

# THE KENYA GAZETTE

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GAZETTE NOTICE No. 3094

## THE CONSTITUTION OF KENYA

(L.N. 718 of 1963)

## NOTIFICATION OF DETENTION

IN PURSUANCE of section 27 (2) (b) of the Constitution of Kenya, I hereby notify that—

JAMES DENNIS AKUMU

has been detained under regulation 6 (1) of the Public Security (Detained and Restricted Persons) Regulations 1966 (L.N. 212/1966).

Dated this 10th day of August 1966.

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

GAZETTE NOTICE No. 3095

## THE CONSTITUTION OF KENYA

(L.N. 718 of 1963)

## NOTIFICATION OF DETENTION

IN PURSUANCE of section 27 (2) (b) of the Constitution of Kenya, I hereby notify that—

VICKY GILLIAN WACHIRA

has been detained under regulation 6 (1) of the Public Security (Detained and Restricted Persons) Regulations 1966 (L.N. 212/1966).

Dated this 10th day of August 1966.

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

GAZETTE NOTICE No. 3096

## THE KENYA MEAT COMMISSION ACT

(Cap. 363)

## THE KENYA MEAT COMMISSION (INSPECTORS) REGULATIONS

(Cap. 363, Sub. Leg.)

## APPOINTMENT

IN EXERCISE of the powers conferred by regulation 2 of the Kenya Meat Commission (Inspectors) Regulations, the Kenya Meat Commission appoints—

JOSEPH WEWAFWA WANDAH

to be an Inspector to exercise the powers and perform the duties of an Inspector under the said Regulations.

Dated this 11th day of August 1966.

W. C. DUFF,  
Secretary,  
for Kenya Meat Commission.

GAZETTE NOTICE No. 3097

## KENYA GOVERNMENT 3½ PER CENT STOCK 1957/67

IT IS notified for general information that the total amount of the above-mentioned Stock held on the Local Register on 15th August 1966, was as follows:—

£5,099 11d.

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

GAZETTE NOTICE No. 3098

## KENYA GOVERNMENT 5 PER CENT STOCK 1978/82

IT IS notified for general information that the total amount of the above-mentioned Stock held on the Local Register on 15th August 1966, is as follows:—

£297,445 3s. 5d.

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

GAZETTE NOTICE No. 3099

## 6½ PER CENT KENYA STOCK 1971, 1976 and 1981

IT IS notified for general information that the Kenya Government has created and issued under the Loans Act and the General Local Loans Act, a further amount of £50,000, £75,000 and £125,000 of Kenya 6½ per cent Stock 1971, 1976 and 1981 respectively which is in addition to and identical with the stock issued on 7th August 1966. The new stock will rank for the half-yearly interest payable on 7th February 1967 and payments will be made to the Sinking Fund in respect of the additional stock now created. The whole amount has been taken up by the Government and part will be offered for sale at a price related to current market conditions. The proceeds of this loan will be credited direct to the Development Exchequer and will be used for development purposes.

Dated at Nairobi this 23rd day of August 1966.

GAZETTE NOTICE No. 3100

## EAST AFRICAN CURRENCY BOARD

## MAJOR ASSETS &amp; LIABILITIES AT 30TH JUNE 1966

	£EA	s.	cts.
CURRENCY IN CIRCULATION .. ..	56,277,013	3	06
STERLING ASSETS			
Current Account, Money at Call and Treasury Bills* .. ..	19,783,729	5	19
Securities** .. ..	28,525,602	1	00
	48,309,331	6	19
FIDUCIARY ASSETS			
Uganda Treasury Bills* ..	6,572,513	15	00
Securities**			
Kenya 6½% 1969/71 ..	1,440,000	00	00
Kenya 5% 1970/72 ..	163,760	00	00
Uganda Electricity Board Guaranteed Stock 5% 1972/78 ..	2,100,000	00	00
Tanganyika 5½% 1975/79 ..	421,759	8	50
Kenya 5½% 1976/80 ..	1,455,083	9	20
Zanzibar 7% 1977/83 ..	72,500	00	00
Kenya 6% 1980/83 ..	113,100	00	00
	12,338,716	12	70
	£60,648,047	18	89

\*At cost.

\*\*At or below market value.

Subject to audit.

Nairobi,  
17th August 1966.

GAZETTE NOTICE No. 3101

## THE IMPORTS, EXPORTS AND ESSENTIAL SUPPLIES (ESSENTIAL SUPPLIES) (SUGAR, JUTE AND SISAL) ORDER

(Cap. 502, Sub. Leg.)

## DIRECTION

IN EXERCISE of the powers conferred by paragraph 2 of the Imports, Exports and Essential Supplies (Essential Supplies) (Sugar, Jute and Sisal) Order, the Director of Trade and Supplies hereby directs that—

- no person who is not a bona fide agent of the Kenya National Trading Corporation Limited may store, possess for sale, purchase or dispose of white, granulated or crystal sugar in quantities exceeding 10 bags of 224 lb.; and
- no person, other than the officially appointed agents of the Kenya National Trading Corporation Limited and those manufacturers who have permission to import or transport sugar, may transport more than 10 bags of sugar without a valid movement permit issued by the Director of Trade and Supplies or the General Manager of the Kenya National Trading Corporation Limited.

This Direction does not apply to sugar packed in imported branded packets weighing less than ten pounds each.

Dated this 18th day of August 1966.

L. M. KABETU,  
Director of Trade and Supplies.

## THE WATER ACT

(Cap. 372)

## NOTICE

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

Ngare Ndare River, L.R. No. 2798, 5198 and 6307; Kisima Farms Ltd., Meru; 90,000 gallons per day irrigation.

Uaso Nyiro River, L.R. No. 2570; Segera Ltd., Nanyuki; 5,300 gallons per day domestic.

Nyangori River and its tributaries; County Council of Kipsigis, Kericho; 54,000 gallons per day power.

Theta River, Plots No. 865 and 862; Kiamwangi Coffee Growers Co-operative Society Ltd., Kiambu; 20,000 gallons per day industrial (80 per cent returnable).

Amboni River, L.R. Nos. 3425, 3426 and 3409; Amboni Water Furrow Association, Nyeri; 5,400 gallons per day domestic, 21,500 gallons per day irrigation and 933,700 gallons per day power.

Thwake River; Ndonye wa Nzioka, Machakos; 300 gallons per day domestic.

Lake Naivasha, L.R. No. 10854; Block Estates Ltd., Naivasha; 40,000 gallons per day irrigation.

Kareminu River, Plot No. 359; J. J. Wamugi, Kiambu; 400 gallons per day domestic and 8,000 gallons per day irrigation.

Tributary of Nanyuki River, L.R. No. 4704; Mogwooni Ltd., Nanyuki; Dam, 12 feet in height, 5,000 gallons per day domestic.

Tributary of Sergoit River, L. R.No. 6172; Growel Farms, Eldoret; 600 gallons per day domestic and 6,000 gallons per day power.

Malewam River; Maula Dad and Rose Ltd., Naivasha; 2,000 gallons per day domestic.

Karithathi River, L.R. No. 116; County School Kiambasha, Kirinyaga; Weir 3.5 feet in height, 11,300 gallons per day domestic, 1,000 gallons per day irrigation, 800 gallons per day spraying coffee and 128,100 gallons per day power.

Komathai River, L.R. No. 278; Mikari Coffee Growers Co-operative Society Ltd., Kiambu; 200 gallons per day domestic and 4,000 gallons per day irrigation.

Tributary of Kipsangwe River, L.R. No. 8403/2; J. Mohamed, Soy; 2,400 gallons per day domestic and 1,000 gallons per day irrigation.

Icachimangu Stream, L.R. No. 350; A. Ngare, Kirinyaga; 500 gallons per day domestic, 4,500 gallons per day irrigation, 600 gallons per day spraying coffee, 3,000 gallons per day fish pond and 56,000 gallons per day power.

Kagavit Stream tributary of Ena River, L.R. Nos. 1476 and 751; S. Nyaga Kimani and N. Njogu, Embu; 1,200 gallons per day domestic, 9,000 gallons per day irrigation and 4,200 gallons per day spraying coffee.

Lake Naivasha, L.R. No. 5275; S. H. Carnelly, Naivasha; 1,000 gallons per day domestic.

Ontulili River, L.R. No. 6875/2; M. A. Guled, Nanyuki; 10,000 gallons per day irrigation.

Kamatu Stream tributary of Nyamindi River, L.R. No. 328; J. K. Kiunguyu, Kirinyaga; 500 gallons per day domestic; 4,500 gallons per day irrigation and 1,200 gallons per day spraying coffee.

Tributary of Mukutan River, L.R. No. 8048; Lerematesho Ltd., Laikipia; Dam 15 feet in height and 30,000 gallons per day domestic.

Tributary of Mukutan River, L.R. No. 8048; Leremateshe Ltd., Laikipia; Dam 12 feet in height and 30,000 gallons per day domestic.

Tributary of North Aiyan, L.R. No. 8048; Leremateshe Ltd., Dam 14 feet in height and 30,000 gallons per day domestic.

Murubare River; Miane s/o Muriuki and Kiunga s/o Muriuki, Kirinyaga; 2,700,000 gallons per day power.

Kamarai Stream tributary of Ena River, L.R. No. 918; The Hon. J. J. M. Nyaga, M.P., Embu; 2,100 gallons per day domestic, 4,500 gallons per day irrigation and 2,400 gallons per day spraying coffee.

Theta River, L.R. No. 699; Kiamwangi Coffee Growers Co-operative Society Ltd., Kiambu; 20,000 gallons per day industrial (80 per cent returnable).

Karia River, L.R. No. 8; Mbari-ya-Igi, Kiambu; 400 gallons per day domestic and 15,000 gallons per day irrigation.

Spring tributary of Sosiani River, L.R. No. 11039; Lewa Downs Ltd., Soy; 11,300 gallons per day domestic.

Tributary of Masaita River, L.R. No. 9202; The United Soy Farmers Co. Ltd., Londiani; Dam 12 feet in height, 3,300 gallons per day domestic and 1,000 gallons per day irrigation.

Kathima Stream tributary of Nkobi River; Kaigoro Water Association, Meru; 1,000 gallons per day domestic, 22,700 gallons per day irrigation and 6,000 gallons per day spraying coffee.

Turasha River, Plot No. 28; F. Gathungu, Nyandarua; 400 gallons per day domestic and 2,300 gallons per day irrigation.

Mukengeria River, L.R. No. 194; Kabare Farmers Co-operative Society, Kirinyaga; 150,000 gallons per day industrial (80 per cent returnable). Dam 4.5 feet in height.

Gatuathira Stream tributary of Ruamuthambi River, L.R. No. 89; F. W. Daniel, Kirinyaga; 1,000 gallons per day domestic, 10,000 gallons per day irrigation and 61,000 gallons per day power.

Nyando River; National Irrigation Board, Kisumu; 10,300 gallons per day domestic and 14,500,000 gallons per day irrigation.

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

## GAZETTE NOTICE No. 3103

## PUBLIC SERVICE COMMISSION OF KENYA

## VACANCIES

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

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

*Entomologist, Ministry of Agriculture and Animal Husbandry (No. 285/66)*

*Salary scale.*—£804 to £1,710. PENSIONABLE or AGREEMENT.

Applicants must possess an honours degree of an approved university in Zoology or Entomology and should have some post-graduate experience of agricultural entomology. Duties include biological research and control of *Nemotocerus* spp. and other weevils which attack cereals in the Rift Valley Province, and giving advice on the control of crop pests to farmers throughout the Province. The officer will be posted initially to Nakuru where there is an established laboratory and will be responsible to the Senior Entomologist of the Department of Agriculture.

*Medical Records Officer, Ministry of Health (No. 286/66)*

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

Applicants should possess the Diploma of the Association of Medical Records. Previous experience in managing a Case Records System in a large medical establishment will be an advantage. The successful candidate will be posted to the Kenyatta Hospital and will be responsible for co-ordinating the work of the Medical Records Department and maintaining an efficient records system.

*Executive Officer Grade III (One Post), Ministry of Labour and One Post, Ministry of Natural Resources (No. 287/66)*

*Salary scale.*—£670 to £820. PENSIONABLE.

Applicants must be civil servants, preferably of Cambridge School Certificate standard of education, with at least three years' experience of Government office organization and procedure, a sound knowledge of regulations and accounting procedure and ability to control staff and conduct correspondence. Successful completion of a Kenya Institute of Administration—Office Management or Accounts course will be an advantage. For the post in the Ministry of Natural Resources, knowledge of storekeeping, financial orders and expenditure control is desirable. Applicants must state for which post they are applying and must submit a separate set of application forms for each post for which they apply.

*Accounts Assistant (Two Posts), Ministry of Education (No. 288/66)*

*Salary scale.*—£670 to £820. PENSIONABLE.

Applicants must be civil servants, preferably of Cambridge School Certificate standard of education, with at least three years' experience of Government accounts work, a sound knowledge of Financial Orders and Regulations and ability to conduct correspondence and supervise staff. Ability to prepare Trial Balance and Balance Sheets would be an advantage. One of the successful candidates will be posted initially to Kenyatta College and the other to Ministry Headquarters, but both will be liable for posting anywhere in Kenya.

*Executive Officer Grade III (Registry), Directorate of Personnel (No. 289/66)*

*Salary scale.*—£670 to £820. PENSIONABLE.

Applicants must be civil servants, preferably of Cambridge School Certificate standard of education, with at least three years' experience of registry work including the filing and processing of correspondence and ability to supervise staff.

## GAZETTE NOTICE No. 3104

## MINISTRY OF LOCAL GOVERNMENT

## VACANCY

APPLICATIONS are invited for the following post and should be submitted to the Secretary, Local Government Staff Commission, P.O. Box 30004, Nairobi, so as to reach him not later than 6th of September 1966.

*Treasurer to the County Council of Samburu*

*Salary scale.*—£850 to £1,348.

Applicants must have had a long financial experience in either the Central or Local Government. An Intermediate qualification of a recognized Accountancy body will be an advantage.

The entry point in the above scale will be determined by reference to qualification and/or experience of the successful candidate.

The appointment will be on contract and in the first instance will be for a period of two years with prospects of renewal.

(a) A gratuity of 25 per cent of total earnings will be payable at the expiry of each contract.

(b) Leave of 42 days per annum which may be accumulated.

(c) A suitable house will be made available at Maralal.

(d) Free medical facilities will be available and also frontier allowance, etc., will be given in accordance with the terms and conditions of service pertaining to staff of County Council of Samburu.

Any applicant who will not have been called for interview by 27th September 1966, should consider his application unsuccessful.

TIMOTHY J. KAMANO,

*Acting Secretary.*

*Local Government Staff Commission.*

## GAZETTE NOTICE No. 3105

## VACANCIES IN THE SERVICE OF THE EAST AFRICAN COMMON SERVICES ORGANIZATION

## PUBLIC SERVICE COMMISSION

APPLICATIONS are invited for the following posts and should be submitted to the Secretary, Public Service Commission, P.O. Box 30466, Nairobi, Kenya, to arrive not later than the date specified below. Applicants NOT in Government Service should submit their applications in triplicate on Form AG.85. Civil servants must submit their applications in triplicate through their departmental heads at least seven days before the closing date on Form AG.85A. Forms are obtainable in Kenya from the Secretary to the Public Service Commission and in Uganda and Tanzania from the Secretary to the Public Service Commission at P.O. Box 4080, Kampala, and the Secretary to the Civil Service Commission, P.O. Box 9143, Dar es Salaam, respectively; also from all District Commissioners in Uganda and Area Commissioners in Tanzania.

*Senior Machine Operator, Treasury (Statistics Division)*

*Salary scale.*—G.4: £670 to £820. PENSIONABLE.

*Closing date.*—16th September 1966.

Applications are invited from candidates with at least the Cambridge School Certificate, or its equivalent, and at least three years' relevant experience in charting, plugging and operating ICT tabulators, collators, and reproducers. In addition, candidates should have successfully completed the appropriate ICT course in operating punched-card equipment.

*Executive Officer Grade I, E.A. Income Tax Department*

*Salary scale.*—G.2: £1,096 to £1,348 p.a. One post. PENSIONABLE.

*Closing date.*—16th September 1966.

Candidates should at least be of School Certificate Standard, and should have had experience in Registry work in either Government Service or quasi Government service or in a reputable commercial firm. Or should have held similar office for not less than three years carrying salary of not less than £850 p.a.

Candidates should preferably have obtained post School Certificate academic qualifications but those who have had substantial experience in Registry work or personnel management in Government Service or quasi Government service or in a major commercial concern will be eligible for consideration if they have completed a good secondary education.

Applicants who are graded in Government salary scales not lower than G.4/3, i.e. £670 to £1,060, for analogous duties will be considered even if their scholastic qualifications are of less than School Certificate level.

The successful candidate will initially be employed at the Regional Headquarters of the E.A. Income Tax Department, Dar es Salaam, where he will be expected to be directly responsible for the supervision of staff of a large Income Tax Registry and maintenance of an imprest account.

## GAZETTE NOTICE No. 3106

## EAST AFRICAN RAILWAYS AND HARBOURS

## VACANCIES

APPLICATIONS are invited from suitably qualified persons for the following posts and should be submitted to the Secretary, Railways and Harbours Service Commission, P.O. Box 30121, Nairobi, not later than 30th September 1966. Applications must be submitted in triplicate, on Form EAR.0160. Copies of these forms may be obtained in Kenya from the Secretary; in Uganda from the Assistant General Manager (U), P.O. Box 952, Kampala; and in Tanzania from the Assistant General Manager (T), P.O. Box 368, Dar es Salaam; District Traffic Superintendent, P.O. Box 98, Tanga; District Engineer, P.O. Box 214, Dodoma; District Traffic Superintendent, P.O. Box 91, Tabora; Commander-in-Charge, P.O. Box 49, Kigoma; Road Transport Superintendent, P.O. Box 813, Iringa; District Traffic Superintendent, P.O. Box 875, Mwanza; Officer-in-Charge, Southern Region, E.A.R. & H., Private Bag, Mtwara. Serving employees of the East African Railways and Harbours may obtain copies of the forms from their Head of Department.

*Assistant Workshop Security Officer, Grade NB II (Old Grade V), Mechanical Department, Nairobi*

*Salary scale.*—£510 by £24 to £582 per annum.

The successful candidate will be required to be in attendance at Gates Nos. 2 or 6 and patrol the Workshops, Locomotive Shed and CXR areas during his rounds of duty which is subject to shift working. Must be able to deal with cases of thefts and present these in a proper manner to the Railway Police or Court as may be necessary. Should possess the ability to investigate and peruse all cases to a satisfactory conclusion and give evidence in a Court of Law, whenever summoned to do so. Must have a high degree of integrity; ability to supervise and control staff and a good knowledge of English, both spoken and written. Should be a good timekeeper and a competent driver (motor car). Will be required to undertake miscellaneous duties as directed by the Workshops Security Supervisor. Previous Police, Security or Army experience would be advantageous.

Candidates should not be more than 45 years of age.

(2/5/3/12)

*Designing Draughtsman (Engineering), Grade NB Executive IA, Engineering Department, Nairobi*

*Salary scale.*—£1,200 to £2,000 per annum (consolidated to include £150 per annum housing allowance and a market value addition).

Applications are invited from suitably qualified persons for the post of Designing Draughtsman (Engineering) Grade NB Executive IA.

Total salary will be in the range of £1,200 to £2,000 per annum depending upon the successful candidate's ability, experience and qualifications.

It is desirable that candidates for this vacancy possess the Higher National Certificate in Civil Engineering or its equivalent. They should have been employed for a substantial period in a Civil Engineering Drawing Office and have had experience of structural work in buildings and bridges in steel and reinforced concrete and should be capable of supervising a team of Detailers and taking charge of schemes. A knowledge of Marine work would be an advantage as would a knowledge of soil mechanics.

The successful candidate will be appointed on local contract terms of service for an initial period of two years, on the successful completion of which he will be eligible for a gratuity at the rate of 12½ per cent of the total emoluments drawn during the contract period.

(2/2/3/15)

The successful candidates will be eligible for appointment either on pensionable terms or on contract terms of service for a period of two years, in the first instance, and a gratuity at the rate of 12½ per cent of the total emoluments drawn will be paid on successful completion of the contract period.

In addition to the salaries shown above, the terms of service will include generous leave terms; free medical attention within the resources of the Medical Departments of the Territorial Governments and certain free and reduced travel facilities over the East African Railways and Harbours service. In addition, candidates who are appointed on pensionable terms of service will be entitled to free housing or a house allowance in lieu.

Applications from candidates who do not possess all the qualifications specified will not be considered. General inquiries regarding employment with East African Railways and Harbours should not be addressed to the Secretary, Railways and Harbours Service Commission.

## THE INDUSTRIAL COURT

CAUSE No. 21 OF 1966

Parties:—

Kenya Local Government Workers' Union  
and  
Nairobi City Council

Issue in dispute:—

Extension of Recognition Agreement to cover salaried staff in Scales 1-36 inclusive.

1. The Kenya Local Government Workers' Union shall hereinafter be referred to as the Claimants and the Nairobi City Council shall hereinafter be referred to as the Respondents.

2. The Parties were heard in Nairobi on the 7th and 8th June 1966, and 8th July 1966, and relied on their written and verbal submissions. The Claimants called two witnesses and the Respondents also called two witnesses in support of their respective cases.

## GENERAL BACKGROUND

3. The Claimants were accorded recognition by the Respondents as the sole negotiating body for the manual workers in Scales E, F and G and certain specified posts in Scales 1 to 38 on 3rd June 1964. This demarcation line had been drawn up following the recommendations of a Board of Inquiry appointed by the Ministry of Labour under section 13 of the Trade Disputes (Arbitration and Inquiry) Act on 2nd April 1962. This Board of Inquiry had also recommended that the Respondents should accept the constitution of the newly formed Joint Workers' Committee which was designated the "Nyawade Constitution" in substitution of the then existing Joint Manual Workers' Committee. This new Committee was advisory and covered the aforesaid categories of workers.

At this time all the salaried staff were being represented at the Joint Staff Committee by three racial staff associations, namely, the European, Asian and the Senior African Staff Association. The Claimants continued to be a representative body for the manual workers only.

The breakdown of the Respondents' employees at this stage was as follows:—

Total number employed approximately 6,000 of all races out of which the manual workers were about 4,200 (represented by the Nairobi Branch of the Claimants). Remaining 1,800 employees were salaried staff of which 280 were Europeans and Asians who had organized themselves into two racial Unions. The other 1,550 Africans had organized themselves into an Association under the name of African Senior Staff Association.

The said African Senior Staff Association was formed in 1962 and had remained as a representative body of the African salaried staff of the Respondents until June 1965, when it was dissolved. At this stage the Claimants had approached the Respondents on the question of recognition to enable them to represent the senior African salaried staff at the Joint Staff Committee. The Claimants had requested to be allowed to have three seats, at the Joint Staff Committee, out of the nine on the employees' side, which were formerly occupied by the representatives of the Nairobi African Senior Staff Association. This was followed by an exchange of letters between the Claimants and the Respondents' Town Clerk in which the Respondents expressed fear that if recognition were granted to the Claimants in respect of salaried staff, then they would be forced to go on strike unwillingly, as the manual workers were the majority and further, that the senior staff should not be allowed to be influenced by emotional feelings of the manual workers. After further discussions, compromise was reached as a result of which on 27th November 1965, a second branch of the Claimants was formed in Nairobi under the name of the Nairobi Staff Branch of the Kenya Local Government Workers' Union. The membership of this Branch covered persons appointed by the Respondents to the staff in one of the following categories:—

(i) Established Staff.

(ii) Non-established Staff.

Certain categories of workers, like employees on contract terms, and employees who were already represented by the first branch of the Claimants in Nairobi, were excluded from the membership of the second branch. This second Nairobi Branch was to function entirely on its own and was to take its own decision whether to go on strike or not. It was registered by the Registrar of Trade Unions on 3rd December 1965.

On 14th December 1965, the Claimants formally wrote to the Town Clerk for recognition of the Nairobi Staff Branch. This letter was considered by the Respondents at a meeting of the Joint Staff Committee on 20th January 1966, when it was resolved:—

"That Chief Officers be instructed to submit the terms of recognition of the Nairobi Staff Branch by Council to a future meeting of the Council's side of this committee, on the lines of discussion at this meeting, and in the meantime the Secretary of the Nairobi Staff Branch be asked to submit similar information."

The recommendations of Chief Officers to the Respondents touched upon the question of demarcation and negotiations commenced with the Nairobi Staff Branch on where the dividing line would be drawn. The Claimants objected to the question of demarcation being introduced and the negotiations ended in deadlock. Further meetings between the Parties were held but no progress could be made. It is important to note that at an adjourned meeting of the Negotiating Sub-committee held on 1st March 1966, two resolutions were tabled. They are embodied in the following Minute 13A/1:—

"Further to Minute 1 of the meeting of this sub-committee held on 17th February 1966, J. Karebe, National General Secretary, Kenya Local Government Workers' Union, tabled the following resolution for consideration and adoption by this sub-committee—

To recommend that the Council recognizes the Nairobi Staff Branch as a negotiating body on behalf of the staff in Scales 1-38, excluding employees covered by the Joint Manual Workers' Committee.

Other posts in these scales which should not be represented by the Staff Branch will be defined after negotiations between the Council and the Union.

The Council's side reiterated its recommendation of 17th February 1966, namely—

To recommend that the Council recognizes the Nairobi Staff Branch as a negotiating body on behalf of staff in Scales 1-38 excluding staff in Managerial, Supervisory and Confidential grades, the posts in these grades to be defined after negotiations with the Union.

After considerable discussion, the meeting ended without agreement being reached.

During discussion of the above item, Councillor Nandhra entered the meeting.

The meeting terminated at 12.40 hours."

During the aforesaid discussions, the Respondents had submitted a paper showing the posts which, in their opinion, should be permitted to join the Claimants and those which were considered to be Managerial, Supervisory and Confidential.

As no further progress could be made during conciliation carried out by the Ministry of Labour, the Parties agreed to refer the case to the Industrial Court in accordance with the Trade Disputes Act 1965. The notification of dispute form was signed on 15th April 1966, wherein it is stated that the dispute relates to manual workers in Scales E, F and G and other specified staff.

## MAIN SUBMISSIONS ON BEHALF OF THE CLAIMANTS

4. The Claimants submitted that the Respondents had used delaying tactics and had adopted the policy of divide and rule. They stated that the majority of employees in Scales 1 to 38 wanted to be represented by the Claimants. The Claimants had no objection to the existence of the two other racial Unions, the European and the Asian, so long as they represented the employees of the Respondents who were non-citizens. The Claimants argued that their constitution allowed membership to all races and to all categories of workers.

The Claimants strongly argued that the dividing line which the Respondents were attempting to introduce in this dispute was contrary to Kenya Constitution, article 24, which gave individuals freedom to choose to which organization they wanted to belong or associate with. The Claimants pointed out that since the formation of their second branch, the Respondents had no grounds for insisting on further demarcation. The Claimants stated that the Respondents were clinging to the old policy laid down by European Councillors which was intended to demoralize the Claimants so that the Respondents would have, in the end, to deal with a weak Union. The Claimants submitted that if the Respondents' arguments were accepted, then the Claimants would be deprived of able leadership, moreover the educated group of employees would be excluded from their membership. The Claimants argued that if the Respondents' contentions were accepted it would deteriorate the industrial relations within the Nairobi City Council. The Claimants submitted that recognition was their right and not a privilege. The Claimants stated that from 1960 to date the workers in scales under dispute had had only one unilateral salary review which, in fact, reduced the salary scales. The degree of frustration amongst this group of workers was so much that immediate action was required.

The Claimants called two witnesses one of whom was Senator Lubembe, the Secretary General of C.O.T.U., who confirmed that the Kenya Federation of Labour had, at no time, made any agreement of demarcation between the unionizable and the non-unionizable employees with the Federation of Kenya Employers. He stated that there had been discussions between the Kenya Federation of Labour and the Federation of Kenya Employers at which the Kenya Federation of Labour had been represented by the then Director of Organization Mr. Mak'Anyengo, but no agreement had been reached and although discussions had taken place, no final decisions were taken. In any case, any decision taken by the National Joint Consultative Council had to be ratified by the Kenya Federation of Labour, which had never been done.

Senator Lubembe, finally, stated that the question of unionizable and non-unionizable employees would, in the near future, be discussed by the National Joint Consultative Council which had been recreated by C.O.T.U. and F.K.E. The other witness stated that although he was employed in the City Treasurer's Department, he could not see how his duties would clash with his Union activities. He also stated that he had not received any complaints from his superior officer in this respect. In these circumstances, the Claimants requested the Court to order that the recognition agreement between them and the Respondents should be extended to cover all salaried staff in Scales 1 to 38 inclusive without any exceptions.

#### MAIN SUBMISSIONS ON BEHALF OF THE RESPONDENTS

5. The Respondents submitted that they had, at no time, refused to recognize the Claimants in respect of salaried staff. The only problem was that the Claimants had refused to accept the principle of the exclusion of Managerial, Supervisory and Confidential staff from such recognition. The document which the Respondents had tabled for discussions, which they submitted to Court as Appendix 4 to their memorandum, had been drawn up in accordance with the definitions which had unanimously been agreed at a meeting of the National Joint Consultative Council held on 18th September 1963. This report had been distributed to all members of the National Joint Consultative Council and Senator Lubembe had submitted it for adoption at this meeting. Although Senator Lubembe had criticized the definitions to some extent, he had stated that the new definitions were more workable than the original and would help both sides to reach agreement. The Respondents stated that the National Joint Consultative Council had then proceeded to adopt the proposals which are set out hereinbelow:—

##### *"Confidential, Managerial and Supervisory Staff"*

At the meeting of the National Joint Consultative Council held on 18th September 1963, it was unanimously agreed to accept the report of the Special Sub-committee as follows:—

The Special Sub-committee agreed there was a necessity to give further interpretation to the decisions on this subject which were agreed by the National Joint Consultative Council in April 1962. The Committee unanimously agreed to submit the undernoted definitions and interpretations to the National Joint Consultative Council.

##### *Confidential*

A person who is engaged in work of a confidential nature, e.g. who has access to confidential information which could be of use to a Union, or who is directly training for such a position.

The following list is indicative of the type of job which would be covered by this definition:—

Staff dealing with Senior Management salaries (it should be noted that this does not include staff preparing salaries of unionizable employees.)

Staff employed in Personnel Department dealing with and having direct access to personnel matters.

Personal Secretaries to Senior Management.

##### *Directive and Administrative*

A person who is a member of the Management or Executive Staff, or who is directly training for such a position. Such persons are those involved in formulating and putting into operation the company policy.

##### *Representation*

A person who represents the company in a specified geographical area or field of activity, or who is directly training for such a position. (It should be noted that this does not include salesmen and demonstrators.)

##### *Supervisory*

A person who supervises the work of others, who is responsible for a section of the activities of the company, who is required by Management as part of his duties, to make recommendations in connexion with hiring, firing, promotion or disciplinary action, and to whom subordinate staff would apply in the first instance for the remedy of grievances if, in connexion with the foregoing the exercise of such authority requires independent judgement, this therefore excludes from this definition Charge Hands."

In these circumstances the Respondents submitted that the Court should rule in their favour and order that all those employees who were engaged in Managerial, Supervisory and Confidential type of work should be excluded from the Claimants' membership. The Respondents further stated that they were prepared to abide by the decisions of an independent tribunal or an investigator to determine which of the jobs fell within the aforesaid categories.

The Respondents called D. Richmond, the Executive Officer of the Federation of Kenya Employers to give evidence in support of their case. Mr. Richmond stated that negotiations had begun regarding exclusion of certain categories of workers from Union membership as far back as December 1961, and as a result of a sub-committee's recommendations various definitions of Confidential, Managerial and Supervisory staff had been worked out. The Claimants' representation on

the sub-committee was Messrs. Mak'Anyengo, Ogutu and Muhanji. This sub-committee made its report to the annual meeting on 27th April 1962, and these definitions were unanimously accepted. In April 1963, Senator Lubembe had pointed out certain difficulties that had arisen in connexion with these definitions and another sub-committee was formed consisting of Senator Lubembe as Chairman. Mr. Richmond stressed that the principle of excluding certain members of the staff falling into the aforesaid categories was never in question and had always been accepted. The sub-committee was to inquire into the interpretations of these definitions. On 18th December 1963, Senator Lubembe submitted his report to the National Joint Consultative Council and Mr. Richmond then gave details of the minor amendments that were recommended to the existing definitions. Mr. Richmond did, however, concede that the minutes of this meeting had not been confirmed by a subsequent meeting of the National Joint Consultative Council although they had been widely circulated. Mr. Richmond informed the Court that at the request of C.O.T.U. the following item had appeared on the agenda:—

"Demarcation to determine once again those who may be regarded as Management."

Subsequently he had received a letter from Senator Lubembe pointing out that there was no question of revising these definitions as they had never been agreed. On receipt of this letter Mr. Richmond amended the agenda on this subject as follows:—

"Demarcation—to determine once again who may be regarded as Management."

Mr. Richmond stated that this matter rested here at present.

The Respondents strongly requested the Court to rule that the Claimants had not made any case and that the Court should find that due to the principle of certain Confidential, Managerial and Supervisory staff being excluded from Union membership had been accepted, all those employees falling in these categories employed by them, should be outside the purview of the Claimants. The Respondents conceded that the question of deciding which jobs would fall within the aforesaid definitions, detailed consultations would have to be carried out with the Claimants.

#### AWARD

6. The Court has very carefully considered the submissions made by the Parties and the evidence tendered in support thereof. It is obvious that the question of extending recognition agreement to the Claimants to cover salaried staff in Scales 1-36 inclusive is not in dispute. The Respondents are prepared to grant this, provided staff in Managerial, Supervisory and Confidential grades is excluded. The Respondents are further prepared to define the various posts after negotiations with the Claimants. The Claimants on the other hand do not accept this principle and want each and every post to be gone into to determine whether or not it should be excluded from their membership.

The Court has no doubt that certain posts should be excluded from Union membership and, in fact, the F.K.E./K.F.L. Joint Consultative Sub-committee had also accepted this principle as far back as 1962. Since then, however, there have been difficulties in interpreting the various definitions of Managerial, Supervisory and Confidential staff. This matter is coming up for discussions before the Joint Consultative Council and the agenda is worded as follows:—

"Demarcation—to determine once again who may be regarded as Management."

In view of this the Court has no other alternative but to award the Claimants the right to represent staff in Scales 1-36 inclusive. The Court has further decided to refer the question of defining various posts for the purpose of Union membership or otherwise to a sub-committee of Joint Consultative Council which should have four members—two from C.O.T.U. and two from F.K.E. This sub-committee should go through Appendix 4 of the Respondents' memorandum (in which are listed all posts between Scales 1-36) in consultation with the Claimants and the Respondents, to determine which posts should be excluded from the Claimants' membership. If after this exercise there is still any doubt on whether or not certain posts should be excluded from the Claimants' membership, then the matter should be referred back to the Court for final decision. This reference back to the Court, if necessary, should be done after six months of the date of the Court award.

In view of the rather unfortunate and unhappy state of affairs regarding the question of which posts should be excluded from the Claimants' membership, the Court feels that both F.K.E. and C.O.T.U. should take urgent steps to finalize it.

Given in Nairobi this 16th day of August 1966.

SAEED R. COCKAR,

President.

A. A. OCHWADA, M.P.,

M. JAHAZI, M.P.,

Vice-Presidents.

A. OGOLA,

J. W. OUKO,

Members.



## THE INDUSTRIAL COURT

CAUSE No. 48 OF 1965

## Parties:—

Kenya Union of Commercial Food and Allied Workers  
(Claimants)

and

Brewing and Bottling Association of Kenya (Respondents)  
(Bottling Group)

## Issue in dispute:—

Gratuity.

1. The Parties were heard in Nairobi on the 21st day of July 1966, and relied on their written and verbal submissions.

## GENERAL BACKGROUND

2. The Court announced its award in this dispute on the 6th day of January 1966, and made the following order on the issue of Gratuity:—

"The Court refers this issue back to the Parties for further negotiations as the Claimants during the hearing submitted different demands to those made in their written submissions."

The Parties met on 21st June 1966, for further discussions, but failed to reach an agreement and referred the matter back to the Court.

The present agreement on this issue is reproduced hereinbelow:—

## "15. Gratuity:

- (a) All employees other than those who are members of the retirement benefit scheme shall be entitled on retirement to a gratuity subject to the provisions of subparagraphs (b), (c) and (d) below.
- (b) An employee who retires from the services of the Company at the age of 55 years after completing not less than ten years' continuous service, shall receive a gratuity. This shall be paid at the rate of half a month's salary as paid to the employee at the date of retirement and multiplied by the total number of completed years of service.
- (c) Service for the purpose of gratuity shall be deemed to commence from 1st March 1956, provided where an employee is discharged on medical grounds (other than through his own neglect, and otherwise than under the Workmen's Compensation Act 1948) or in the event of the death of the employee, the Company shall grant a gratuity to the employee (or his dependants) if his services have extended to 24 consecutive months (two years) or more, and such gratuity shall be calculated in the manner prescribed in (b) above, provided that the Company may refuse to pay a gratuity in whole or in part to any employee who is dismissed for serious and wilful misconduct or neglect.
- (d) When an employee is retired by the Company on the grounds of old age, and provided always that:—
  - (i) he had attained the age of 55 years by medical certification; and
  - (ii) he has completed five years with the Company, the employee shall be granted a gratuity. This gratuity shall be paid at the rate of half a month's wages as paid to the employee at the date of retirement and multiplied by the total number of completed years' service."

## MAIN SUBMISSIONS ON BEHALF OF THE CLAIMANTS

3. The Claimants submitted that they were unhappy with subclause (b) of clause 15 quoted hereinabove as it contained two qualifications before an employee could be entitled to gratuity, that is, he must attain the age of 55 years and should complete ten years of service. The Claimants stated that this was unjust and harsh on employees and they wanted the gratuity to be paid to any employee on completion of ten years' service or more irrespective of the fact that he was under 55 years of age. The Claimants submitted that although gratuity was a gift, it was actually paid in expression of gratitude for services rendered to an employer. The Claimants argued that the question of retirement age was more appropriate and relevant to retirement benefit or pension schemes, and not gratuity.

The Claimants further submitted that as their agreement with the Respondents allowed review of the various provisions made in their agreement, they were entitled to ask the Court to amend this particular provision so that it could be more favourable to the employees. The Claimants drew the Court's attention to their agreement with the Brewing Industry where gratuity was not tied to the retirement age of the employee and stated that the provision as it stood now, was most unusual. The Claimants strongly refuted the Respondents' allegation that they were seeking this amendment to coincide with general agitation that was going on in the country just now on the Provident Fund issue. The Claimants also stated that the bulk of the employees were not covered either by

Provident Fund or Pension Scheme. In these circumstances the Claimants requested the Court to award the following subclause (b):—

"An employee who retires from the service of the Company at the age of 55 years or after completing not less than ten years' continuous service, shall receive a gratuity . . ."

Alternatively, the Claimants proposed that the whole of subclause (b) be reworded as follows:—

"An employee who retires from the service of the Company after completing not less than ten years' continuous service shall receive a gratuity. This shall be paid at the rate of half a month's wage as paid to the employee at the date of retirement and multiplied by the total number of completed years of service."

## MAIN SUBMISSIONS ON BEHALF OF THE RESPONDENTS

4. The Respondents submitted that this clause in the present form came into existence in the early part of 1962, as a result of joint negotiations between the Claimants and individual companies, who at that stage did not constitute a group. It became part of the group's agreement in March 1963. The Respondents stated that this clause had not been subject of dispute since that date and the only record of it being raised in debate occurred in the Minutes of the meeting held on Monday, 23rd August 1965, when the Claimants made a somewhat inconclusive move to reduce the element of providence now existing in the clause.

On 31st June 1966, the Claimants had proposed that the clause be altered under three headings:—

- (a) that service should not be deemed to commence from 1st March 1956, but should commence with the employee's date of engagement;
- (b) that the employee should qualify to receive the gratuity after ten years' service; and
- (c) that the retirement age of 55 be abolished, thus making gratuities payable at any age, subject only to the completion of ten years' service and not termination of employment.

The Respondents submitted that, they were justified in resisting the Claimants' demand as stated above as they were in logical pursuit of the policy they had adopted in 1962. By introducing a gratuity clause the Respondents had intended that the employees' services should be recognized by making provision for their old age and ensuring the monies would be available. The Respondents were also of the view that, the present demand by the Claimants for altering the terms of this clause amounted to a demand for improvidence. Such a demand was in conflict with the original policy and in conflict with the established Government policy today. The Respondents submitted that the Claimants' present demands were clearly associated with the current pressure for the liquidation of all such funds. It was also relevant, that their demands coincided with the 10th anniversary of the scheme.

The Respondents argued that, the gratuity scheme in dispute was intentionally negotiated and linked up with the retirement of an employee from the services of the Respondents and that as the Claimants had failed to make out any exceptional circumstances to warrant the amendment sought, the Court should reject this demand.

## AWARD

5. The Court has very carefully considered the provision that exists at present on the issue of gratuity and the submissions of the Parties in respect thereto.

The Court finds that, this scheme is unusual and unfair and not in consonance with the prevailing conditions for such schemes in this country. The unusual feature is that, it is tied to an employee reaching the age of 55 years, which makes it more on the lines of a retirement scheme; hence the object of "gratuity" is defeated.

The Court has given anxious thought to the financial burden, which any amendment to the existing scheme will place on the Respondents, but has come to the conclusion that no such additional burden will be placed on them.

In order to make the existing scheme fair and to bring it into line with the prevailing conditions for such schemes, the Court awards the following amendment to clause 15 (b):—

- 15. (b) An employee who retires from the services of the Company after completing not less than ten years' continuous service, shall receive a gratuity.

The remaining part of the clause and other clauses shall remain as at present.

Given in Nairobi this 13th day of August 1966.

SAEED R. COCKAR,  
President.

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

GAZETTE NOTICE No. 3109

## THE GOVERNMENT LANDS ACT

(Cap. 280)

KIKUYU TOWNSHIP—PLOTS FOR SHOPS, OFFICES AND FLATS  
(EXCLUDING PETROL STATION)

THE Commissioner of Lands on behalf of the President of the Republic of Kenya gives notice that the plots in Kikuyu 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 at the Office of the District Commissioner, Kiambu, 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 District Commissioner, Kiambu, stating the plots required in order of preference.

4. Applications must be sent so as to reach the District Commissioner, Kiambu, not later than noon on the 13th day of September 1966.

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

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

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

7. Applicants must produce documentary evidence to indicate that they have sufficient funds available for the development of the plots.

*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 notifications of the approval of the grant.

5. Each allottee of a plot shall pay to the Commissioner of Lands within 14 days of notification that his application has been approved, the initial estimated amount for the construction of roads and drains to serve the plot, the assessed stand premium and proportion of annual rent, together with the survey fees payable in respect of the preparation and registration of the grant (Sh. 225) and the stamp duty in respect of the grant (approximately 2 per cent of the stand premium and the 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 the plans and specifications previously approved in writing by the Commissioner of Lands and the Local Authority. The Commissioner shall not give his approval unless he is satisfied that the proposals are such as to develop the land adequately and satisfactorily.

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

Provided that if default 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 authorised by him on behalf of the President of the Republic of Kenya to re-enter into and upon the land or any part thereof in the name of the whole and thereupon the term hereby created shall cease but without prejudice to any right of action or remedy of the President or the Commissioner in respect of any antecedent breach of any condition herein contained.

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

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

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

5. The land and buildings shall only be used for shops (excluding a petrol station), offices and flats.

6. The buildings shall not cover more than 90 per centum of the area of the land if used for shop and/or office purposes only or such lesser area 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 purpose 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 except with the prior consent in writing of the Commissioner of Lands: no applications 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 sum as the Commissioner may estimate to be the proportionate cost of constructing all roads and drains and sewers serving or adjoining the land and shall on completion of such construction and the ascertainment of the actual proportionate cost either pay (within seven days of demand) or be refunded the amount by which the actual proportionate cost exceeds or falls short of the amount paid as aforesaid.

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.

Dated at Nairobi this 16th day of August 1966.

## SCHEDULE

Plot No.	Area (Approx.)	Stand Premium	Annual Rent	Road Charges	Survey Fees
	<i>Acres</i>	<i>Sh.</i>	<i>Sh.</i>		
23	0.1148	2,000	400	Payable	Payable
24	0.1148	2,000	400	on demand	on demand
Unsurveyed	0.1446	2,820	564		



## THE GOVERNMENT LANDS ACT

(Cap. 280)

THIKA—PLOTS FOR SHOPS, OFFICES AND FLATS  
(EXCLUDING THE SALE OF PETROL)

THE Commissioner of Lands gives notice that plots in Thika Municipality as described in the Schedule hereto are available for alienation and applications are invited for the direct grant of the plots.

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

3. Application forms, on the approved *pro forma* obtainable from the Town Clerk, Thika, should be submitted to the Commissioner of Lands, Nairobi, through the Town Clerk, Thika.

4. Applications must be sent so as to reach the Town Clerk, Thika, not later than noon on 15th September 1966.

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

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

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

## General Conditions

1. The ordinary conditions applicable to township grants of this nature except as varied hereby shall apply to this grant.
2. The grant will be made under the provisions of the Government Lands Act (Cap. 280 of the Laws of Kenya), and title will be issued under the Registration of Titles Act (Cap. 281).
3. The grant will be issued in the name of the allottee as stated in the letter of application.
4. The term of the grant will be for 99 years from the first day of the month following notification of the approval of the grant.
5. Each allottee of a plot shall pay to the Commissioner of Lands within 14 days of notification that his application has been approved, the initial estimated amount for the construction of roads and drains to serve the plot, the assessed stand premium and proportion of annual rent, together with the survey fees payable in respect of the preparation and registration of the grant (Sh. 225) and the stamp duty in respect of the grant (approximately 2 per cent of the stand premium and annual rent). In default of payment within the specified time the Commissioner of Lands may cancel the allocation and the applicant shall have no further claim to the grant of the plot.

## Special Conditions

1. No buildings shall be erected on the land nor shall additions or external alterations be made to any buildings otherwise than in conformity with plans and specifications previously approved in writing by the Commissioner of Lands and Local Authority. The Commissioner shall not give his approval unless he is satisfied that the proposals are such as to develop the land adequately and satisfactorily.
2. The grantee shall within six months of the commencement of the term submit in triplicate to the Local Authority and the Commissioner of Lands plans (including block plans showing the position of the buildings and a system of drainage for the disposal of sewage, surface and sullage water), drawings, elevations and specifications of the buildings the grantee proposes to erect on the land and shall within 24 months of the commencement of the term complete the erection of such buildings and the construction of the drainage system in conformity with such plans, drawings, elevations and specifications as amended (if such be the case) by the Commissioner:

Provided that if default shall be made in the performance or observance of any of the requirements of this condition it shall be lawful for the Commissioner of Lands or any person authorized by him on behalf of the President, notwithstanding anything to the contrary contained in the Government Lands

Act (Cap. 280), to re-enter into and upon the land or any part thereof in the name of the whole and thereupon the term hereby created shall cease but without prejudice to any right of action or remedy of the President or the Commissioner in respect of any antecedent breach of any condition herein contained.

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

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

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

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

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

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

8. The grantee shall not subdivide the land.

9. The grantee shall not sell, transfer, sublet, charge or part with the possession of the land or any part thereof 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:

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

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

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.

Dated at Nairobi this 16th day of August 1966.

## SCHEDULE

L.R. No.	Area (Approx.)	Stand Premium	Annual Rent	Road Charges	Survey Fees
	<i>Acres</i>	<i>Sh.</i>	<i>Sh.</i>	<i>Payable on demand</i>	<i>Sh.</i>
520	0.1653	4,000	800		199
521	0.1653	4,000	800		199
522	0.1653	4,000	800		199

## GAZETTE NOTICE No. 2917

THE GOVERNMENT LANDS ACT  
(Cap. 280)

## NAKURU MUNICIPALITY

*Plots for Private Residential Purposes*

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

2. A plan of the plots may be seen at the Public Map Office situated in the Lands Department Building, City Square, Nairobi, or at the Office of the District Commissioner, Nakuru, 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 District Commissioner, Nakuru, stating the plot required in order of preference. Applications must be on prescribed forms which are available from Lands Department, District Commissioner, Nakuru, or Town Clerk, Nakuru.

4. Applications must be sent so as to reach the District Commissioner not later than noon on the 23rd day of September 1966.

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

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

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

*General Conditions*

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

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

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

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

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

*Special Conditions*

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

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

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

3. The grantee shall maintain in good and substantial repair and conditions 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 is/are unable to complete the buildings within the period aforesaid the Commissioner of Lands shall (at the grantee's expense) accept a surrender of the land comprised herein:

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

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

6. The buildings shall not cover more than 50 per centum of the area of the land.

7. The grantee shall not subdivide the land.

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

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

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

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

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

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

Dated at Nairobi this 9th day of August 1966.

## SCHEDULE

Plot No.	Area acres (approx.)	Stand Premium	Annual Rent	Road Charges	Survey fees
LR.451/560	0.2755	Sh. 1,653	Sh. 331	on demand	Sh. 199
451/561	0.2755	1,653	331	"	199
451/766	0.240	1,440	288	"	199
451/767	0.240	1,440	288	"	199
451/768	0.240	1,440	288	"	199

# THE GOVERNMENT LANDS ACT

(Cap. 280)

SULTAN HAMUD—SITE FOR A PETROL SERVICE STATION—  
PLOT No. 37

THE Commissioner of Lands gives notice that applications are invited in terms of proposals for development of the above-mentioned plot as described in the Schedule hereto.

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

## *Conditions of Sale*

1. Applications should be addressed to the Commissioner of Lands, P.O. Box 30089, Nairobi, to reach him before noon on 6th September 1966.

2. Each application should be accompanied by a statement indicating:—

- (a) the detailed development proposals of the land, name of the consultant to be employed on the erection of the buildings. A site layout plan showing the siting of the proposed buildings in relation to the boundaries of the land should also be submitted;
- (b) the amount of capital available for development, together with a statement from the applicants' bankers certifying that the amount is available for the construction of the buildings;
- (c) the development will be in accordance with the Local Authority's By-laws.

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

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

4. The successful applicant will be required to pay within 14 days of notification that his application has been successful the stand premium set out in the Schedule, the proportionate amount of rent and the fees payable in respect of the preparation and registration of the title together with stamp duty and the estimated cost of the construction of roads, drains and sewers to serve the plot. In default of payment within the specified period the Commissioner of Lands may cancel the allotment and the applicant shall have no claim to the plot.

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

6. The term of the grant will be for 99 years from the first day of the month following the notification that the application has been successful.

## *Special Conditions*

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

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

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

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

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

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 stand premium. In the event of notice being given after the expiration of the building period no refund shall be made.

5. The land and buildings shall only be used as a petrol service station.

6. The grantee shall not subdivide the land.

7. The grantee shall not sell, transfer, sublet, charge or part with the possession of the land or any part thereof or any buildings thereof.

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

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

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

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

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

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

Dated at Nairobi this 22nd day of July 1966.

## SCHEDULE

Area.—0.2296 acre (approximately).

Stand premium.—Sh. 6,000.

Annual rent.—Sh. 1,200.

Survey fees.—Sh. 199.

Estimated cost of roads and drains.—On demand,

GAZETTE NOTICE No. 2840

THE GOVERNMENT LANDS ACT  
(Cap. 280)

CITY OF NAIROBI—SITE FOR HOTEL

Unsurveyed Plot—Nairobi Airport (Embakasi Village)

THE Commissioner of Lands gives notice that applications are invited in terms of proposals for the development of an unsurveyed plot situated in Embakasi Village close to Nairobi Airport, for the purposes of an hotel. Applicants or their consultants should familiarize themselves with the City Council's road proposals for the area.

*Conditions of Sale*

1. Sealed envelope marked "Application for Hotel Site" should be deposited with the Commissioner of Lands before noon on 31st August 1966. Any correspondence other than the tender itself should not be marked in this way as applications will not be opened until the closing date.

2. Plans of the site may be inspected in the Department of Lands, Nairobi.

3. Each application should be accompanied by a statement indicating:—

(a) The outline proposals of the applicant for the development of the site, which may include sketch designs and should show—

(i) principal access;

(ii) an indication of the number of bedrooms;

(iii) the number and nature of public rooms to be provided;

(iv) the applicant's proposals for dealing with traffic circulation and car parking on the plot.

This accommodation to be complete and ready for occupation within 36 months of the commencement of the term of the grant. Applicants may, if they wish, indicate their plans for subsequent additional development.

(b) The amount of capital available for development together with a statement from the applicant's bankers, or from the representative of some other financial institution acceptable to the Commissioner, certifying that this amount is either immediately available, or will to the best of his belief become available during the course of the construction of the hotel.

4. The successful applicant will be required as a condition precedent to a grant, to deposit with such person or body as the Commissioner may direct, securities of a nature to be approved by the Commissioner equal in value to a total of 10 per cent of the amount of capital it is proposed to expend on the project exclusive of the cost of the land and the roads, drains and sewers to serve it and will accompany those securities by signed forms of transfers and/or other documents necessary to vest the said securities in the person or body directed by the Commissioner without further assurance in the event of the same becoming forfeited as hereinafter provided. The said securities together with the signed transfer and/or documents shall be held by the person or body aforesaid upon the following terms and conditions, that is to say—

(i) so long as the applicant shall perform and observe all and singular the covenants and conditions herein expressed to be performed and observed by the applicant, the Commissioner shall not direct that action upon the said transfer and/or documents should be taken;

(ii) so long as the applicant shall perform and observe all and singular the covenants and conditions herein expressed to be performed and observed by him as aforesaid, the applicant shall be entitled to receive and be paid all interest accruing due in respect of the said securities;

(iii) when the applicant shall have duly performed and observed all the covenants and conditions to be performed by him as aforesaid within the time herein prescribed (time being the essence of the contract), the Commissioner shall hand the applicant both the securities and transfers and/or documents hereinbefore referred to;

*Roads and drains charges.*—Sh. 40,000 (very approximately).

(iv) if the applicant shall fail to comply with Special Condition No. 1 of the grant (time being the essence of the contract), the Commissioner shall be at liberty to direct that the said transfers and/or other documents be presented and the said securities shall be forfeited.

5. The successful applicant will be required to pay within 28 days of notification that his application has been successful the stand premium set out in the Schedule, together with the proportionate amount or rent due to 31st December following, the survey fees and fees payable in respect of the preparation and registration of the title, together with the stamp duty and the proportionate cost as so far estimated of roads, drains, sewers. Title will be issued as soon as possible.

6. The grant will be made under the Government Lands Act (Cap. 280 of the Laws of Kenya), and title will be issued under the Registration of Titles Act. The term of the grant will be 99 years from the first day of the month following the notification that the application has been successful.

*Special Conditions*

1. The grantee shall erect complete for occupation within 36 months of the commencement of the term buildings of approved design on proper foundations constructed of stone, burnt brick or concrete with roofing of tiles or other permanent materials approved by the Commissioner.

2. The grantee shall maintain the buildings (including the external paintwork) in good and substantial tenantable repair and condition.

3. The buildings shall not be erected until plans (including block plans showing the positions of the buildings and a system of drainage for disposing of sewage, surface and sullage water of the land), drawings, elevations and specifications thereof shall have been approved in writing by the Local Authority and the Commissioner. Such plans, drawings, elevations and specifications shall be submitted in writing in triplicate to the Commissioner through the Local Authority within nine months of the commencement of the term.

4. The land and buildings shall only be used for hotel purposes.

5. The grantee shall not subdivide the land.

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

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

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

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

*SCHEDULE*

*Plot No.*—Unsurveyed.

*Area.*—1.75 acres (approximately).

*Stand premium.*—Sh. 30,000.

*Annual rent.*—Sh. 6,000.

GAZETTE NOTICE No. 2841

THE GOVERNMENT LANDS ACT  
(Cap. 280)

RESIDENTIAL PLOT—NAIROBI SOUTH AREA "B"

THE Commissioner of Lands gives notice that applications are invited for a plot of land in Nairobi South Estate "B" Area for the purpose of private residence. A plan of the plot may be seen in Lands Department, Nairobi, or may be obtained by post on payment of Sh. 6, postage free, from the Public Map Office, P.O. Box 30089, Nairobi.

*Conditions of Sale*

1. Applications should be submitted to the Commissioner of Lands, P.O. Box 30089, Nairobi, on or before noon on 31st August 1966. Applicants must enclose with their applications their cheque for Sh. 1,000 as a deposit made payable to the Commissioner of Lands which will be dealt with as follows:—

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

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

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

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

#### General Conditions

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

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 99 years from the first day of the month following the issue of the letter of allotment.

#### Special Conditions

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

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

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

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

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

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

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

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

6. The grantee shall not subdivide the land.

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

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

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

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

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

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

Dated at Nairobi this 23rd day of July 1966.

#### SCHEDULE

L.R. No.—209/3674.

Area.—0.1492 acre (approximately).

Stand premium.—Sh. 2,080.

Annual rent.—Sh. 416.

Road charges.—Sh. 4,556/35.

Survey fees.—Sh. 199.

#### GAZETTE NOTICE No. 3110

#### THE GOVERNMENT LANDS ACT

(Cap. 280)

#### CORRECTION

THE Schedule appended hereto should be substituted for the one which appeared at the end of Gazette Notice No. 2917 of 9th August 1966.

#### SCHEDULE

Plot No.	Area acres (approx.)	Stand Premium	Annual Rent	Road Charges	Survey fees
LR. 451/560	0.2755	Sh. 1,653	Sh. 331	on demand	Sh. 199
451/561	0.2755	1,653	331	"	199
451/766	0.240	1,440	288	"	199
451/767	0.240	1,440	288	"	199
451/768	0.240	1,440	288	"	199

P. M. THUMI,  
for Commissioner of Lands.

#### GAZETTE NOTICE No. 3111

#### THE GOVERNMENT LANDS ACT

(Cap. 280)

LAIKIPIA DISTRICT—OUTSPAN—L.R. No. 2745

THE Commissioner of Lands gives notice that applications are invited in respect of alienation of the agricultural land described hereinbelow:—

(2) Applications should be submitted to the Commissioner of Lands, P.O. Box 30089, Nairobi, to arrive not later than noon on Thursday, 15th September 1966.

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

#### DETAILS

Description.—Government Land bordered by Nanyuki River and adjoining L.R. No. 2744.

Locality.—Laikipia District.

Area.—286 acres (approximately) less 20 acres to be reserved for the Director of Veterinary Services.

Unimproved value.—Sh. 3,600.

Annual rent.—Sh. 36.

Term.—The land shall be consolidated with an adjoining farm and the lease shall be coterminous.

Dated at Nairobi this 12th day of August 1966.

## GAZETTE NOTICE NO. 3112

## THE TRADE MARKS ACT

(Cap. 506)

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

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

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

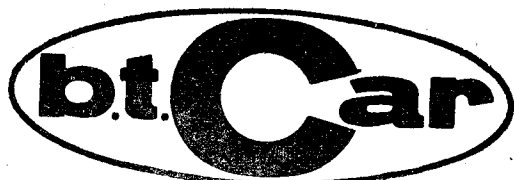
Formal opposition should not be lodged until after reasonable notice has been given by letter to the applicant for registration so as to afford him any opportunity of withdrawing his application before the expense of preparing the notice of opposition is incurred. Failure to give such notice will be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

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

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

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

## CLASS 1—SCHEDULE III



Registration of this trade mark shall give no right to the exclusive use of the letters, b, t and c when used either singly or together.

B.13488.—Chemical products for adding to petrol and other fuels to improve their efficiency. AGIP S.p.A. (a Joint Stock Company registered under the Law of Italy), manufacturers of 72 Viale dell'Arte, Rome, Italy, and c/o Lysaght and Co., Agents, c/o Barclays Bank D.C.O., Government Road, Nairobi, Kenya. 1st October 1965.

## CLASS 1—SCHEDULE III

## SIMLAW'S

13218.—Fertilizers and agricultural chemicals. SIMPSON AND WHITELAW LIMITED, merchants of York House, Government Road, Nairobi, and c/o Messrs. Kaplan and Stratton, advocates, P.O. Box 111, Nairobi. 14th July 1965. To be associated with No. 7095.

## CLASS 3—SCHEDULE III

## MAX FACTOR

11894.—Perfumery, cosmetics, toilet articles, beauty products and make-up, including hair, face and body lotions, emulsions, powders, cleansers, creams, sprays and deodorants; toiletries for men including lotions, colognes, deodorants, powders and hair preparations; hair, scalp and skin preparations; soaps and shampoos. MAX FACTOR AND COMPANY (State of Incorporation—Delaware, U.S.A.), manufacturers of 1655 North McCadden Place, Hollywood, California, U.S.A., and c/o Messrs. Atkinson, Cleasby and Company, advocates, P.O. Box 29, Mombasa. To be associated with Nos. 2227, 3290, B.10271. 24th June 1963.

## CLASS 3—SCHEDULE III

## SWAY

12900.—All goods included in this class. SWASTIK OIL MILLS LTD., manufacturers of Salt Pan Road, Wadala, Bombay 31, and c/o Messrs. Kaplan and Stratton, advocates, P.O. Box 111, Nairobi. 5th March 1965.

## CLASS 5—SCHEDULE III

## CALC-VITA

12400.—All goods included in Class 5 containing calcium. ROCHE PRODUCTS LIMITED, manufacturers of 40, Broadwater Road, Welwyn Garden City, Hertfordshire, England, and c/o Messrs. Atkinson, Cleasby and Company, advocates, P.O. Box 29, Mombasa. To be associated with Nos. 13746 and 13477. 17th May 1964.

## CLASS 5—SCHEDULE III

## FLY-TOX

B.13242.—Preparations for protecting and preserving plants, weed killers, insecticides, fungicides and vermin destroying preparations, moth repelling and destroying preparations, and insect repelling preparations for human use and for veterinary use. J. R. GEIGY S.A., manufacturers of Basle, Switzerland, and c/o Messrs. Atkinson, Cleasby and Company, advocates, P.O. Box 29, Mombasa. 16th July 1965.

## CLASS 5—SCHEDULE III

## ENTONOX

12814.—Anaesthetic gases and oxygen and mixtures thereof, all for medical, dental and veterinary use. THE BRITISH OXYGEN COMPANY LIMITED (a British Company), manufacturers and merchants of Hammersmith House, London, W.6, England, and c/o Messrs. Atkinson, Cleasby and Company, advocates, P.O. Box 29, Mombasa. To be associated with No. 12815. 19th January 1965.

## CLASS 9—SCHEDULE III

**AC**

13084.—In respect of "Speedometers, petrol level indicators and oil pressure gauges, and parts thereof; sparking plug gauges and parts of speedometers; oil strainers; and component parts of oil strainers, petrol level indicators, oil pressure gauges and of speedometers all being goods of ordinary metal not included in other classes. GENERAL MOTORS CORPORATION (a Corporation of the State of Delaware, U.S.A.), manufacturers of West Grand Boulevard and Cass Avenue, Detroit, State of Michigan, U.S.A., and c/o Messrs. Atkinson, Cleasby and Company, advocates, P.O. Box 29, Mombasa. To be associated with No. 2403. 29th May 1965.

## CLASS 9—SCHEDULE III

## MINIWATT

Registration of this trade mark shall give no right to the exclusive use of the word "WATT" apart from the mark as a whole.

13070.—All goods included in Class 9 including electronic tubes and semi-conducting devices. N. V. PHILIPS GLOEILAMPENFABRIEKEN, manufacturers and merchants of Emmasingel 29, Eindhoven, The Netherlands, and c/o Messrs. Kaplan and Stratton, advocates, P.O. Box 111, Nairobi. 19th May 1965.

## CLASS 22—SCHEDULE III

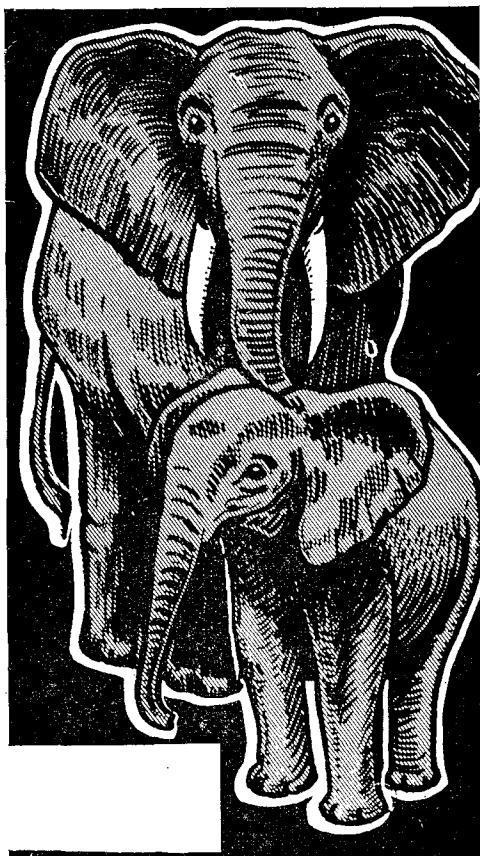


Registration of this trade mark shall give no right to the exclusive use of the letter "S" except in the form shown in the device.

13643.—Sisal ropes and twines and other sisal products. TANGANYIKA SISAL SPINNING COMPANY LIMITED, a limited liability company incorporated in Tanzania, manufacturers of c/o Messrs. Queensway Trustees Limited, Standard Bank Building, City Drive, P.O. Box 45, Dar es Salaam, Tanzania, and c/o Messrs. Hamilton Harrison and Mathews, advocates, P.O. Box 30333, Nairobi. 14th December 1965.



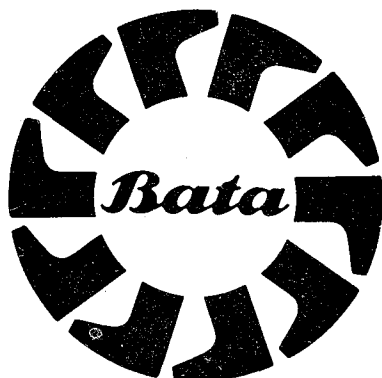
CLASS 22—SCHEDULE III



13642.—Sisal ropes and twines and other sisal products. TANGANYIKA SISAL SPINNING COMPANY LIMITED, a limited liability Company incorporated in Tanzania, manufacturers of c/o Messrs. Queensway Trustees Limited, Standard Bank Building, City Drive, P.O. Box 45, Dar es Salaam, Tanzania, and c/o Messrs. Hamilton Harrison and Mathews, advocates, P.O. Box 30333, Nairobi. 14th December 1965.

CLASS 25—SCHEDULE III

CLASS 12—SCHEDULE III

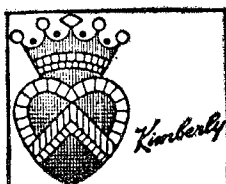


Registration of this trade mark shall give no right to the exclusive use of the devices of boots.

13220.—All kinds of footwear. EAST AFRICA BATA SHOE COMPANY LTD., manufacturers and merchants of P.O. Limuru, Kenya, and c/o Messrs. Kaplan and Stratton, advocates, P.O. Box 111, Nairobi. 14th July 1966.

13219.—Cycle tubes and tyres. EAST AFRICA BATA SHOE COMPANY LTD., manufacturers and merchants of P.O. Limuru, Kenya, and c/o Messrs. Kaplan and Stratton, advocates, P.O. Box 111, Nairobi. 14th July 1965. To be associated with No. 13220.

CLASS 25—SCHEDULE III



Registration of this trade mark shall give no right to the exclusive use of the word "KIMBERLY".

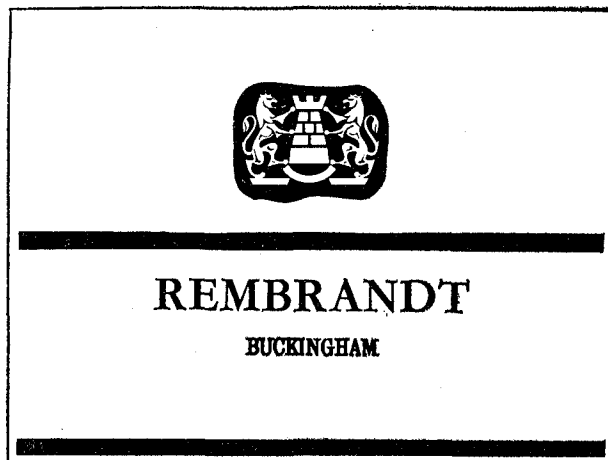
12310.—All goods included in Class 25. KIMBERLY KNITWEAR, INCORPORATED (a Corporation of the State of New York, U.S.A.), manufacturers of 1410 Broadway, New York, N.Y. U.S.A., and c/o Messrs. Atkinson Cleasby and Company, advocates, P.O. Box 29, Mombasa. 23rd March 1964.

CLASS 8—SCHEDULE III



12837.—Safety razors and safety razor blades. GILLETTE INDUSTRIES LIMITED, manufacturers and merchants of Gillette Corner, Great West Road, Isleworth, Middlesex, England, and c/o Messrs. Kaplan and Stratton, advocates, P.O. Box 111, Nairobi. 27th January 1965. To be associated with No. 8509.

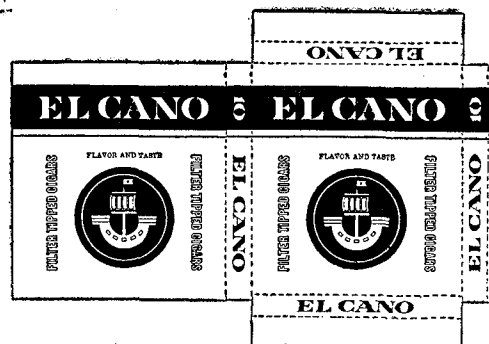
CLASS 34—SCHEDULE III



Registration of the trade mark shall give no right to the exclusive use of the word "BUCKINGHAM".

12872.—Cigarettes, tobacco and cigars. REMBRANDT TOBACCO CORPORATION (OVERSEAS) LIMITED, a Company organized and existing under the laws of Switzerland, manufacturers of Weinbergstrasse 79, Zurich 8035, Switzerland, and c/o Messrs. Atkinson Cleasby and Company, advocates, P.O. Box 29, Mombasa. 22nd February 1965.

CLASS 34—SCHEDULE III



In use in relation to goods covered by the specification of goods other than the description "filter tip cigars", the mark will be varied by the substitution of the name of such goods for the aforesaid description.

13453.—Tobacco whether manufactured or unmanufactured, including cigarettes, cigars and goods of a like nature and description to cigars. AMERICAN CIGARETTE COMPANY (OVERSEAS) LIMITED, a Company organized and existing under the laws of Liechtenstein, manufacturers of Staedtle 380, Vaduz, Liechtenstein, and c/o Messrs. Atkinson, Cleasby and Company, advocates, P.O. Box 29, Mombasa. 17th September 1965.

## CLASS 4—SCHEDULE III

**MOLYTEX**

Advertised before acceptance under the provision of section 21 (1) (e) proviso

12128.—Industrial oils and greases, lubricants and additives therefor. CALTEX OIL (KENYA) LIMITED, a Company organized and existing under the laws of Kenya, merchants of Caltex House, Sadler Street, P.O. Box 30061, Nairobi, Kenya, and c/o Messrs. Atkinson, Cleasby and Company, advocates, P.O. Box 29, Mombasa. 18th November 1963.

## CLASS 32—SCHEDULE III

**PICCOLO**

11923.—Non-alcoholic beverages. HENKELL AND CO., established under the trade law of the Federal Republic of Germany. Partners: Mr. Otto Henkell, Mr. Stefan Karl Henkell, Miss Veronika Henkell, Mrs. Annelies von Ribbentrop nee Henkell, Mrs. Franziska Schniewind nee Henkell, manufacturers of Wiesbaden-Biebrich, Henkellsfeld (West Germany), and c/o Messrs. Kaplan and Stratton, advocates, P.O. Box 111, Nairobi. To be associated with No. 11924. 5th July 1963.

## CLASS 6—SCHEDULE III

**FULLHARD**

Registration of this trade mark shall give no right to the exclusive use of the word "HARD".

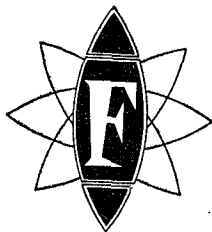
13159.—Galvanized sheets. FUJI SEITETSU KABUSHIKI KAISHA (Fuji Iron and Steel Co., Ltd.), manufacturers of 10, 3-Chome; Marunouchi, Chiyoda-ku, Tokyo, Japan, and c/o Messrs. Kaplan and Stratton, advocates, P.O. Box 111, Nairobi. 19th June 1965.

## CLASS 11—SCHEDULE III

**ARGENTA**

13071.—Installations for lighting including electric lamps of all kinds, parts thereof and fittings therefor. N. V. PHILIPS GLOELAMPENFABRIEKEN, manufacturers and merchants of Emmasingel 29, Eindhoven, the Netherlands, and c/o Messrs. Kaplan and Stratton, advocates, P.O. Box 111, Nairobi. 19th May 1965.

## CLASS 16—SCHEDULE III



**FLAMINGO**

Registration of this trade mark shall give no right to the exclusive use of the letter "F".

13546.—Paper and paper articles; printed matter; newspapers and periodicals; books; photographs; stationery; instructional and teaching material. CHALTON PUBLISHING COMPANY LIMITED, a limited liability Company incorporated in England, manufacturers of 16-19, Gresse Street, London W.1, England, and c/o Messrs. Hamilton Harrison and Mathews, advocates, P.O. Box 30333, Nairobi. 29th October 1965.

## CLASS 8—SCHEDULE III

**PHILISHAVE**

Registration of this trade mark shall give no right to the exclusive use of the word "SHAVE" apart from the mark as a whole.

13069.—Shaving and hair cutting instruments and parts and fittings included in Class 8 (Schedule III) for all the aforesaid goods. N. V. PHILIPS GLOELAMPENFABRIEKEN, manufacturers of Emmasingel 29, Eindhoven, The Netherlands, and c/o Messrs. Kaplan and Stratton, advocates, P.O. Box 111, Nairobi. 19th May 1965.

Nairobi,  
11th August 1966.

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

## GAZETTE NOTICE No. 3113

## THE TRADE MARKS ACT

(Cap. 506)

## APPLICATION ADVERTISED BUT NOT PROCEEDING

Trade Mark Application No. 11365, Jayaramdas Jethabhai Mandavia, advertised in Kenya Gazette dated 18th December 1962, Gazette Notice No. 5734, page 1413; with effect from 21st June 1966.

## CANCELLATION OF ENTRY OF REGISTERED USER

(Under section 31 (8) (b) and rule 98)

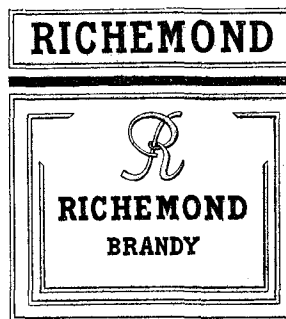
Trade Mark No. 4719: East African Match Company Limited; with effect from 12th February 1965.

## APPLICATIONS TO ADD OR ALTER REGISTERED TRADE MARK

(Notice of opposition to these proposals may be given on Form T.M.45 within one month from the date of this Gazette.)

Application has been made under section 38 of the Trade Marks Act by the Registered Proprietor of the trade mark for leave to add to or alter so that it shall have on form shown hereunder:—

12063.—JAS HENNESSY AND COMPANY, Societe a Responsabilite Limitee, Cognac-Charente, Cognac, France. (Advertised on Kenya Gazette dated 22nd October 1963, Gazette Notice No. 4252, page 1157.) The applicants disclaim the right to the exclusive use of the letter "R".



## APPLICATION AMENDED AFTER OPPOSITION

IN the matter of an opposition to Application No. 13188 (advertised in Kenya Gazette dated 20th July 1965, Gazette Notice No. 2675, page 771), for the registration by Unilever Limited of a trade mark in Class 5 and pursuant to an agreement arrived at by the parties and approved by the Registrar, the application has been amended by the alteration of the specification of goods so that it reads "Cough remedy".

## CANCELLATION ON APPLICATION OF THE PROPRIETORS

(Under section 37 (1))

Trade Mark No. 6587.—Lewis Berger and Sons (South Africa) Limited, advertised in Kenya Gazette dated 22nd March 1955, Notice No. 748, page 253; with effect from 21st September 1965.

Trade Mark No. 12730.—CHESEBROUGH—Pond's International Limited, advertised in Kenya Gazette dated 29th December 1964, Gazette Notice No. 4416, page 1466; with effect from 17th December 1965.

Trade Mark No. 12731.—CHESEBROUGH—Pond's International Limited, advertised in Kenya Gazette dated 9th February 1965, Gazette Notice No. 492, page 118; with effect from 17th December 1965.

## APPLICATIONS AMENDED AFTER ADVERTISEMENT

Trade Mark Nos. 13051 and 13052 advertised in Kenya Gazette dated 22nd June 1965, Gazette Notice No. 2203, page 639, in the name of Friden Inc. These applications have been converted for registration in Part A of the Register.

Trade Mark No. 12468 advertised in Kenya Gazette dated 22nd September 1944, Gazette Notice No. 3192, page 1041. This application has been converted for registration in Class 17 of the Register.

## APPLICATION TO ADD OR ALTER REGISTERED TRADE MARK

Trade Mark No. 5618 advertised in Kenya Gazette dated 25th November 1952, Notice No. 2606, page 1237, in the name of Charles Tanqueray and Co. Limited, has been altered under section 38 of the Trade Marks Act to the following form: "TANQUERAY".

IT IS hereby notified for general information that the following was on 18th May 1966, registered as the Registered User of the trade mark below and entered in the Register in respect of the goods stated.

*Registered Proprietor.*—Jas Hennessy and Company, of Cognac-Charente, Cognac, France.

*Registered User.*—W. and A. Gilbey (East Africa) Limited, of Plot No. 209/4958, Kingstone Road, Industrial Area, P.O. Box 18240, Nairobi.

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

*Conditions or restrictions:*—

(i) The Registered User has the right to manufacture and sell brandy under the said trade mark for an initial period of two years from the 1st day of June 1965, and thereafter for successive periods of three years subject to termination by either party after six months' prior notice. The proposed permitted use is otherwise without limit of period.

(ii) The proposed Registered User shall be the sole Registered User of the said trade mark in respect of brandy.

(iii) It is proposed that the registration shall be subject to a right of the Registered Proprietor to control the labelling of the brandy.

Trade Mark No. 12063.—“Richmond ‘R’” Label in Class 33 (Schedule III) in respect of brandy. (Advertised under Gazette Notice No. 4252, page 1157, dated 22nd October 1963.)

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

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

#### GAZETTE NOTICE No. 3114

#### THE TRADE MARKS ACT (Cap. 506)

##### CANCELLATION ON APPLICATION OF THE PROPRIETORS

(Under section 37 (1) of the above-quoted Act, with effect from 14th August 1965)

Trade Mark No. 3043: Imperial Chemical Industries Limited, advertised in Kenya Gazette dated 11th September 1945, under Notice No. 1352, page 367.

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

#### GAZETTE NOTICE No. 3115

#### FARM FOR SALE—ELBURGON

THE Minister for Agriculture and Animal Husbandry, under the powers conferred by section 187 (4) of the Agriculture Act, hereby offers for sale by public tender the undermentioned property:—

L.R. No. 5610 of 290 acres, Elburgon, the property of G. S. Powell.

The farm is situated approximately ten miles from Njoro on the Elburgon Road.

The sale will not take place before the completion of the present harvest. Preference will be given to tenders for the purchase of the farm on a walk-in/walk-out basis.

Tenderers should note that if they wish to apply for a loan from the Land and Agricultural Bank of Kenya, they must be able to deposit 50 per cent of the tendered price in cash with the bank. Proposals for applying for a development loan should be stated in the tender.

No tenders for purchase of this property below £5,000 will be considered.

All tenderers must be able to prove to the Nakuru District Agricultural Committee that they have adequate experience of agriculture and are financially capable of developing the farm to the required standards of good husbandry.

Any transaction arising out of this advertisement will be subject to the consent of the Central Rift Divisional Land Control Board.

Interested parties may view the property by arrangement with this Board's Area Manager, P.O. Box 903, Nakuru.

The Minister does not bind himself to accept the highest or any tender.

Tenders in sealed envelopes marked “Tenders for Mr. G. S. Powell's Farm” must be addressed to the undersigned to reach him on or before 15th September 1966.

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

#### GAZETTE NOTICE No. 3116

#### THE TRANSPORT LICENSING ACT (Cap. 404)

THE undermentioned applications for Road Service Licences and “B” Carrier's Licence will be considered by the Transport Licensing Board meeting along with others to be heard on 5th and 6th September 1966, at 9 a.m., at the Kisumu County Council Hall, Kisumu.

A. N. OUMA,  
*Executive Officer.*

##### ROAD SERVICE LICENCES

TLB. 6628—Silvano Ochola Teigau, Mbalanya Omwake and Julias Olukoye, P.O. Box 4, Maseno. Route: Luanda - Musalaba - Kakamega - Broderick Falls - Musikhu - Sikhendu - Naitiri - Ndalua - Kitale. (KCX 565, 46 passengers.)

9117—John K. Olaka, P.O. Box 1029, Busia. To increase the passenger-carrying capacity from 19 to 36 passengers. Present route: Busia - Nambare - Buyofu - Mateka - Bungoma - Lwandeti - Turbo - Eldoret. (KCY 508, 19 passengers.)

##### “B” CARRIER'S LICENCE

TLB. 1635—River Side Bar and Restaurant, P.O. Box 173, Yala. Carriage of all goods. Route: Yala-Central Nyanza District. (KCP 948, 1,468 lb.)

#### GAZETTE NOTICE No. 3117

#### THE JUBILEE INSURANCE COMPANY LIMITED (INCORPORATED IN KENYA)

##### MOMBASA

##### LOSS OF SHARE CERTIFICATE

Share Certificate No. 5369—60 shares (Dist. Nos. 27885/27909 and 16107/16141) in the name of Zinatali Kassam Virani of P.O. Box 191, Mbale.

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

Dated at Mombasa this 10th day of August 1966.

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

#### GAZETTE NOTICE No. 3118

#### THE TRADE UNIONS ACT (Cap. 233)

PURSUANT to section 63 of the above-mentioned Act, notice is hereby given that the Nairobi Master Tailors Association has been dissolved on the 16th day of August 1966.

Dated this 17th day of August 1966.

S. O. TALA,  
*Assistant Registrar of Trade Unions.*

#### GAZETTE NOTICE No. 3119

#### THE TRADE UNIONS ACT (Cap. 233)

PURSUANT to section 63 of the above-mentioned Act, notice is hereby given that the Meru branch of the Kenya Motor Engineering and Allied Workers Union has been registered under the Trade Unions Act on the 16th day of August 1966.

Dated this 17th day of August 1966.

S. O. TALA,  
*Assistant Registrar of Trade Unions.*

GAZETTE NOTICE No. 3120

## HIGH COURT AND MAGISTRATES COURT, NAIROBI

## UNCLAIMED LEGAL DEPOSITS

"TAKE NOTICE THAT the amounts shown against the cases specified in the schedule remain unpaid and unclaimed as at 31st July 1966.

Any person claiming to be entitled to any of the said sums is hereby required within three months from the date of this notice to forward his claim to the undermentioned.

Any sum remaining unclaimed at the expiration of three months from the date of this notice will be paid into the General Revenue of the Kenya Government."

G. WADDELL,  
Registrar,  
High Court of Kenya.

Nairobi,  
15th August 1966.

Date	Case No.	Parties	Amount
3-1-63	S.C.C. 732/61	H. K. S. Finance and Inv. v. Livingstone ..	45 00
15-1-63	" 939/61	Modhibin Mohd. v. Abed Salim and Others ..	33 00
22-1-63	" 1574/61	G. N. Naumaun Ltd. v. K. S. Uppal ..	150 00
25-1-63	" 31/63	S. Devji & Co. v. G. K. Ravji ..	15 00
29-1-63	" 509/63	Credit Finance v. Elisha Wagude ..	100 00
7-2-63	" 1468/62	P. D. Alexander v. D. C. Gandho ..	15 00
"	" 1275/60	Allsop Ltd. v. Mwangi and 3 others ..	45 00
"	Bay 61/57	Re: M. N. Morjaria ..	10 00
8-2-63	S.C.C. 1030/62	Old E.A. Tdg. Co. v. F. C. Benzen ..	30 00
"	" 657/62	M. Mart & Exchange v. F. Ditich ..	200 00
9-2-63	" 89/63	Dhanji & Bros. v. M. H. Quraishi ..	15 00
16-2-63	" 204/61	Thika Motor Service v. K. Kamau ..	40 00
22-2-63	" 509/61	Barclays Bank v. Velji ..	100 00
26-2-63	" 1884/61	Novelty Grocers v. L. Nathoo ..	15 00
4-3-63	" 2238/60	E. L. T. B. E. Figuerads v. Ubhi Bros. ..	120 00
5-3-63	" 603/57	Limuru Posho Mills v. Kartor Singh ..	50 00
7-3-63	" 5/58	Ref. Israel Massada ..	20 50
16-3-63	" D/C 16/63	R. K. Kalia v. K. Kalia ..	15 00
"	" 64/61	Kettles Roy v. R. D. Shah & Others ..	150 00
22-3-63	" 415/60	Yusuf Abdulgani v. Farah Soan ..	150 00
28-3-63	Bay 19/58	Re: Mohammed Paulua Mouton ..	10 00
4-4-63	S.C.C. 845/62	Bank of India v. Veljiben R. Shah ..	150 00
6-4-63	" 144/61	K.F.A. v. E. Waweru Mathare ..	50 00
9-4-63	" 509/61	Barclays Bank D.C.O. v. Embu T. Produce Co. ..	100 00
11-4-63	" 759/60	Shah P. Devchand v. E. Hussein ..	50 00
"	" 334/63	C. Dorman v. T. Const Cot. ..	15 00
13-4-63	" 339/63	Jos Hassan v. Radio Service ..	15 00
19-4-63	" 1100/60	Income Tax v. Satya Parksh ..	150 00
20-4-63	" 598/62	T. S. Nandra v. G. G. Somaiya ..	200 00
26-4-63	" 383/63	Bhamji Govindji v. V. S. Maryan ..	15 00
27-4-63	R.M.C. 871/63	A. H. Juma v. M. R. Ghaf & Sons Ltd. ..	30 00
1-5-63	S.C.C. 394/63	Enfield Cables v. E. H. Thropp ..	15 00
11-5-63	" 416/59	Equipment Ltd. v. Lumbwa Ag. Workshop ..	150 00
17-5-63	" 164/63	E. P. Gomes v. P. K. Nasir ..	15 00
22-5-63	R.M.C. 891/63	Daudi Ongere v. Nathami Musogau ..	10 00
25-5-63	S.C.C. 807/62	D. Ramji v. A. S. Bin Dunker ..	50 00
27-5-63	" 475/62	Shah Punja v. A. N. Shah ..	15 00
4-6-63	" 1215/59	Schwepes (EA) v. N. Singh & A. Singh ..	125 00
7-6-63	Bay 114/61	Ref. Vali Rahemtulla & Co. ..	10 00
14-6-63	R.M.C. 941/63	W. Mukhoma v. Tailor Wear ..	20 00
18-6-63	S.C.C. 533/63	F. Khimji & Co. v. A. M. Shah ..	15 00
19-6-63	" 828/62	N. H. Vyas v. Hotel Ambassador Ltd. ..	39 00
25-6-63	" 397/63	J. J. Dias v. Travelling Zoo ..	15 00
26-6-63	" 1140/59	Bir Singh v. C. Papatlal ..	50 00
27-6-63	" 5/63	B. Terinerics Ltd. v. James Mutua ..	20 00
"	" 681/59	Barclays Bank D.C.O. v. C. M. Patel and 2 others ..	50 00
"	Bay 45/61	K. Singh s/o N. Singh (Reference) ..	20 50
5-7-63	S.C.C. 596/63	Nairobi Produce St. v. S. N. Jimani ..	15 00
13-7-63	" 536/62	Charles Morgan v. M. Jamnadas ..	200 00
22-7-63	R.M.C. 5364/62	Standard Triumph v. N. A. Bonas J. ..	50 00
23-7-63	S.C.C. 647/63	Mrs. Jamal and others v. Mohd. Shariff M. ..	200 00
1-8-63	R.M.C. 7300/62	P. Printing Works v. Nyeri Econ. Garage ..	40 00
9-8-63	S.C.C. 1288/62	M. Fernandes v. Goan Publishers ..	20 00
23-8-63	" 45/63	Sanitary St. v. E.A. Gen. Ins. Co. ..	15 00
5-9-63	" 254/61	Tambank (K) Ltd. v. Harcharan Singh ..	200 00
23-9-63	Bay 63/57	Re. A. S. Bassatt ..	20 50
26-9-63	S.C.C. 85/63	Aspro Nicholas v. A. Produce Ltd. ..	60 00
3-10-63	" 119/63	A. V. J. F. D'Souza v. Shirimbai ..	20 00
7-10-63	" 328/63	Shah & Devshi v. A. Trivigas ..	50 00
10-10-63	Bay 104/60	Harman Singh (Reference) ..	20 50
22-10-63	S.C.C. 53/63	Solomon Mwanji v. Elijah Waweru ..	20 00
25-10-63	R.M.C. 4425/63	Jubilee Stores v. F. M. Njuguna ..	40 00
1-11-63	S.C.C. 902/61	Patzoro Ltd. v. Darit G. Nonguli ..	200 00
13-11-63	" 479/60	N. Singh & Sons v. Fazal Ilahi ..	120 00
21-11-63	" 509/63	G. S. Kalsi v. ..	400 00
"	" 1030/62	Old E.A. Tdg. Co. v. F. C. Bentzen ..	100 00
23-11-63	" 460/62	Mwangi W. v. Nelson Mutua ..	76 00
27-11-63	" 235/63	Lindetives Ltd. v. A. C. Boares ..	250 00
28-11-63	" 1332/63	Mobil Oil Congo v. E.A. Navigators ..	100 00
5-12-63	" 282/62	E.A. Bata v. Ratilal & Co. ..	150 00
6-12-63	" 1070/63	K.F.A. (Co-op.) Ltd. v. S. P. E. Krugh ..	200 00
7-12-63	" 573/63	A. K. Sharma v. J. J. Hirani ..	100 00
21-12-63	" 543/63	Hughes Ltd. v. Dr. C. T. Muthiga ..	100 00
Total ..			5,490 00

GAZETTE NOTICE No. 3121

## THE LIQUOR LICENSING ACT

(Cap. 121)

## NYANDARUA LIQUOR LICENSING COURT

THE next statutory meeting of the Nyandarua Liquor Licensing Court will be held in the Urban District Council Hall, Thomson's Falls, on Monday, 14th November 1966, at 10 a.m.

Applications to be considered at this meeting, whether for new licences, transfers, removals or renewals, must be received in the Office of the District Commissioner, Nyandarua, Private Bag, Thomson's Falls, not later than 25th September 1966, on

the appropriate forms with a Sh. 10 revenue stamp affixed. Any application not received by this date may only be considered if it is received before 13th October 1966, and on payment of an additional fee of Sh. 150.

Applicants for new licences, transfers and removals must appear in person or by an advocate before the Liquor Licensing Court. Attendance in Court of applicants for renewals of licences is optional unless there are objections in which case attendance is desirable.

Applicants are advised to submit their applications by registered post.

J. AKIBAYA,  
President,  
Thomson's Falls,  
9th August 1966,  
Nyandarua Liquor Licensing Court.

**THE LIQUOR LICENSING ACT**  
(Cap. 121)

**TURKANA LIQUOR LICENSING COURT**

THE next statutory meeting of the Turkana Liquor Licensing Court will be held in the District Commissioner's Office, Lodwar, at 10 a.m. on Monday, 14th November 1966.

Applications to be considered at this meeting, whether for new licences, renewals, transfers, or removals, must be received in the Office of the District Commissioner, Lodwar, not later than 25th September 1966, on the appropriate form with a Sh. 10 revenue stamp affixed. Any application not received by this date may only be considered if it is received before 15th October 1966, and on payment of a late fee of Sh. 150.

Applicants for new licences, transfers and removals must appear in Court in person or by an advocate. Attendance of applicants for renewals of licences is optional unless there are objections, in which case attendance is desirable.

Applicants are advised to submit their applications by registered post.

**J. WAIBOCI,**  
*President,*  
*Turkana Liquor Licensing Court.*

**THE LIQUOR LICENSING ACT**  
(Cap. 121)

**SPECIAL MEETING OF KERICHO LIQUOR LICENSING COURT**

THE following application will be considered at the Kericho Liquor Licensing Court to be held in the Office of the District Commissioner, Kericho, on Monday, 29th August 1966, at 10.30 a.m.:—

**NEW APPLICATION**

*Restaurant Liquor Licence*

Santa Singh, Plot No. 631/12, Kericho, P.O. Box 356, Kericho.

**B. E. OKENO OSARE,**  
*President,*  
Kericho, 10th August 1966. *Kericho Liquor Licensing Court.*

**THE LIQUOR LICENSING ACT**  
(Cap. 121)

**MACHAKOS LIQUOR LICENSING COURT**

DULY authorized by the Provincial Commissioner, Eastern Province, a special meeting of the Machakos Liquor Licensing Court will be held in the Masaku County Council Chamber, Machakos, at 10 a.m. on Tuesday, 6th September 1966, to consider the following application:—

**NEW APPLICATION**

*Malt and Non-spirituos Liquor On-licence*

Mrs. Priscilla Mbulwa, Plot No. 7, Siathani Market, Mwala Location.

**I. CHELUGET,**  
*President,*  
*Machakos Liquor Licensing Court.*

**THE LIQUOR LICENSING ACT**  
(Cap. 121)

**KISII LIQUOR LICENSING COURT**

THE next statutory meeting of the Kisii Liquor Licensing Court will be held in the District Commissioner's Office, Kisii, at 10 a.m., on Monday, 14th November 1966.

Applications to be considered at this meeting, whether for new licences, renewals, transfers, or removals, must be received in the Office of the District Commissioner, Kisii, not later than 25th September 1966, on the appropriate form with a Sh. 10 revenue stamp affixed. Any application not received by this date may only be considered if it is received before 15th October 1966, and on payment of a late fee of Sh. 150.

Applicants for new licences, transfers and removals must appear in Court in person or by an advocate. Attendance of applicants for renewals of licences is optional unless there are objections, in which case attendance is desirable.

Applicants are advised to submit their applications by registered post.

**A. C. KANG'ETHE,**  
*President,*  
*Kisii Liquor Licensing Court.*

**THE LIQUOR LICENSING ACT**  
(Cap. 121)

**KIAMBU LIQUOR LICENSING COURT**

THE second statutory meeting of the Kiambu Liquor Licensing Court will be held at Board Room, District Commissioner's Office, at 10 a.m. on Monday, 7th November 1966.

All applications for new licences, late renewals, renewals and transfers of the existing licences must reach the District Commissioner's Office, Kiambu, on or before 26th September 1966, with a Sh. 10 revenue stamp affixed to each application. Late applications will only be accepted on payment of late fee of Sh. 150.

**S. M'MUGAMBI,**  
*President,*  
Kiambu, 9th August 1966. *Kiambu Liquor Licensing Court.*

**THE LIQUOR LICENSING ACT**  
(Cap. 121)

**MACHAKOS LIQUOR LICENSING COURT**

NOTICE is hereby given that the next statutory meeting of the Machakos Liquor Licensing Court will be held in the Masaku County Council Chamber, Machakos, on Monday, 7th November 1966, at 10 a.m.

All applications for renewals, new licences, transfers and removals must reach the District Commissioner's Office, on or before 25th September 1966, on the appropriate form in triplicate with a Sh. 10 revenue stamp affixed on the original.

All applicants for new licences should appear in person or by an advocate before the Licensing Court.

**I. CHELUGET,**  
*President,*  
*Machakos Liquor Licensing Court.*

**THE AFRICAN LIQUOR ACT**  
(Cap. 122)

**KERICHO AFRICAN LIQUOR LICENSING BOARD**

NOTICE is hereby given that a special meeting of the Kericho African Liquor Licensing Board will be held in the Office of the District Commissioner, Kericho, on Monday, 29th August 1966, at 11.30 a.m., to consider the following applications:—

**NEW APPLICATIONS**

Daniel Chemurwok, Plot No. 1, Monqri Farm, P.O. Box 335, Kericho.

Cheruiyot A. Bongia, Plot No. 13, Ainapko, P.O. Box 341, Kericho.

Messrs. Koru African Club, Koru Club, P.O. Box 121, Kericho.

Samwel K. A. Soi, Plot No. 25, Kimulot Market, P.O. Box 217, Kericho.

Wangoi Samwel, Plot No. 1, Somali Village, P.O. Box 70, Kericho.

**B. E. OKENO OSARE,**  
*Chairman,*  
Kericho, 10th August 1966. *Kericho African Liquor Licensing Board.*

**THE AFRICAN LIQUOR ACT**  
(Cap. 122)

**NAROK AFRICAN LIQUOR LICENSING BOARD**

NOTICE is hereby given that the next meeting of the Narok African Liquor Licensing Board will be held in the Office of the District Commissioner, Narok, on Monday, 5th December 1966, at 10 a.m., to consider applications for renewals, new and transfer of licences for the manufacture and sale of African intoxicating liquor.

Applications should reach the District Commissioner's Office not later than 15th November 1966.

All applicants for new and transfer licences should appear in person or by an advocate before the Board.

**F. K. CHEROGONY,**  
*Chairman,*  
*Narok African Liquor Licensing Board.*

## GAZETTE NOTICE No. 3130

## THE AFRICAN LIQUOR ACT

(Cap. 122)

## NYANDARUA AFRICAN LIQUOR LICENSING BOARD

DULY authorized by the Provincial Commissioner, Central Province, the following special meeting of the Nyandarua African Liquor Licensing Board will be held in the District Commissioner's Office, Thomson's Falls, on Monday, 12th September 1966, at 10 a.m.:—

## NEW APPLICATION

Peter H. Paul, Wananchi Club, P.O. Box 218, Thomson's Falls.

J. AKIBAYA,  
Chairman,  
Nyandarua African Liquor  
Licensing Board.

Thomson's Falls,  
9th August 1966.

## GAZETTE NOTICE No. 3131

## THE AFRICAN LIQUOR ACT

(Cap. 122)

## KIRINYAGA AFRICAN LIQUOR LICENSING BOARD

DULY authorized by the Provincial Commissioner, Central Province, Nyeri, a special meeting of the Kirinyaga African Liquor Licensing Board will be held on Monday, 12th September 1966, in the District Commissioner's Office, Kerugoya, at 10 a.m., to consider the following application:—

## GRANT

## Wholesaler's Liquor Licence

Kiragu Stephen Kabuitu, Plot No. 1, Kiuria, P.O. Box 30, Kerugoya.

R. E. ALAI,  
Chairman,  
Kirinyaga African Liquor Licensing  
Board.

Kerugoya,  
12th August 1966.

## GAZETTE NOTICE No. 3132

## IN THE HIGH COURT OF KENYA

## AT KISUMU DISTRICT REGISTRY

CAUSE LIST FOR 18TH AUGUST TO 30TH AUGUST 1966

Before the Honourable Mr. Justice A. D. Farrell

Monday, 22nd August 1966

In Court No. 1 at 9.30 a.m.

## For Hearing:

Cr.C. No. 208/66 Republic v. Marko Bashuru s/o Wambulwa.

Tuesday, 23rd August 1966

In Court No. 1 at 9.30 a.m.

## For Plea:

Cr.C. No. 233/66 Republic v. Ndeti arap Terigin.

Cr.C. No. 237/66 Republic v. (1) Makomere s/o Mulware, (2) Samwel Maina s/o Akhonye, (3) Charles Musina s/o Lubanga, (4) Joseph Akutiya s/o Lubanga.

Cr.C. No. 239/66 Republic v. Nicholas Shipimo s/o Protus.

Cr.C. No. 240/66 Republic v. Oduor s/o Omala.

Cr.C. No. 241/66 Republic v. (1) Ochieng s/o Ouko, (2) Omoro s/o Oluoch.

Cr.C. No. 243/66 Republic v. Isaya Kisienya s/o Isindu.

## For Revision after above:

Cr.Rev. No. 264/66 Republic v. (1) Francis Ndieka s/o Siloula, (2) Jackson Okiya s/o Odinaga.

Cr.Rev. No. 265/66 Republic v. Benjamin Nsirumbi s/o Imala.

Cr.Rev. No. 266/66 Republic v. (1) Jason Kidoli s/o Akubasu, (2) Joseph Ndeda s/o Akubasu.

## For Appeal after above:

Cr.A. No. 155/66 Osuri Otieno v. Republic.

Cr.A. No. 170/66 Buker Washington s/o Okenno v. Republic.

Cr.A. No. 171/66 Michael Odongo Zakarii v. Republic.

Cr.A. No. 176/66 Elufunsi Ombada v. Republic.

Cr.A. No. 177/66 G. V. Patel v. Republic.

Cr.A. No. 180/66 Ogada Okula v. Republic.

Cr.A. No. 181/66 Ismael Otieno v. Republic.

Wednesday, 24th August 1966

In Court No. 1 at 9.30 a.m.

## For Hearing:

Cr.C. No. 212/66 Republic v. Elija Shipiti s/o Shavola.

Thursday, 25th August 1966

In Court No. 1 at 9.30 a.m.

## For Hearing:

Cr.C. No. 212/66 Republic v. Elija Shipiti s/o Shavola.

Friday, 26th August 1966

In Court No. 1 at 9.30 a.m.

## For Hearing:

Cr.C. No. 219/66 Republic v. Manasi Ekesa s/o James Were.

Monday, 29th August 1966

In Court No. 1 at 9.30 a.m.

## For Hearing:

Cr.C. No. 215/66 Republic v. (1) Yokoyoda Magero s/o Jacob Okumu, (2) Erasto Kwoba s/o Jacob Okumu.

Tuesday, 30th August 1966

In Court No. 1 at 9.30 a.m.

## For Hearing:

Cr.C. No. 215/66 Republic v. (1) Yokoyoda Magero s/o Jacob Okumu, (2) Erasto Kwoba s/o Jacob Okumu.

Kisumu,  
10th August 1966.

A. A. KNELLER,  
Senior Deputy Registrar,  
Law Courts, Kisumu.

## GAZETTE NOTICE No. 3133

## IN THE HIGH COURT OF KENYA

## AT KISUMU DISTRICT REGISTRY

CAUSE LIST FOR 18TH AUGUST TO 30TH AUGUST 1966

Before the Honourable Mr. Justice A. D. Farrell

Thursday, 18th August 1966

In Court No. 1 at 9.30 a.m.

## Notice of Motion:

H.C.C.C. No. 46/66 The Ismailia Corporation of Kisumu Limited v. V. P. Sood.

## Hearing after above:

Div.C. No. 1/62 George McLaren v. Elizabeth Armstrong McLaren.

Friday, 19th August 1966

In Court No. 1 at 9.30 a.m.

## Notice of Motion:

H.C.C.C. No. 88/65 Kanji Virji v. (1) Samwel I. Mande, (2) Phlemon M. Ebonyi.

H.C.C.C. No. 55/66 Twentsche Overseas Trading Co. (E.A.) Limited v. Jiwa Dewa and Sons.

## Hearing after above:

H.C.C.C. No. 72/64 Baby Soap Factory Limited v. Girdharlal Bhanji.

H.C.C.C. No. 106/65 Gionate Marietti v. A. N. Patel Ltd.

Tuesday, 30th August 1966

In Court No. 1 at 9.30 a.m.

## For Notice of Motion:

H.C.C.C. No. 116/65 East African Hardwares Limited v. Highways Construction Company.

Kisumu,  
10th August 1966.

A. A. KNELLER,  
Senior Deputy Registrar,  
Law Courts, Kisumu.

## GAZETTE NOTICE No. 3134

## PROBATE AND ADMINISTRATION

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

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

## SCHEDULE

Public Trustee's Cause No.	Name of Deceased	Address	Date of Death	Testate or Intestate
62/66	Alistair Inches Stewart	Wantage, Berkshire, England	3-11-65	Testate
63/66	Joseph Francis D'Souza	Pilerne, Goa	18-10-66	Intestate
64/66	Apollo Stefano Olunga Orengo	P.O. Sondu	3-11-65	Intestate
65/66	Imam Din s/o Miran Bux	Nairobi	8-6-66	Intestate

Nairobi,  
18th August 1966.

D. J. COWARD,  
Public Trustee.



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. 206 OF 1966

By George Cuthbert Reed of P.O. Box 609, Nairobi in Kenya, the lawfully appointed attorney of Marguerite Sylvia Ward of Thornton Cottage, Birdham Road, West Wittering in the County of Sussex in England, the sole executrix named in the will of the deceased, for resealing in Kenya, a certified copy of the grant of probate granted by the Principal Probate Registry of the High Court of Justice in England, of the estate of Robert Alexander Ward late of Karen, Nairobi in Kenya, formerly of Wiggonholt Farm near Pulborough in the County of Sussex in England, who died at Nakuru in Kenya, on the 3rd day of February 1966.

(2) CAUSE No. 207 OF 1966

By Stewart Mackenzie Cook Thomson of P.O. Box 111, Nairobi in Kenya, one of the lawfully appointed attorneys of Arthur Appleby Moller, M.C., of Friars House, New Broad Street, London E.C.2, England, the sole executrix named in the will of the deceased, through Messrs. Kaplan and Stratton, advocates of Nairobi, for resealing in Kenya, grant of probate granted forth of the Principal Probate Registry of the High Court of Justice in England, of the estate of Alice Tura Moller late of Nairobi in Kenya, who died at Nairobi aforesaid on the 27th day of July 1964.

(3) CAUSE No. 208 OF 1966

By Count Daris Vincenzini of Keringet Estate, Molo in Kenya, the executor named in the will of the deceased, through S. K. D. Ennion, Esq., advocate of Nairobi, for a grant of probate of the will of Adrianna Cesaroni Massaria late of Nairobi in Kenya, who died at Arusha in Tanzania, on the 6th day of January 1966.

(4) CAUSE No. 209 OF 1966

By Kenneth Stanley Dacre Ennion, advocate of P.O. Box 2827, Nairobi in Kenya, on behalf of Harold Albert Benjamin Evans of Barford, Port Hill Drive, Shrewsbury, Shropshire in England, and Gerard Antoine Harvey Bourley of 89 Belle Vue Road, Shrewsbury in England, the executors named in the will of the deceased, for resealing in Kenya, a certified copy of the grant of probate granted forth of the Principal Probate Registry of the High Court of Justice in England, of the estate of Gertrude Louisa Hayes late of Nairobi in Kenya, formerly of Briar Patch, Port Hill Road, Shrewsbury, who died at Nairobi in Kenya, on the 11th day of August 1963.

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

M. F. PATEL,  
Deputy Registrar,  
High Court of Kenya, Nairobi.

Nairobi,  
18th August 1966.

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

GAZETTE NOTICE No. 3136

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

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

(1) CAUSE No. 45 OF 1966

By Mansukhlal Tulsi of Mombasa in Kenya, the son of the deceased, through K. I. Joshi, Esq., advocate of Mombasa in Kenya, for a grant of letters of administration intestate of the estate of the late Tulsi Dhanji of Mombasa aforesaid, who died on the 8th day of December 1965, at Mombasa aforesaid.

(2) CAUSE No. 46 OF 1966

By Lula binti Mohamed of Mombasa in Kenya, one of the widows of the deceased, through K. I. Joshi, Esq., advocate of Mombasa in Kenya, for a grant of letters of administration intestate of the estate of the late Salim Mohamed Elkadsey of Mombasa aforesaid, who died on the 15th day of December 1965, at Mombasa aforesaid.

(3) CAUSE No. 47 OF 1966

By Chittranjan Bhanuprasad Gor of Mombasa in Kenya, the attorney of Ruth Arthur Baerlein of Jinja in Uganda, the executrix named in the will of the deceased, for sealing in Kenya, the grant of probate issued by the High Court of

Uganda at Jinja, of the will of the late Arthur Adolph Baerlein of Jinja aforesaid, who died on the 27th day of January 1966, at Jinja aforesaid.

This Court will proceed to issue the same unless cause be shown to the contrary and appearance in this respect entered on or before the 13th day of September 1966.

A. R. W. HANCOX,  
Acting Deputy Registrar,  
High Court of Kenya,  
Law Courts, Mombasa.

Mombasa,  
3rd August 1966.

Note.—A certified copy of the grant of probate has been deposited in Cause No. 47 of 1966 and it is open to inspection at the Court.

GAZETTE NOTICE No. 3137

MRS. VIOLET VENNVILLE, DECEASED

TAKE NOTICE that all persons having any claims against the estate of the above-named deceased late of P.O. Box 710, Nairobi, who died on 20th July 1966, in Nairobi, are requested to lodge and prove details thereof with the undersigned on or before 31st October 1966, after which date the executor will distribute the estate having regard only to valid claims then notified.

Dated this 12th day of August 1966.

HAMILTON HARRISON & MATHEWS,  
Advocates for the executor,  
P.O. Box 30333, Nairobi.

GAZETTE NOTICE No. 3138

MAY GIBSON SINCLAIR, DECEASED

NOTICE is hereby given that all creditors and other persons having any claims or demands against the estate of May Gibson Sinclair, late of Nairobi, Kenya, deceased, who died on the 15th day of June 1966, are hereby required to send particulars in writing of their claims and demands to us, the undersigned, as advocates for the executors, on or before the 8th day of October 1966, after which date the executors will proceed to distribute the assets of the said deceased amongst the persons entitled thereto having regard only to the debts, claims and demands of which they shall then have had notice, and they will not be liable for the assets of the said deceased or any part thereof so distributed to any person or persons of whose claims or demands they shall not then have had notice.

Dated this 8th day of August 1966.

RICHARD DONALD CROFT WILCOCK,  
for Archer & Wilcock,  
Advocates for the Executors  
of the above-named deceased.

GAZETTE NOTICE No. 3139

THE BANKRUPTCY ACT  
(Cap. 53)

NOTICE OF DIVIDEND

Debtor's name.—Abdulali Mohamedali Nawsariwala.

Address.—P.O. Box 5914, Nairobi.

Description.—Unemployed.

Court.—High Court of Kenya at Nairobi.

No. of matter.—B.C. 39 of 1954.

Amount per £.—Cents 77.

First or final or otherwise.—Third.

When payable.—25th August 1966.

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

Nairobi,  
18th August 1966.

M. L. HANDA,  
Deputy Official Receiver.

GAZETTE NOTICE No. 3140

THE BANKRUPTCY ACT  
(Cap. 53)

NOTICE OF DIVIDEND

Debtor's name.—Thomas James Lloyd.

Address.—P.O. Box 832, Nakuru.

Description.—Salesman.

Court.—High Court of Kenya at Nairobi.

No. of matter.—B.C. 26 of 1959.

Amount per £.—Sh. 1/85.

First or final or otherwise.—First dividend.

When payable.—25th August 1966.

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

Nairobi,  
18th August 1966.

M. L. HANDA,  
Deputy Official Receiver.

GAZETTE NOTICE No. 3141

**THE BANKRUPTCY ACT**  
(Cap. 53)

**RECEIVING ORDER AND ADJUDICATION ORDER**

*Debtor's name.*—Christopher Ian Tofte.  
*Address.*—P.O. Box 102, Malindi, formerly P.O. Box 197, Kitale.  
*Description.*—Farmer.  
*Date of filing petition.*—12th August 1966.  
*Court.*—High Court of Kenya at Nairobi.  
*No. of matter.*—B.C. 8 of 1966.  
*Date of receiving order and adjudication order.*—12th August 1966.  
*Whether debtor's or creditors' petition.*—Debtor's petition.  
*Act or Acts of Bankruptcy.*—Presentation of Bankruptcy petition.

Nairobi,  
18th August 1966.

**M. L. HANDA,**  
*Deputy Official Receiver.*

GAZETTE NOTICE No. 3142

**IN THE HIGH COURT OF KENYA**  
**AT MOMBASA DISTRICT REGISTRY**

BANKRUPTCY JURISDICTION CAUSE No. 22 OF 1959

*Re:* *Nathalal D. Mehta, trading as Nathalal D. Mehta and Company, debtor ex parte*

**NOTICE OF RELEASE OF TRUSTEE**

*Debtor's name.*—Nathalal D. Mehta, formerly trading as Nathalal D. Mehta and Company.  
*Address.*—P.O. Box 9704, Mombasa.  
*Description.*—Merchant.  
*Court.*—High Court of Kenya at Mombasa.  
*No. of matter.*—B.C. 22 of 1959.  
*Trustee's name.*—The Official Receiver of Kenya.  
*Address.*—P.O. Box 30031, Nairobi.  
*Date of release.*—20th June 1966.

Mombasa,  
14th July 1966.

**A. R. W. HANCOX,**  
*Acting Deputy Registrar,  
High Court of Kenya,  
Law Courts, Mombasa.*

GAZETTE NOTICE No. 3143

**IN THE HIGH COURT OF KENYA**  
**AT MOMBASA DISTRICT REGISTRY**

BANKRUPTCY JURISDICTION CAUSE No. 2 OF 1962

*Re:* *Ruth A. Gerrard (Mrs.), debtor ex parte*

**NOTICE OF RELEASE OF TRUSTEE**

*Debtor's name.*—Ruth A. Gerrard (Mrs.).  
*Address.*—P.O. Box 935, Mombasa.  
*Description.*—Housewife.  
*Court.*—High Court of Kenya at Mombasa.  
*No. of matter.*—B.C. 2 of 1962.  
*Trustee's name.*—The Official Receiver of Kenya.  
*Address.*—P.O. Box 30031, Nairobi.  
*Date of release.*—20th June 1966.

Mombasa,  
12th April 1966.

**A. R. W. HANCOX,**  
*Acting Deputy Registrar,  
High Court of Kenya,  
Law Courts, Mombasa.*

GAZETTE NOTICE No. 3144

**IN THE HIGH COURT OF KENYA**  
**AT MOMBASA DISTRICT REGISTRY**

BANKRUPTCY JURISDICTION CAUSE No. 1 OF 1962

*Re:* *Mohamed Saleh Gaji also known as Mohamed Saleh Gazi, debtor ex parte*

**NOTICE OF RELEASE OF TRUSTEE**

*Debtor's name.*—Mohamed Saleh Gaji also known as Mohamed Saleh Gazi.  
*Address.*—P.O. Box 61, Malindi.  
*Description.*—Shopkeeper and auctioneer.  
*Court.*—High Court of Kenya at Mombasa.  
*No. of matter.*—B.C. 1 of 1962.  
*Trustee's name.*—The Official Receiver of Kenya.  
*Address.*—P.O. Box 30031, Nairobi.  
*Date of release.*—20th June 1966.

Mombasa,  
16th July 1966.

**A. R. W. HANCOX,**  
*Acting Deputy Registrar,  
High Court of Kenya,  
Law Courts, Mombasa.*

GAZETTE NOTICE No. 3145

**THE BANKRUPTCY ACT**  
(Cap. 53)

**NOTICE OF RELEASE OF TRUSTEE**

*Debtor's name.*—Karam Chand Chopra s/o Tansukh Mal Chopra.  
*Address.*—P.O. Box 3783, Nairobi.  
*Court.*—The High Court of Kenya, P.O. Box 30041, Nairobi.  
*No. of matter.*—B.C. 63 of 1961.  
*Trustee's name.*—The Official Receiver.  
*Address.*—P.O. Box 30031, Nairobi.  
*Date of release.*—17th August 1966.

**M. F. PATEL,**  
*Deputy Registrar,  
High Court of Kenya, Nairobi.*

GAZETTE NOTICE No. 3146

**THE BANKRUPTCY ACT**  
(Cap. 53)

**NOTICE OF RELEASE OF TRUSTEE**

*Debtor's name.*—Ugo Antiga.  
*Address.*—P.O. Box 6650, Nairobi.  
*Description.*—A foreman.  
*Court.*—The High Court of Kenya, P.O. Box 30041, Nairobi.  
*No. of matter.*—B.C. 33 of 1959.  
*Trustee's name.*—The Official Receiver.  
*Address.*—P.O. Box 30031, Nairobi.  
*Date of release.*—17th August 1966.

**M. F. PATEL,**  
*Deputy Registrar,  
High Court of Kenya, Nairobi.*

GAZETTE NOTICE No. 3147

**THE BANKRUPTCY ACT**  
(Cap. 53)

**NOTICE OF RELEASE OF TRUSTEE**

*Debtor's name.*—Bruce Murray Lewis.  
*Address.*—P.O. Ainabkoi.  
*Description.*—Farm manager.  
*Court.*—The High Court of Kenya, P.O. Box 30041, Nairobi.  
*No. of matter.*—B.C. 46 of 1959.  
*Trustee's name.*—The Official Receiver.  
*Address.*—P.O. Box 30031, Nairobi.  
*Date of release.*—17th August 1966.

**M. F. PATEL,**  
*Deputy Registrar,  
High Court of Kenya, Nairobi.*

GAZETTE NOTICE No. 3148

**THE BANKRUPTCY ACT**  
(Cap. 53)

**NOTICE OF RELEASE OF TRUSTEE**

*Debtor's name.*—Charan Singh s/o Sher Singh.  
*Address.*—P.O. Box 2819, Nairobi.  
*Description.*—Unemployed.  
*Court.*—The High Court of Kenya, P.O. Box 30041, Nairobi.  
*No. of matter.*—B.C. 95 of 1960.  
*Trustee's name.*—The Official Receiver.  
*Address.*—P.O. Box 30031, Nairobi.  
*Date of release.*—17th August 1966.

**M. F. PATEL,**  
*Deputy Registrar,  
High Court of Kenya, Nairobi.*

GAZETTE NOTICE No. 3149

**THE BANKRUPTCY ACT**  
(Cap. 53)

**NOTICE OF RELEASE OF TRUSTEE**

*Debtor's name.*—Viraji Ramabhai Jethwa.  
*Address.*—P.O. Box 171, Nakuru.  
*Court.*—The High Court of Kenya, P.O. Box 30041, Nairobi.  
*No. of matter.*—B.C. 31 of 1956.  
*Trustee's name.*—The Official Receiver.  
*Address.*—P.O. Box 30031, Nairobi.  
*Date of release.*—17th August 1966.

**M. F. PATEL,**  
*Deputy Registrar,  
High Court of Kenya, Nairobi.*

GAZETTE NOTICE No. 3150

## THE BANKRUPTCY ACT

(Cap. 53)

## NOTICE OF RELEASE OF TRUSTEE

*Debtor's name.*—Jayantibhai Purshottamdas Patel.  
*Address.*—P.O. Box 12659, Nairobi.  
*Description.*—Clerk.  
*Court.*—The High Court of Kenya, P.O. Box 30041, Nairobi.  
*No. of matter.*—B.C. 19 of 1961.  
*Trustee's name.*—The Official Receiver.  
*Address.*—P.O. Box 30031, Nairobi.  
*Date of release.*—17th August 1966.

M. F. PATEL,  
*Deputy Registrar,*  
*High Court of Kenya, Nairobi.*

GAZETTE NOTICE No. 3151

## THE BANKRUPTCY ACT

(Cap. 53)

## NOTICE OF RELEASE OF TRUSTEE

*Debtors' names.*—Alexander Gengl and Genoveva Gengl.  
*Address.*—P.O. Box 42, Thika.  
*Description.*—Employees.  
*Court.*—The High Court of Kenya, P.O. Box 30041, Nairobi.  
*No. of matter.*—B.C. 43 of 1960.  
*Trustee's name.*—The Official Receiver.  
*Address.*—P.O. Box 30031, Nairobi.  
*Date of release.*—17th August 1966.

M. F. PATEL,  
*Deputy Registrar,*  
*High Court of Kenya, Nairobi.*

GAZETTE NOTICE No. 3152

## THE BANKRUPTCY ACT

(Cap. 53)

## NOTICE OF RELEASE OF TRUSTEE

*Debtor's name.*—Mohinder Singh Virdee.  
*Address.*—P.O. Box 16373, Nairobi.  
*Description.*—Self-employed.  
*Court.*—The High Court of Kenya, P.O. Box 30041, Nairobi.  
*No. of matter.*—B.C. 91 of 1960.  
*Trustee's name.*—The Official Receiver.  
*Address.*—P.O. Box 30031, Nairobi.  
*Date of release.*—17th August 1966.

M. F. PATEL,  
*Deputy Registrar,*  
*High Court of Kenya, Nairobi.*

GAZETTE NOTICE No. 3153

## THE BANKRUPTCY ACT

(Cap. 53)

## NOTICE OF RELEASE OF TRUSTEE

*Debtor's name.*—Nanlal Laji.  
*Address.*—P.O. Box 10097, Nairobi.  
*Court.*—The High Court of Kenya, P.O. Box 30041, Nairobi.  
*No. of matter.*—B.C. 42 of 1956.  
*Trustee's name.*—The Official Receiver.  
*Address.*—P.O. Box 30031, Nairobi.  
*Date of release.*—17th August 1966.

M. F. PATEL,  
*Deputy Registrar,*  
*High Court of Kenya, Nairobi.*

GAZETTE NOTICE No. 3154

## THE SOCIETIES ACT

(Cap. 108)

PURSUANT to section 9 (2) of the Societies Act (Cap. 108), being satisfied that the societies named in the Schedules hereto have ceased to exist, I hereby notify that the society listed in the First Schedule shall cease to be a registered society and the society listed in the Second Schedule shall cease to be a society exempted from registration from the date hereof.

## FIRST SCHEDULE

Mbooni Ex and High Scholars Association.

## SECOND SCHEDULE

Society of Mouldiwarps.

Dated this 18th day of August 1966.

R. D. McLAREN,  
*Assistant Registrar of Societies.*

GAZETTE NOTICE No. 3155

## THE SOCIETIES ACT

(Cap. 108)

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

## SCHEDULE

Indian Association, Molo.  
 Kon-Tiki Club.  
 Kenya European Hospital Association African Staff Association.  
 Kitale Judo Club.  
 Albert House Sports and Social Club.  
 Langata Youth Club.

Dated this 18th day of August 1966.

R. D. McLAREN,  
*Assistant Registrar of Societies.*

GAZETTE NOTICE No. 3156

## THE SOCIETIES RULES

(Cap. 108, Sub. Leg.)

PURSUANT to rule 17 of the Societies Rules, notice is hereby given that the registration of the society named in the Schedule hereto has been cancelled under the provisions of the Societies Act (Cap. 108).

## SCHEDULE

Name of Society	Date of Cancellation
Nakuru Blue Moon Social Club .. .. .	17-8-66

Dated this 18th day of August 1966.

R. D. McLAREN,  
*Assistant Registrar of Societies.*

GAZETTE NOTICE No. 3157

## THE SOCIETIES RULES

(Cap. 108, Sub. Leg.)

PURSUANT to rule 17 of the Societies Rules, notice is hereby given of the registration of change of name of the registered society named in the First Schedule hereto and notification of change of name of the society exempted from registration named in the Second Schedule.

## FIRST SCHEDULE

African Health Inspectors Association (E.A.), to Association of Public Health Inspectors (Kenya).

## SECOND SCHEDULE

Mombasa European Parents Club, to Mombasa Parents Club.

Dated this 18th day of August 1966.

R. D. McLAREN,  
*Assistant Registrar of Societies.*

GAZETTE NOTICE No. 3158

## THE SOCIETIES RULES

(Cap. 108, Sub. Leg.)

PURSUANT to rule 17 of the Societies Rules, notice is hereby given that the societies listed in the Schedule hereto have been registered under the provisions of the Societies Act (Cap. 108).

## SCHEDULE

Name of Society	Date Registration Effected
Kenya African National Union, Mbooni Sub-branch .. .. .	12-8-66
Kenya African National Union, Mitaboni Sub-branch .. .. .	12-8-66
Kenya African National Union, Mua Hills Sub-branch .. .. .	12-8-66
Full Life Club .. .. .	12-8-66
Kenya Home Students Union .. .. .	17-8-66
Kimeru United Society .. .. .	17-8-66
Shree Rift Valley Wanza Gnyati Mandal, Nakuru .. .. .	17-8-66
Asumbwe Welfare Society .. .. .	17-8-66

Dated this 18th day of August 1966.

R. D. McLAREN,  
*Assistant Registrar of Societies.*

GAZETTE NOTICE No. 3159

## THE COMPANIES ACT

(Cap. 486)

It is notified for general information that the following companies have been incorporated in Kenya during the period 1st July to 31st July 1966:—

PRIVATE COMPANIES		
Name of Company	Nominal Capital Sh.	Address of Registered Office
Brett & Co. Limited .. .. .	6,000	Kilmarnock Road, Industrial Area, P.O. Box 731, Nairobi.
Carissa Enterprises Company Limited .. .. .	300,000	Room 23, Second Floor, Baring Arcade, Kenyatta Avenue, P.O. Box 3935, Nairobi.
Acif Limited .. .. .	100,000	L.R. 219/5406, London Road, Industrial Area, P.O. Box 2966, Nairobi.
Duncan, Gilbey & Matheson (Kenya) Limited .. .. .	20,000	Eso House, Queensway, P.O. Box 30333, Nairobi.
Neon & General Signs Limited .. .. .	1,000,000	Plant House, Uhuru Highway, P.O. Box 30336, Nairobi.
Bhamra Tyre Retreaders Limited .. .. .	100,000	Newark Road, P.O. Box 10991, Nairobi.
Coast Development Company Limited .. .. .	100,000	L.R. No. 2859, P.O. Box 51, Kilifi.
Martin Button Limited .. .. .	2,000	Mansion House, Room 525, Fifth Floor, P.O. Box 9708, Nairobi.
Maroma Company Limited .. .. .	100,000	L.R. 3325, P.O. Box 79, Londiani.
Silo Service Station Limited .. .. .	2,000	Cambrian Building, Government Road, P.O. Box 11021, Nairobi.
Tebere Farmers Company Limited .. .. .	300,000	P.O. Box 169, Molo.
United Motors Limited .. .. .	30,000	Plot No. 235, Section XIX, Kilindini Road, P.O. Box 9012, Mombasa.
Coast Saw Mills Limited .. .. .	300,000	Plot No. 146, Section XIX, Timber Road, P.O. Box 8501, Mombasa.
Legal Publications Limited .. .. .	50,000	Rooms 202/203, Prudential Building, P.O. Box 30512, Nairobi.
Mithaigakopea Company Limited .. .. .	32,000	Plot No. 209/4360/31, New Grogan Road, P.O. Box 7764, Nairobi.
Underwriting Services & Agencies Limited .. .. .	30,000	L.R. 209/583, Lakhani Building, Government Road, P.O. Box 8241, Nairobi.
Koilugut Farmers Limited .. .. .	150,000	—
Evans Brothers (Kenya) Limited .. .. .	100,000	L.R. 330/507, 88 Balmoral Road, P.O. Box 4536, Nairobi.
Papas Limited .. .. .	30,000	Silopark House, Queensway, P.O. Box 30029, Nairobi.
Italmode Limited .. .. .	120,000	Silopark House, Queensway, P.O. Box 1655, Nairobi.
International Hotels (Kenya) Limited .. .. .	6,000,000	New Stanley House, L.R. 209/4540, P.O. Box 75, Nairobi.
City Park Service Station Limited .. .. .	20,000	Plot No. 209/2155, Limuru Road, P.O. Box 1084, Nairobi.
Tropical Pharmaceuticals Limited .. .. .	10,000	Shop No. 17, Estate Building, Plot No. 8, Section XX, P.O. Box 1533, Mombasa.
Alisons Group Limited .. .. .	10,000	L.R. 209/774, Malik Street, P.O. Box 30155, Nairobi.
Market Mobil Service Limited .. .. .	100,000	L.R. 209/6395, Koinange Street, P.O. Box 9713, Nairobi.
Spring Investments Limited .. .. .	1,000,000	Plot No. 2419, Changamwe, P.O. Box 622, Mombasa.
Plásticos Limited .. .. .	500,000	L.R. 209/2465/66, Bazaar Street, P.O. Box 2578, Nairobi.
Trio Coffee Estates Limited .. .. .	100,000	L.R. 209/136/151, Grogan Road, P.O. Box 1971, Nairobi.
Canham Motors Limited .. .. .	40,000	Pearl Assurance House, Wabera Street, P.O. Box 3963, Nairobi.
Shirin Esmail Investments Limited .. .. .	20,000	Cambrian Building, Government Road, P.O. Box 11021, Nairobi.
John Bernard Properties Limited .. .. .	20,000	Baring Arcade, Kenyatta Avenue, P.O. Box 9537, Nairobi.
H. M. Mbunde Limited .. .. .	50,000	Plot No. 25E, Mumias Road, P.O. Box 659, Kisumu.
Andersen's Cars Limited .. .. .	100,000	Plot No. 209/2664, Barclays Bank Building, Muindi Mbingu Street, P.O. Box 5839, Nairobi.
Africa Features Limited .. .. .	2,000	Atlas House, Government Road, P.O. Box 4830, Nairobi.
Sobhag Brothers Limited .. .. .	50,000	Duke House, Duke Street, P.O. Box 8162, Nairobi.
The Mombasa Investors Limited .. .. .	200,000	Plot No. 19, Section XXIV, Africa House, Nkrumah Road, P.O. Box 931, Mombasa.
Kleenway Contracts Limited .. .. .	2,000	Plot No. 209/657/658, Government Road, P.O. Box 3340, Nairobi.
S. & S. (Kenya) Limited .. .. .	2,000	Armstrong House, Kenyatta Avenue, P.O. Box 1670, Nairobi.
Pware Auto Spares Limited .. .. .	20,000	Plot No. 10, Section IV, Kenyatta Avenue, P.O. Box 13, Nyeri.
Kiambaa Industries Limited .. .. .	100,000	c/o B.C.F. Limited, Hughes Building, Kenyatta Avenue, P.O. Box 11064, Nairobi.
Shelly Beach Hotel Limited .. .. .	20,000	Plot No. 70, Section V, P.O. Box 30, Mombasa.
Gigirie Coffee Limited .. .. .	40,000	Ottoman Bank Building, Kenyatta Avenue, P.O. Box 20220, Nairobi.
Westcob's Garage (1966) Limited .. .. .	50,000	City House, Victoria Street, P.O. Box 766, Nairobi.
Nylon Saree Sales Limited .. .. .	300,000	L.R. 455, Bazaar Street, P.O. Box 1007, Nairobi.
De Silva Limited .. .. .	2,000	c/o P. & M. Limited, Pearl Assurance House, Wabera Street, P.O. Box 1685, Nairobi.
Emal Limited .. .. .	20,000	Hughes Building, Muindi Mbingu Street, P.O. Box 4286, Nairobi.
Kigio Group Company Limited .. .. .	20,000	Plot No. 24, Kiwara Market, Kandara Division, P.O. Box 280, Thika.
Molo Engineers (1966) Limited .. .. .	40,000	Inder Singh House, Inder Singh Road, P.O. Box 21, Nakuru.
Hong Kong Traders (Kenya) Limited .. .. .	300,000	Plot Nos. P.6; 196; 197; 645; 650, P.O. Box 2233, Mombasa.
Rothmans Of Pall Mall (Kenya) Limited .. .. .	200,000	Mutual Building, Kimathi Street, P.O. Box 10201, Nairobi.
Malili Limited .. .. .	900,000	Vedic House, Queensway, P.O. Box 312, Nairobi.
Art Furniture Limited .. .. .	20,000	L.R. 209/5586, Landhies Road, P.O. Box 1229, Nairobi.

## PUBLIC COMPANIES

Africindo Industrial Development Corporation Limited	5,000,000	L.R. 209/594, Nairobi House, Government Road, P.O. Box 9544, Nairobi.
Githunguri Njiru Farm (1966) Limited .. .. .	100,000	L.R. 7340, Dandora, P.O. Box 191, Kiambu.

## FOREIGN COMPANIES

It is further notified that the following companies incorporated outside Kenya, having established a place of business in Kenya, have delivered particulars for registration during that period:—

Name of Company	Nominal Capital Sh.	Address of Registered Office
Mackenzie Dalgety Limited .. .. .	200,000	England.
Franklin Book Programs, Inc. .. .. .	—	United States of America.
Issa Popat & Sons Limited .. .. .	25,000	Uganda.
Prodex Limited .. .. .	200,000	Uganda.
Ankole Fisheries Limited .. .. .	100,000	Uganda.

18th August 1966.

O. M. SAMEJA,  
Assistant Registrar of Companies.

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

AND

IN THE MATTER OF MIWANI SUGAR MILLS  
(KENYA) LIMITED

MEMBERS' VOLUNTARY WINDING UP

NOTICE is hereby given that at an extraordinary general meeting of the members of Miwani Sugar Mills (Kenya) Limited held in Nairobi in the Central Province on the 13th day of July 1966, the following special resolution was duly passed:—

"THAT the Company be wound up as a members' voluntary winding up and that Chandubhai Jethabhai Patel of P.O. Box 1684, Royalty House, Nairobi, be appointed liquidator for the purposes of such winding up."

Creditors of the Company are hereby required to send particulars of their debts or claims to the liquidator on or before 30th September 1966, or in default thereof the assets will be distributed without taking into account their claims.

Debtors of the Company are required hereby to pay the amounts owing by them to the above Company latest by 30th September 1966, or in default thereof necessary legal steps shall be taken against them immediately after the expiry of the said period.

Any person or persons who possess any asset owned by the above Company is hereby required to send in to and/or hand over the same to the undersigned forthwith.

Dated this 11th day of August 1966.

C. J. PATEL,  
*Liquidator,*  
*Royalty House,*  
*Government Road,*  
*P.O. Box 1684, Nairobi.*

THE COMPANIES ACT  
(Cap. 486)

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

Metro Limited.  
Elbeidh Estates Limited.  
Rift Valley Emporium Limited.

Dated this 18th day of August 1966.

O. M. SAMEJA,  
*Assistant Registrar of Companies.*

THE LOCAL GOVERNMENT ELECTIONS RULES 1966  
(L.N. 101 of 1966)

APPOINTMENT OF DEPUTY RETURNING OFFICERS

IN EXERCISE of the powers conferred by section 8 (3) of the Local Government Elections Rules 1966, I hereby appoint—

District Officer, Migori;  
District Officer, Kendu Bay; and  
District Officer, Lambwe,

Deputy Returning Officers in their respective divisions for the purposes of county council and local council elections.

J. K. KIRUI,  
*Returning Officer,*  
*South Nyanza.*

THE SPECIAL DISTRICTS (ADMINISTRATION) ACT  
(Cap. 105)

ORDER No. 1/66

Eastern Province

IN EXERCISE of the powers conferred on me by section 19 (1) (b) of the Special Districts (Administration) Act, I hereby prohibit the use by grazing by all tribesmen of the following portion of the Isiolo and Meru Districts:—

A quarter-mile strip adjacent to the perimeters of the Isiolo Township Airstrip, Isiolo main Airstrip (Kambi ya Juu), Garba Tulla Airstrip and Merti Airstrip.

Given under my hand this 10th day of August 1966.

E. M. MAHIHU,  
*Provincial Commissioner,*  
*Eastern Province.*

THE SPECIAL DISTRICTS (ADMINISTRATION) ACT

(Cap. 105)

ORDER No. 2/66

Eastern Province

IN EXERCISE of the powers conferred on me under section 15 (1) (e) of the Special Districts (Administration) Act, I hereby order that all tribesmen together with the residents of the Isiolo leasehold area shall reside in one of the following places mentioned in the Schedule or any other place proclaimed by the District Commissioner.

I further order that no tribesmen or any resident of the Isiolo leasehold area shall site any *manyatta* or construct buildings for purpose of residence outside the said places mentioned in the Schedule without written authority of the District Commissioner or wander about alone outside the said places without written authority of the District Commissioner.

Given under my hand this 13th day of August 1966.

SCHEDULE

Merti Trading Centre.  
Sericho Trading Centre.  
Mudo Gashe Trading Centre.  
Garba Tulla Trading Centre.  
Bulla Bessa in Isiolo Township.

E. M. MAHIHU,  
*Provincial Commissioner,*  
*Eastern Province.*

THE LOCAL GOVERNMENT ELECTIONS RULES 1966  
(L.N. 101 of 1966)

NOTICE OF ELECTION AND THE TIME AND PLACE OF NOMINATIONS

ELECTIONS are to be held to determine the Councillors to serve in the Meru Urban Council, North Imenti and Tharaka Area Councils in respect of the following vacant seats in the undermentioned electoral areas:—

<i>Meru Urban Council</i>		
<i>Electoral Area</i>	<i>Reg. Unit No.</i>	<i>Councillors to be elected</i>
Karingani	928	1
<i>North Imenti Area Council</i>		
Kibirichia	902	1
<i>Tharaka Area Council</i>		
Kamanyaki and Chiokarige	920	1
Gatunga and Gatue	921	2

Nomination paper for the above elections may be delivered by the candidate to the Returning Officer at the District Commissioner's Office, Meru, between the hours of eight forenoon and noon on Saturday, 20th August 1966.

Forms for nomination may be obtained from the District Commissioner's Office, Meru, on any week-day between the hours of nine o'clock and noon. The Returning Officer or the Deputy Returning Officer will prepare a nomination paper at the request of the voter.

If any of the elections are to be contested the dates of the poll will be announced later.

Dated this 9th day of August 1966.

B. A. OSUNDWA,  
*Returning Officer,*  
*Meru County Council.*

NOTES

1. The attention of candidates and persons nominating is drawn to the rules for filling up nomination papers and other provisions relating to nomination contained in the Local Government Elections Rules 1963.

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

GAZETTE NOTICE No. 3166

## THE COUNTY COUNCIL OF SOUTH NYANZA

CERTIFICATE THAT THE NUMBER OF PERSONS NOMINATED DOES NOT EXCEED THE NUMBER OF COUNCILLORS TO BE ELECTED; AND DECLARATION OF UNOPPOSED ELECTION:—

In pursuance of Local Government Election Rules 1966, I, Josiah Kiptonui Arap Kirui, the Returning Officer for the County Council of South Nyanza do hereby certify that the following persons have been elected as Councillors for the County Council of South Nyanza and the Local Council of Mbita:—

## THE COUNTY COUNCIL OF SOUTH NYANZA

Name	Place of Residence	Occupation or Description	Electoral Area
Ouma Moses .. .. .	Rusinga .. .. .	Farmer .. .. .	Rusinga/Mfangano.
Roswa Joseph G. .. .. .	Ntimaru .. .. .	Farmer .. .. .	Ruria Two.

## THE LOCAL COUNCIL OF MBITA

Ogeke Patroba Okenye .. .. .	Kaksingiri .. .. .	Farmer .. .. .	Lambwe West.
Matito James .. .. .	Lambwe .. .. .	Farmer .. .. .	Lambwe East.
Mbewa David .. .. .	Lambwe .. .. .	Farmer .. .. .	

Dated the 23rd day of July 1966.

J. K. ARAP KIRUI,  
Returning Officer,  
South Nyanza.

GAZETTE NOTICE No. 3167

THE KITUI COUNTY COUNCIL  
RESULT OF ELECTIONS HELD ON 6TH AND 7TH AUGUST 1966

Electoral Area	Name of Candidate	No. of Votes	Spoilt	Majority	Party
Mulango .. .. .	Z. Ngandi A. Nzwii .. .. .	610	9	282	Kanu Independent
	Jaspher Mitau Munzuu .. .. .	328			
Migwani .. .. .	J. Nzunguli Ngandi .. .. .	411	16+1	4	Kanu Independent
	J. Ngula Mwendwa .. .. .	415			
Mivukoni .. .. .	G. M. Munuve .. .. .	153		139	Kanu K.P.U.
	James Muithya Nzala .. .. .	14			
Endau .. .. .	Mauta Ngile .. .. .	320	2+12	156	Kanu K.P.U.
	Kanyala Mwove .. .. .	164			
Zombe .. .. .	Mulatya Nzuki .. .. .	143	7	5	Kanu K.P.U.
	David M. Mulang'a .. .. .	148			
Mutito .. .. .	Thomas Malombe Mutia .. .. .	430	3	138	Kanu K.P.U.
	David Mutia Kimonde .. .. .	292			
Mutha .. .. .	James Mbuti Ngovi .. .. .	225	1	100	Kanu K.P.U.
	J. Mwalimu Wasu .. .. .	125			
Kanziko .. .. .	David Ngandi Sila .. .. .	200		74	Kanu K.P.U.
	Kavoi Mutua .. .. .	126			
Mutomo .. .. .	Jeremiah M. Kithome .. .. .	376	1+1	115	Kanu K.P.U.
	Peter Mwanduka Kisemei .. .. .	261			

M. A. N. KARANGA,  
Returning Officer,  
Kitui.

GAZETTE NOTICE No. 3168

THE KITUI COUNTY COUNCIL  
AREA COUNCILS ELECTIONS  
RESULTS OF ELECTIONS HELD ON 6TH AND 7TH AUGUST 1966

Area Council	Electoral Area	Name of Candidate	No. of Votes	Spoilt	Majority	Party
Central Kitui .. .. .	Kathibo .. .. .	Mwanga Nguli .. .. .	210	6	137	Kanu K.P.U.
		Musemi Kimwemwe .. .. .	347			
Northern Kitui .. .. .	Migwani .. .. .	Ngii Mutune .. .. .	422	19	19	Kanu Independent
		Kyala Kyuu .. .. .	403			
Eastern Kitui .. .. .	Endau .. .. .	B. Mutheki Mulu .. .. .	302	5+4	125	Kanu K.P.U.
		Peter M. Mwele .. .. .	177			
	Zombe .. .. .	Kasanda Kimuli .. .. .	150	3	16 12	Kanu Kanu K.P.U. K.P.U.
		David Kula Musila .. .. .	150			
		Katheka Ndithya .. .. .	134			
		Daniel Valeta Ngio .. .. .	138			
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M. A. N. KARANGA,  
Returning Officer,  
Kitui.



GAZETTE NOTICE No. 3169

## THE COUNTY COUNCIL OF SOUTH NYANZA

## CERTIFICATE OF RESULT OF ELECTION

I, Josiah Kiptonui Arap Kirui, the Returning Officer for the County Council of South Nyanza, do hereby certify that the following persons have been duly elected as Councillors for the County Council of South Nyanza and Local Council of East Nyokak:—

## THE COUNTY COUNCIL

Name	Place of Residence	Occupation or Description
MIGORI, Eliakim Nyateko.	Kanyada ..	Farmer.
RACHIDO, Obare Adeny	Gem ..	Farmer.
ODIRA, Francis Okoth	Mohuru/Kadem ..	Farmer.
OCHONDO, J. ..	Suna East ..	Farmer.
BONGA ..	Kanyaluo ..	Farmer.
OTIRA, Akajo ..	Wang'Chieng ..	Farmer.
AWITI, Ogada ..	West Karachuo-nyo.	Farmer.

## THE LOCAL COUNCIL

OWUOR, Gabriel ..	Kanyamanga (Sakwa) ..	Farmer.
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in pursuance of the Local Government Election Rules 1966.

Dated the 29th day of July 1966.

J. K. ARAP KIRUI,  
Returning Officer,  
South Nyanza.

Homa Bay.

GAZETTE NOTICE No. 3170

## THE MASAKU COUNTY COUNCIL

## CERTIFICATE OF RESULTS OF ELECTIONS

I, Isaiah Cheluget, the Returning Officer for the Masaku County Council, do hereby certify that the following persons have been duly elected as Councillors for the Masaku County Council:—

Name	Place of Residence	Occupation or Description
John M. Kibati ..	Matungulu (Special Seat)	Farmer.
Michael Mukosi Maingi	Mbiuni ..	Trader.
Stone Kathuli Muinde	Muputi ..	Trader.
David Nzuki ..	Masii ..	Farmer.
Samuel Musyimi ..	Okia ..	Trader.
Norman Nthenge Lukindo	Mukaa ..	Ex-Chief and a Farmer.
William M. K. Malu	Kilungu (Special Seat)	Politician.
R. Mutie Muia ..	Kisau ..	Farmer.
C. S. D'Souza ..	P.O. Box 11191, Nairobi.	Businessman.
John Kilonzo ..	Settlement Area ..	Hotel Keeper.
Mutemi Ngava ..	Kikumbulyu ..	Farmer.
Boniface Muthuku Kinyika	Muthetheni ..	Farmer.

P.O. Box 1,  
Machakos.  
4th August 1966.

I. CHELUGET,  
Returning Officer,  
Masaku County Council.

GAZETTE NOTICE No. 3171

## THE COUNTY COUNCIL OF MASAKU

## CERTIFICATE OF RESULTS OF ELECTIONS

I, Isaiah Cheluget, the Returning Officer for the Masaku County Council, do hereby certify that the following persons have been duly elected as Councillors for the Athi River Urban Council:—

Name	Place of Residence	Occupation or Description
Samuel K. Musembi	Athi River ..	Clerk.
Gideon M. Kinama	Athi River ..	Businessman.

P.O. Box 1,  
Machakos.  
4th August 1966.

I. CHELUGET,  
Returning Officer,  
Athi River Urban Council.

GAZETTE NOTICE No. 3172

## THE MASAKU COUNTY COUNCIL

## CERTIFICATE OF RESULTS OF ELECTIONS

I, Isaiah Cheluget, the Returning Officer for the Masaku County Council, do hereby certify that the following persons have been duly elected as Councillors for the Kangundo Local Council:—

Name	Place of Residence	Occupation or Description
Peter Mutisa Nyayo	Isinga ..	Farmer.
Luke Makau Kimeu	Muisuni ..	Carpenter.
Jackson Nthenge Mbithi	Mbusyani ..	Trader.

P.O. Box 1,  
Machakos.  
4th August 1966.

I. CHELUGET,  
Returning Officer,  
Kangundo Local Council.

GAZETTE NOTICE No. 3173

## THE MASAKU COUNTY COUNCIL

## CERTIFICATE OF RESULTS OF ELECTIONS

I, Isaiah Cheluget, the Returning Officer of the Masaku County Council, do hereby certify that the following persons have been returned unopposed and have therefore duly been elected as Councillors:—

Name	Place of Residence	Occupation or Description
Peter Ndeti ..	Athi River ..	Businessman.
Daniel Nzioka	Ithanga ..	Politician.
James Kisilu Mwanthi	Donyo Sabuk and Ithanga	Farmer.

P.O. Box 1,  
Machakos.  
4th August 1966.

I. CHELUGET,  
Returning Officer,  
Masaku County Council.

GAZETTE NOTICE No. 3174

## THE MASAKU COUNTY COUNCIL

## CERTIFICATE OF RESULTS OF ELECTIONS

I, Isaiah Cheluget, the Returning Officer for the Masaku County Council, do hereby certify that the following persons have been elected as Councillors for Masaku Urban Council:—

Name	Place of Residence	Occupation or Description
Abdallah Ibrahim ..	Machakos Township	Trader.
Bethi Mwelu ..	Machakos Township	Housewife.
Juma Mohamed ..	Machakos Township (Special Seat)	Businessman.

P.O. Box 1,  
Machakos.  
4th August 1966.

I. CHELUGET,  
Returning Officer,  
Masaku Urban Council.

GAZETTE NOTICE No. 3175

## THE MUNICIPAL COUNCIL OF THIKA

## THE LOCAL GOVERNMENT REGULATIONS 1963

(L.N. 256 of 1963)

## CLOSURE OF PART OF KENYATTA HIGHWAY

NOTICE is hereby given that on or after the 12th day of September 1966, the Municipal Council of Thika, in exercise of the powers conferred upon it by regulation 182 of the Local Government Regulations 1963, intends to make an Order prohibiting the driving of the vehicles on the road specified in the first column of the Schedule to this notice, otherwise than in the direction specified in the second column thereof.

Any person who objects to the making of this Order should address his objection in writing to the Town Clerk so as to be received before the 6th day of September 1966.

## SCHEDULE

First Column	Second Column
Kenyatta Highway from School Road to Industrial Road.	Towards Garissa Road.

Thika.  
13th August 1966.

F. W. KAGWE,  
Town Clerk,  
Town Hall, Thika.

GAZETTE NOTICE No. 3176

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

NOTICE is hereby given that the business of manufacturers of fibre suitcases, shovels, pad bolts, tower bolts and other miscellaneous items carried on by Messrs. Nairobi Steel Industries Limited at Nairobi, has, with effect from the 1st day of June 1966, been sold and transferred to Messrs. Kiambaa Industries Limited of Nairobi who shall continue to carry on the said business at the same place under its own name.

The address of the transferor is P.O. Box 8378, Nairobi.

The address of the transferee is P.O. Box 6819, Nairobi.

The transferee does not assume nor does it intend to assume any liability in the said business incurred by the transferor up to and including the 31st day of May 1966, and the same shall be paid and discharged by the transferor.

All debts due to or owing by the said business after 31st May 1966, will be received and paid by the transferee.

Dated at Nairobi this 13th day of August 1966.

LAWRENCE LONG & CO.,  
*Advocates,*  
P.O. Box 810, Nakuru,  
*Advocates for the Transferor*  
*and Transferee.*

GAZETTE NOTICE No. 3177

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

NOTICE is hereby given that the business of bar, hotel and restaurant heretofore carried on by Gurdev Singh Gian Singh Kalsi of P.O. Box 2165, Nairobi in the Republic of Kenya, under the name or style of Highridge Hotel on Plot No. 209/21/7, Masari Road, Parklands, Nairobi, has, with effect from the 16th day of August 1966, been sold and transferred to Fatehali Hussein Valli Issa of P.O. Box 1741, Nairobi aforesaid, who shall carry on the said business at the same place, and under the firm name of Highridge Hotel.

The transferee does not assume nor does he intend to assume any liabilities incurred in the said business by the transferor up to and including the 15th day of August 1966, and the same shall be paid and discharged by the transferor and likewise all debts due to the transferor up to and including the 15th day of August 1966, will be received by the said transferor.

Dated at Nairobi this 16th day of August 1966.

GURDEV SINGH GIAN SINGH KALSI,  
*Transferor.*  
FATEHALI HUSSEIN VALLI ISSA,  
*Transferee.*

GAZETTE NOTICE No. 3178

**DISSOLUTION OF PARTNERSHIP**

TAKE NOTICE that the partnership business of furniture makers carried on at Grogan Road, Opposite Central Dairy under the firm name and style of Nairobi Furniture Works has been dissolved by mutual consent by retirement therefrom of Gandabhai Prabhubhai Mistry and the said business shall be carried on as before and at the same place and address by the continuing partner, Dayalbhai Rambhai Mistry, who shall pay all liabilities and collect all assets of the said partnership up to and including the 28th day of February 1966, from which date the said partnership has been dissolved as aforesaid.

Dated at Nairobi this 2nd day of March 1966.

GANDABHAI PRABHUBHAI MISTRY,  
*Retiring Partner.*  
DAYALBHAI RAMBHAHAI MISTRY,  
*Continuing Partner.*

GAZETTE NOTICE No. 3179

**DISSOLUTION OF PARTNERSHIP**  
JULIANA HAIR STYLISTS

TAKE NOTICE that Miss Ann Griffiths retired from the partnership carrying on business under the above name in Muindi Mbingu Street on 30th June 1966. The partnership business will be continued under the same name by Miss Juliette Rose Hermitte and Mrs. Thelma Louise Madden.

Dated this 16th day of August 1966.

KAPLAN & STRATTON,  
*Advocates for the Retiring Partner.*  
ARCHER & WILCOCK,  
*Advocates for the Continuing Partners.*

GAZETTE NOTICE No. 3180

**NOTICE OF CHANGE OF NAME**

I, Sheikh Mushtaq Hassan Sarwar Hussain of P.O. Box 30061, Nairobi in the Republic of Kenya, the legal guardian of Ishtiaq Hassan of Nairobi aforesaid, an infant, hereby give public notice that by a deed poll dated the 11th day of August 1966, duly executed by me, I on behalf of the said Ishtiaq Hassan formally renounced and abandoned the use of his name of Ishtiaq Hassan and in lieu thereof assumed, adopted and retained the name of Sheikh Ishtiaq Hassan for all purposes and I hereby authorize and request all persons to designate and describe and address the said Ishtiaq Hassan by his assumed and retained name of Sheikh Ishtiaq Hassan.

Dated at Nairobi this 11th day of August 1966.

SHEIKH MUSHTAQ HASSAN SARWAR HUSSAIN.

GAZETTE NOTICE No. 3181

**NOTICE OF CHANGE OF NAME**

TAKE NOTICE that by a deed poll dated the 20th day of July 1966, and duly registered in the Registry of Documents at Nairobi on the 28th day of July 1966, we, Arthur Douglas Bungay-Prevett and Vera Jean Bungay-Prevett, of P.O. Box 5263, Nairobi (formerly known by our original surname of Prevett), have assumed the additional surname of Bungay, and so that such additional and original surnames shall be treated as an additional surname.

Dated this 12th day of August 1966.

ARTHUR DOUGLAS BUNGAY-PREVETT,  
*formerly known as Arthur Douglas Prevett.*  
VERA JEAN BUNGAY-PREVETT,  
*formerly known as Vera Jean Prevett.*

GAZETTE NOTICE No. 3182

**NOTICE OF CHANGE OF NAME**

I, Prakash s/o Mulji Meghji Dudhia of Nairobi in Kenya, formerly called Prabhudas s/o Mulji Meghji Dudhia, hereby give public notice that by a deed poll dated the 25th day of July 1966, duly executed by me, I absolutely renounced and abandoned the use of my said first name Prabhudas and assumed in lieu thereof the first name of Prakash for all purposes, and I hereby authorize and request all persons to designate, describe and address me by such assumed first name of Prakash.

Dated at Nairobi this 12th day of August 1966.

PRAKASH s/o MULJI MEGHJI DUDHIA,  
*formerly known as Prabhudas.*

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