kitui District, Eastern Province, with effect from 3rd August, 1976.

DAVID OKENYE NYASIMI, to be District Officer, Embu District, Eastern Province, with effect from 9th August, 1976.

SULEMAN RASHID SHAKOMBO, to be District Officer, Embu District, Eastern Province, with effect from 16th August, 1976.

PHILIP PAUL SIEMA, to be District Officer, Kapenguria District, Rift Valley Province, with effect from 18th August, 1976.

FREDRICK CHRISTOPHER KARUMBA WAIGANJO, to be District Officer, Busia District, Western Province, with effect from 20th August, 1976.

FRANKLIN ANDREW NJAGE, to be District Officer, Nairobi Area, with effect from 25th August, 1976.

DUNCAN BENEDICT MBARIA MAINA, to be District Officer, Narok District, Rift Valley Province, with effect from 1st September, 1976.

HARRIS KIBATHI THUO, to be District Officer, Kitui District, Eastern Province, with effect from 6th September, 1976.

JIMMY GERSHOM NYABWA, to be District Officer, Bungoma District, Western Province, with effect from 7th September, 1976.

JOSEPH GEORGE WAMUKOYA KADIMA, to be District Officer, Tana River District, Coast Province, with effect from 11th September, 1976.

AGGREY KHATIMBA MANGUSU MUDINYU, to be District Officer, Tana River District, Coast Province, with effect from 11th September, 1976.

KITTS BARACKSON OGARA OKECH, to be District Officer, Narok District, Rift Valley Province, with effect from 11th September, 1976.

WALLACE CHEGE GAKUO, to be District Officer, Meru District, Eastern Province, with effect from 16th September, 1976.

MAURICE OLUOCH YONAH GER, to be District Officer, Kajiado District, Rift Valley Province, with effect from 17th September, 1976.

## REVERSIONS

ERNEST ANDOLI MUNALI, ceased to act as District Commissioner II, Garissa District, North-Eastern Province, with effect from 26th May, 1976.

JOEL KALUNA INGONGA, ceased to act as District Commissioner II, Marsabit District, Eastern Province, with effect from 26th July, 1976.

## CORRIGENDUM

The names JOHN JOSEPH KARANIA MBUGUA as published in the Kenya Gazette Notice No. 2024 of 9th July, 1976, should be amended to read as follows:—

JOSEPH JOHNSON KARANIA MBUGUA.

By Order of the Commission.

Dated this 29th day of October, 1976.

D. G. KIMANI,

*Secretary,  
Public Service Commission of Kenya.*

GAZETTE NOTICE No. 3252

## THE MASAKU COUNTY COUNCIL

## (ATHI RIVER URBAN COUNCIL

## THE LOCAL GOVERNMENT REGULATIONS, 1963

## NOTICE

NOTICE is hereby given for the general information of the public that the Athi River Urban Council under regulation 148 of the Local Government Regulations, 1963 has with the approval of the Minister for Local Government levied the following fees and charges in Athi River Urban Council area of jurisdiction with effect from 1st January, 1975.

Item	Charge
Sewerage charges ...	Sh. 4 per 1,000 gallons consumed.

By Order of Athi River Urban Council.

Dated this 1st day of January, 1975.

G. K. MULLI,  
*for Clerk to the Council.*

R. S. MATANO,  
*Minister for Local Government.*

GAZETTE NOTICE No. 3253

## THE OATHS AND STATUTORY DECLARATIONS ACT

(Cap. 15)

## A COMMISSION

*To All To Whom These Presents Shall Come, Greeting:*

BE IT known that on the 17th day of September, 1976,—

## PRAVIN KUMAR BOWRY

an advocate of the High Court of Kenya, was appointed to be a Commissioner for Oaths under the above-mentioned Act for as long as he continues to practise as such advocate and this Commission is not revoked.

Given under my hand and the Seal of the Court, this 17th day of September, 1976, at Nairobi.

JAMES WICKS,  
*Chief Justice,  
High Court of Kenya.*

## GAZETTE NOTICE No. 3254

THE OATHS AND STATUTORY DECLARATIONS ACT  
(Cap. 15)

A COMMISSION

*To All To Whom These Presents Shall Come, Greeting:*

BE IT known that on the 17th day of September, 1976—

DILIPSINH PRABHATSINH MAHINDA

an advocate of the High Court of Kenya, was appointed to be a Commissioner for Oaths under the above-mentioned Act for as long as he continues to practise as such advocate and this Commission is not revoked.

Given under my hand and the Seal of the Court, this 17th day of September, 1976, at Nairobi.

JAMES WICKS,  
*Chief Justice,  
High Court of Kenya.*

## GAZETTE NOTICE No. 3255

## THE ADVOCATES ACT

(Cap. 16)

NOTICE

PURSUANT to regulation 13 (3) of the Advocates (Admission) Regulations (Cap. 16, Sub. Leg.) it is hereby notified that an examination to be passed by applicants for admission to the Roll of Advocates under section 12 (1) (ii) of the Act, will be held in Nairobi at the Kenya School of Law, Ralph Bunche Road, from Monday, 6th December, 1976, to Thursday, 9th December, 1976.

Dated this 26th day of October, 1976.

N. J. MONTGOMERY,  
*Secretary,  
Council of Legal Education.*

## GAZETTE NOTICE No. 3256

## THE ADVOCATES (ADMISSION) REGULATIONS

(Cap. 16, Sub. Leg.)

PURSUANT to regulation 20 of the Advocates (Admission) Regulations, it is hereby notified that —

JOSEPH QUINCEY MBEWA

has complied with the provisions of section 12 of the Act as to pupillage and the passing of examinations, subject to such exemptions as may have been granted under subsection (2) of that section.

Dated this 2nd day of November, 1976.

N. J. MONTGOMERY,  
*Secretary,  
Council of Legal Education.*

## GAZETTE NOTICE No. 3257

MINISTRY OF POWER AND COMMUNICATIONS  
AERODROMES DEPARTMENT

## THE WATER ACT

(Cap. 372)

NOTICE

NOTICE is hereby given under section 124 of the Water Act that the Director of Aerodromes, P.O. Box 19001, Embakasi, Nairobi intends to apply to the Minister for Water Development within a period of not more than 90 nor less than 60 days from the date of publication of this notice for appointment as the Water Undertaker for the undermentioned water supply.

## AERODROMES WATER SUPPLY

Plans showing the proposed limits of supply for the undertaking may be seen at the office of the Director of Aerodromes, Nairobi Airport, or at the office of the Director of Water Development, Workshop Road, Nairobi.

Representations of the application may be made by letter addressed to the Minister for Water Development, P.O. Box 49720, Nairobi, on or before the expiration of 90 days, from the date of publication of this notice.

A. M. NDERI,  
*Director of Aerodromes.*

## GAZETTE NOTICE No. 3258

## THE REGISTRATION OF TITLES ACT

(Cap. 281, section 65 (1) (h))

## REGISTRATION OF INSTRUMENT

WHEREAS Husan Chand Sharma and Saty Devi Sharma both of P.O. Box 90121 Mombasa are the registered proprietors as Lessees of all that piece of land comprising one decimal six six one (1.661) acres or thereabouts known as Subdivision Plot No. 1115 Section I Mainland North (Original No. 67 Rev/440) situate in the Mombasa Municipality held under a lease registered as C.R. 14078/1 and whereas the said Husan Chand Sharma and Satya Devid Sharma have executed an instrument of Charge in favour of Barclays Bank International Limited Nkrumah Road Mombasa and whereas affidavit has been filed in terms of section 65 (1) (h) of the said Act declaring that the said Lease C.R. 14078/1 is not available for registration notice is hereby given that after fourteen (14) days from the date hereof I intend to dispense with the production of the said lease C.R. 14078/1 and to proceed with the registration of the charge provided that no objection has been received within that period.

Dated at Mombasa this 22nd day of October, 1976.

A. O. OYALO,  
*Registrar of Titles.*

## GAZETTE NOTICE No. 3259

## THE REGISTRATION OF TITLES ACT

(Cap. 281, section 71)

## ISSUE OF PROVISIONAL CERTIFICATE

WHEREAS Husan Chand Sharma and Satya Devis Sharma both of P.O. Box 90121 Mombasa are the registered proprietors as lessees of all that piece of land comprising one decimal six six one (1.661) acres or thereabouts known as Subdivision Plot No. 1115 Section I Mainland North (Original No. 67 Rev/440) situate in the Mombasa Municipality held under a lease registered as C.R. 14078/1 and whereas sufficient evidence has been adduced to show that leasehold Title No. C.R. 14078/1 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 Mombasa this 22nd day of October, 1976.

A. O. OYALO,  
*Registrar of Titles.*

## GAZETTE NOTICE No. 3260

## THE OIL PRODUCTION ACT

(Cap. 308)

## THE OIL PRODUCTION REGULATIONS

(Cap. 308, Sub. Leg.)

*Partial Renewal and Partial Abandonment of Oil Exploration  
Licence No. 9 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. 9 to Texas Pacific Kenya, Inc. and Others was renewed for a further term of twelve (12) months from the 1st day of January, 1977, in respect only of an area comprising approximately 16,960 sq. km. (6,548.3 sq. mi.) as delineated on a plan lodged with the Commissioner of Mines and Geology.

It is further notified that the balance of the area originally held under Oil Exploration Licence No. 9 including that area covered by Oil Prospecting Licence No. 1 granted to Texas Pacific Kenya, Inc. and others was abandoned with effect from 17th day of September, 1976, in accordance with Clause 38 of the Second Schedule to the Oil Production Regulations.

Dated this 22nd day of October, 1976.

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

#### GAZETTE NOTICE No. 3261

##### THE KWALE DISTRICT

##### GAZETEMENT OF COTTON BUYING CENTRES

THE following are proposed Cotton buying Centres.

Division	Area
Southern Division	Diani
	Msamweni (Coconut/Nursery)
	Bahakado
	Chief's Camp Kidimu
	Majoreni
	Mwena
	Kikoneni (Uwivuzu P. School)
	Kikoneni Chief's Camp
	Mabofweni
	Mwananyamala
	Mrima/Mamba
	Lunga Lunga Chief's Camp
	Jego/Diwevu (Vanga)
	Mwaluvanga
Kubo Division	Kichakasimba
	Kukore
	Mwapala
	Majimboni
	Shimba Hills Hqs.
	Makobe

Central Division  
Ngombeni  
Tiwi  
Kwale  
Kaya Bombo

Dated this 27th day of October, 1976.

E. N. NYARANGI,  
District Commissioner,  
Kwale.

#### GAZETTE NOTICE No. 3263

##### DISTRICT HOSPITAL MURANG'A

##### LOSS OF OFFICIAL RECEIPT BOOK NOS. 27201-27250

NOTICE is hereby given that the above book which is partially used is reported lost.

It is hereby notified for general information of the public that the said book together with unused leaves have been treated as cancelled. No liability will therefore be accepted by Government in respect of any money collected against the book and anybody found using them as valid receipts will be liable for prosecution.

Dated this 19th day of September, 1976.

DR. D. N. KIHUMURAPUULI,  
Medical Officer of Health,  
Murang'a.

#### GAZETTE NOTICE No. 3264

##### MINISTRY OF FINANCE AND PLANNING

##### LOSS OF L.P.O. Nos. 84983-85000

IT IS notified for general information of the public that the originals duplicates and triplicates of the above L.P.O.'s are missing from the office of District Revenue Officer, Garissa, and that they have been cancelled and no liability will be accepted by the Government in respect of goods supplied or services rendered against the said L.P.O.'s.

J. KIHARA,  
District Revenue Officer,  
Garissa.

#### GAZETTE NOTICE No. 3262

##### CENTRAL BANK OF KENYA

##### BANKI KUU YA KENYA

STATEMENT AS AT 30TH SEPTEMBER, 1976

	K.Sh.		K.Sh.	K.Sh.
CURRENCY IN CIRCULATION:—				
Notes	1,450,110,520	FOREIGN EXCHANGE:—		
Coin	59,629,421	Balances with Banks and Cash	1,711,661,145	
		Treasury Bills	156,819,024	
		Other Investments	546,206,313	
		Special Drawing Rights	40,985,178	
	1,509,739,941			2,455,671,660
DEPOSITS:—				
Government of Kenya	312,899,913	SECURITIES ISSUED OR GUARANTEED BY THE KENYA		
Banks—Kenya	530,987,875	GOVERNMENT		619,398,930
—External	9,014,975	DIRECT ADVANCES TO KENYA GOVERNMENT..		
I.M.F.	823,485,138			200,000,000
Others	48,623,457	KENYA TREASURY BILLS		
				—
	1,725,011,358	ADVANCES AND DISCOUNTS		
OTHER LIABILITIES AND PROVISIONS	49,409,721			—
		UNCLEARED EFFECTS		
Total Liabilities and Provisions	3,284,161,020			63,940,643
CAPITAL	26,000,000	OTHER ASSETS		
GENERAL RESERVE FUND	26,000,000			38,911,426
REVALUATION ACCOUNT	41,761,639			
(Set up under section 51 of the Act)				
	K.Sh. 3,377,922,659			K.Sh. 3,377,922,659

Nairobi,  
21st October, 1976.

D. N. NDEGWA,  
Governor.

GAZETTE NOTICE NO. 3265

## THE GOVERNMENT LANDS ACT

(Cap. 280)

FORT TERNAN TOWNSHIP—PLOTS FOR SHOPS, OFFICES AND FLATS  
(EXCLUDING THE SALE OF PETROL)

THE Commissioner of Lands gives notice that the plots in Fort Ternan Township as described in the Schedule hereto are available for alienation and applications are invited for the direct grants of the individual plots.

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

3. Applications should be submitted to the Commissioner of Lands, Nairobi, through the Clerk of the Council, County Council of Kipsigis, stating the plot required in order of preference. Applications must be on prescribed forms which are available from Lands Department and the office of the Clerk of the Council, County Council of Kipsigis.

4. Applications must be sent so as to reach the Clerk of the Kipsigis County Council, not later than noon on 26th November, 1976.

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

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

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

*General Conditions*

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

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

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

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

5. Each allottee of a plot shall pay to the Commissioner of Lands within 14 days of notification that his application has been approved, the initial estimated amount for the construction of roads and drains to serve the plot, the assessed stand premium and the proportion of the annual rent together with the legal fees payable in respect of the preparation and registration of the grant (Sh. 350) and the stamp duty in respect of the grant (approximately 2 per cent of the stand premium and annual rent). In default of payment within the specified time, the Commissioner of Lands may cancel the allocation and the applicant shall have no further claim to the grant of the plot.

*Special Conditions*

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

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

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

Provided that not withstanding anything to the contrary contained in or implied by the Government Lands Act (Cap. 280), if default shall be made in the performance or observance of any of the requirements of this condition it shall be lawful for the Commissioner of Lands or any person authorized by him on behalf of the President to re-enter into and upon the land or any part thereof in the name of the whole and thereupon the term hereby created shall cease but without prejudice to any right of action or remedy of the President or the Commissioner in respect of any antecedent breach of any conditions herein contained.

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

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

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

5. The land and the buildings shall only be used for shops, offices and flats (excluding the sale of petrol).

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

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

8. The grantee shall not subdivide the land.

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

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

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

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

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

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

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

SCHEDULE

Plot No.	Area (Approx.)	Stand Premium	Annual Rent	Road Charges	Survey Fees
<i>Unsurveyed</i>	<i>Sh.</i>	<i>Sh.</i>	<i>Sh.</i>	<i>Sh.</i>	<i>Sh.</i>
1	0-0404	1,200	240	On	On
2	0-0450	1,340	268	demand	demand
3	0-0450	1,340	268	"	"
4	0-0450	1,340	268	"	"
5	0-0450	1,340	268	"	"
6	0-0450	1,340	268	"	"
7	0-0450	1,340	268	"	"
8	0-0404	1,200	240	"	"
9	0-0445	1,320	264	"	"
10	0-0809	2,060	412	"	"
11	0-0809	2,060	412	"	"
12	0-0705	1,880	376	"	"
13	0-0809	2,060	412	"	"
<i>L.R. No.</i>					
632/46	0-0465	1,400	280	"	460
47	0-0465	1,400	280	"	460
48	0-0465	1,400	280	"	460
49	0-0465	1,400	280	"	460

GAZETTE NOTICE NO. 3266

## THE TRUST LANDS ACT

(Cap. 288)

## PLOTS FOR ALIENATION—MARIAKANI TRADING CENTRE

(Amended Notice)

THE Commissioner of Lands on behalf of Kilifi County Council gives notice that applications are invited for plots in the above area for the purposes described in the Schedules hereto. A plan of the plots may be seen in the Lands Department, City Square, Nairobi, or may be obtained by post on payment of Sh. 4 post free from the Public Map Office, P.O. Box 30089, Nairobi.

1. Applications should be submitted to the District Commissioner, Kilifi District, Kilifi, on or before noon on 1st December, 1976. Applicants must enclose with their applications their cheque for Sh. 1,000 as a deposit made payable to the Commissioner of Lands which will be dealt with as follows:—

- If the applicant is offered and takes up and pays for the plot within the period of 14 days as required by Condition No. 4 below, the deposit will be credited to him.
- If the application is unsuccessful, the applicant's deposit will be returned to him.
- If the application is successful and the applicant fails to take up and pay for the plot offered to him within the period of 14 days as required by Condition No. 4 below, the Commissioner of Lands may declare the deposit forfeited and the applicant shall have no further claim thereto.

2. Applicants must in their applications state if they own any plots in Mariakani area giving details of plot numbers and whether these are developed or not. Failure to disclose this information may result in the application being disqualified.

3. Each application should be accompanied by a statement indicating the amount of capital it is proposed to spend on the project with a banker's letter or other evidence of financial status in support.

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

## General Conditions

1. The grant will be made under the provisions of the Trust Lands Act (Cap. 288 of the Revised Edition of the Laws of Kenya), and title will be issued under the Registration of Titles Act (Cap. 281).

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

3. The term of the grant will be for 33 years from the 1st day of the month following the issue of the Letter of Allotment.

## Special Conditions

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

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

Provided that notwithstanding anything to the contrary contained or implied by the Trust Land Act if default shall be made in the performance or observance of any of the requirements of this condition it shall be lawful for the Local Authority or any person authorized by the Local Authority to re-enter into and upon the land or any part thereof in the name of the whole and thereupon the term hereby created shall cease but without prejudice to any right of action or remedy of the Local Authority in respect of any antecedent breach of any condition herein contained.

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

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

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

5. See Schedules.

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

7. The land shall not be used for purpose of any trade or business which the Local Authority considers to be dangerous or offensive.

8. The grantee shall not subdivide the land.

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

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

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

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

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

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

## SCHEDULE

## COMMERCIAL PLOTS (SHOPS, OFFICES AND FLATS)

Plot No.	Area (Approx.)	Stand Premium	Annual Rent	Road Charges (Initial Contribution)	Survey Fees
Unsurveyed	Hectares	Sh.	Sh.	Sh.	Sh.
419	0-0405	2,000	400	On demand	On demand
421	0-0526	2,600	520	"	"
422	0-0526	2,600	520	"	"
423	0-0445	2,200	440	"	"
424	0-0607	3,000	600	"	"
426	0-0728	3,600	720	"	"
427	0-0607	3,000	600	"	"
428	0-0728	3,600	720	"	"
431	0-0486	2,400	480	"	"
432	0-0405	2,000	400	"	"
433	0-0405	2,000	400	"	"
435	0-0405	2,000	400	"	"
436	0-0405	2,000	400	"	"
439	0-0364	1,800	360	"	"
491	0-0768	3,800	760	"	"
489	0-0768	3,800	760	"	"
488	0-0687	3,400	680	"	"
486	0-0687	3,400	680	"	"
502	0-0849	4,200	840	"	"
525	0-0501	2,600	520	"	"
534	0-0511	2,600	520	"	"
536	0-0511	2,600	520	"	"
538	0-0511	2,600	520	"	"
540	0-0511	2,600	520	"	"
541	0-0511	2,600	520	"	"
542	0-0511	2,600	520	"	"

## LIGHT INDUSTRIAL PLOTS

Plot No.	Area (Approx.)	Stand Premium	Annual Rent	Road Charges (Initial Contribution)	Survey Fees
Unsurveyed	Hectares	Sh.	Sh.	Sh.	Sh.
466	0-0607	1,200	240	On demand	On demand
454	0-0849	1,700	340	"	"
455	0-0849	1,700	340	"	"
551	0-0849	1,700	340	"	"

## RESIDENTIAL PLOTS: (1 PRIVATE DWELLING HOUSE)

Plot No.	Area (Approx.)	Stand Premium	Annual Rent	Road Charges (Initial Contribution)	Survey Fees
Unsurveyed	Hectares	Sh.	Sh.	Sh.	Sh.
164	0-0405	1,200	240	On demand	On demand
170	0-0405	1,200	240	"	"
169	0-0405	1,200	240	"	"
148	0-0485	1,400	280	"	"
224	0-0243	800	160	"	"
184	0-0485	1,400	280	"	"
180	0-0324	1,000	200	"	"

## GAZETTE NOTICE No. 3267

## THE REGISTERER LAND ACT

(Cap. 300, section 35)

## ISSUE OF A NEW CERTIFICATE

WHEREAS Kimani Njugwa (ID/76214/NBI) of P.O. Box 44991, Nairobi in the Republic of Kenya, is registered as proprietor in freehold ownership interest of that piece of land containing 0.80 hectares or thereabout situated in the District of Kiambu known as Parcel No. Chania/Makwa/863 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 22nd day of October, 1976.

S. M. KIOME,  
Land Registrar, Kiambu.

## GAZETTE NOTICE No. 3268

## THE REGISTERER LAND ACT

(Cap. 300, section 35)

## ISSUE OF A NEW CERTIFICATE

WHEREAS Joseph Mungai Kiarie (ID/28286/KBU) of P.O. 278, Kiambu in the Republic of Kenya, is registered as proprietor in freehold ownership interest of that Town Plot of approximate area of 0.088 hectares or thereabouts situated in the District of Kiambu known as Parcel No. Ndumberi/Tinganga/T.492, 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 11th day of October, 1976.

M. W. THAIRU,  
Land Registrar,  
Kiambu.

## GAZETTE NOTICE No. 3269

## THE REGISTERED LAND ACT

(Cap. 300, section 35)

## ISSUE OF A NEW CERTIFICATE

WHEREAS Paulino Miano Ngacha of P.O. Box 64, Kerugoya in the Republic of Kenya is registered as proprietor in absolute ownership interest of all that piece of land containing 2.10 hectares or thereabouts situated in the District of Kirinyaga registered under Parcel No. Inoi/Mbeti/74, 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.

E. M. RUKENYA,  
District Land Registrar,  
Kirinyaga.

## GAZETTE NOTICE No. 3270

## THE REGISTERED LAND ACT

(Cap. 300, section 35)

## ISSUE OF A NEW CERTIFICATE

WHEREAS Joseph Nyongesa of Bunyala in the Republic of Kenya, is registered as proprietor in absolute ownership/leasehold interest of all that piece of land containing 4.2 hectares or thereabouts situated in the District of Kakamega known as Parcel No. Budonga/457 registered under Title No. Bunyala/Budonga/457, 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 19th day of October, 1976.

E. K. CHEPSAIGUTT,  
Land Registrar,  
Kakamega District.

## GAZETTE NOTICE No. 3271

## THE REGISTERED LAND ACT

(Cap. 300, section 35)

## ISSUE OF A NEW CERTIFICATE

WHEREAS Harry Samwel Ihugangwa of N. Maragoli in the Republic of Kenya, is registered as proprietor in absolute ownership of all that piece of land containing 0.46 hectares or thereabouts situated in the District of Kakamega known as Parcel No. Kedoli/602 registered under Title No. North Maragoli/Kedoli/602, 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 26th day of October, 1976.

E. K. CHEPSAIGUTT,  
Land Registrar,  
Kakamega District.

## GAZETTE NOTICE No. 3272

## THE REGISTERED LAND ACT

(Cap. 300, section 35)

## ISSUE OF A NEW CERTIFICATE

WHEREAS David Mutakha Kimoita of Isukha in the Republic of Kenya, is registered as proprietor in absolute ownership interest of all that piece of land containing 0.5 hectares or thereabouts situated in the District of Kakamega known as Parcel No. Mukhonje/14 registered under Title No. Isukha/Mukhonje/14, 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 22nd day of October, 1976.

E. K. CHEPSAIGUTT,  
Land Registrar,  
Kakamega District.

## GAZETTE NOTICE No. 3273

## THE REGISTERED LAND ACT

(Cap. 300, section 35)

## ISSUE OF A NEW CERTIFICATE

WHEREAS Kimani Waicere of P.O. Box 30081, Nairobi in the Republic of Kenya is the registered proprietor in absolute ownership of all that piece of land containing 7.81 hectares or thereabouts registered under Title No. Loc. 14/Kairo/577 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 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 22nd day of October, 1976.

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

## GAZETTE NOTICE No. 3274

## THE REGISTERED LAND ACT

(Cap. 300, section 35)

## ISSUE OF A NEW CERTIFICATE

WHEREAS Minii Nini of Kiambururu Village, Kiambu, Kiambu District in the Republic of Kenya, is registered as proprietor in freehold ownership interest of that piece of land of approximately 3.2 hectares or thereabouts situated in the District of Kiambu known as Komothai/Kiambururu/254, 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 14th day of October, 1976.

M. W. KIARIE,  
Land Registrar.

## GAZETTE NOTICE No. 3275

## THE INDUSTRIAL COURT

CAUSE No. 5 OF 1976

Parties:—

Kenya Local Government Workers' Union

and

Thika Municipal Council

## INTERPRETATION APPLICATION—RULING

The Claimants are seeking interpretation of the Court award in the following paragraph:—

"The Court accordingly awards that Mr. Kiburu should be paid five months' salary by way of compensation for having been wrongfully dismissed by the Respondents. He should also be paid his service benefits if any."

Both the parties have made their written submissions and at their own request were not heard by the Court.

In brief the Claimants interpreted the Court award to mean that Mr. J. Kiburu is entitled to five months' salary being compensation awarded by the Court for the wrongful dismissal in addition to the following:—

"Three months' salary in lieu of notice.

Superannuation Fund—both his and Council's contributions together with interest.

Payment in lieu of all his accumulated leave at the time of dismissal."

The Claimants argue that the five months' salary awarded is compensation for loss of career and did not include service benefits and when the Court ordered service benefits to be paid to Mr. Kiburu the Court had in mind to change the wrongful dismissal to normal termination of service otherwise there would be no service benefits to be paid in case of summary dismissal. Mr. Kiburu is therefore entitled to a normal notice which would be three months' pay in lieu of notice in his case.

The Respondents informed the Court that Mr. Kiburu is entitled to the following benefits in accordance with the Court award:—

	Sh.	cts.
"Kenya Local Government Officers' Superannuation Fund (KLGOSF) contributions ...	6,763	25
KLGOSF extra contributions under rule 42 of KLGOSF Rules ...	3,500	00
Cash in lieu of 92 days' leave ...	6,631	25
Five months' salary in accordance with Industrial Court award ...	9,100	00
<b>Total Sh.</b>	<b>25,994</b>	<b>50."</b>

They interpreted the Court award to mean that Mr. Kiburu was not entitled to three months' pay in lieu of notice in addition to five months' salary which the Court had awarded him by way of compensation for his wrongful dismissal.

After careful consideration of all the written submissions by the parties the Court confirms that the Respondents' interpretation of the Court award is correct and that five months' compensation awarded to Mr. Kiburu includes the three months' notice to which he was entitled on termination of his service.

Dated this 27th day of October, 1976.

SAEED R. COCKAR,  
Judge.

T. OKELO ODONGO,  
Deputy to the Judge.

F. E. CHOGO,  
Member.

## GAZETTE NOTICE No. 3276

## THE INDUSTRIAL COURT

CAUSE No. 52 OF 1976

Parties:—

Kenya Union of Commercial Food and Allied Workers

and

Kenya Meat Commission

Issue in dispute.—Wrongful dismissal of Mutuku Mbatha.

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



2. The parties were heard in Nairobi on 26th August, 30th September and 1st October, 1976, and in addition to relying on their written and verbal submissions called the following witnesses to give evidence on oath:—

*Claimants.*—M. N. Wambua and M. Mbatha.

*Respondents.*—David Mugeni, F. Ndeti and J. M. Kariko.

#### AWARD

3. The Notification of Dispute Form "A" dated 28th April, 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.

Mutuku Mbatha started working for the Respondents on 2nd November, 1960, as a labourer in the Rough Tallow Floor (R.T.F.) inedible department at the Respondents' Athi River plant.

On 9th July, 1974, his services were terminated summarily as it was alleged that he had stolen and boiled an ox tongue in R.T.F. for consumption by him. His services were terminated summarily under section 33 (a) (ii) of the then collective agreement in force.

His monthly salary at the time of his summary dismissal was Sh. 407.

The Court notes that on 10th July, 1974, the matter was referred to the police as a result of which Mr. Mbatha was charged with the offence of theft by servant contra section 281 of the Penal Code. On 29th October, 1974, he was acquitted and the Magistrate who tried the case had this to say in the last paragraph of his judgment:—

"I therefore find the accused person not guilty of the offence charged and acquit him forthwith. Taking into consideration the circumstances of this case and the fact that the accused person has served with the K.M.C. for the last 15 years it is our strongest recommendation that the accused person's employment should not be terminated."

The Claimants reported the existence of a trade dispute to the Minister for Labour regarding wrongful dismissal of Mr. Mbatha on 14th August, 1975, as a result of which an investigation was carried out by an official of the Ministry of Labour.

On 27th February, 1976, the Chief Industrial Relations Officer forwarded the following findings and recommendations to the parties:—

#### "Findings

Mr. Mbatha had a clean record of about 14 years before the incident of the tongue. During the alleged theft the Management offered him two alternatives, i.e. either he agreed to have his services terminated forthwith or he be taken to police for prosecution. Mr. Mbatha acted under duress and had no other alternative other than to accept dismissal for fear of facing police action. Despite this he was charged in a court of law for the same offence and was acquitted.

#### Recommendation

In view of the above Mr. Mbatha's dismissal is unreasonable and unfair and I recommend that he should be reinstated and be paid half salary for the months he has been out of employment."

The Claimants submitted that Mr. Mbatha had not stolen the ox tongue as alleged by the Respondents which was confirmed by the Magistrate's acquittal of Mr. Mbatha who had also made a strong recommendation for his reinstatement.

The Claimants referred the Court to their statement before the Investigator whereby they alleged that the Respondents had agreed to give Mr. Mbatha three months' wages being pay in lieu of notice plus leave due but they had refused the offer and had insisted that Mr. Mbatha should be paid in accordance with clauses 7 (b) and 30 of the collective agreement in force at the material time.

These clauses read as follows:—

"7 (b) After completion of the probationary period by giving one month's notice in writing or one month's pay in lieu of notice by either party for employees with up to three years' service and three months' notice in writing or three months' pay in lieu of such notice for employees with service of more than three years.

30 (a) The qualifying length of service for the payment of gratuity will be 10 continuous completed years of service.

(d) Gratuities will be paid to employees who qualify for such payment only on leaving the Commission's service."

The Respondents stated that theft of meat products at their plants was a very serious matter as they spend between £30,000 to £35,000 per year for giving free meals to their employees who were fed on beef, ugali and soup; on an average they slaughtered three heads of high-grade cattle a day for this purpose.

The Respondents emphasized that, acquittal or no acquittal, Mr. Mbatha was guilty of gross misconduct and that if he did not steal the ox tongue he had not denied handling and cooking it. As far as they were concerned and for the purposes of this dispute stealing or handling or cooking the ox tongue amounted, separately or jointly, to gross misconduct justifying summary dismissal.

The Respondents recalled that cases of theft had become so alarming that on 23rd June, 1975, they had called an urgent Local Negotiating Committee Meeting to discuss the matter where a number of important resolutions were passed which included a call for severe action in cases of theft.

The Respondents asked the Court to uphold their action.

The Court would now like to refer to the incident regarding the ox tongue which is alleged to have been stolen and cooked by Mr. Mbatha on 9th July, 1974.

The Court was given different and conflicting accounts by the parties' witnesses of the circumstances under which the ox tongue was found in the R.T.F. inedible section.

Mr. D. Mugeni who was a supervisor in that section stated that he saw from a gap between the wall and the bone crushing machine Mr. Mbatha forking out the ox tongue from one of the tanks on which he was working and that when he approached Mr. Mbatha he hid it in a container over which he leaned in order to prevent Mr. Mugeni spotting it. He asked him to move and found that the tongue was hot and steaming. He admitted that Mr. Mbatha denied that he had kept the tongue there. He had then called the head man and the shopsteward. Mr. Mbatha was then taken to the divisional superintendent.

Both Mr. Mbatha and the shopsteward, M. N. Wambua, stated that when they came back from lunch they were confronted by Mr. Mugeni who bent down after which he stood up carrying an ox tongue. Mr. Mugeni then told Mr. Mbatha, "this tongue is yours and I have taken it out from here, this container". Mr. Mbatha denied that it was his after which Mr. Mugeni called the shopsteward who again asked Mr. Mugeni "how do you know it belongs to Mbatha" to which Mr. Mugeni replied, "I found it in his working place". Then they were all taken to the superintendent, Mr. F. Ndeti.

The Court heard some conflicting evidence regarding the time when all of them entered Mr. Ndeti's office and from where they were all taken to the factory manager's office. Mr. Ndeti stated that Mr. Mbatha had told him that the ox tongue was his and that he was asked to review the matter "in another way". This was after the shopsteward and Mr. Mbatha had a short meeting outside his office. Mr. Ndeti said he also found that the tongue was still hot.

The shopsteward in his evidence at one stage stated that Mr. Ndeti told Mr. Mbatha, "if you refuse to accept the ox tongue as yours the matter would go to police" to which Mr. Mbatha replied, "it is not mine take me to police". The shopsteward said that Mr. Ndeti then told him, "since he has refused how do we help our brother Mkamba?" to which the shopsteward replied "you are the senior one so you help him".

It is alleged by the shopsteward that Mr. Ndeti then wrote the following which was signed by him and Mr. Mbatha in the presence of witnesses:—

"I works No. 382 Mutuku Mbatha was caught cooking an ox tongue in R.T.F. by Mr. Mugeni and Mr. Kibubani. I accept that the tongue was in my possession.

Therefore I accept the Commission to dis terminate my service forthwith. Instead of being send to police station."

The shopsteward confirmed on oath that Mr. Ndeti had told Mr. Mbatha that he would be given three months' pay in lieu of notice and that he will also get three months' notice for vacating the company house and that he will be given gratuity as well.

It is quite obvious that there was considerable conflict in the evidence of the witnesses called by the Claimants and the Respondents on very many important points.

The Respondents' witness Mr. Kariko stated that about 12.45 p.m. when he was waiting at the car park to go with the factory manager for lunch a worker, Mr. Mbatha, had approached him who had told him that he had some problems.

He told Mr. Kariko that he had been caught with a cooked tongue and that the security officer was insisting in handing him over to the police. Mr. Mbatha pleaded with him that he was old and had children and he asked Mr. Kariko to intervene on his behalf for some lenient treatment. He had subsequently discussed the matter with the factory manager who gave instructions in Mr. Kariko's presence that Mr. Mbatha's request should be put in writing to be considered by him.

Mr. Kariko also told the Court that his evidence had not been submitted to the Investigator as at the time he had been sent on leave.

After careful consideration of all the evidence that was given by the various witnesses the Court on balance cannot find that Mr. Mbatha was caught cooking an ox tongue in R.T.F. The ox tongue was found in the R.T.F. inedible section but the possibility of someone else having placed it there cannot be ruled out. Further unfortunately for the Respondents the manner in which they handled this whole matter leaves a lot to be desired.

The Court has no hesitation in finding that on 10th July, 1974, the day after the incident, when Mr. Mbatha was told that he was not going to get any notice pay and other benefits he insisted that the matter be referred to the police to clear his name.

The Court has formed a distinct impression that Mr. Mbatha found himself under strong suspicion for having stolen an ox tongue and through the intervention of the shopsteward and Mr. Ndeti's concern for his brother Mkamba when he was told that he would get a normal termination if he admitted his guilt signed the aforesaid confession.

It is obvious that Mr. Mbatha's confession was not voluntary and it is precisely for this reason mainly that he was acquitted in the criminal court.

The fact that Mr. Mbatha asked to be taken to the police on 10th July confirms his belief that he was promised a normal termination with all benefits. This is further corroborated by the evidence of the shopsteward who said that Mr. Mbatha was told by Mr. Ndeti that he would get all his benefits and pay in lieu of notice as in ordinary and normal terminations.

As is obvious from Mr. Mbatha's confession which is quoted hereinabove Mr. Ndeti had first written "dis" which he had then cancelled and wrote "terminated". This lends credence to Mr. Mbatha's statement that he was told by Mr. Ndeti that he would get pay in lieu of notice and other benefits under a normal termination.

The Court would like to record that the Respondents tried to introduce some additional evidence in their final submission to discredit the evidence of the shopsteward but the Court did not admit that evidence as the shopsteward was not cross-examined on that evidence. It was a muster roll to which the Respondents had access at all times and if they were careless in not producing it at the material time then it is just too bad. The Court felt that it would not have been in the interest of justice to admit this piece of evidence at almost the concluding stage of the proceedings.

The Respondents have argued that they had accepted to terminate Mr. Mbatha's services in accordance with clause 33 (a) (ii) and that clause 7 (c) clearly stated that termination of service without notice or pay in lieu of notice is dealt with under the clause on discipline which is clause 33.

The Court however finds that Mr. Mbatha was led to believe that his services would not be summarily terminated and that he would suffer a normal termination which would give him all the benefits like pay in lieu of notice, leave pay and gratuity.

After careful consideration of all the submissions the Court finds that Mr. Mbatha was wrongfully dismissed.

The Court has decided not to award Mr. Mbatha's reinstatement but awards that he should get three months' pay in lieu of notice and he should be paid his dues under clause 30 in addition to his earned leave.

Given in Nairobi this 27th day of October, 1976.

SAEED R. COCKAR,  
Judge.

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

# GAZETTE NOTICE No. 3277

## THE INDUSTRIAL COURT CAUSE NOS. 37 AND 54 OF 1976

### Parties:—

Amalgamated Union of Kenya Metal Workers  
and

Motor Trade and Allied Industries Employers Association

### Issues in dispute:—

1. Housing.
2. Wages.
3. Leave travelling allowance.
4. Warning procedure.
5. Termination of service.
6. Check off.
7. Suspension.
8. Absenteeism.

1. The Amalgamated Union of Kenya Metal Workers shall hereinafter be referred to as the Claimants and the Motor Trade and Allied Industries Employers' Association shall hereinafter be referred to as the Respondents.

2. The parties were heard in Nairobi on 1st and 2nd September and 12th October, 1976, and relied on their written and verbal submissions.

### AWARD

3. The Notification of Dispute Form "A" dated 31st March, 1976, in Cause No. 37 of 1976 duly signed by the parties was received by the Court on 3rd June and the Notification of Dispute Form "A" dated 24th June, 1976, in Cause No. 54 of 1976, was received by the Court on 13th July along with the statutory certificates signed by the Labour Commissioner.

These two disputes were consolidated with the consent of the parties since they arise from the revision of the collective agreement between them regarding terms and conditions of employment of the Respondents' employees of their member companies.

Since the issues in dispute are affected by the Guidelines which have been issued by the Minister for Finance to the Industrial Court in pursuance of section 9, subsection (10) of the Trade Disputes Act the parties' submissions were forwarded to the Employment Promotion Division of the Ministry of Labour with a request for an analysis to be prepared by that department in consultation with the parties' representatives for the benefit of the Court and the parties during the hearing of the dispute.

Section 9, subsection (10) reads as follows:—

"9. (10) In the exercise of its powers under this Act, the Industrial Court shall be bound by any guidelines or other directives relating to wage and salary levels and other terms and conditions of employment that may be issued from time to time to the Court by the Minister for the time being responsible for finance."

It is quite clear that there is a mandatory provision stating that the Court shall be bound by the Guidelines or other directives.

Reference will be made to the relevant Guidelines as and when necessary in the award hereinafter.

The Employment Promotion Division first prepared a report on 25th August, 1976, which came up for discussion during the hearing of the dispute on 1st and 2nd September, 1976. It soon became evident that the E.P.D. report was incomplete and was based on inadequate information. Further the Claimants' General Secretary had completely misunderstood it particularly the ceiling laid down by the Guidelines on the permitted increases in wages, housing and other fringe benefits. The following paragraph particularly caused the controversy:—

"Therefore the average percentage increase for the three groups from July, 1973 to July, 1976 is 53.6 per cent. Then as required by guideline IV, the overall wage increases should average about two thirds of the cost of living which in this case will be 35.7 per cent less what compensation the employee has got during the two supplementary agreements. As can be seen from the appendix, this will amount to 18.3 per cent. This ceiling includes housing and other fringe benefits."

The Court accordingly directed that the E.P.D. should prepare another comprehensive report after proper consultations with the parties which they did and forwarded it to the Court and the parties on 1st October, 1976. The parties were therefore able to make their final submissions on the issues in dispute while they had this report in their possession.

This dispute concerns 6,077 unionizable employees in the motor industry. The current wage structure is based on eight grades for manual and artisan workers and another eight grades for the manual workers in the manufacturing sector with four grades for clerical workers and two for security staff. For all these grades a minimum wage is prescribed.

The last time the parties appeared before the Industrial Court on a dispute regarding the revision of the parties' collective agreement was in Cause No. 9/70. Thereafter the parties at their own level revised and negotiated wage increases effective from July, 1973, July, 1974 and July, 1975, when although the Claimants were entitled to raise the issue of a separate housing allowance for their members they dropped this demand after negotiations with the Respondents and opted for a wage increase.

This time while reviewing the collective agreement which the parties have agreed to be effective from July, 1976, the Claimants have once again raised the issue of a separate housing allowance to be paid to their members in addition to wage increases. Their demand is as follows:—

*"Wages*

Grades 1-4.—Sh. 120 p.m. increase  
Grades 5-8.—Sh. 150 p.m. increase

*Housing allowance*

Grades 1-4.—Sh. 120 p.m. increase  
Grades 5-8.—Sh. 150 p.m. increase."

It is interesting to note that in the Claimants' written submissions they had not mentioned the amount demanded by them by way of housing allowance but gave the above figures during the hearing of the above dispute.

During the early stages of the negotiations at the parties' own level a meeting was held on 14th April, 1976, between the Claimants' General Secretary and the Respondents' representatives during which the following is recorded on the question of housing:—

"Mr. Argent took the Chair and summarized what had happened during Mr. Omido's absence from Nairobi. He further assured Mr. Omido, on the subject of housing, that the Association was willing to try and find a formula whereby the present consolidated wages could be divided into a basic wage and a housing allowance so that negotiations could take place on this basis in respect of the increments which must be decided upon shortly because they were due to be effective as from 1st July this year.

Mr. Omido pointed out to the meeting that speed was most important and that he was already being accused of collaborating with the employers and producing delays. He had already written a letter to the Executive Officer putting forward the Union's demands in respect of wages and housing as separate issues.

Mr. Field said that no such letter had, as yet, been received and it was agreed to proceed with the discussion without taking this letter into consideration.

After discussion, it was agreed as follows:—

*Housing and Wages*

In accordance with the current Industrial Court ruling on this subject, both parties are agreed that there is an unquantified amount of housing allowance included in the present consolidated wages.

This being so, it is agreed by both parties that this matter will not be referred to the Industrial Court, it being understood that in the forthcoming negotiations, the parties will discuss wages and housing separately."

Subsequently the Respondents informed the Claimants on 4th June, 1976, that their Executive Council had given thought to the matter of considering wages and housing separately but had come to a unanimous conclusion that they could not accept the Claimants' request. They informed the Claimants that they were not prepared to discuss any further the breakup of any present consolidated wages and were willing to discuss increments only on the basis of their application to the existing figures.

The Claimants bitterly accused the Respondents of having committed a breach of faith on this issue.

The Claimants have based their demands for increase in wages on the high cost of living and the issue of housing was made by them to be the most important issue in the dispute.

They submitted that the workers in the motor industry were living in sub-human conditions as the rents had rocketed so high that if they aspire to live in better housing then the whole of the monthly wage of a worker would go towards the rent of such accommodation. They stated that workers were treated

as badly as they were treated in South Africa and that the Respondents' members had no concern about the welfare of their employees.

The Claimants went as far as to plead with the Court that they would be prepared to forego any increase in the wages in order to secure a house allowance for the workers so that for future negotiations they would be able to make appropriate demands for increase in the housing allowance which they could not do at present.

The Claimants' whole submission on the issue of housing was very bitter and the following two paragraphs from their written submission adequately reflects their mood on this "burning" issue:—

"Some of the rental houses today have been bought by money collected from the workers in one form or another and that money had found its way to the landlords who are now mercilessly exploiting the workers. Your Honour my Union makes no apology for these remarks. We represent a class that is mercilessly being exploited. This Court knows that since 1964 rents have gone so high that in some cases the worker's whole wage is not even enough to pay the rent demanded by his landlord. This serious situation has made it unavoidable for more than one family to share and live in a small room. They have no alternative. They are forced by circumstances to live this way. The landlords have shown no mercy at all they even have no concern whether the workers should live in indignity like beasts or whether they should live in dignity and respect as human beings.

The morale of the workers' children is in danger due to such living conditions. Rents have been allowed to escalate beyond reality. A little while ago the City Council—a public service institution—had to raise its rents by nearly 300 per cent simply because other private landlords had raised their rents to figures much higher than the Council had raised for houses equal in quality, etc., as those of the Council."

The Respondents' stand is that the Claimants' demand on housing has been prompted by a desire to get another big increase for the workers in addition to the increase which they would get on their wages.

They submitted that the Claimants were agreed that there was an element of housing included in the existing consolidated wages although it could not be determined how much of the present wage was by way of housing element. The Respondents further added that what mattered most to a worker was the amount of money that he received and not whether it was consolidated or whether a housing allowance was provided separately.

The Respondents referred the Court to their offer contained in Tables A and B of their written submission on the issue of wages and argued that their offers were strictly calculated on the movements in the cost of living indices and were within the relevant Guidelines. These offers of wage increases took into account the increases in the rents during the relevant period. These offers are as follows:—

*Manual and Artisan Grades—Motor Trade (Nairobi and Mombasa)*

Grade	First year	Second year
	Sh.	Sh.
I-III	50	40
IIIA-V	55	45
VI-VIII	60	50

*Manufacturing Sector Manual Grades (Nairobi and Mombasa)*

Grade	First year	Second year
	Sh.	Sh.
T 1-3	50	40
T 4-6	55	45
T 7-8	60	50

*Clerical Grades (Nairobi and Mombasa)*

Grade	First year	Second year
	Sh.	Sh.
III-IV	55	45
V-VI	60	50

*Security Staff (Nairobi and Mombasa)*

Grade	First year	Second year
	Sh.	Sh.
II minimum	50	40
III maximum		

The parties addressed the Court at length in support of their respective stands and also relied on additional documentary evidence which was submitted to the Court during the hearing.

At the outset the Court would like to clarify that in accordance with the Guidelines the cost of living increases have to be taken into account from the latest revision of the wages and other items which increase the cost of labour to the employer.

Guideline (iv) as issued on 29th August, 1973, reads as follows:—

"The workers' wages should not normally be eroded by price increases. Compensation for price increases other than those caused by increased taxation may be granted, based on the rise of the Nairobi Wage Earners' Price Index from the time of the most recent revision of wages and salaries. Since tax increases must be borne by all members of society, it is not justified to ask the price increases caused by taxation be compensated in the same way as other price increases."

The latest amendment of this Guideline was issued on 3rd February, 1976, and reads as follows:—

"(iv) (a) Compensation for cost-of-living increases will be allowed in full only for the lowest paid groups. Wage increases should decline progressively as a percentage of wages for those in higher paid group. Overall wage increases should average about two thirds of the cost of living, but awards in lower paid industries may be greater and awards in higher paid industries lower.

(b) The compensation for price increases should be spread in equal instalments, so that the later year(s) of the contract period are not left without any increase in wages."

The E.P.D. analysis has this to say in the above context:—

"If however we were to use the second approach in our analysis, then July 1975 would be taken as the latest date of revision of wages and from then up to June 1976, the average increase in the cost of living for the three groups, i.e. Wage Earner's, Middle Income and Upper Income would amount to 13.5 per cent two thirds of which will be 9 per cent which will form the compensation ceiling applicable to the lowest paid groups. This latter approach appears to be more favourable in view of Guideline (IV) which states *inter alia* that compensation for price increases other than those caused by increased taxation may be granted based on rise of price index from the time of the most recent revision of wages and salaries."

The Court is satisfied that the Claimants' demand on the wage increases and the house allowance is clearly beyond the scope of the Guidelines.

The Claimants have made a passionate plea for the introduction of a house allowance in addition to the wages. The Court concurs with the Claimants when they say that the workers in the country are facing a serious problem as far as housing is concerned. It is not only the wage earners who are undergoing this hardship but most of the population in the country has to put up, particularly in Nairobi and other towns, with severe hardships due to lack of accommodation and due to overcrowding of what little of it is available.

There is no gainsaying that housing is a national problem which is being aggravated by the migration of people from rural areas to urban centres in search of employment. There are just not enough houses to meet the demand for the hundreds and thousands of people crowding Nairobi and the other towns. The indications are that this trend is likely to continue for many years to come. This situation is ideal for some of the greedy landlords to exploit it to their advantage and due to various factors which need not be gone into in this dispute the fact remains that those people who are lucky to find accommodation at exorbitant rents refrain from applying to the relevant authorities which have been set up for their benefit to redress their plight.

In Kenya over the years a situation has developed where some industries pay consolidated wages and others pay a separate housing allowance. Neither the trade unions nor the employers have deemed it necessary to adopt a single unified stand on this matter. The important point, however, is that as far as the standard of living of a worker and his family is concerned it is the sum total of his remuneration, i.e. wages, housing allowance and other emoluments that really matter.

This fact is recognized by the inclusion since 1971 of the increases in the rents in the computation of the cost of living increases along with other traditional items.

Although the Claimants were adamant on their stand on housing they cannot deny that a worker's wage affects seriously his retirement benefits and his overtime earnings.

In this dispute the Respondents gave an indication to the Claimants that they would be prepared to consider breaking up the consolidated wage as has been set out hereinabove in the award. They, however, retracted from this stand at a later date.

Keeping all these points in view, particularly the Claimants' frank admission that the reason that they want a separate housing allowance is to enable them to negotiate rent increases as and when necessary, the Court has decided that the parties should know what is the housing element in the consolidated wage. In other words rather than break up the consolidated wage the housing element should be quantified for the benefit of the parties.

The Court would like to emphasize that it has no alternative but to make an award involving all the increase in the labour cost on wages, housing and other fringe benefits within the ceiling laid down in the Guidelines. So even if the Court had awarded a separate housing allowance as against quantifying a housing element in the consolidated wage the Claimants would have been barred from pressing for an increase beyond the ceiling laid down in the Guidelines.

After careful consideration of all the submissions the Court awards that there should be deemed to be a housing element of 15 per cent in the consolidated wage.

The Court feels duty-bound to highlight the movement in the employment creation in the motor industry.

Between 1975 and 1976 only one new job was created as far as unionizable employees are concerned although in the non-unionizable sector 156 new jobs were created.

Guideline (ii) states as follows:—

"(ii) It is important the decisions of the Court should not cause any check to the regular growth of wage employment opportunities in line with the Development Plan targets or cause redundancy in cases where labour becomes less profitable to use than machinery.

This is important because the welfare of all sections of the population will only be improved if there is a significant and regular increase in the number of people in wage employment."

The Court has also been influenced by this factor in making its award on wage increases.

As far as the wage increases are concerned the Court awards as follows:—

Grade	Present minimum wage	Increment w.e.f.	
		1-7-76	1-7-77
	K.Sh.	K.Sh.	K.Sh.
<b>Manual and Artisan Grades—Motor Trade (Nairobi and Mombasa)</b>			
I .. .. .	450	65	50
II .. .. .	480	65	50
III .. .. .	510	65	50
IIIA .. .. .	600	65	50
IV .. .. .	685	75	60
V .. .. .	770	75	60
VI .. .. .	880	85	70
VII .. .. .	970	85	70
VIII .. .. .	1,100	85	70

**Manufacturing Sector Manual Grades (Nairobi and Mombasa)**

T1 .. .. .	450	65	50
T2 .. .. .	480	65	50
T3 .. .. .	510	65	50
T4 .. .. .	590	65	50
T5 .. .. .	685	75	60
T6 .. .. .	770	75	60
T7 .. .. .	880	85	70
T8 .. .. .	970	85	70

**Clerical Grades (Nairobi and Mombasa)**

III .. .. .	555	65	50
IV .. .. .	785	75	60
V .. .. .	960	85	70
VI .. .. .	1,200	85	70

**Security Staff (Nairobi and Mombasa)**

II .. .. .	408	65	50
III .. .. .	459	65	50

The Court further awards that the above increases are to be applied to the existing minimum rates for the various grades set out as above and that these increases will also be applied to those employees who are earning above the rates for their grades.

The second year increment is also to be granted to the workers on the same basis as the first year increment as stated above.

On the question of duration the Court notes that the Respondents' offer was based on a two-year period effective from 1st July, 1976, and the Claimants rejected that offer. When

the Claimants' representative was questioned on this point in Court he did not have much to say. So the Court is left with the position that although there was a deadlock on the question of duration the parties have either intentionally or through an oversight omitted this item from the issues in dispute.

The Court, however, is bound by the Guidelines and the relevant Guideline on duration is Guideline 10 issued on 29th August, 1973, as amended on 3rd February, 1976:—

“(x) It is suggested that the level of remuneration of any one section of workers should not be reviewed more often than once every twenty-four months. This rule should apply to all awards granted or agreements entered into after these guidelines have been issued. It will not preclude reviews of wages and salaries for groups, which are presently covered by collective agreements of a duration shorter than twenty-four months.

Voluntary revisions after one year of the two-year agreement will be allowed only if the wage increases stipulated in the agreement fail to compensate for price increases to the extent permitted in Guideline (iv) above.”

In view of the foregoing the Court has no alternative but to make an award on a two-year basis with effect from 1st July, 1976.

3. *Leave travelling allowance.*—This item was introduced by the Court in its award in Cause No. 9 of 1970 when the Court awarded an allowance of Sh. 30 by way of leave travelling allowance when the workers proceeded on their annual leave. In 1972 the parties themselves increased this allowance to Sh. 50.

The Claimants now demand that it should be increased as follows:—

	Sh.
Grades 1-4 ...	250.
Grades 5-8 ...	450.

The Respondents have strongly objected to this demand and have stated that it is an attempt by the Claimants to secure a wage increase between Sh. 16 and Sh. 33 p.m. by the backdoor, i.e. by ignoring or evading the Guidelines.

The Court has considered this demand in the light of the increase in the travel costs and has come to the conclusion that the Claimants have a case on this issue.

The Court accordingly awards that leave travelling allowance should be increased as follows:—

	Sh.
Grades 1-4 ...	80.
Grades 5-8 ...	100.

All the other conditions relating to the payment of this allowance based on a Court award and reads as follows:—

4. *Warning procedure.*—The current provision on this issue is basen on a Court award and reads as follows:—

“An employee who is guilty of an offence other than gross misconduct or other lawful cause of dismissal, may be given a written warning which shall be entered in the employee's employment record card and shall remain valid for a period of twelve months from the date of issue.

If, within the twelve months' period the employee commits a similar or any other offence which does not warrant dismissal, he will be further warned in writing in his employment record card and the two warnings shall remain valid for a period of twelve months from the date of the second warning.

If, within this twelve months' period the employee commits a further offence which does not warrant dismissal he will be issued with a final letter of warning which will make him liable to summary dismissal for any other offence which he may commit thereafter.

A final letter of warning will remain valid for a period of one year from the date of issue.

A copy of the final warning shall be sent to the General Secretary of the Union.”

The Claimants now demand that once an employee has been served with three warnings as above, then on the commission of a fourth offence which does not warrant summary dismissal his services should be terminated instead of him being summarily dismissed.

The Respondents have opposed any alteration in the existing clause.

The Court awards that no case has been made out for altering the aforesaid warning procedure and the Claimants' demand is accordingly rejected.

5. *Termination of service.*—The current provision on this issue is based on an award made by the Court way back in 1964 which provides one month's notice or salary in lieu for employees with five years' service after the completion of probationary period and two months' notice or salary in lieu from five years onwards.

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

“(i) An employee whose services are lawfully terminated shall be entitled to the following notice or salary in lieu of notice:—

- (a) From completion of probationary period to three years' service: 1 month;
- (b) from 3 years to 10 years' service: 2 months;
- (c) 10 years and above: 3 months.”

The Respondents have strongly resisted any variation in the existing arrangement and mentioned that even in U.K. the notice periods were nowhere near what the Claimants were demanding.

The Court has not been persuaded by the Claimants' argument that a change is desirable on this issue. The demand is accordingly rejected.

6. *Check off.*—The Claimants have demanded that the Respondents should be ordered to deduct money from the workers' wages and to bank them with their respective Co-operative Savings Societies.

The Claimants have relied on the policy declarations of KANU and Government objectives which are committed to encouraging the formation of such societies and savings by the workers.

The Respondents stated that they were not prepared to be coerced into accepting either the work or the responsibility of the deductions, the alterations, the liabilities, the implications and all that could be involved in this demand by the Claimants.

In Cause No. 25 of 1968 the Court had rejected a similar demand by the Claimants on the ground that the dispute was not a negotiable item. The Claimants have not produced any evidence to show that there has been any change from that position. Their demand is accordingly rejected.

7. *Suspension.*—The Claimants have demanded that when a worker is suspended pending an investigation he should continue to receive full pay until the investigation is completed and also where management calls the police to institute an investigation into an alleged offence by a worker he should continue to receive his full salary until proved guilty by the Court. They maintained that under the present arrangement a worker is automatically pronounced guilty even before he has appeared before a court of law.

The Respondents submitted that they saw no justification whatsoever for the payment of full pay to a man who may quite easily be in police custody for six months or more prior to his trial and should he then be found “guilty” the money paid to him would be lost since there is no possible way in which a guarantee of repayment could be obtained or enforced. They referred to clause 17 (f) of the Employment Act, 1976, which in their opinion made the position abundantly clear.

The present clause on this issue reads as follows:—

“When an employee is suspended from duty for any reason such suspension shall be on full pay unless and until the matter is placed in the hands of the police, in which case the suspension shall, from then onwards, be without pay, pending the outcome of the police action.”

After careful consideration of all the submissions the Court rejects the Claimants' demand.

8. *Absenteeism.*—The Claimants' written submission on this issue is as follows:—

“The Respondents treat these cases as gross misconduct and they summarily dismiss them with loss of privileges. The Union feels that they should have their services terminated and be entitled to accrued benefits. The Court is asked to award in our favour.”

As against the above very short submission and equally brief verbal submission of the Claimants on this item, the Respondents gave a very detailed written submission on it which they elaborated during the hearing in resisting the Claimants' demand.

From the background to the dispute on this item it is quite clear that this matter was the subject matter of considerable argument between the parties at the J.I.C. level.

At one stage the parties were almost on the point of agreement but for some reason or other could not finalize it.

The Respondents stated that at a J.I.C. meeting on 22nd October, 1975, when this particular subject was discussed the following is recorded:—

"After lengthy discussion it was agreed that the employers would prepare and submit to the union for their approval, a re-draft of clause 33 embodying the following principles:—

- (a) An employee whose service comes to an end in accordance with this clause will if he had served the same employer continuously since before the introduction of the N.S.S.F. for the company concerned, be entitled to receive long service benefits in accordance with clause 25 of the Union/Association agreement.
- (b) There will be no entitlement on the part of the employee to any notice pay or leave pay.
- (c) The expression 'in any one calendar year' shall be amended to read, as in the Industrial Court award on warning procedure, 'in any period of twelve months'."

During conciliation the Claimants are alleged to have written that absenteeism definitely remains in dispute and that the so called draft which was sent to them was couched in such a language that the whole thing was aimed against African employees and that the employers were only concerned with summary dismissals.

On this issue the Respondents are also seeking a change in that instead of the words "10 days in any one calendar year" they want the Court to award them to read "10 days in any period of twelve months".

After careful consideration of all the submissions the Court has decided to reject the demands by both the parties on amending the existing clause and the Court awards that the current provision as it appears in the parties' collective agreement should continue.

Given in Nairobi this 29th day of October, 1976.

SAEED R. COCKAR,  
*Judge.*

T. OKELO ODONGO,  
*Deputy to the Judge.*

J. CARROLL,  
*Member.*

GAZETTE NOTICE NO. 3278

### THE INDUSTRIAL COURT

CAUSE No. 60 OF 1976

#### Parties:—

Amalgamated Union of Kenya Metal Workers  
and  
Fiat Kenya Limited

*Issue in dispute.*—Termination of service of Washington Odia.

1. The Amalgamated Union of Kenya Metal Workers shall hereinafter be referred to as the Claimants and Fiat Kenya Ltd. shall hereinafter be referred to as the Respondents.

2. The parties were heard in Nairobi on 5th October, 1976, and relied on their written and verbal submissions.

#### AWARD

3. The Notification of Dispute Form "A" dated 6th July, 1976, duly signed by the parties was received by the Court on 29th July along with the statutory certificates signed by the Minister for Labour and the Labour Commissioner.

Washington Odia was a senior salesman with the Respondents with nearly 10 years of service when his services were terminated on 20th April, 1976.

On 1st April, 1976, he was asked to submit a written explanation on an allegation by one of the customers, Mrs. M. M. Edwards, that after Mr. Odia had found a buyer for and sold her Volvo KMN 156 he had demanded and received from her a personal commission of Sh. 500 and that he had failed to account for this to the Respondents until expressly requested to do so. Mr. Odia did not give any explanation as demanded and instead gave the letter to the Claimants who made representations to the Respondents on his behalf. The Claimants alleged that the Respondents' Personnel Manager had given them to understand that the matter was over and Mr. Odia would continue in his job. Apart from the Claimants' representative's statement to this effect there is no other evidence to

prove that that was the arrangement made between the Claimants' representative and the Respondents.

The matter was discussed at a Joint Industrial Council meeting on 22nd April, 1976, and towards the end of the meeting the following is recorded:—

"After a short adjournment to allow private consultation by either party, the Chairman said that this matter had been considered very carefully. It appeared that Mr. Washington having filled in an official form of sale or return had kept it and then sold the Volvo privately. This was a fraudulent act which had denied the company a commission, and in the process Mr. Washington had tried to benefit by retaining Sh. 500. The Union should support this action which was fair and justified as in his opinion the case clearly amounted to gross misconduct, warranting summary dismissal.

Mr. Wamalwa then said that the Union would not support that action and deadlock was then recorded."

The Claimants having reported a trade dispute to the Minister for Labour, the matter was looked into by an Investigator as a result of which the Chief Industrial Relations Officer forwarded the Ministry's findings and recommendation to the parties. These findings are reproduced hereinbelow:—

#### "Findings

The immediate cause of the termination of Mr. Odia's services was the circumstance involving the sale of Volvo second-hand car by Mr. Odia and his pocketing a commission of Sh. 500 by himself instead of restructuring it into the company's coffers; it was indeed an official transaction and not a private deal as earlier claimed by Mr. Odia but immediately retracted. This action was highly irregular, it is highly irregular in that Mr. Odia who was a full time employee of Fiat Kenya Ltd. chose to have business transaction through a broker. The name of the broker has not been disclosed nor was the broker produced to the Investigator to give evidence in support of Mr. Odia's statement. In the absence of the name of the broker and his non-appearance before the Investigator the only conclusion one can reach is that the sale of the Volvo car was a direct deal between the buyer and Mr. Odia and there was no broker involved in between.

It is noteworthy to point out that Mr. Odia had three current written warnings for fairly serious breaches connected with his duties as already outlined. This latest action was the last straw.

In support of their submissions Fiat Kenya Ltd. produced Mrs. Edwards, the owner of the Volvo car to the Investigator. In her statement Mrs. Edwards testified that Mr. Odia demanded the Sh. 500 and out of annoyance she reported the matter to Fiat Kenya Limited.

The Union's contention that the Sh. 500 in question was offered to him by the owner of the Volvo is far-fetched and most unconvincing from all consideration. If anything, the amount should have gone to the company as a commission. In any case the lady owner of the Volvo car wrote a letter to the company complaining about the manner in which the transaction relating to the payment of Sh. 500 was conducted. The offering of 30 days' credit to this an unknown customer was also irregular and in point of fact led the company to institute an inquiry which revealed Mr. Odia's unprofessional conduct.

Mr. Odia apparently misled the shopsteward who proceeded to call out the other employees on an illegal strike. This action must have further estranged the relationship between Mr. Odia and the company.

#### Recommendation

In view of the above facts in my opinion Mr. Odia's termination of services was justified."

During the hearing the Claimants bitterly criticized the Ministry of Labour Investigator in this dispute and stated that as a result of a complaint which they had made against this person to the Minister for Labour on 9th April, 1976, he had been completely prejudiced against the Claimants and had produced a very biased report.

It is very difficult for the Court to believe one way or the other on such a serious allegation particularly when the Investigator did not have an opportunity of replying to the allegations against him. In any case, the Court has made its own findings in the light of the submissions and the evidence produced by the parties during the hearing of the dispute.

There is no dispute that Mr. Odia received instructions on behalf of the Respondents from one Mrs. M. M. Edwards to sell on her behalf motor vehicle No. KMN 156 at a minimum gross price between £1,200 to £1,300. For this purpose Mr. Odia filled the usual "Sale or Return Instructions Form" and



it was signed by the customer. In this form there are eight items of information to be filled but surprisingly two items—No. 4 regarding mileage and No. 8 regarding commission which will be deducted by the Respondents—are blank. Further the customer agrees that no responsibility of any nature for damages can be accepted by the Respondents whilst the vehicle is offered for sale by them or through the medium of any agent whom they may wish to appoint.

In the Claimants' written submission in paragraph 5 the Claimants have stated as follows:—

"Mr. Odia also went through a 'Car Sales Broker' for immediate buying of the car; and this particular broker expected some commission from Mr. Odia. Mr. Odia being a sincere and honest employee took the whole amount of Sh. 24,500 to Mrs. M. M. Edwards—who was grateful and gave Mr. Odia Sh. 500 as 'bakishishi'. But in turn Mr. Odia decided to give the Sh. 500 to his broker."

During the hearing the Claimants produced copy of a demand letter which had been addressed to the Respondents by the Manager of Tiri Motors dated 22nd April, 1976, in which they claim a commission of Sh. 500 for having concluded a sale agreement re car No. KMN 156.

The Court was given two cash receipts Nos. 50899 and 50908 showing the receipt by the Respondents of first a sum of Sh. 24,000 and then a sum of Sh. 500. This clearly proves that Mr. Odia paid in Sh. 500 at a later time obviously after having been pressed to do so by the Respondents.

The Claimants through their representative submitted that the real reason why the Respondents got rid of Mr. Odia was because they did not want him to be promoted as the manager of their showroom which job they had decided to give to another employee who had less than a year's service. The Court notes that this other gentleman who got this job is also an African. The Claimants further alleged that the Respondents then decided to remove Mr. Odia from the showroom and transferred him to the backyard to deal in second-hand vehicles in order to avoid fights in the showroom. Once again there is no evidence to prove this and the Court can only conclude that this allegation is a red herring in order to divert attention from the real cause of Mr. Odia's dismissal.

Mrs. Edwards made a written statement in which she set out all the details regarding the sale of her Volvo KMN 156 and in the first paragraph stated that this was at the request of Mr. R. F. Easton of the Respondents. The Claimants submitted that this showed that Mrs. Edwards had been told what to say about this transaction in order to get Mr. Odia the sack. The Court cannot accept this allegation. The words "at your request" simply mean that the Respondents had asked her to give them all the facts leading up to the purchase of a Fiat 127 by her on 16th March, 1976. It does not mean that she was told what to write in her statement.

The terminal benefits which the Respondents have offered to Mr. Odia are as follows:—

	Sh.	cts.
"April remuneration to date 1976 (paid) ...	1,489	65
April commission 1976 (paid) ...	2,117	50
Two months' salary ...	3,870	00
33 days' leave ...	2,099	45
Leave allowance ...	50	00
Average commission (total last 12 months Sh. 51,708) 1/6 thereof ...	8,618	00
	18,244	60
Less PAYE, NHIF, Union, hire purchase, etc.	8,343	90
Total Sh.	9,900	70."

Out of the above items it appears that he has been paid both the remuneration and commission for April, 1976.

It is very surprising that although Mr. Odia was in Court he was not called to give evidence by the Claimants. The Court has therefore no alternative but to accept the Respondents' submissions regarding the written warnings which they had issued to Mr. Odia during the years of his service with them. The details of all these appear in the Respondents' submission to the Investigator on page 3 of the Chief Industrial Relations Officer's letter dated 22nd June, 1976, addressed to the parties. Three of these warnings were valid at the time his services were terminated and had the Respondents elected to terminate his services because of the warnings issued to him then in all probability he would have suffered a summary dismissal. Instead, the Respondents have chosen to treat this particular incident in isolation.

It is very pertinent that the Claimants did not disclose the name of the broker, i.e. Tiri Motors to the Investigator nor was the broker produced to him to give evidence to support Mr. Odia's statements.

The fact that Mr. Odia did not complete item No. 8 showing commission to be deducted by the Respondents in the aforesaid "Sale or Return Instructions Form" clearly shows that he had contravened the standing instructions issued by the Respondents to their salesmen in these circumstances. The Court has no reason to doubt that the Respondents themselves are also brokers. That being so, even if Mr. Odia had arranged to pay Sh. 500 to Tiri Motors then he had diverted the business from his employer to a third party. Whether Tiri Motor's claim of Sh. 500 against the Respondents is valid or not does not affect the issue before the Court.

The fact that a salesman's commission on the sale of a new car is reduced on a "trade in" also has a bearing on this dispute.

Finally the Court would like to state that the Claimants' allegation re a junior person as opposed to Mr. Odia being appointed as a manager of the showroom being the cause of Mr. Odia's termination was not mentioned by them at any stage of this dispute until the Court hearing. As the Court has stated above, the Court finds that this is a mere allegation which has not been proved.

After careful consideration of all the submissions the Court finds that Mr. Odia has not suffered a wrongful dismissal. He has indeed committed a gross misconduct in the circumstances as set out hereinabove. Since the Respondents have offered to pay him a sum of Sh. 18,244/60 less the amount he owes to them and other valid deductions the Court cannot help him any more.

The Court accordingly rejects the Claimants' demand.

Given in Nairobi this 2nd day of November, 1976.

SAEED R. COCKAR,  
Judge.

J. CARROLL,  
F. E. CHOGO,  
Members.

#### GAZETTE NOTICE No. 3279

#### AGRICULTURAL FINANCE CORPORATION THE AGRICULTURAL FINANCE CORPORATION ACT

(Cap. 323)

#### NOTICE

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 north of Fort Ternan Township in the Kericho District, containing one thousand seven hundred and seventy-two (1,772) acres or thereabouts that is to say L.R. No. 1454/3 being the piece of land comprised in a Grant registered in the Registry of Titles at Nairobi as No. I.R. 3752/1 and is held by Samuel arap Chepkwony, Timothy arap Ruto, Eric Bargeter, Kiptonui arap Kitur, Maritim arap Sigira, Tubei arap Siele, Kipchumba arap Kesio, Samson arap Kiget, Kimeli arap Kitur, Kiptoo arap Baigong, Amisi arap Komin, Kiptalam arap Chebochok, Kipkoske Sigira, Kimagut arap Kieno, Kiptuimat Rotich, Kipsang arap Ngetichi, Wangesoi Ngerechi and Mondowo Chepkorony as tenants in common in equal shares for the residue of the term of 999 years from 1st September, 1911.

2. All that piece of land situate north of Fort Ternan Township in the Kericho District, containing one thousand and thirty-seven (1,037) acres or thereabouts that is to say L.R. No. 6084/23 being portion of the premises comprised in the Certificate of Title registered in the Registry of Titles at Nairobi as No. I.R. 17968/1 and is held by Gitero Farmers Limited for the term of 999 years from 1st September, 1911.

3. All that piece of land situate north of Fort Ternan Township in the Kericho District, containing two hundred and eighty-three (283) acres or thereabouts that is to say L.R. No. 6084/21 being portion of the premises comprised in the Certificate of Title registered in the Registry of Titles at Nairobi as No. I.R. 5427/1 and is held by Gitero Farmers Limited for the term of 999 years from 1st September, 1911.

4. All that piece of land situate north of Fort Ternan Township in the Kericho District, containing by measurement one thousand, one hundred and eighty-nine (1,189) acres or thereabouts that is to say L.R. No. 6084/16 being portion of the premises comprised in the Certificate of Title registered in the Registry of Titles at Nairobi as No. I.R. 6221/1 and is held by Gitero Farmers Limited for the term of 999 years from 1911.

The sale of the above properties will be held on 6th December, 1976, at 11 a.m., at the office of the District Commissioner, Kericho, by Greenland Auctioneers.

5. All that piece of land situate in Bogichora Sub-location, East Mugirango Location in Kisii District, containing one decimal six (1.6) hectares or thereabouts that is to say L.R. No. West Mugirango/Bogichora/22 being the piece of land comprised in the Certificate of Freehold Title registered in the Kisii District Land Registry and is held by Momany Magata as absolute proprietor.

The sale of this property will be held on 7th December, 1976, at 11 a.m., at the office of the District Commissioner, Kisii, by Kangethe Nyoro and Partners, auctioneers.

6. All that piece of land situate in Kakangutu East Sub-location, Kabondo Location, South Nyanza District, containing two decimal two (2.2) hectares or thereabouts that is to say L.R. No. Kabondo/Kakangutu East/237 being the piece of land comprised in the Certificate of Freehold Title registered in the South Nyanza District Land Registry and is held by Gwada Oromo as absolute proprietor.

7. All that piece of land situate in Kabuoro Sub-location, Kamagambo Location in South Nyanza District, containing four decimal eight (4.8) hectares or thereabouts that is to say L.R. No. Kamagambo/Kabuoro/294 being the piece of land comprised in the Certificate of Freehold Title registered in the South Nyanza District Land Registry and is held by Josiah Kisuge as absolute proprietor.

8. All that piece of land situate in Area "B", Suna East in South Nyanza District, containing six decimal two (6.2) hectares or thereabouts that is to say L.R. No. Suna East/Area "B"/KWA/41 being the piece of land comprised in the Certificate of Freehold Title registered in the South Nyanza District Land Registry and is held by Johannes Odek and Charles Nyarath as absolute proprietors.

9. All that piece of land situate in Kawere Sub-location, Kanyamkago Location, South Nyanza District, containing two (2) hectares or thereabouts that is to say L.R. No. Kanyamkago/Kawere/1000 being the piece of land comprised in the Certificate of Freehold Title registered in the South Nyanza District Land Registry and is held by Joshua Ogonda as absolute proprietor.

10. All that piece of land situate in Kaburo Sub-location, Kamagambo Location in South Nyanza District, containing one decimal two (1.2) hectares or thereabouts that is to say L.R. No. Kamagambo/Kaburo/882 being the piece of land comprised in the Certificate of Freehold Title registered in the South Nyanza District Land Registry and is held by Somson Okach as absolute proprietor.

11. All that piece of land situate in Kachieng' Sub-location, Kasipul Location in South Nyanza District, containing nine (9) acres or thereabouts that is to say L.R. No. Kasipul/Kachieng'/443 being the piece of land comprised in the Certificate of Freehold Title registered in the South Nyanza District Land Registry and is held by Jekonia Opiyo Nyamwaya as absolute proprietor.

12. All that piece of land situate in Kodhoch East Sub-location, Kabondo Location in South Nyanza District, containing three decimal two (3.2) hectares or thereabouts that is to say L.R. No. Kabondo/Kodhoch East/587 being the piece of land comprised in the Certificate of Freehold Title registered in the South Nyanza District Land Registry and is held by Anditi Odino as absolute proprietor.

13. All that piece of land situate in Kakelo Dudi Sub-location, Kasipul Location in South Nyanza District, containing five decimal six (5.6) hectares or thereabouts that is to say L.R. No. Kasipul/Kakelo/Dudi/305 being the piece of land comprised in the Certificate of Freehold Title registered in the South Nyanza District Land Registry and is held by Isack Ogal as absolute proprietor.

14. All that piece of land situate in Busonga Sub-location, Nyabasi Location in South Nyanza District containing ten decimal eight (10.8) hectares that is to say L.R. No. Nyabasi/Busonga/331 being the piece of land comprised in the Certificate of Freehold Title registered in the South Nyanza District Land Registry and is held by Athanas Nchore as absolute proprietor.

15. All that piece of land situate in Kawere I Sub-location, Kanyamkago Location in South Nyanza District, containing thirteen decimal six (13.6) hectares or thereabouts that is to say L.R. No. Kanyamkago/Kawere I/28 being the piece of land comprised in the Certificate of Freehold Title registered in the South Nyanza District Land Registry and is held by Alfred Bai as absolute proprietor.

The sale of properties numbers 6 to 15 will be held on 8th December, 1976, at 10 a.m., at the office of the District Officer, Migori, by G. H. Zephaniah Aduda, auctioneer.

16. All that piece of land situate in Shiakungu Sub-location, Isukha Location in Kakamega District, containing one decimal five (1.5) hectares or thereabouts that is to say L.R. No. Isukha/Shiakungu/1118 being the piece of land comprised in the Certificate of Freehold Title registered in the Kakamega District Land Registry and is held by Charles Mavia Shitakha as absolute proprietor.

17. All that piece of land situate in Surungai Sub-location, N. Kabras Location in Kakamega District, containing one decimal six (1.6) hectares or thereabouts that is to say L.R. No. N. Kabras/Surungai/564 being the piece of land comprised in the Certificate of Freehold Title registered in the Kakamega District Land Registry and is held by Nabukhu Wanyama as absolute proprietor.

18. All that piece of land situate in Kivaywa Sub-location, N. Kabras Location in Kakamega District, containing five decimal four (5.4) hectares or thereabouts that is to say L.R. No. N. Kabras/Kivaywa/349 being the piece of land comprised in the Certificate of Freehold Title registered in the Kakamega District Land Registry and is held by Wasike Nabirayi as absolute proprietor.

The sale of properties numbers 16 to 18 will be held on 9th December, 1976, at 11 a.m., at the office of the District Commissioner, Kakamega, by Moses Wabuko, auctioneer.

19. All that piece of land situate in Kebulonik Sub-location in Nandi District, containing by measurement twenty-seven decimal one one (27.11) hectares or thereabouts that is to say L.R. No. Nandi/Kebulonik/79 being the piece of land comprised in the Certificate of Freehold Title registered in the Nandi District Land Registry and is held by Paul Maritim arap Ruto as absolute proprietor.

The sale of this property will be held on 10th December, 1976, at 11 a.m., at the office of the District Commissioner, Kapsabet, by G. H. Gari, auctioneer.

20. All that piece of land situate at Kitale in the Trans Nzoia District, containing one thousand and fifty-three (1,053) acres or thereabouts that is to say Portion No. 90 (Land Office No. 3035) being the piece of land comprised in the Grant registered in the Registry of Titles at Nairobi as No. I.R. 278/1 and is held by Benna Lutta for the residue of the term of 999 years from 1st October, 1919.

The sale of this property will be held on 11th 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 per cent 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 offices 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 1st day of November, 1976.

BY ORDER OF THE BOARD OF THE  
AGRICULTURAL FINANCE CORPORATION.



GAZETTE NOTICE No. 3280

## THE TRADE MARKS ACT

(Cap. 506)

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

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

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

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

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

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

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

## IN CLASS 1—SCHEDULE III



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

B.22752.—“Chemical products used in industry, including bulk raw materials for the manufacture of pharmaceuticals, medicaments and drugs”. ARCHIFAR S.p.A.—Laboratori Chimico Farmacologici an Italian Joint Stock Company, of Via Trivulzio 18, Milano, Italy. C/o Messrs. Kaplan & Stratton, advocates, P.O. Box 40111, Nairobi. To be associated with TM. No. 22775. 15th April, 1976.

## IN CLASS 3—SCHEDULE III

## DIAMOND SHAMROCK

22135.—Bleaching preparations and other substances for laundry use; cleaning, scouring preparations; soaps. DIAMOND SHAMROCK CORPORATION, a corporation organized and existing under the laws of the State of Delaware, United States of America of 1100 Superior Avenue, Cleveland, Ohio. C/o Messrs. Kaplan & Stratton, advocates, P.O. Box 40111, Nairobi. To be associated with TMA. Nos. 22133, 22134 and 14627. 5th September, 1975.

## BOTH IN CLASS 5—SCHEDULE III

## DIENECO

22892.—All goods included in this class 5. Laboratory & Allied Equipment Limited a limited liability company organized and existing under the laws of Kenya of Bruce House, Standard Street, P.O. Box 42875, Nairobi. C/o Messrs. Hamilton Harrison & Mathews, advocates, P.O. Box 30333, Nairobi. 18th June, 1976.

The undermentioned applications are proceeding in the name of MESSRS. TEKNOSERV AG Limited a liability company incorporated in Switzerland, manufacturers and merchants of Baarer Strasse 10, Postfach 183, ZUG, Switzerland.

## THERAMIN

23083.—Pharmaceutical preparations for human and veterinary. 3rd August, 1976.

## BOTH IN CLASS 5—SCHEDULE III

## HEMOGRAN

23084.—Pharmaceutical preparation for human and veterinary. 3rd August, 1976.

## RUVIPLEX

23085.—Pharmaceutical preparation for human and veterinary. 3rd August, 1976.

## IN CLASS 6—SCHEDULE III

钻石牌



A transliteration and translation of the Chinese characters appearing on the mark is “Chuen Shek Pai” meaning “Diamond Brand”.

22523.—Locks included in this class. China National Light Industrial Products Import and Export Corporation, Kwangtung Branch, of No. 87, The Bund, Kwangchow, China C/o Messrs. Kaplan & Stratton, advocates, P.O. Box 40111, Nairobi. 22nd January, 1976.

The undermentioned applications are proceeding in the name of DEUTSCHE GOLD-UND SILBER-SCHNEIDANSTALT VORMALS ROESLER a German company of Weissfrauenstrasse 9, D-6000 Frankfurt, 1, Germany. C/o Messrs. Kaplan & Stratton, advocates, P.O. Box 40111, Nairobi.

## IN CLASS 11—SCHEDULE III

Degussa



22692.—“Installations for lighting, heating, steam generating, cooking, refrigerating, drying, ventilating, water supply and sanitary purposes”. To be associated with TMA. Nos. 22693 and 22694. 25th March, 1976.

## IN CLASS 24—SCHEDULE III

22693.—“Tissues (piece goods); bed and table covers; textile articles not included in other classes”. To be associated with TMA. Nos. 22692 and 22694. 25th March, 1976.

## IN CLASS 25—SCHEDULE III

22694.—“Clothing, including boots, shoes, and slippers”. To be associated with TMA. Nos. 22692 and 22693. 25th March, 1976.

The undermentioned applications are proceeding in the name of Nanyuki Textile Mills Ltd., of P.O. Box 115, Nanyuki.

## ALL IN CLASS 24—SCHEDULE III

# UREMBO

The Mark consists of a Swahili word meaning beautiful.

23193.—Woven cotton fabrics (plain drills). 3rd September, 1976.

# CLASSIC

23194.—Woven cotton fabrics (plain dyes). 3rd September, 1976.

# COMMANDO

23195.—Woven cotton fabrics (prints). 3rd September, 1976.

# Harmony

23196.—Woven cotton fabrics (prints). 3rd September, 1976.

## IN CLASS 32—SCHEDULE III



B.22519.—Non-alcoholic beverages and preparations for making the same. THE COCA-COLA COMPANY a corporation organized and existing under the laws of the State of Delaware, United States of America, manufacturers and merchants of 310 North Avenue, N.W., City of Atlanta, State of Georgia 30313, U.S.A. C/o Messrs. Hamilton Harrison & Mathews, advocates, P.O. Box 30333, Nairobi. 21st January, 1976.

## AMENDMENT OF A TRADE MARK AFTER OPPOSITION

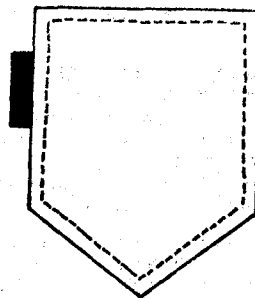
TM. No. 22840 take 6 in class 25 (Schedule III) Advertised under Notice No. 2202 page 792 Kenya Gazette dated 23rd July, 1976, in the name of Bhups Gallery of P.O. Box 10960, Nairobi has been amended to: “PICK-ME”.

## AMENDMENT OF SPECIFICATION OF GOODS AFTER ADVERTISEMENT

TMA. No. 22161 MOUNT KENYA LABEL in class 33 (Schedule III) Advertised under Notice No. 334 page 145 Kenya Gazette dated 6th February, 1976, the specification of goods have been restricted to: “Spirits excluding liquors”. and C/o Messrs. Kaplan & Stratton, P.O. Box 40111, Nairobi.

## CORRIGENDUM

TM. No. 22584.—Advertised under Gazette Notice No. 3011 page 1114 dated 8th October, 1976. The Trade Mark was inadvertently reflected up side down while it should have appeared as shown hereunder:—



The Corrigendum appearing under Gazette Notice No. 3204 dated 29th October, 1976, page 1187 in respect of the above Trade Mark is hereby cancelled.

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

## GAZETTE NOTICE No. 3281

## THE TRADE MARKS ACT

(Cap. 506)

## AMENDMENT OF SPECIFICATION OF GOODS AFTER ADVERTISEMENT

IT IS hereby notified for general information that pursuant to a request received in this office on 6th October, 1976, the specification of goods in respect of Trade Mark Application No. 22520 TIGER HEAD (words and device) in class 9 (Schedule III) has been restricted to:—

“Flashlights and flashlight bulbs of the installations for lighting”.

The said Trade Mark application had been earlier advertised in the Kenya Gazette under Notice No. 845 page 309 dated 19th March, 1976.

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

## GAZETTE NOTICE No. 3282

## THE TRADE MARKS ACT

(Cap. 506)

## AMENDMENT OF SPECIFICATION OF GOODS AFTER ADVERTISEMENT

IT IS hereby notified for general information that pursuant to request received in this office on 5th October, 1976, the specification of goods in respect of Trade Mark Application No. 22170 “Diva” in class 3 (Schedule III) has been amended to:—

“hand and body lotion, perfume and spray, nail polish and lipstick”.

The said Trade Mark had been advertised in the Kenya Gazette under Notice No. 3596 page 1296 dated 7th November, 1975.

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

GAZETTE NOTICE No. 3283

## THE TRADE MARKS ACT

(Cap. 506)

## REGISTERED USER

IT IS hereby notified for general information that the following was on 6th August, 1976, entered in the Register of Trade Marks as a Registered User of the Trade Marks listed below in respect of the goods covered in the registration thereof:—

**Registered Proprietor.**—United Artists Music and Records Group, Inc., of 6920 Sunset Boulevard, Los Angeles, California, United States of America.

**Registered User.**—Record Producers & Manufacturers (Pty) Limited of 288 Commissioner Street, Johannesburg, South Africa.

**Address for Service.**—C/o Messrs. Kaplan & Stratton, advocates P.O. Box 40111, Nairobi.

## Conditions or restrictions:—

- (1) Company hereby grants to licensee the non-exclusive right (except that company hereby reserves the right to use the Trade Marks in the Licensed Territory) to use the Trade Marks in the Licensed Territory on all goods covered by the registrations thereon (hereinafter sometimes referred to as the "Licensed goods", and Licensee agrees to limit its use of the Trade Marks to goods manufactured by it, according to processes, specifications, and other quality standards established or approved by company. Licensee shall maintain such quality standards as shall be established or approved by company for the goods in connexion with which the Trade Marks are used. Without limiting the generality of the foregoing, Licensee agrees that throughout the term of this agreement, the quality of all such licensed goods will be at least as high as the best quality of similar goods presently sold or distributed in the licensed Territory.
- (2) In order that company may be assured that the provisions of this agreement are being observed, licensee agrees that it shall allow company or its designee to enter upon Licensee's premises at any and all times during regular business hours for the purpose of inspecting the licensed goods. In the event that the quality standards hereinbefore referred to are not met, or in the event that said quality standards are not maintained throughout the period of manufacture of any licensed goods hereunder, then, upon written notice from Company, Licensee will immediately discontinue the manufacture and distribution of such licensed goods that do not meet the said quality standards.
- (3) The duration of this agreement shall be without limit of period except that either party shall have the right to cancel the agreement at will, at any time, with or without cause, upon giving ten (10) days written notice to the other.

**T.M. No. 22009.**—"BLUE NOTE" in class 9 (Schedule III) in respect of gramophone records; grooved phonograph records; and sound recordings on magnetic tape and on magnetic cartridges. (Advertised under Gazette Notice No. 1465 page 527 dated 14th May, 1976).

**T.M. No. 22010.**—"SUNSET" in class 9 (Schedule III) in respect of phonograph records; sound and video recordings on tape; film and all other types of recording media; sound and video recording and reproducing instruments, apparatus and their parts. (Advertised under Gazette Notice No. 3250 page 1172 dated 3rd October, 1975).

**T.M. No. 22204.**—"UNITED ARTISTS" in class 9 (Schedule III) in respect of phonograph records, sound and video recordings on tape, wire, film and all other types of recording media; sound video recording and reproducing instruments, apparatus and their parts. (Not Advertised).

**T.M. No. 22011.**—"VA Logo" in class 9 (Schedule III) in respect of phonograph records; sound and video recordings on tape, wire, film and all other types of recording media; sound and video recording and reproducing instruments, apparatus and their parts. (Advertised under Gazette Notice No. 81 page 43 dated 9th January, 1976).

**T.M. No. 15871.**—"LIBERTY & Device" in class 9 (Schedule III) in respect of sound records, including phonograph records and sound recordings on tape, film and all other types of sound recording media. Sound recording and reproducing apparatus and instruments, including phonographs and tape machines, and parts of such apparatus and instruments. (Advertised under Gazette Notice No. 3389 page 1092 dated 11th October, 1968.)

Representations of the above trade marks can be seen at the Trade Marks Registry, State Law Office, Nairobi and/or in the publications of the Gazette Notices indicated above.

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

GAZETTE NOTICE No. 3284

## 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. P2669 of 1976 in the Kenya Register of Patents on the 22nd day of October, 1976.

## SCHEDULE

**No. of application.**—P2669.

**Date of application.**—22nd October, 1976.

**Name of applicant.**—AB Hassle, a Swedish Body Corporate of Fack S-402, 20 Gote borg, 5, Sweden.

**Particulars of grant in the United Kingdom:**—

**No.**—1,366,241.

**Date.**—8th January, 1975.

**Date of filing complete specification.**—27th April, 1972.

**Complete specification published.**—11th September, 1974.

**Nature of invention.**—Phenyl-Pyridylallylamines, and a process for their preparation.

**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,  
28th October, 1976.

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

GAZETTE NOTICE No. 3285

## 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. 2668 of 1976 in the Kenya Register of Patents on the 13th day of October, 1976.

## SCHEDULE

**No. of application.**—2668.

**Date of application.**—13th October, 1976.

**Name of applicant.**—Gibbs Bright & Company, Proprietary Limited, a company organized and existing under the laws of the State of Victoria, Commonwealth of Australia, of 143 Queen Street, Melbourne, in the State of Victoria, Commonwealth of Australia.

**Particulars of grant in the United Kingdom:**—

**No.**—1,422,719.

**Date.**—26th May, 1976.

**Date of filing complete specification.**—20th February, 1973.

**Complete specification published.**—28th January, 1976.

**Nature of invention.**—Building Structure.

**Documents, etc., filed in registry:**—

- (a) One certified copy of the specification (including drawings and "Office Copy" of letters patent) of the United Kingdom patent.
- (b) Certificate of the Comptroller-General of the United Kingdom Patent Office.
- (c) Authorization in favour of Messrs. Kaplan & Stratton, advocates, P.O. Box 40111, Nairobi.

Nairobi,  
21st October, 1976.

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

## GAZETTE NOTICE No. 3286

## THE TRADITIONAL LIQUOR LICENSING ACT, 1971

(No. 26 of 1971)

EMBU TRADITIONAL LIQUOR LICENSING BOARD

(Special Meeting)

DULY authorized by the Provincial Commissioner, Eastern Province Embu, a special meeting of Embu Traditional Liquor Licensing Board will be held on Monday the 15th November, 1976, in the District Commissioner's Office, Embu at 10 a.m.

Applications to be considered at this meeting may be seen on the Notice Board at the District Commissioner's Office, Embu.

J. G. THUNGU,  
Chairman,  
Embu Traditional Liquor Licensing  
Board.

## GAZETTE NOTICE No. 3287

## 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. 430 OF 1976

By Mikal Anditi Okumu of P.O. Box 512, Kendu Bay in Kenya, the widow of the deceased, through Messrs. J. A. Otumba & Co., advocates of Nairobi, for a grant of letters of administration intestate of the estate of Joseph Okumu of Kendu Bay aforesaid who died at Nairobi in Kenya on the 12th day of August, 1974.

## (2) CAUSE No. 411 OF 1976

By Kenya Commercial Bank Limited of P.O. Box 30664, Nairobi in Kenya, the duly constituted attorney of Lloyds Bank Limited the sole executors named in the will of the deceased, through Salim Dhanji, advocate of Nairobi, for resealing in Kenya the grant of probate granted on the 27th day of April, 1976, by the Principal Probate Registry of the High Court of Justice in England at London of the estate of Rosalie Isabel Miller of Bexhill-on-Sea Sussex in England who died at Middlesex Hospital in England on the 11th day of February, 1976.

## (3) CAUSE No. 431 OF 1976

By Chandrashekar Khimji Mehta of P.O. Box 41175, Nairobi in Kenya, the brother of the deceased, through Messrs. Robson Harris & Co., advocates of Nairobi, for a grant of letters of administration intestate of the estate of Amita Mihir Mehta of Nairobi aforesaid who died at Nairobi on the 8th day of April, 1976.

## (4) CAUSE No. 437 OF 1976

By William Digby Green of P.O. Box 40111, Nairobi in Kenya, the son of the deceased and the executor named in the will of the deceased, through Messrs. Kaplan & Stratton advocates of Nairobi, for a grant of probate of the will of Lily Louisa Green of Eldoret in Kenya who died in Lynwood, Paignton, Devon in England on the 12th day of June, 1976.

## (5) CAUSE No. 429 OF 1976

By (1) Godfrey Wanjohi Mahinda of P.O. Box 30276, Nairobi in Kenya, (2) Geoffrey Wachira Mahinda of P.O. Box 1319, Nyeri in Kenya and (3) Jane Muthoni Mahinda of P.O. Box 44224, Nairobi in Kenya the widow and the brothers and the executors named in the will of the deceased through Messrs. Kaplan & Stratton, advocates of Nairobi, for a grant of probate of the will of James Godwin Nderitu Mahinda of Nairobi aforesaid who died at Ahero in Kenya on the 3rd day of May, 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 19th November, 1976.

M. F. PATEL,  
Senior Deputy Registrar,  
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. 3288

## 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 dates respectively set forth against their names.

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

## SCHEDULE

Public Trustee's Cause No.	Name of Deceased	Address	Date of Death	Testate or Intestate
276/75	Alexander Otieno Odipo.	P.O. Box 131 Ukwala	12-11-74	Intestate
65/76	Andrew Leo Sariko Stephen.	P.O. Box 920, Moshi, Tanzania	5-5-75	Intestate
181/75	Jonah Gachiani Ngaire.	P.O. Box 24, Kerugoya	3-5-75	Intestate
383/75	Jasto Ambasi Adiva	North Maragoli District Kakamega	6-9-74	Intestate
333/76	John Mwangi Wakaba.	Gakoe Village, Kiambu District	3-6-76	Intestate

Nairobi,  
29th October, 1976.

L. J. WOODBURN,  
Assistant Public Trustee.

## GAZETTE NOTICE No. 3289

## PROBATE AND ADMINISTRATION

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

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

## SCHEDULE

Public Trustee's Cause No.	Name of Deceased	Address	Date of Death	Testate or Intestate
48/76	Abubakar Mahfudh Abubakar.	Majengo Mombasa	19-1-76	Intestate
53/76	Mwasha Mwanjasi.	Majengo Mombasa	14-10-75	Intestate
70/76	Nyanya bt. Ahmed	Old Town, Mombasa	1933	Intestate
71/76	Asha bt. Ahmed	Old Town, Mombasa	1935	Intestate
72/76	Mwawasi Kadenge	Chawia Location Taita/Taveta District	3-4-76	Intestate
96/76	David Murakaru Karigithi.	P.C.A. Church Ichunga, Box 103, Karatina, Nyeri	29-7-76	Intestate
99/76	Rashid Jumaane	Tanga, Tanzania	16-5-76	Intestate
103/76	Emy Israel Shoo	P.O. Box 727, Moshi, Tanzania	13-8-76	Intestate

Mombasa,  
25th October, 1976.

I. S. ONYANGO-OGOLA,  
Assistant Public Trustee.

## GAZETTE NOTICE No. 3290

IN THE HIGH COURT OF KENYA AT NAKURU  
PROBATE AND ADMINISTRATION

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

CAUSE No. 8 OF 1976

By Joackim Cheserem, Patrick Cheserem and Lawrence Cheserem lawful sons of the deceased of Kabarnet, in Kenya, through K. M. Patel, advocate of Nakuru for a grant of letters of administration intestate of the estate of the late Cheserem Arap Chesang of Kabarnet, who died at Nakuru on the 25th day of March, 1975.

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.

Nakuru,  
26th October, 1976.

V. S. DHIR,  
*District Delegate,*  
*High Court of Kenya, Nakuru.*

## GAZETTE NOTICE No. 3291

IN THE HIGH COURT OF KENYA AT KISUMU  
PROBATE AND ADMINISTRATION

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

CAUSE No. 9 OF 1972

By Mohinder Kaur of Mission Road P.O. Box 707, Kisumu in the Republic of Kenya; the widow of the late Agya Singh Panesar s/o Malasingh, through J. Morzeria advocate, P.O. Box 532, Kisumu, for grant of letters of administration in the estate of the deceased aforesaid who died at Kakamega in Kenya on the 23rd day of August, 1971.

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

Kisumu,  
22nd October, 1976.

A. RAUF,  
*Deputy Registrar,*  
*High Court of Kenya, Kisumu.*

## GAZETTE NOTICE No. 3292

## EDWARD CECIL HANCOCK, 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 Edward Cecil Hancock of Magadi Road Nairobi, who died there on the 16th October, 1976 is hereby required to send particulars in writing of his or her claim or interest to Barclays Bank International Limited, Trustee Department, P.O. Box 30356, Nairobi before the 5th January, 1977, after which date the executor will distribute the estate among the persons entitled thereto having regard only to the claims and interests of which they have had notice, and will not as respects the property so distributed be liable to any person of whose claim they shall not then have had notice.

Dated this 27th day of October, 1976.

BARCLAYS BANK INTERNATIONAL LTD.,  
*Trustee Department,*  
*P.O. Box 30356, Nairobi.*

## GAZETTE NOTICE No. 3293

THE BANKRUPTCY ACT  
(Cap. 53)

## RECEIVING ORDER

*Debtor's name.*—Joseph S. W. Thimba.

*Address.*—P.O. Box 16071, Nairobi.

*Description.*—A businessman.

*Date of filing petition.*—1st April, 1976.

*Court.*—High Court of Kenya at Nairobi.

*Number of matter.*—B.C. 4 of 1976.

*Date of order.*—17th September, 1976.

*Whether debtor's or creditors' petition.*—Creditors' Petition.

*Act or Acts of Bankruptcy.*—Failure to comply with Bankruptcy Notice No. 10 of 1975.

Nairobi,  
29th October, 1976.

J. N. KING'ARUI,  
*Deputy Official Receiver.*

## GAZETTE NOTICE No. 3294

IN THE HIGH OF KENYA AT MOMBASA  
IN BANKRUPTCY AND WINDING-UP CAUSE No. 1 OF 1976  
IN THE MATTER OF KENYA MINING INDUSTRIES  
LIMITED

AND

## IN THE MATTER OF THE COMPANIES ACT

NOTICE is hereby given that a petition for the winding-up of the above-named company by the High Court of Kenya was on 21st day of October, 1976, presented to the said Court by East African Power and Lighting Company Limited.

And that the said petition is directed to be heard before the Court sitting at Mombasa on the 10th day of December, 1976, at 9.30 a.m., 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 Mombasa this 27th day of October, 1976.

S. P. MASTER,  
*Advocate for the Petitioner,*  
*Nkrumah Road, P.O. Box 90341, Mombasa.*

## 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 9th day of December, 1976.

## GAZETTE NOTICE No. 3295

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.*—Kenya Assemblies of God.

*Names of Ministers:*—

Obie Lee Harrup, Jr.

Jehosaphat Gakinya.

Dated at Nairobi this 25th day of October, 1976.

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

## GAZETTE NOTICE No. 3296

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. James Joseph Heaney.

Dated at Nairobi this 26th day of October, 1976.

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

## GAZETTE NOTICE No. 3297

## THE CO-OPERATIVE SOCIETIES ACT

(Cap. 490, section 64)

## APPOINTMENT OF COMMITTEE

IN EXERCISE of the powers conferred upon me by section 64 of the Co-operative Societies Act, I hereby extend for a further period of 12 months the appointment\* of—

Chairman.—District Officer, Kipipiri Division;

Vice-Chairman.—Harson Hari;

Hon. Treasurer.—Nephath Gikonyo;

Hon. Secretary.—Julius Maina Kamaru;

Members:—

Chief Samuel Kimunya,

Daniel Kanja,

Veterinary Officer, Kinangop,

Managing Agents.—Kinangop Farmers Co-operative Union Limited.

to be Committee Members and Managing Agents of the Malewa Farmers Co-operative Society Limited.

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

J. J. M. WANYONYI,  
Deputy Commissioner for Co-operative  
Development.

\*G.N. 3330/1975.

## GAZETTE NOTICE No. 3298

## THE CO-OPERATIVE SOCIETIES ACT

(Cap. 490)

## ADMISSION OF CLAIMS

ACS/1518 Kitui South Farmers Co-operative Society Limited

I, being the duly appointed Liquidator of the above-named Co-operative Society, hereby appoint Tuesday 30th November, 1976, as the day on which or before which the creditors of the said Co-operative Society shall state/submit to me their claims for admission. Such claims should be addressed to me at the Department of Co-operative Development, P.O. Box 58, Kitui.

Dated this 12th day of October, 1976.

THABIT ALI,  
District Co-operative Officer, Kitui,  
Liquidator.

## GAZETTE NOTICE No. 3299

## THE CO-OPERATIVE SOCIETIES ACT

(Cap. 490, section 7 (1))

## ADMISSION OF CLAIMS

Nakuru Consumers Co-operative Society Ltd. (Reg. No. 947),  
Biborn Farmers Co-operative Society Ltd. (Reg. No. 995),  
Kirangi Farmers Co-operative Society Ltd. (Reg. No. 1103),  
Munyu Farmers Co-operative Society Ltd. (Reg. No. 1105),  
Baramwenzi Farmers Co-operative Society Ltd. (Reg. No. 1107),  
Nyakiambi Farmers Co-operative Society Ltd. (Reg. No. 1268),  
Mutamaiyu Farmers Co-operative Society Ltd. (Reg. No. 1374),  
stoton Farmers Co-operative Society Ltd. (Reg. No. 1469),  
Crater Farmers Co-operative Society Ltd. (Reg. No. 1505),  
Mwangaza Farmers Co-operative Society Ltd. (Reg. No. 1517),  
Wangatabus Farmers Co-operative Society Ltd. (Reg. No. 1520),

Mwiyetheri Farmers Co-operative Society Ltd. (Reg. No. 1533),  
Nakuru Co-operative Credit Society Ltd. (Reg. No. 1730).

(In Liquidation)

I, being duly appointed Liquidator of the above Co-operative Societies hereby appoint Monday 29th November, 1976, as the day of which or before which creditors of the said Co-operative Societies shall state to me their claims for admission.

Such claims shall be addressed to me at the Department of Co-operative Development, P.O. Box 1609, Nakuru.

Dated this 5th day of October, 1976.

A. F. OKELLO,  
District Co-operative Officer, Nakuru,  
Liquidator.

## GAZETTE NOTICE No. 3300

THE PAN AFRICAN INSURANCE COMPANY LIMITED  
MOMBASA

(Incorporated in Kenya)

## LOSS OF POLICY

Policy No. K/60335 for Sh. 10,000 on the life of John Wahome, K.C.C. Ltd. Sales Dept., P.O. Box 18024, Nairobi, 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,  
26th October, 1976.

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

## GAZETTE NOTICE No. 3301

THE PAN AFRICA INSURANCE COMPANY LIMITED,  
MOMBASA

(Incorporated in Kenya)

## LOSS OF POLICY

Policy No. K/63216 for Sh. 3,000 on the life of Joseph Wanjuki, P.O. Box 18024, Nairobi, 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,  
21st October, 1976.

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

## GAZETTE NOTICE No. 3302

THE PAN AFRICA INSURANCE COMPANY LIMITED,  
MOMBASA

(Incorporated in Kenya)

## LOSS OF POLICY

Policy No. K/59482 for Sh. 10,000 on the life of Major Adrino Shisanya M. Akweywa, I.K.R. Army No. 17172, P.O. Box 301, Nakuru, 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,  
21st October, 1976.

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

## GAZETTE NOTICE No. 3303

## THE JUBILEE INSURANCE COMPANY LIMITED

(Incorporated in Kenya)

Head Office: P.O. Box 30376, Nairobi

## LOSS OF POLICY

Life Policy No. 30154 in the name of Jones Wambua Watie (Deceased)

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. 3304

THE PIONEER GENERAL ASSURANCE SOCIETY  
LIMITED

P.O. Box 20333, Nairobi, Kenya

## LOSS OF POLICY

*Endowment Life Assurance Policy No. 41000398 for Sh. 6,450 dated 15th day of February, 1971.*

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

Nairobi,  
14th October, 1976.

M. GOMES,  
Director.

## GAZETTE NOTICE No. 3305

THE PIONEER GENERAL ASSURANCE SOCIETY  
LIMITED

P.O. Box 20333, Nairobi, Kenya

## LOSS OF POLICY

*Life Assurance Policies Nos. 4310889 for Sh. 2,750 dated the 22nd January, 1973, and 7440868 for Sh. 5,000 dated the 3rd May, 1974, in the name and on the Life of Joseph Chege.*

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

Nairobi,  
14th October, 1976.

M. GOMES,  
Director.

## GAZETTE NOTICE No. 3306

## 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 POLICY

*Policy No. 2695064 for Sh. 140,000 dated on the life of the late Peter Waweru Gachoka and the property of Estate late Peter Waweru Gachoka.*

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

M. A. GRUNEBERG,  
Manager for East Africa.

## GAZETTE NOTICE No. 3307

## THE MUNICIPAL COUNCIL OF EMBU

## NOTICE

## RENEWAL OF LICENCES FOR 1977

IT IS notified for general information that all traders within Embu Municipality are required to submit applications for the renewal of their licences for the year 1977 on or before 30th November, 1976. Traders who will have not obtained licences by 31st March, 1977, will face court action.

Application forms for renewals may be obtained on payment of K.Sh. 5 from the Revenue Section, Room No. 5, Embu Town Hall, during the hours of 9 a.m. to 1 p.m. and 2 p.m. to 4 p.m. (Monday to Friday inclusive) and 8.30 a.m. to 12 noon (Saturdays only). Forms duly completed must be returned to the Licensing Office, Room No. 52, before 15th December, 1976.

Those people intending to open new businesses are warned against commencing operation of such business before their applications are approved and appropriate licences issued by this Council.

R. W. D. KIGGATHI,  
Town Clerk,  
Town Hall,  
Kenyatta Highway,  
P.O. Box 36, Embu.

## GAZETTE NOTICE No. 3308

## THE COUNTY COUNCIL OF KIAMBU

## RATES IN RESPECT OF THE YEAR ENDING 31ST DECEMBER, 1977

NOTICE is hereby given that the Kiambu County Council has levied a rate of 4 per cent on the unimproved site value in respect of—

- (a) Ruiru Township,
- (b) Kikuyu Trading Centre,
- (c) Limuru Trading Centre,
- (d) Githunguri Trading Centre,

for the year ending 31st December, 1977.

Notice is further given that:—

(1) Pursuant to section 15 (1) of the Rating Act, rates shall become due and payable at the Council offices at Kiambu as from 1st January, 1977.

(2) Pursuant to section 16 (3) of the Rating Act, interest shall become due and payable to the Council at the rate of 1 per cent per mensem or part thereof on any amounts remaining unpaid after 30th April, 1977.

Dated this 28th day of October, 1976.

A. K. NJUGUNA,  
for County Clerk,  
County Hall,  
P.O. Box 170, Kiambu.

## GAZETTE NOTICE No. 3309

## THE COUNTY COUNCIL OF KIAMBU

## THE POLL RATE (CENTRAL REGION) ENACTMENT, 1964

## NOTICE

NOTICE is hereby given that in accordance with the Poll Rate (Central Region) Enactment, 1964, paragraph 3, the County Council of Kiambu resolves to impose a Poll Rate of the sum of K.Sh. 10 payable by every adult resident in, or having interest or owning property within the area of jurisdiction of Kiambu County Council, and that the Poll Rate shall be due and payable on 1st January, 1977.

The Council further resolves that for the year 1977 a 25 per cent penalty shall be imposed and paid for any Poll Rate which shall have not been paid by 1st July, 1976.

The rate is payable to the County Council offices, Kiambu, or Divisional offices.

Dated this 28th day of October, 1976.

A. K. NJUGUNA,  
for County Clerk,  
County Hall,  
P.O. Box 170, Kiambu.

## GAZETTE NOTICE No. 3310

## MINISTRY OF WORKS

## TENDER NOTICE No. 85/76

## Uniforms

TENDERS are invited for the supply of uniforms as and when required by the User Government Ministries and Departments in Nairobi Area during the 1977.

Prices quoted must be ex-factory, net (duty and sales tax paid) and must be expressed in Kenya Shillings.

Tenderers must submit a one metre sample of the material to be used along with their tenders. Those who fail to submit samples will not be considered.

Tenders must be enclosed in a plain sealed envelope marked "Tender No. 85/76: Uniforms" and addressed to reach the undersigned, P.O. Box 30346, Nairobi, or placed into the Tender Box at the entrance of the Main Office Block, Supplies Branch, Likono Road, Nairobi not later than 10 a.m. on 26th November, 1976.

Tender documents, giving full details should be collected from this branch or can be sent on written application.

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

D. C. KUNGU,  
*Officer-in-Charge,  
Supplies Branch.*

#### GAZETTE NOTICE No. 3311

##### MINISTRY OF WORKS

###### TENDER NOTICE—Nos. 94/76 AND 96/76

TENDERS are invited for the supply of the following items to the Officer-in-Charge, Supplies Branch, Likoni Road, Nairobi:—

Tender No. 94/76 — Calcium Carbonate and Lead Wool.

Tender No. 96/76 — Stationery items.

Prices quoted must be net for delivery inclusive of duty and sales tax. Prices must be expressed in Kenya shillings.

Tenders must be enclosed in a plain sealed envelope marked "Tender No. ...." and addressed to reach the undersigned, P.O. Box 30346, Nairobi or be placed into the Tender Box at the entrance to the Main Office Block not later than 10 a.m. 26th November, 1976.

Tender documents, giving full details are on written request or collected from the above address.

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

Samples to which all supplies must conform can be viewed at our Stores at Likoni Road, Nairobi, during office hours. Tenderers offering items different from these samples must submit a sample of such items along with their tenders.

D. C. KUNGU,  
*Officer-in-Charge,  
Supplies Branch.*

#### GAZETTE NOTICE No. 3312

##### MINISTRY OF WORKS

###### TENDER NOTICE No. 97/76

###### Concrete Pipe Culverts

TENDERS are invited for the manufacture, supply and delivery of plain and reinforced pipes. The pipes are required by the Chief Engineer, (Roads) for the CIDA Road Graveling project works in Embu, Machakos and Kitui.

The following sizes, quantities and types are required:—

Diameter	Total Length	Type
0.5m. (18")	240 metres	Plain
0.67m. (24")	720 metres	Reinforced
0.9m. (36")	720 metres	Reinforced

The quantities will be required over a period of approximately one year. First deliveries are expected to commence as soon after 1st December, 1976, as possible. Prices quoted must be net inclusive of duty and sales tax and be in Kenya Shillings per linear metre. They should also be ex-factory and delivered prices.

Tenders must be enclosed in a plain sealed envelope marked "Tender 97/76—Concrete Pipe Culverts for CIDA Project" and addressed to reach the undersigned P.O. Box 30346, or be placed into the Tender Box at the entrance to the main Office Block, Supplies Branch, Likoni Road, Nairobi, not later than 10 a.m. 26th November, 1976.

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.

Tender documents giving full specifications can be obtained from the above address on written application.

D. C. KUNGU,  
*Officer-in-Charge,  
Supplies Branch.*

#### GAZETTE NOTICE No. 3312

##### MINISTRY OF POWER AND COMMUNICATIONS AERODROMES DEPARTMENT

###### TENDER No. 8/76-77 FOR AUGMENTATION OF WATER SUPPLY AT KENYA AIR FORCE EASTLEIGH NAIROBI

TENDERS are invited from Contractors experienced in water supply schemes for the provision of an extension to the water supply system at the Kenya Air Force Station, Eastleigh, Nairobi.

Work to be undertaken comprises the provision of a new 4 inch water main 1,000 m. long, from an existing main to a new water system consisting of a ground level masonry tank supplying a high level steel tank through two electrically operated pumps, which is connected to an existing water supply system.

The work includes the provision of electricity services from an existing substation and a simple water level control scheme.

Tenderers should obtain tender documents and drawings from the office of the Chief Aerodromes Engineer, Nairobi Airport, P.O. Box 19001, Nairobi.

Completed tenders should be returned to the office of the Chief Aerodromes Engineer not later than 9.30 a.m., on Saturday 27th November, 1976.

The lowest or any tender will not necessarily be accepted.

A. M. NDERI,  
*Director of Aerodromes.*

#### GAZETTE NOTICE No. 3314

##### MINISTRY OF AGRICULTURE

###### TENDER NOTICE No. 17/76

###### Farm Machinery

TENDERS are invited for the supply of the following items to Veterinary Research Laboratory, Kabete:—

1. 2 Pickup Hay Balers.
2. 2 Reciprocating Hay Mowers.
3. 1 side delivery Hay Rake.
4. 1 Disc. plough 3 discs.
5. 1 Mouldboard plough 4 furrow.
6. 1 Disc. Harrow 12 blades.
7. 1 Gyramor Rotary cutter.
8. 4 Tipping trailers 3 tons.
9. 4 Lawn mowers 24", with Engine capacity of not less than 250 cc.

Items 1-7 should be adoptable for use in tractors of 70 hp. and above.

Prices quoted must be net including sales tax and must remain firm for sixty days from the closing date of this tender.

Tenders must be enclosed in plain sealed envelope marked "Tender No. 17/76" and be addressed to reach the Director of Veterinary Services, Veterinary Research Laboratory P.O. Kabete not later than 12 noon on 17th November, 1976, or be placed in the tender box provided at room 35 of the main Registry.

M. A. EDEBE (Mrs.),  
*Supplies Officer,  
for Director of Veterinary Services.*

#### GAZETTE NOTICE No. 3315

##### MINISTRY OF INFORMATION AND BROADCASTING VOICE OF KENYA

###### TENDER No. 1/76-77

TENDERS are invited for supply of the following items:

1. Photographic Material (Films).
2. Photographic (Solution and Powder).
3. Miscellaneous items (Photographic).

Prices quoted in Kenya Shillings must include duty and sales tax. Tenders should include delivery period. Tender documents



giving full specifications of our requirements are obtainable on request in writing from Senior Supplies Officer, Voice of Kenya, P.O. Box 30456, Nairobi.

Tenders must be enclosed in plain sealed envelopes with no identity of the sender and marked "Tender No. 1/76-77 Films and Photographic Items" and addressed to the Senior Supplies Officer, Voice of Kenya, P.O. Box 30456, Nairobi, so as to reach him not later than 10 a.m. on 24th November, 1976.

The Government is not bound to accept the lowest or any offer.

Tenders must remain valid for sixty days from 25th November, 1976.

S. M. LIPESA,  
for Permanent Secretary,  
Ministry of Information and Broadcasting.

#### GAZETTE NOTICE No. 3316

##### THE GARISSA DISTRICT

###### TENDERS FOR 1977—READVERTISED

TENDERS are invited for the supply of Maize Meal Grade I and II, Salt, Sugar, Rice Grade I and II, White flour (Wheat), Tea (Simba), Kimbo, All Types of Milk and Charcoal to Government Departments and Institutions for the Calendar Year 1977.

Tenders in sealed envelopes marked "Tenders for 1977" should be submitted to District Commissioner, P.O. Box 1 Garissa not later than 12 noon on Saturday 13th November, 1976.

The applicants should be ready to deliver the goods at Garissa Township without fail.

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 stipulates to the contrary.

C. K. GITURU,  
for District Commissioner,  
Garissa.

#### GAZETTE NOTICE No. 3317

##### THE COUNTY COUNCIL OF BARINGO

###### TENDERS

TENDERS are invited for the tenancy of the following Council Beerhalls and Council Shops plus Butchery in respect of 1977:—

1. Makutano Beerhall.
2. Maji Mazuri Beerhall.
3. Eldama Ravine Beerhall.
4. Marigat Beerhall.
5. Kabarnet Beerhall.
6. Eldama Ravine Tea Shop.
7. Eldama Ravine Bata Shop.
8. Eldama Ravine Butchery.

Forms of tender may be obtained at the Clerk's offices, County Council of Baringo, Kabarnet or Eldama Ravine, on payment of a cash deposit of K.Sh. 400 for each beerhall. This amount will be refunded to the tenderers on receipt of a bona fide tender. Tenderers who submit tenders which are accepted and fail to take up the beerhalls will forfeit the deposit.

Tenders should be addressed to the undersigned in plain sealed envelopes, clearly marked "Tender for Makutano Beerhall" or "Tender for Maji Mazuri Beerhall" or "Tender for Eldama Ravine Beerhall" or "Tender for Marigat Beerhall" or "Tender for Kabarnet Beerhall" or "Tender for Eldama Ravine Tea Shop" or "Tender for Eldama Ravine Bata Shop" or "Tender for Eldama Ravine Butchery" so as to reach him not later than 12 noon on Saturday, 20th November, 1976.

The Council is not bound to accept the highest or any tender.

W. K. CHEBOIWO,  
Clerk of the Council,  
County Hall,  
Kabarnet,  
14th October, 1976.

P.O. Box 53, Kabarnet.

#### GAZETTE NOTICE No. 3318

##### THE TRANSFER OF BUSINESSES ACT

(Cap. 500)

NOTICE is hereby given that all the paid shares in the business of general merchants carried on by the Portway Stores (1973) Limited at Plot L.R. No. 37/123, Uhuru Highway, Nairobi, in the Republic of Kenya, were on the 20th of August, 1976, sold to Nemchand Kanji Shah who will carry on the said business under the same name at the same address.

The address of the transferors is P.O. Box 45336, Nairobi.

The address of the transferee is P.O. Box 45336, Nairobi.

The transferee has assumed certain debts only and therefore all persons, firms or companies having any claim against the said Portway Stores (1973) Limited, must send in their claims within the statutory period of two months.

All debts due to the Portway Stores (1973) Limited up to 20th August, 1976, shall be received by the transferee.

DHARAM REKHA GADHOK,  
DHARAM REKHA GADHOK,  
as Beneficiary of the Estate of  
Sushil Kumar Gadhok,  
Transferor.

NEMCHAND KANJI SHAH,  
Transferee.

#### GAZETTE NOTICE No. 3319

##### THE TRANSFER OF BUSINESSES ACT

(Cap. 500)

NOTICE is hereby given that the business carried on by John Bosco Kahanya under the name and style of Vitendo Traders on Plot No. 1436/II/119, Ogembo Road has with effect from 6th day of October, 1976, been sold and transferred to Sara Wanjiku who will carry on the said business in her own name in the same premises.

The address of the transferor is P.O. Box 121, Kisii.

The address of the transferee is P.O. Box 121, Kisii.

All debts due and owing by the transferor in respect of the said business up to and including the 6th 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 6th day of October, 1976.

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

JOHN BOSCO KAHANYA,  
Transferor.

SARA WANJIKU,  
Transferee.

#### GAZETTE NOTICE No. 3320

##### THE TRANSFER OF BUSINESSES ACT

(Cap. 500)

NOTICE is hereby given that the business of Retail Footwear carried on by Kori Kisaka of P.O. Box 83375, Mombasa, in the Republic of Kenya, under the name of Kori Kisaka on premises on Plot No. 653 Section XVII, Joe Kadenge Street, Mombasa was on the 9th day of October, 1976, transferred to I. N. Philip also of P.O. Box 83375, Mombasa.

The transferee has not assumed and do not intend to assume any of the liabilities incurred in the said business by the transferor up to and including the 9th day of October, 1976, and the same will be paid and discharged by the transferor. The transferor is also entitled for all outstanding debts up to 9th October, 1976.

Dated at Mombasa on this 21st October, 1976.

KORI KISAKA,  
Transferor.

I. N. PHILIP,  
Transferee.

## GAZETTE NOTICE No. 3321

**THE TRANSFER OF BUSINESSES ACT**  
(Cap. 500)

NOTICE is hereby given that the business of Kariuki Kiruthu carried on by Kariuki Kiruthu at Plot No. 305 Kirigu Road, Karatina, in the Nyeri District, Republic of Kenya, was on 22nd day of October, 1976, sold and transferred to Central Clothing Industries Company who will carry on the said business under the name and style of Central Clothing Industries Company.

The address of the transferor is P.O. Box 32, Karatina.

The address of the transferee is P.O. Box 118, Kiganjo, and it will be the address at which the transferee will carry out the business.

The transferee has not assumed and does not intend to assume any of the liabilities incurred in the said business by the transferor up to and including the 22nd day of October, 1976, and the same will be paid and discharged by the transferor. All debts due and owing to the transferor in respect to the said business up to and including the 22nd day of October, 1976, will be received by the transferor.

Dated at Nyeri this 28th day of October, 1976.

A. J. KARIUKI & COMPANY,  
*Advocate for the  
Transferor and the Transferee.*

## GAZETTE NOTICE No. 3322

**THE TRANSFER OF BUSINESSES ACT**  
(Cap. 500)

NOTICE is hereby given that Sadhu Singh Balasa Singh Daffu of P.O. Box 93 Nakuru partner in the business of motor repairers, panel beaters and garage keepers, carried on under the name or style of Redalf Garage in Industrial Area, Nakuru, has as from the 16th day of October, 1976, retired from the said business having sold and transferred his share therein to Kamau Kanyo of P.O. Box 291 Nakuru.

The transferee is not assuming any debts or liabilities of the transferor in the said business up to and including the 15th day of October, 1976, and the same will be paid by the transferor.

Dated at Nakuru this 16th day of October, 1976.

SMITH & PATEL,  
*Advocates for both parties,  
P.O. Box 20, Nakuru.*

## GAZETTE NOTICE No. 3323

**NOTICE OF CHANGE OF NAME**

I, Ruth Njoki Waruhiu of Nairobi in the Republic of Kenya, formerly known as Ruth Njoki Muthama hereby give public notice that by a deed poll dated 14th day of January, 1976, by me, I renounced and abandoned the use of my former name of Ruth Njoki Muthama and assumed in lieu thereof the name of Ruth Njoki Waruhiu and I hereby authorize and request all persons to designate and address me by such assumed name of Ruth Njoki Waruhiu.

Dated at Nairobi this 26th day of October, 1976.

RUTH NJOKI WARUHIU,  
*formerly known as Ruth Njoki Muthama.*

## GAZETTE NOTICE No. 3324

**NOTICE OF CHANGE OF NAME**

I, Jimnah Mwangi Rugio of P.O. Box 139, Murang'a, in the Republic of Kenya formerly known as Mwangi Gilbert, hereby give public notice that by a deed poll dated 19th October, 1976, duly executed by me, I renounced and abandoned the use of my former name of Mwangi Gilbert and assumed in lieu thereof the name of Jimnah Mwangi Rugio and I hereby authorize and request all persons to designate and address me by such assumed name of Jimnah Mwangi Rugio.

Dated at Murang'a this 1st November, 1976.

JIMNAH MWANGI RUGIO,  
*formerly known as Mwangi Gilbert.*

## GAZETTE NOTICE No. 3325

**NYALI CHEMICALS LIMITED**

NOTICE is hereby given that Nyali Chemicals Limited of P.O. Box 45799 Nairobi has bought the entire stock fixtures and fittings of Uchumi Chemists Limited through Maasai Auctioneers who had been authorized to dispose off the said stock to recover arrears of rent.

Nyali Chemicals Limited is not assuming nor does it intend to take over any liabilities and claims on behalf of Uchumi Chemists Limited.

WARUHIU & MUIITE,  
*Advocates for Nyali Chemicals Limited.*

## GAZETTE NOTICE No. 3326

**SOCFINAF COMPANY LIMITED**

**CLOSURE OF ROADS**

NOTICE is hereby given that all private roads and foot-paths on the following estates owned by this company will be closed to the public on Sunday 12th December, 1976.

Mchana Estate	(Ruiru) L.R. Nos. 110/2, 111/1, 113/1, 113/2, 7386, 7196.
Tatu Estate	(Ruiru) L.R. Nos. 91, 104, 8182, 11538.
Ruera Estate	(Ruiru) L.R. Nos. 11285, 11288, 11287.
Oaklands Estate	(Ruiru) L.R. Nos. 117, 11294, 247/1, 248/5.
Karangaita Estate	(Thika) L.R. No. 10877.
Gethumbwini Estate	(Thika) L.R. Nos. 11428, 10883, 11486.

Dated this 25th of October, 1976.

D. TURNER,  
*General Manager,  
Socfinaf Co. Ltd.*

**NOW ON SALE**

**BUDGET SPEECH FOR  
THE FISCAL YEAR  
1976/77**

*Price: Sh. 6 (postage Sh. 1)*

**1976/77 ESTIMATES OF  
REVENUE**

of the Government of Kenya for the year ending  
30th June, 1977

*Price: Sh. 3 (postage Sh. 1)*

**DEVELOPMENT  
ESTIMATES FOR THE  
YEAR 1976/77**

*Price: Sh. 50 (postage Sh. 3)*

Obtainable from the Government Printer, Nairobi

**NOW ON SALE**

**REPORT OF THE  
SALARIES AND TERMS  
OF SERVICE  
REVIEW COMMISSION  
1971/72**

*Chairman Mr. Dunstan A. Omari, M.B.E.*

*Published by  
East African Railways Corporation*

*Price Sh. 45 (postage Sh. 2)*

This report examined and investigated matters affecting the Structure and Remuneration, and recommendations, etc., for staff of E.A.R.C. This report will affect nearly 200,000 souls who are dependent directly upon the Railways for their livelihood and well being.

**ECONOMIC SURVEY 1975**

*Price: Sh. 37.50 (postage Sh. 8)*

**DIRECTORY OF  
INDUSTRIES 1974**

*Price: Sh. 45 (postage Sh. 4)*

**KENYA ECONOMIC  
SURVEY, 1972**

*Prepared by the Statistics Division  
Ministry of Finance and Economic Planning  
June, 1972*

*Price: Sh. 22.50 (postage Sh. 2)*

Obtainable from the Government Printer, Nairobi

**NOW ON SALE**

**CATALOGUE OF  
GOVERNMENT  
PUBLICATIONS 1974  
THIRD EDITION**

This is the third comprehensive catalogue of publications that are available from the Government Printer, Nairobi, and will be very useful to customers who have until now been lacking information on the range of publications that are available.

**INDEX TO  
MANUFACTURERS AND  
PRODUCTS**

**THIRD EDITION 1972**

**PUBLISHED BY  
MINISTRY OF COMMERCE  
AND INDUSTRY**

This edition illustrates the pace of progress and industrial advancement which Kenya has made since independence in 1963.

Besides underlining the record of industrial progress in recent years, the Index aims at bringing to the notice of buyers within Africa and overseas the diversity of products available in Kenya and the scope for mutually profitable business opportunities that exist. The Index, therefore, is a standard book of reference on what Kenya can produce and make and should, therefore, be useful to businessmen and students for the valuable information that it contains.

*Price: Sh. 22.50 (postage Sh. 2 E.A.,  
Sh. 3/50 overseas)*

*Published by Government Printer*

*Date of issue: 1st January, 1974*

*Sh. 5 (postage Sh. 2 E.A. and Overseas)*

Obtainable from the Government Printer, Nairobi

## PUBLICATIONS ON SALE AT THE GOVERNMENT PRESS BOOKSHOP AS AT 1st JANUARY, 1976

The following are the latest publications obtainable from Government Press, Publications Section, P.O. Box 30128, NAIROBI, KENYA.

For other publications see catalogue of Government Publications, January, 1974 issue.

Code	Title of Publication	Date of Issue	Postage	Price
ANNUAL REPORTS				
652	Agriculture Department Annual Report, Volume II, 1968 .. .. .	April, 1972	4 00	22 50
S1090	Agriculture Annual Report of the Research Division, 1970 .. .. .	August, 1974	4 00	22 50
675	Appropriation accounts, other public accounts and the accounts of the funds for the year, 1970/71 by: Controller and Auditor-General .. .. .	March, 1972	6 00	90 00
676	Appropriation accounts, other public accounts for the year 1971/72 .. .. .	March, 1973	6 00	90 00
N.I.V.	Brands Directory, 1972 .. .. .	December, 1971	1 50	11 25
N.I.V.	Catalogue of Government Publications, 1974 by: Government Printer .. .. .	January, 1974	1 50	11 25
681A	Census of Industrial Production 1967, Ministry of Finance and Planning .. .. .	April, 1972	1 50	11 25
714	Cost of Living Indices, 1971, Lower and Middle Income (a description of the method of compilation) .. .. .	December, 1971	1 00	6 00
943	Department of Co-operative Development, 1968-1970 .. .. .	February, 1973	1 50	9 00
S1080	Department of Community and Social Services, 1970 .. .. .	July, 1974	1 00	4 50
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S1111	Ministry of Education Annual Report, 1973 .. .. .	December, 1974	1 50	11 25
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1338	Employment and Earnings, 1963-1967 .. .. .	December, 1971	2 00	19 00
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S1024	Employment and Earnings in the modern sector, 1971 .. .. .	November, 1973	2 00	18 00
S1076	Estimates of Revenue, 1974-75 .. .. .	July, 1974	1 00	4 50
S1077	Estimates of Development, 1974-75 .. .. .	July, 1974	3 50	45 00
S1078	Estimates of Recurrent Expenditure, 1974-75 .. .. .	July, 1974	5 00	75 00
S1110	Forest Department Annual Report, 1969 .. .. .	December, 1974	1 50	9 00
1083	Index to Manufacturers and Products, Third Edition, 1972 .. .. .	March, 1972	2 50	22 50
N.V.I.	Kenya Statistical Digest & Quarterly Economic Report, March, 1974 (Vol. XII, No. 1) .. .. .	March, 1974	1 00	6 00
N.I.V.	Kenya Statistical Digest & Quarterly Economic Report, March, 1974 (Vol. XII, No. 2) .. .. .	July, 1974	1 00	6 00
N.I.V.	Kenya Statistical Digest & Quarterly Economic Report, March, 1974 (Vol. XII, No. 3) .. .. .	October, 1974	1 00	6 00
N.I.V.	Kenya Statistical Digest & Quarterly Economic Report, March, 1974 (Vol. XII, No. 4) .. .. .	December, 1974	1 00	6 00
S1023	Local Government Loans Authority, 1970 .. .. .	November, 1973	1 00	4 50
S1064	Lands Department Annual Report, 1971 .. .. .	April, 1974	1 00	6 00
S1036	Local Government Loans Authority, 1967-69 .. .. .	February, 1974	1 00	4 50
N.I.V.	Local Government Loans Authority, 1973 (Vol. XI, No. 2) .. .. .	June, 1973	1 00	6 00
N.I.V.	Local Government Loans Authority, 1973 (Vol. XI, No. 3) .. .. .	September, 1973	1 00	6 00
S1059	Migration and Tourism Statistics, 1968-71 .. .. .	April, 1974	2 00	15 00
1229	Mines and Geological Department, 1969 .. .. .	December, 1971	1 50	8 25
760F	Ministry of Defence Annual Report, 1970/71 .. .. .	April, 1972	1 00	11 25
1096	Ministry of Information and Broadcasting, 1969 .. .. .	May, 1972	1 00	6 75
S971	Ministry of Information and Broadcasting, 1971 .. .. .	September, 1973	1 00	6 75
S1085	Ministry of Information and Broadcasting Annual Report, 1972 .. .. .	July, 1974	1 50	7 50
S1099	Ministry of Health Annual Report, 1967 .. .. .	October, 1974	2 50	22 50
S1098	Ministry of Health Annual Report, 1968 .. .. .	September, 1974	2 50	22 50
1284	Ministry of Home Affairs Annual Report of Administration of Prisons in Kenya, 1968-69 .. .. .	July, 1972	1 50	11 25
1064	Ministry of Housing Annual Report, 1967-1971 .. .. .	October, 1972	1 00	6 75
1149	Ministry of Labour Annual Report, 1969 .. .. .	July, 1972	1 50	11 25
1150	Ministry of Labour Annual Report, 1970 .. .. .	November, 1972	1 50	11 25
1150A	Ministry of Labour Annual Report, 1971 .. .. .	June, 1973	1 50	11 25
S1084	Ministry of Labour Annual Report, 1972 .. .. .	July, 1974	1 50	11 25
1249B	Nairobi Airport Annual Report, 1970 .. .. .	October, 1972	1 50	11 25
S1109	Prisons Annual Report, 1971 .. .. .	November, 1974	1 50	11 25
S26674	Public Accounts Committee, Evidence on the Report, Government of Kenya, 1967/68 .. .. .	December, 1971	1 50	11 25
S1114	Probation Service Annual Report, 1972 .. .. .	January, 1975	1 00	6 75
1302	Public Accounts Committee of the Government of Kenya Accounts, Report for year, 1970/71 .. .. .	October, 1972	1 50	11 25
1302A	Public Accounts Committee, Report on County Councils for 1969 to 1971 and Municipal Councils for 1967 to 1971 .. .. .	November, 1972	1 50	11 25
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1346	Register of Manufacturing Firms, 1970 .. .. .	February, 1972	1 50	22 50
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S1117	Settlement Department Annual Report, 1972 .. .. .	January, 1975	1 50	11 25
S1061	Statistical Abstract, 1973 .. .. .	April, 1974	4 00	60 00
S1119	Statistical Abstract, 1974 .. .. .	February, 1975	4 00	60 00
S1096	Supplement to the Laws of Kenya, 1972 .. .. .	September, 1974	20 00	1,200 00
1417C	Survey of Kenya Annual Report, 1970 by: Director of Surveys .. .. .	March, 1972	1 50	9 00
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S1065	Survey of Kenya Annual Report, 1972 by: Director of Surveys .. .. .	May, 1974	1 00	6 00
S1131	Treatment of Offenders, 1970 .. .. .	April, 1975	1 50	11 25
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