

THE KENYA GAZETTE

Published by Authority of the Republic of Kenya

(Registered as a Newspaper at the G.P.O.)

Vol. LXXVIII-No. 27

NAIROBI, 2nd JULY, 1976

Price Sh. 2

CONT	ENTS
GAZETTE NOTICES	GAZEITE NOTICES—(Contd.)
Page	Page
The Hotels and Restaurants Act—Direction 690	Loss of Policies
The Forests Act—Notice 690	Local Government Notices 713-714
The Oaths and Statutory Declarations Act—A Commission	Tender
	Business Transfers
The Local Government (Tana River Trade Development Joint Board) Order, 1966—Appointments 690	Change of Names
The Local Government (South Nyanza Trade Development Joint Board) Order, 1966—Appointments 690	SUPPLEMENT No. 36
The Advocates (Admission) Regulations—Notification 691	Legislative Supplement
Vacancies 691–692	LEGAL NOTICE No. PAGE
High Court of Kenya at Eldoret—Civil and Criminal Cause List 692-693	124—The Sales Tax (Remission) (No. 4) Order, 1976 211 125—The Sales Tax (Remission) (No. 5) Order, 1976 212-217
The Animal Diseases Act—Scheduled Areas 693	126—The Customs Tariff (Remission) (No. 16) Order, 1976 218
The Registered Land Act—Issue of New Certificates 693-696	51601, 1716 W. H.
Industrial Court Awards 700–703	127—The Customs Tariff (Remission) (No. 17) Order, 1976 218–223
Kenya Stock 703	128The Forests (General) Rules 224
Loss of L.P.O s	129—The Forests (Gencral) (Amendment) Rules,
The Agricultural Finance Corporation Act—Sale Notices 703-704	(Published as a Special Issue on 29th June, 1976)
E.A Customs and Excise Department—Auction Notice 705-707	(Fublished as a Special Fisher on 25th June, 1770)
Trade Marks	
Patent 710	SUPPLEMENT No. 37
Probate and Administration 710-711	Legislative Supplement
Bankruptcy Jurisdiction 711	Legal Notice No. Page
The Companies Act—Notification, etc 711-712	130—The Local Government (Municipal Council of Meru) Gratuity Rules, 1976 227–229
The Societies Rules—Registration, etc 712 The Co-operative Societies Act—Appointments, etc 712–713	131—The Local Government (Municipal Council of Nakuru) (Amendment) Order, 1976 229

THE HOTELS AND RESTAURANTS ACT (Cap. 494)

IN EXERCISE of the powers conferred by section 23 of the Hotels and Restaurants Act, the Minister for Tourism and Wildlife hereby directs that from the 24th of October to the 30th November, 1976, both dates inclusive, no guests will be booked into Hotels within the Nairobi Provincial Area to which the Hotels and Restaurants Act apply without the prior written authority of the Minister or such person, officer or bureau, as the Minister may designate for the purpose.

Dated this 22nd day of June, 1976.

M. J. OGUTU,
Minister for Tourism and Wildlife.

GAZETTE NOTICE No. 1958

THE FORESTS ACT (Cap. 385)

LUGARI FOREST

IN ACCORDANCE with the provisions of section 4 (2) of the Forests Act, the Minister for Natural Resources hereby gives 28 days' notice, with effect from the date of publication of this notice, of his intention to declare that the area described in the Schedule hereto shall be a forest area.

SCHEDULE

An area of land of approximately 2,163.0 hectares, known as Lugari Parcel No. 702, situated approximately 13 kilometres north-east of Webuye Town in the Kakamega District, Western Province, the boundaries of which are more particularly delineated, edged green, on Boundary Plan No. 175/177, which is signed and deposited in the Survey Records Office, Survey of Kenya, Nairobi, and a copy of which may be inspected at the office of the Divisional Forest Officer, Forest Department, Turbo.

Dated this 10th day of June, 1976.

S. S. OLOITIPITIP,
Minister for Natural Resources.

GAZETIE NOTICE No. 1959

HIGH COURT OF KENYA
THE OATHS AND STATUTORY DECLARATIONS ACT
(Cap. 15)

A COMMISSION

To All To Whom These Presents Shall Come Greeting: BE IT KNOWN that on the 18th day of June, 1976— HARRY GIBSON KINUKA NDUNDA

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

Given under my hand and the Seal of the Court, this 18th day of June, 1976, at Nairobi.

JAMES WICKS, Chief Justice, High Court of Kenya.

GAZETTE NOTICE No. 1960

JUDICIAL SERVICE COMMISSION THE MAGISTRATE'S COURTS ACT, 1967 (No. 17 of 1967)

IN EXERCISE of the powers conferred by section 8 (1) of the Magistrate's Courts Act, 1967, the Chairman* of the Judicial Service Commission makes the following assignment of a District Magistrate:—

JOSEPH AMONDE MANGO, a District Magistrate empowered to hold a Magistrate's Court of the second class, is assigned to the Lamu and Tana River Districts, with effect from 28th June, 1976, in addition to the Mombasa, Kwale, Kilifi and Taita Districts by Gazette Notice No. 2509/1975

Dated this 28th day of June, 1976.

JAMES WICKS,

Chairman,

Judicial Service Commission.

*G.N. 3606/1967.

GAZETTE NOTICE No. 1961

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

THE LOCAL GOVERNMENT (TANA RIVER TRADE DEVELOPMENT JOINT BOARD) ORDER. 1966 (L.N. 6 of 1966)

APPOINTMENTS TO THE BOARD

IN EXERCISE of the powers conferred by paragraph 3 of the Local Government (Tana River Trade Development Joint Board) Order, 1966, upon the Minister for Local Government, and in pursuance of a direction* given under section 38 (1) of the Interpretation and General Provisions Act, the Permanent Secretary for Commerce and Industry appoints—

Galgalo Boru,

Were Duri,

Marko Rhoka,

to be members to the Tana River Trade Development Joint Board. The appointments† of Messrs. Shambaro Elema, Kambo Somoe Bwana and Thomas Panlo Guyo as members of the Board are hereby cancelled.

Dated this 25th day of June, 1976.

L. M. KABETU,
Permanent Secretary,
Ministry of Commerce and Industry.

*L.N. 221/1972. †G.N. 3700/1972.

GAZETTE NOTICE No. 1962

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

THE LOCAL GOVERNMENT (SOUTH NYANZA TRADE DEVELOPMENT JOINT BOARD) ORDER. 1966 (L.N. 78 of 1966)

APPOINTMENTS TO THE BOARD

IN EXERCISE of the powers conferred by paragraph 3 of the Local Government (South Nyanza Trade Development Joint Board) Order, 1966, upon the Minister for Local Government, and in pursuance of a direction* given under section 38 (1) of the Interpretation and General Provisions Act, the Permanent Secretary for Commerce and Industry appoints—

Sobu Masinde,

Philip Asoyo Ochino, Daniel Malwa Mwita,

to be members to the South Nyanza Trade Development Joint Board. The appointments† of Akuku Ogwela, Festus Wambura, Sidhe Ogweyot as members of the Board are hereby cancelled.

Dated this 23rd day of June, 1976.

L. M. KABETU,
Permanent Secretary,
Ministry of Commerce and Industry.

*L.N. 221/1965. †G.N. 1312/1966.

THE ADVOCATES (ADMISSION) REGULATIONS (Cap. 16, Sub. Leg.)

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

Nathan M. Adembesa, George Jafeth Masika, William Mbaya,

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

Dated this 28th day of June, 1976.

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

GAZETTE NOTICE No. 1964

PUBLIC SERVICE COMMISSION OF KENYA VACANCIES

APPLICATIONS are invited for the following trainee posts and must be submitted to the Secretary, Public Service Commission of Kenya, P.O. Box 30095, Nairobi, to reach him by 8th July, 1976.

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

Note

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

Trainee Vacancies in the Office of the President (Kenya Police) Telecommunications (Trainee) (Fifteen Posts) (No. 72/76)

Applicants should hold the East African Certificate of Education, Division I or II with credits in English, Mathematics and Physics or Physics with Chemistry. Applicants with higher qualifications will be considered.

Training will be of approximately three years' duration and will take place at the Kenya Polytechnic and the Police Signals Training School, Nairobi. Applicants will be required to take an aptitude test.

Terms and conditions of service will be as follows:-

Successful applicants will receive a training allowance of K.Sh. 820 per month, this includes a monthly house allowance. Trainees will be eligible for 14 days' annual leave.

Trainees will be required to pass examinations annually leading to the East African Examinations Council Telecommunications Technicians Course No. 271, Part II ("C") Certificate.

On completion of training, passing departmental practical examinations and satisfactory service, trainees will be eligible for appointment as Assistant Telecommunications Engineers Grade II in Job Group G—£804 to £1,086 p.a.

Trainees will be bonded during their training period and on successfully completing their training, they will be required to serve the Kenya Government for a further period of three years. In default thereof, they will be required to pay the Government the sum of K.Sh. 6,000 before they may leave Government service.

Progress beyond Job Group G will depend on merit and

Trainee Vacancies in the Ministry of Finance and Planning:

Assessor (Trainee) (Thirty Posts) (No. 73/76)

Applications are invited from persons who have obtained a good degree preferably in Commerce, Law or Economics or alternatively a recognized Accountancy qualification and who will be prepared to undergo a period of intensive full-time training of approximately 18 months. The successful candidates

for the course will be appointed as Assessor III, Job Group "H"—salary scale K£1,086 to K£1,446 p.a. On successful completion of that course officers will qualify for advancement to Assessor II, Job Group "J"—salary scale K£1,350 to K£1,794 p.a. Serving officers who join the course at the salary scale of Job Group "J" will be advanced to Assessor I, Job Group "K", salary scale K£1,614 to K£2,082 p.a. Thereafter, officers will normally be attached to experiencend Assessors where they will undergo one year's intensive practical experience as fully qualified Assessors. Following this, Assessors will be responsible for the files of various groups of taxpayers ranging from individuals to partnerships and limited companies.

Prospects for promotion to Senior Assessor in Job Group "L", salary scale K£2,010 to K£2,514 p.a., are quite good. Opportunities to rise to this level and above exist for officers who prove their ability and demonstrate that they are capable of accepting greater responsibility in the technical and administrative areas of the Income Tax Department.

GAZETTE NOTICE No. 1965

PUBLIC SERVICE COMMISSION OF KENYA VACANCIES

APPLICATIONS are invited for the posts shown below. Completed application forms should reach the Secretary, Public Service Commission of Kenya, P.O. Box 30095, Nairobi, on or before 22nd July, 1976.

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

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

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

Note

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

Vacancies in the Ministry of Water Development (Mombasa and Coastal Water Supply):

Draughtsman Grade III (One Post) (No. 74/76)

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

Applicants must be in possession of an East African Certificate of Education or its equivalent. They should have had approved training in Civil and Mechanical Engineering Draughting and have had at least three years' progressive practice in addition. They must have served for at least a minimum of two years as Assistant Draughtsman Grade I and must have obtained the Grade I Certificate at the Kenya Polytechnic or its equivalent. Non-civil servants should be in possession of City and Guilds Diploma in Civil Engineering.

Preference will be given to those with experience in Water Supply, Draught and Cartography. Ability to work up sketches into finished drawings and a command of English are essential.

The successful candidate must be prepared to work in Coast Province under the Ministry of Water Development.

Survey Assistant Grade III (One Post) (No. 75/76)

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

Applicants must be in possession of at least an East African School Certificate or its equivalent with credits in Mathematics, Physics, Geography and English or its equivalent pre-technicians certificate with credits in the appropriate subjects.

They must have completed three years' departmental course under departmental training schemes and must have the National Ordinary Technicians Diploma from the Kenya Polytechnic or possess other equivalent qualifications.

The successful candidates must be prepared to work in the Coast Province under the Ministry of Water Development.

VACANCIES—PUBLIC SERVICE COMMISSION—(Contd.)

Inspector (Mechanical) (One Post) (No. 76/76)

Salary scale,-£804 to £1,086 p.a. PENSIONABLE or AGREEMENT.

Applicants must possess the Kenya Government Grade 1 Trade Test Certificate for Motor Vehicles Mechanic or have passed either the East African Certificate for Motor Vehicle Technician Course Parts 1 and 11 or the City and Guilds Motor Vehicle Technician Course Parts 1 and 11 or the City and Guilds Motor Vehicle Technician Course Parts I and II. They must be fully conversant with the repair and overhaul of motor vehicles both petrol and diesel engines and knowledge of stationary power plant will be an advantage. They must be capable of running a small workshop without supervision, compile inspection simple technical reports and conduct correspondence. They must have a thorough knowledge of stores accounting and stock control. They must possess a valid driving licence covering vehicles up to and including five tons.

The successful candidate must be prepared to work in the Coast Province under the Ministry of Water Development.

Laboratory Technologist (One Post) (No. 77/76)

Salary scale.-£804 to £1,086 p.a. PENSIONABLE or AGREEMENT.

Applicants must be in possession of an East African Certificate of Education or its equivalent with credits in any two Science subjects. They must have successfully completed a training course leading to the award of one of the following basic qualifications:-

- (a) Biological Laboratory Technician Ordinary Certificate;
- (b) Science Laboratory Technician Ordinary Certificate:
- (c) East African Certificate in Medical Laboratory Technology;
- (d) Intermediate of the Institute of Medical Laboratory Technology:
- (e) Ordinary National Certificate or other recognized qualifica-

The successful applicant must be prepared to work in the Coast Province under the Ministry of Water Development.

Executive Assistant (Three Posts) (No. 78/76)

Salary scale.—£804 to £1,086 p.a. PENSIONABLE or AGREÉMENT.

Applicants must be civil servants of East African Certificate of Education or its equivalent with a minimum of eight years' satisfactory and appropriate clerical experience within the cadre of which at least three years must be in the grade of Senior Clerical Officer. Applicants must have done and passed the proficiency examination for Clerical Officers. They must have thorough knowledge of Government Regulations and procedure. Ability to control staff and conduct correspondence is essential. Successful applicants must be prepared to work in the Coast Province under the Ministry of Water Development.

Senior Clerical Officer (Three Posts) (No. 79/76)

Salary scale.-£594 to £834 p.a. PENSIONABLE or AGREE-MENT.

Applicants must be civil servants of East African Certificate of Education or its equivalent with a minimum of five years' satisfactory and appropriate clerical experience within the grade of which at least two years must be in the grade of Higher Clerical Officer. Applicants must have done and passed the proficiency examination for Clerical Officers.

A sound knowledge of Government Regulations and ability to control staff and conduct correspondence is essential.

The successful applicants must be prepared to work in the Coast Province under the Ministry of Water Development.

Senior Machine Operator (One Post) (No. 80/76)

Salary scale.-£594 to £834 p.a. PENSIONABLE or AGREE-MENT.

Applicants must be civil servants in possession of East African Certificate of Education or its equivalent. They must have served for at least four years as Mechanized Ledger Clerk Grade I. Ability to supervise staff and conduct correspondence is essential.

The successful applicant must be prepared to work in the Coast Province under the Ministry of Water Development.

GAZETTE NOTICE No. 1966

CAREERS IN INTERNATIONAL ORGANIZATIONS

THE World Intellectual Property Organization has announced the following vacancies; and Kenya citizens wishing to apply the following vacancies; and Kenya Citizens wisning to apply should, initially, write to WIPO Administration Division, 32. Chemindes Colombettes, 1211 Geneva 20, Switzerland, for application forms. These forms, duly completed, should reach WIPO not later than 15th August, 1976. Applicants who are civil servants should submit their completed forms through their Permanent Secretaries so as to reach the Permanent Secretary, Directorate of Personnel Management, P.O. Box 30050, Nairobi, not later than 31st July, 1976.

1. Director of the Administrative Division and Controller Vacancy No.-301.

Salary scale.—From 60,579 Swiss Francs (basic) plus annual post adjustment, dependency allowance and education grant.

- (a) University degree in an appropriate field (such as economics, national or international public administration advanced studies in a commercial field) or equivalent qualification.
- (b) Considerable professional experience in the administrative field (particularly in finance and personnel management), preferably with the exercise of responsibilities at a senior level in the framework of international organizations within the United Nations system.
- (c) Excellent knowledge of either English or French and at least a good knowledge of the other. A knowledge of other working languages would be an advantage.
 - 2. Legal Officer, Copyright Division

Vacancy No.-302.

Salary scale.—P-2 level—from 30,544 Swiss Francs (starting salary); P-3 level—from 37,047 Swiss Francs (starting salary), plus annual adjustment, dependency allowances and education

Qualifications:-

- (a) University degree in Law or equivalent legal qualification.
- (b) Experience in the field of copyright and neighbouring rights (preferably including its international aspects).
- (c) Excellent knowledge of either English or French and a good knowledge of the other. A knowledge of other working languages would be an advantage.

GAZETTE NOTICE No. 1967

IN THE HIGH COURT OF KENYA AT ELDORET

CIVIL AND CRIMINAL CAUSE LIST FOR THE MONTHS OF JUNE AND JULY, 1976, SESSIONS

Before the Honourable Mr. Justice J. O. Nyarangi On Monday, 28th June, 1976, in Chambers at 9 a.m.

For Notice of Motion

Civil Case No.:

213/73 Kamnyimis Farmers Co. v. Lessos Co-op. Soc.

In Court Thereafter for Civil Hearing

Civil Case Nos.:

111/75 Reuben L. Ayuya v. Wellington Mwingisi.

165/73 L. K. Githegi ν. G. K. Ng'ang'a.

174/73 Ngando Wangendo and another v. Muoria Muchiri.

98/71 Samwel ole Nganai v. Makirin A. Bor and part.

On Tuesday, 29th June, 1976, in Court at 9 a.m.

For Criminal Plea

Criminal Case No.:

6/76 Republic v. Chepkemboi w/o arap Barno.

For Criminal Hearing

Criminal Case No.:

2/76 Republic v. 1. Peter Wambulwa Esau. 2. Sireno Elisha. 3. Charles Toyua Kusimba. 4. Patrick Sikuku Cheroti. 5. Titus Wanyonyi Wakhaola.

On Wednesday, 30th June, 1976, in Chambers at 9 a.m. For Mention

Civil Case Nos.:

92/73 Lumboka Estate Ltd. v. Jackson Sirandula. 126/73 Joseph Ondali v. D. C. N. Moss.

170/75 Nyairo, Tunoi & Co. v. Juma Isiye.

Malakwen A. Ngeny v. Kipkosgei A. Tanui. 310/75

David Kabiru and another v. Ibrahim Wangereka. 137/73

Kiprotich A. Kimngeny and another v. Kwambai A. Saina.

Civil Appeal No.:

1/74 Christina Chepkuiyo v. Prisca Taprandich.

Civil Case Nos.:

2/73 John Kiplagat Kibogy v. William Chemweno.

36/74 Crispo Kusimba v. 1. Kenya Commercial Bank. 2. Henry Wambota.

26/74 Musa Kandie Chepkurui v. Cherutich A. Chepkwony.

205/73 Nurani Garage Ltd. v. Lessos Farmers Co-op. Society.

179/73 Livingstone K. Githegi v. Biruri Kihoria.

For Chamber Summons

Civil Case Nos.:

40/65 Kimunai A. Sitmer v. Kipkoros A. Lagat.
142/74 Stephen Mtange v. B. O. Wambayi.
226/74 Limo arap Ruro v. Kiplagat arap Mutai.
290/75 John M. Kitiabi v. William K. Amutalla.
358/75 Kimaru A. Mugun v. Jeremiah K. Junior.

For Notice of Motion

Civil Case Nos.:

276/75 George Manuel Constr. v. John Okinda. 4/76 Henry Wanyonyi v. John Mbugua.

Misc. C. App. No.:

6/76 James Boiyo v. Commissioner-General of Customs and Excise, East Africa Customs.

For Summons for Directions

Civil Case Nos.:

207/73 Electro Plumbing Ltd. v. M. A. Sisiwa.

105/75 Kiptabut A. Too v. Kiplombe Farm Limited.

For Formal Proof

Civil Case No.:

27/76 Elijah Mbundo v. Samson Ayosi.

In Court Thereafter for Criminal Hearing

Criminal Case No.:

2/76 Republic v. 1. Peter Wambulwa Esau. 2. Sireno Elisha. 3. Charles Toyua Kusimba. 4. Patrick Sikulu Cheroti. 5. Titus Wanyonyi Wakhaola.

On Thursday, 1st July, 1976, in Court at 9 a.m.

For Civil Hearing

Civil Appeal Nos.:

7/74 Trans Nzoia Garage and Body Builders v. Amar Singh Chaggar.

7"B"/74 Nathan Machanja v. Robert Archer.

For Criminal Hearing—(part-heard)

Criminal Case No.:

2/76 Republic v. 1. Peter Wambulwa Esau. 2. Sireno Elisha. 3. Charles Toyua Kusimba. 4. Patrick Sikulu Cheroti. 5. Titus Wanyonyi Wakhaola.

On Friday, 2nd July, 1976, in Court at 9 a.m.

For Criminal Hearing—(part-heard)

Criminal Case No.:

Republic v. 1. Peter Wambulwa Esau. 2. Sireno Elisha. 3. Charles Toyua Kusimba. 4. Patrick Sikulu Cheroti. 5. Titus Wanyonyi Wakhaola.

E. F. ARAGON, Deputy Registrar,

Eldoret,

22nd June, 1976.

High Court of Kenya, Eldoret.

GAZETTE NOTICE No. 1968

(QUAR/O/Vol. XI/123)

THE ANIMAL DISEASES ACT

(Cap. 364)

IN EXERCISE of the powers conferred by section 5 of the Animal Diseases Act, I hereby declare-

(a) the areas specified in Schedule I, Schedule II and Schedule III hereto to be "infected areas" in respect of the diseases indicated at the heads of such Schedules;

(b) the notices specified in the first column of Schedule IV hereto to be amended in the manner specified in the second column of such Schedule

Kabete. 16th June, 1976.

I. E. MURIITHI, Director of Veterinary Services.

SCHEDULE I-FOOT-AND-MOUTH DISEASE

L.R. No. 10422/2; The Manager, Trench Farm, Laikipia; Laikipia District.

L.R. Nos. 2461/1, 2460, 11300; The Manager, Muhotetu Farmers' Co-operative Society, Laikipia; Laikipia District.

L.R. No. 6333; The Manager, Kabanga Farm, Laikipia; Laikipia

L.R. No. 9829; The Manager, Tegessi Ltd., Laikipia; Laikipia

L.R. No. 9829; The Manager, Weruini Ltd., P.O. Box 4, Naro Moru; Laikipia District.

L.R. No. 2787, Nanyuki Township; The District Commissioner, P.O. Box 11, Nanyuki; Laikipia District.

L.R. Nos. 10178, 2828, 2755, 2757; The Manager, Sweet Waters Ltd., Laikipia; Laikipia District.

Central Division; The District Commissioner, Wajir; Wajir District.

L.R. Nos. 7142/1, 6875/1; The Manager, Miarage Farmers. Meru: Meru District.

SCHEDULE II-EAST COAST FEVER

L.R. No. 7065; Mr. Hutchinson, Tunnel Co. Ltd., P.O. Fort Ternan, Kipkelion/Kericho; Kericho District.

L.R. Nos. 10478/2, 10478/5, 7502/2/R, 7502/2; The Manager, Jumatatu Farm, P.O. Box 564, Nakuru; Nakuru District.

SCHEDULE III-SHEEP SCAB

Mikaro and Mawingo Schemes; The District Commissioner, Nyandarua; Nyandarua District.

SCHEDULE IV

First Column

Second Column

Gazette Notice No. 3044 dated the 9th day of September, 1975.

Gazette Notice No. 1307

Gazette Notice No. 3703 dated the 10th day of

Gazette Notice No. 3368

dated the 30th day of September, 1975.

November, 1975.

April, 1976.

dated the 7th day of

By deleting from Schedule I (Footand-Mouth Disease) thereto the following:-

"Ndivisi Location; The District Commissioner, Bungoma; Bungoma District."

"West Kitutu Location and Central Kitutu Location; The District Commissioner, Kisii; District Commissioner, Kisii District."

By deleting from Schedule I (Footand-Mouth Disease) thereto the following:"L.R.]

"L.R. Nos. 1861/R, 6237, 4142/R, 8221; The Manager, Mumberess Estates, P.O. Equator; Uasin Gishu District."

"Kisii District; The District Commissioner, Kisii; Kisii District."

By deleting from Schedule I (Footand-Mouth Disease) thereto the following:

"Bokoli Location; The District Commissioner, P.O. Box 550, Bungoma; Bungoma District."

By deleting from Schedule I (Footand-Mouth Disease) thereto the following:-

Division; Inc.
South "Kehancha District Commissioner, Nyanza; South Nyanza District."

By deleting from Schedule I (Footand-Mouth Disease) thereto the following:

"Karai Location; The District Commissioner, P.O. Box 32, Kiambu; Kiambu District."

Gazette Notice No. 931 dated the 12th day of March, 1976.

THE GOVERNMENT LANDS ACT (Cap. 280)

RESIDENTIAL PLOTS—KILELESHWA AREA, NAIROBI

THE Commissioner of Lands invites applications for plots in the above area, for residential purposes as described in the Schedule hereto. A plan of the plots may be seen in the Lands Department, or may be obtained on payment of Sh. 4 from the Public Map Office, P.O. Box 30089, Nairobi.

- 2. Applications must be sent to the Commissioner of Lands not later than noon on 13th August, 1976.
- 3. Applicants must enclose with their applications a sum of Sh. 1,000 or send a postal order, money order or banker's order made payable to the Commissioner of Lands as deposit. No cheques will be accepted. The deposit will be dealt with as follows:—
 - (a) If the applicant is offered and takes up and pays for the plot within a period of 30 days as required by Condition No. 5 below, the deposit will be credited to him.
 - (b) If the application is unsuccessful the applicant's deposit will be returned to him.
 - (c) If the application is successful and the applicant fails to take up and pay for the plot offered to him within a period of 30 days as required by Condition No. 5 below, the Commissioner of Lands may declare the deposit forfeited and the applicant shall have no further claim thereto.
- 4. Each application should be accompanied by a statement indicating—
 - (a) the amount of capital it is proposed to spend on the project;
 - (b) the amount of actual capital available for development with a banker's letter, or other evidence of financial status in support;
 - (c) the manner in which it is proposed to raise the balance of the capital required for development, if any;
 - (d) whether the applicant owns any other residential plot in Nairobi.
- 5. The successful allottee of the plot shall pay to the Commissioner of Lands within 30 days of notification that his application has been successful, the stand premium and proportion of the annual rent together with survey, conveyancing, stamp duty and registration fees, contribution in lieu of rates and provisional service charges. In default of payment within the specific time, the Commissioner of Lands may cancel the allotment and the applicant shall have no claim to the plot.

General Conditions

- 1. The grant will be made under the provision of the Government Lands Act (Cap. 280 of the Laws of Kenya), and title will be issued under the Registration of Titles Act (Cap. 281).
- 2. The grant will be issued in the name of the allottee as given in the letter of application and will be subject to the Special Conditions set out below.
- 3. The term of the grant will be for 99 years from the 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 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 or implied by the Government Lands Act, if default shall be made in the performance or observance of any of the requirements of this condition, it shall be lawful for the Commissioner of Lands or any person authorized by him on behalf of the President to 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 of Lands 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 residential purposes and not more than one private dwelling-house with the necessary offices and out-buildings appurtenant thereto (excluding a guest-house) shall be erected on the land.
- 6. The buildings shall not cover a greater area of the land as may be laid down by the local authority in its by-laws.
- 7. The grantee shall not subdivide the land without the prior consent in writing of the Commissioner of Lands.
- 8. The grantee shall not sell, transfer, sublet, charge or part with the possession of the land or any part thereof or any buildings thereon except with the prior consent in writing of the Commissioner of Lands: no application for such consent (except in respect of a loan required for building purposes) will be considered until Special Condition No. 2 has been performed.
- 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 such construction as the Commissioner may assess.
- 12. The grantee shall pay such rates, taxes, charges, duties, assessments or outgoings of whatever description as may be imposed, charged or assessed by any Government or local authority upon the land or the buildings erected thereon, including any contribution or other sum paid by the President in lieu thereof.
- 13. The President or such person or authority as may be appointed for the purpose shall have the right to enter upon the land and lay and have access to water mains, service pipes and drains, telephone or telegraph wires and electric mains of all descriptions, whether overhead or underground and the grantee shall not erect any buildings in such a way as to cover or interfere with any existing alignments of main or service pipes or telephone wires and electric mains.
- 14. The Commissioner of Lands reserves the right to revise the annual rental of Sh. payable hereunder after the expiration of the 33rd and 66th year of the term hereby granted. Such rental will be at a rate of 4 per cent of the unimproved freehold value of the land as assessed by the Commissioner of Lands.

SCHEDULE

		-			
Unsurveyed Plot No.	Arca in	Stand Premium	Annual Rent	Roads and Drains Charges	Survey Fees
11 15 16 17 19 20	Hectares 0·23 0·41 0·22 0·22 0·27 0·28	Sh. 3,240 4,640 3,160 3,160 3,560 3,640	Sh. 648 928 632 632 712 728	Sh. 25,000 25,000 25,000 25,000 25,000 25,000	Sh. 460 460 460 460 460 460

THE GOVERNMENT LANDS ACT (Cap. 280)

TURBO TRADING CENTRE—PLOTS FOR LOW-DENSITY RESIDENTIAL PURPOSES

THE Commissioner of Lands on behalf of the President of the Republic of Kenya gives notice that the plots in Turbo Trading Centre as described in the Schedule hereto are available for alienation and applications are invited for the direct grant

- 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 Clerk, Wareng County Council, or may be obtained from the Public Map Office, P.O. Box 30089, Nairobi, on payment of Sh. 3 post free.
- 3. Applications should be submitted to the Commissioner of Lands, Nairobi, through the Clerk, Wareng County Council. Applications must be on prescribed forms which are available from Lands Department, and at the office of the Clerk, Wareng County Council.
- 4. Applications must be sent so as to reach the Clerk to Council not later than noon on the 16th July, 1976.
- 5. Applications must not be sent direct to the Commissioner of Lands.
- 6. Applicants must enclose with their applications their cheque for Sh. 1,000 as a deposit, which will be dealt with as follows:—
 - (a) If the applicant is offered and takes up and pays for a plot within a period of 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 mzy declare the deposit forfeited and the applicant shall have no further claim thereto.

General Conditions

- 1. The ordinary conditions applicable to township grants of this nature except as varied hereby shall apply to this grant.
- 2. The grant will be made under the provisions of the Government Lands Act (Cap. 280 of the Laws of Kenya), and title will be issued under the Registration of Titles Act (Cap. 281).
- 3. The grant will be issued in the name of the allottee as stated in the letter of application.
- 4. The term of the grant will be for 99 years from the first day of the month following the notification of the approval of the grant.
- 5. Each allottee of a plot shall pay to the Commissioner of Lands within 14 days of notification that his application has been approved, the initial estimated amount for the construction of roads and drains to serve the plot, the assessed stand premium and 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 Commissoner 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/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 the buildings shall only be used for private residential purposes and not more than one dwelling-house shall be erected on the land.
- 6. The buildings shall not cover more than 50 per centum of the area of the land or such lesser area as may be laid down by the local authority in its by-laws.
- 7. The land shall not be used for the purposes of any trade or business which the Commissioner of Lands considers to be dangerous or offensive.
 - 8. The grantee shall not subdivide the land.
- 9. The grantee shall not sell, 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.
- 10. The grante 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 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
- 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 down 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, service pipes, telephone or telegraph wires and electric mains.
- 15. The Commissioner of Lands reserves the right to revise the annual ground rental payable hereunder after the expiration of the 33rd and 66th years of the term hereby granted. Such rental will be at a rate of 4 per cent of the unimproved freehold value of the land as assessed by the Commissioner of Lands.

SCHEDULE

Plot No.	Arca (approx.)	Stand Premium	Annual Rent	Road Charges	Survey Fees
Insurveyed	Hectares	Sh.	Sh.	Sh.	Sh.
6938/43	0.0297	360	72	Payable	460
-1-1	U 0297	360	72	on	460
45	0 0297	360	72	demand	460
46	0 0296	360	72	,, i	460
47	0 0296	360	72	,,	460
48	0 0296	360	72	,,	460
53	0.0296	360	72	,,	460
54	0.0297	360	72	,,	460
55	0.0296	360	72	١,,	460
56	0.0297	360	72	i , l	460
57	0.0297	360	72	l ,,	460
58	0.0297	360	72	,	460
59	0.0260	320	64	,,	460
60	0.043	440	88	,,	460
67	0.0297	360	72	;;	460
68	0.0297	360	72	,,	460
69	0 0297	360	72	,,	460
70	0.0297	360	72		460
71	0.0297	360	72	,,	460
72	0.0297	360	72	,,	460
73	0.0297	360	72	,,	460
74	0.0223	260	52	",	460
75	0.0321	380	76	,,	460
76	0 0334	400	80	,,	460
77	0 0297	360	72	,,	460
78	0.0295	360	72	,,	460

GAZETTE NOTICE No. 1809

THE GOVERNMENT LANDS ACT

(Cap. 280)

TURBO TRADING CENTRE—PLOTS FOR SHOPS/OFFICES AND FLATS (EXCLUDING THE SALE OF PETROL)

THE Commissioner of Lands gives notice that the plots in Turbo Trading Centre 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 Clerk, Wareng County Council, or may be obtained from the Public Map Office, P.O. Box 30089, Nairobi, on payment of Sh. 3 post free.
- 3. Applications should be submitted to the Commissioner of Lands, Nairobi, through the Clerk to the Wareng County Council, stating the plot required in order of preference. Applications must be on prescribed forms which are available from Lands Department or the Clerk to the Wareng County Council
- 4. Applications must be sent so as to reach the Clerk to the Wareng County Council not later than noon on the 16th July, 1976.
- 5. Applications must not be sent direct to the Commissioner of Lands,
- 6. Applicants must enclose with their applications their cheque for Sh. 1,000 as a deposit, which will be dealt with as follows:—
 - (a) If the applicant is offered and takes up and pays for a plot within a period of 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 notification of the approval of the grant.
- 5. Each allottee of a plot shall pay to the Commissioner of Lands within 14 days of notification that his application has been approved, the initial estimated amount for the construction of roads and drains to serve the plot, the assessed stand premium and proportion of annual rent, together with the survey fees payable in respect of the preparation and registration of the grant (Sh. 225), and the stamp duty in respect of the grant (approximately 2 per cent of the stand premium and annual rent). In default of payment within the specified time, the Commissioner of Lands may cancel the allocation and the applicant shall have no further claim to the grant of the plot.

Special Conditions

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

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

- 3. The grantee shall maintain in good and substantial repair and condition all buildings at any time erected on the land.
- 4. Should the grantee give notice in writing to the Commissioner of Lands that he is unable to complete the buildings within the period aforesaid, the Commissioner of Lands shall (at the grantee's expense) accept a surrender of the land comprised herein:

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

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

SCHEDITE

Plot No.	Area (approx.)	Stand Premium	Annual Rent	Road Charges	Survey Fees
Unsurveyed	Hectares	Sh.	Sh.	Sh.	Sh.
1	0.0634	1,740	348	Payable	Payable
2	0.0694	1,800	360	on	on
3	0.0724	1,900	380	demand	demand
4	0.0836	2,200	440	٠,,	,,
5	0.0638	1,660	332	,,	,,
6	0.0504	1,400	280	٠,,	,,
7	0.045	1,240	248	٠,,	,,
8	0.045	1,200	240	., ,	,,
9	0.045	1,200	240	,,	,,

GAZETIE NOTICE No. 1810

THE REGISTERED LAND ACT, 1963

(No. 25 of 1963)

BURNT FOREST TOWNSHIP, BURNT FOREST SETTLEMENT SCHEME No. 42—Plots for Shops

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

- 2. A plan of the plots may be seen at the offices of the District Commissioner, the Local Senior Settlement Officer and the Clerk to Council.
- 3. Applications should be submitted to the Commissioner of Lands through the District Commissioner and not direct so as to reach the District Commissioner not later than 11th July, 1976.

- 4. Applicants must enclose with their applications the sum of Sh. 200 as a deposit, which will be dealt with as follows:—
 - (a) If the applicant is offered and takes up and pays for a plot within a period of 30 days as required in paragraph 5 below, the deposit will be credited to him.
 - (b) If the application is unsuccessful, the applicant's deposit will be refunded to him.
 - (c) If the application is successful and the applicant fails to take up and pay for the plot offered to him within a period of 30 days as required in paragraph 5, the Commissioner of Lands may declare the deposit forfeited and the applicant shall have no further claim thereto.
- 5. Each allottee of a plot shall pay to the Commissioner of Lands within 30 days of the notification that his application has been approved, the assessed stand premium and proportion of annual rent together with survey fees also the fees payable in respect of preparation and registration of the grant and stamp duty assessed at 2 per cent of the stand premium and annual rent, in default of payment within the specified time, the Commissioner of Lands may cancel the allocation and the applicant shall have no further claim to the grant of the plot offered.

General Conditions

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

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

SCHEDULE

	Plot No.					Area (approx.)	Stand Premium	Annual Rent	Road Charges	Survey Fees		
		uninana	-Cum R	Pasidan	ei al			Hectares	Sh.	Sh.	Sh.	Sh.
104 105	(2 plots)	usiness ·	-cum N	cesiaeni				0.0372	900	180	On demand	125
106 (1 î	plot) 2 (6 plots)				<i>.</i>			0·0596 0·0372	1,440 900	288 180	"	125 125
116 (1) 118 (1)	plot) plot)		• •	• •	• •	• •	::	0·0372 0·0372	900 900	180 180	···	125 125

THE REGISTERED LAND ACT

(Cap. 300, section 35)

ISSUE OF A NEW CERTIFICATE

WHEREAS M'Itirithia M'Ringera of Abothuguchi Location in the Republic of Kenya, is registered as proprietor in absolute ownership interest of that piece of land containing 3.64 hactares or thereabouts situated in the District of Meru registered under Title No. Upper Abothuguchi/Katheri/421, and whereas sufficient evidence has been adduced to show that the land certificate issued thereof has been lost. Notice is hereby given that after expiration of sixty (60) days from the date hereof I shall issue a new Land Certificate provided that no objection has been received within that period.

Dated this 18th day of June, 1976.

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

GAZETTE NOTICE No. 1970

THE REGISTERED LAND ACT

(Cap. 300, section 35)

ISSUE OF A NEW CERTIFICATE

WHEREAS M'Magiri M'Kiara of Ntima Location in the Republic of Kenya, is registered as proprietor in absolute ownership interest of that piece of land containing 0.204 hectare or thereabouts situated in the District of Meru registered under Title No. Ntima/Ntakira 354, and whereas sufficient evidence has been adduced to show that the land certificate issued thereof has been lost. Notice is hereby given that after expiration of sixty (60) days from the date hereof I shall issue a new Land Certificate provided that no objection has been received within that period.

Dated this 18th day of June, 1976.

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

GAZETTE NOTICE No. 1971

THE REGISTERED LAND ACT

(Cap. 300, section 35)

ISSUE OF A NEW CERTIFICATE

WHEREAS Kibitok s/o Kiptanui of P.O. Box 937, Eldoret in the Republic of Kenya, is registered as proprietor in absolute ownership/leasehold interest of all that piece of land containing 5.0 acres/hectares or thereabouts situated in the District of Nandi known as Parcel No. Nandi/Kurgung/339, and whereas sufficient evidence has been adduced to show that the land certificate issued thereof has been lost. Notice is hereby given that after the expiration of sixty (60) days from the date hereof I shall issue a new Land Certificate provided that no objection has been received within that period.

Dated this 3rd day of June, 1976.

P. B. OCHIENO, Land Registrar, Nandi District. GAZETTE NOTICE No. 1972

THE REGISTERED LAND ACT

(Cap. 300, section 35)

ISSUE OF A NEW CERTIFICATE

WHEREAS Ngang'a Githua of Location 5 Kagunduini in the Republic of Kenya is the registered porprietor in absolute ownership of all that piece of land containing 1.12 hectares or thereabout situated in Murang'a District and registered under Title No. Loc. 5/Kagunduini/137, and whereas sufficient evidence has been adduced to show that the land certificate issued thereof has been lost. Notice is hereby given that after expiration of sixty (60) days from the date hereof I shall issue a new Land Certificate provided that no objection has been received within that period.

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

GAZETTE NOTICE No. 1973

THE REGISTERED LAND ACT

(Cap. 300, section 35)

ISSUE OF A NEW CERTIFICATE

WHEREAS Samwel Misiko of Butsotso in the Republic of Kenya, is registered as proprietor in absolute ownership interest of all that piece of land containing 8.5 acres or thereabouts situated in the District of Kakamega known as Parcel No. Shikoti/469 registered under Title No. Butsotso/Shikoti/469, and whereas sufficient evidence has been adduced to show that the land certificate issued thereof has been lost. Notice is hereby given that after the expiration of sixty (60) days from the date hereof I shall issue a new Land Certificate provided that no objection has been received within that period.

Dated this 18th day of June, 1976.

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

GAZETTE NOTICE No. 1974

THE REGISTERED LAND ACT

(Cap. 300, section 35)

Issue of a New Certificate

WHEREAS Asinda Analo of Marama in the Republic of Kenya, is registered as proprietor in absolute ownership interest of all that piece of land containing 5.0 acres or thereabouts situated in the District of Kakamega, known as Parcel No. Shiraha/305, registered under Title No. Marama/Shiraha/305, and whereas sufficient evidence has been adduced to show that the Land Certificate issued thereof has been lost. Notice is hereby given that after the expiration of sixty (60) days from the date hereof, I shall issue a new Land Certificate provided that no objection has been received within that period.

Dated this 21st day of June, 1976.

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

THE REGISTERED LAND ACT

(Cap. 300, section 35)

ISSUE OF A NEW CERTIFICATE

WHEREAS Wilckson Mugesani Kayieri of S. Maragoli in the Republic of Kenya, is registered as proprietor in absolute ownership of all that piece of land containing 0.06 hectare or thereabouts situated in the District of Kakamega, known as Parcel No. Buyonga/1185, registered under Title No. S. Maragoli/Buyonga/1185, and whereas sufficient evidence has been adduced to show that the Land Certificate issued thereof has been lost. Notice is hereby given that after the expiration of sixty (60) days from the date hereof, I shall issue a new Land Certificate provided that no objection has been received within that period.

Dated this 22nd day of June, 1976.

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

GAZETTE NOTICE No. 1976

THE REGISTERED LAND ACT

(Cap. 300, section 35)

ISSUE OF A NEW CERTIFICATE

WHEREAS Miriam Mugure of P.O. Box 72873, Nairobi in the Republic of Kenya, is registered as proprietor in freehold ownership interest of those pieces of land containing of 0.56 hectare and 0.096 hectare or thereabouts situated in the District of Kiambu known as Parcel No. Ngenda/Kahuguini/409 and T. 173 and whereas sufficient evidence has been adduced to show that the land certificates issued thereof have been lost. Notice is hereby given that after the expiration of sixty (60) days from the date hereof I shall issue new Land Certificates provided that no objection has been received within that period.

Dated this 8th day of June, 1976.

M. W. THAIRU, Land Registrar, Kiambu.

GAZETTE NOTICE No. 1977

THE REGISTERED LAND ACT

(Cap. 300, section 35)

ISSUE OF A NEW CERTIFICATE

WHEREAS Rose Gathoni d/o Muchendu of Gatitu Sub-Location in Kiganjo Location in the Republic of Kenya, is registered as proprietor in freehold ownership interest of that town plot containing 0.088 hectare or thereabouts situated in the District of Kiambu known as Kiganjo/Gatitu/Gati/T.126 and whereas sufficient evidence has been adduced to show that the plot certificate issued thereof has been lost. Notice is hereby given that after the expiration of sixty (60) days from the date hereof I shall issue a new Land Certificate provided that no objection has been received within that period.

Dated this 11th day of June, 1976.

J. G. WATHIGO,

Land Registrar,

Kiambu.

GAZETTE NOTICE No. 1978

THE REGISTERED LAND ACT

(Cap. 300, section 35)

ISSUE OF A NEW CERTIFICATE

WHEREAS Nyakairu w/o Mbugua of P.O. Matathia in the Republic of Kenya, is registered as proprietor in freehold ownership interest of that piece of land of approximately 1.88 hectares or thereabouts situated in the District of Kiambu known as Parcel No. Lari/Bathi/96 and whereas sufficient evidence has been adduced to show that the land certificate issued thereof has been lost. Notice is hereby given that after the expiration of sixty (60) days from the date hereof I shall issue a new Land Certificate provided that no objection has been received within that period.

Dated this 4th day of June, 1976.

J. G. WATHIGO,

Land Registrar,

Kiambu.

GAZETTE NOTICE No. 1979

THE REGISTERED LAND ACT

(Cap. 300, section 35)

ISSUE OF A NEW CERTIFICATE

WHEREAS Gitahi s/o Wachira, of Tetu Location in the Republic of Kenya, is registered as proprietor in absolute ownership of all that piece of land containing 3.40 hectares or thereabouts situated in the District of Nyeri, known as Parcel No. Tetu/Muthuaini/449, registered under Title No. Tetu/Muthuaini/449, and whereas sufficient evidence has been adduced to show that the Land Certificate issued thereof has been lost. Notice is hereby given that after the expiration of sixty (60) days from the date hereof, I shall issue a new Land Certificate provided that no objection has been received within that period.

Dated this 23rd day of June, 1976.

R. J. MWAI, Land Registrar, Nyeri.

GAZETTE NOTICE No. 1980

THE REGISTERED LAND ACT

(Cap. 300, section 35)

ISSUE OF A NEW CERTIFICATE

WHEREAS Kamuiru s/o Wahome of Muhito Location in the Republic of Kenya, is registered as proprietor in absolute ownership of all that piece of land containing 1.98 hectares or thereabouts situated in the District of Nyeri, known as Parcel No. 281, registered under Title No. Muhito/Muyu/281, and whereas sufficient evidence has been adduced to show that the Land Certificate issued thereof has been lost. Notice is hereby given that after the expiration of sixty (60) days from the date hereof, I shall issue a new Land Certificate provided that no objection has been received within that period.

Dated this 23rd day of June, 1976.

R. J. MWAI, Land Registrar, Nyeri.

THE INDUSTRIAL COURT CAUSE No. 24 of 1976

Parties: -

Amalgamated Union of Kenya Metal Works and

Cooper Motor Corporation (Kenya) Limited

Issue in dispute:-

Either.—Reduction of Mr. John Kibe Kamau's salary from Sh. 730 per month for the period of 13 months from June 1974 to June, 1975.

Or.—Deduction of salary of Mr. John Kibe Kamau.

- 1. The Amalgamated Union of Kenya Metal Works shall hereinafter be referred to as the Claimants and Cooper Motor Corporation (Kenya) Limited shall hereinafter be referred to as the Respondents.
- 2. The parties were heard in Nairobi on the 19th day of May, 1976 and in addition to relying on their written and verbal submissions, called the following witnesses to give evidence on oath:—

Claimants: -- Mr. John Kibe Kamau.

Respondents: -Mr. Patrick Elija Muinde.

AWARD

The Notification of Dispute Form "A" dated 17th March, 1976 duly signed by the parties was received by the Court on 31st March, along with the statutory certificate signed by the Labour Commissioner.

Mr. John Kibe Kamau joined the Respondents as an apprentice to be trained as a motor vehicle artisan along with a number of other persons in 1970. He completed his apprenticeship at the end of 1973 and was offered employment within the Respondents' undertaking as from 1st January, 1974.

It is not disputed that he was placed in grade 6—mechanic—at a monthly salary of Sh. 730 this being the rate specified in the collective agreement between the parties for Nairobi.

The parties, however, are in conflict over the circumstances under which Mr. Kamau worked in Nairobi. The Respondent maintained that he had been told in December, 1973 that according to his own choice he was to be posted to Nakuru but at Mr. Kamau's special request he was temporarily accommodated in Nairobi in order to enable him to re-sit for an examination which he had earlier failed.

The Claimants allege that he was posted at Nairobi after qualifying as a mechanic grade 6 and that subsequently he was transferred to Nakuru where the Respondents reduced his salary to the Nakuru rate for mechanic grade 6, this being Sh. 667 per month.

The Claimants have based their demand on his Nairobi salary plus further negotiated increments on the ground that when an employee is transferred from a higher earning centre to a low rate centre then such an employee does not suffer a reduction in his salary. The Claimants stated that when Mr. Kamau was transferred to Nakuru his salary should have been as follows:—

		Sh.
Grade VI		730.00
Union negotiated increment July, 1974	 	70.00
Union negotiated increment July, 1975	 	80.00

The Claimants pointed out that as against this he had received a monthly salary of Sh. 667 plus the increments negotiated in 1974 and 1975 as stated above with the result that he had suffered a loss of Sh. 63 per month from 1st July, 1974 onwards.

This matter was discussed at a meeting of the Joint Industrial Council on 6th August, 1975 where it ended in a deadlock with the Chairman making the following remarks:—

"The Chairman said that this issue had raised a matter of principle whether or not salary payable to an employee could be changed when the employee was transferred to small towns with lower cost of living."

The above remarks are interesting indeed because during the hearing the Respondents' spokesman in a question from the Court stated that it was not a policy of the Respondents to reduce the salaries of their employees when they were transferred to stations which carried a lower rate for the job.

The Court has to decide whether Mr. Kamau was transferred to Nakuru after having been first posted to Nairobi from 1st January, 1974 or that he remained temporarily in Nairobi at his own request for his own benefit.

The Court heard the evidence of two witnesses, Mr. Kamau for the Claimants and Mr. Muinde for Respondents. Both gave somewhat contradictory accounts of the discussion which Mr. --Beddoes, the Service Director, had with their group when their future with the Respondents was discussed. Mr. Kamau denied that he requested to be stationed in Nairobi and maintained that he was posted to Nairobi after qualifying as a mechanic grade VI. He also denied that he had applied to repeat the examination that he had failed. He maintained that Mr. Beddoes told them that two of them would be retained in Nairobi, two would go to Nakuru, two to Mombasa and one to Kisumu and no one had asked him where he wanted to be posted. In fact he maintained that he did not want to go to Nakuru as his family would suffer. He admitted, however, that Mr. Beddoes told them that the branches were complaining about lack of skilled personnel but the matter ended there and they were to wait for their letters of posting.

The Respondents' witness merely confirmed the Respondents' version in this dispute and he said that he and Mr. Kamau had wanted to go to Nakuru and only two of them had suggested Nakuru.

The Court notes that this witness is working at the head office as a junior supervisor in the workshop reception.

In view of the aforesaid conflicting evidence the Court has to look for some other independent evidence to determine which side is telling the truth.

The Court had the benefit of going through certain letters which were exchanged between the parties and notes that in none of these letters has there been any mention of any fact to support the Respondents' version. In fact on 18th June, 1974 the Service Manager wrote to Mr. Kamau stating that:—

Then there is a letter dated 25th April, 1975 which was addressed by the Respondents' Nakuru Branch Manager to the Claimants' Nakuru Area Secretary in which he wrote as follows:—

"I am instructed to inform you that staff transferred within the Company will be paid the wages prevailing at the location to which they are transferred within their grade.

In this case the above was posted from Nairobi to Nakuru as grade VI and automatically reverted to Nakuru wages i.e. Sh. 667. Conversely, had he gone from Nakuru to Nairobi he would have received the Nairobi rate of pay.

This is in accordance with the agreement we have between your Union and our Association.

For your information he has been paid Sh. 737 per month since the revised wages came into effect in July, 1974."

After careful consideration of the aforesaid points and other submissions of the parties the Court finds that Mr. Kamau was after qualifying as grade VI mechanic first posted at Nairobi and was then transferred to Nakuru with effect from 1st July, 1974.

The Court having made this finding has to determine what is due to him. His Nairobi salary was Sh. 730 and since he was transferred to Nakuru he should have continued to earn the same salary i.e. Sh. 730 per month. In addition to that he is entitled to the two increments which were negotiated by the Claimants and which came into effect in July, 1974 and July, 1975 of Sh. 70 and Sh. 80 respectively. The Court was told that Mr. Kamau's services have been terminated on 30th April, 1976.

The Court has studied the two versions of the issue in dispute as put forward by the parties and finds after the parties' arguments during the hearing that the issue in dispute really was whether or not Mr. Kamau's salary should have been reduced to Sh. 667 from Sh. 730 (which he was drawing in Nairobi) when he was transferred to Nakuru.

The Court finds that Mr. Kamau has been underpaid to an extent of Sh. 63 per month from 1st July, 1974 when he was transferred to Nakuru and he is entitled to be paid this amount from that date until the date of the termination of his employment and the Court so awards.

Give in Nairobi this 28th day of June. 1976.

SAEED R. COCKAR, Judge.

T. OKELO ODONGO,

Deputy to the Judge
Z. M. ANYIENI,

Member.

GAZEITE NOLICE No. 1982

THE INDUSTRIAL COURT

Cause No. 67 of 1975

Parties: --

Kenya Union of Journalists and

East African Standard (Newspapers) Ltd.

Issues in dispute:-

- 1. Grading and job categories.
- 2. Seniority.
- 1. The Kenya Union of Journalists shall hereinafter be referred to as the Claimants and E.A. Standard (Newspapers) Ltd. shall hereinafter be referred to as the Respondents.
- 2. The parties were heard in Nairobi on 21st January, 16th February and 1st and 11th March and 28th April, 1976, and relied on their written and verbal submissions. The Court called D. M. Kimani, the Personnel Manager, Nation, as a witness.

AWARD

3. The Notification of Dispute Form "A" dated 4th September, 1975, was received by the Court on 15th September, along with the statutory certificate signed by the Labour Commissioner.

The Claimants are claiming a sum of Sh. 611,200/83 from the Respondents which they allege are arrears due to 19 of their members working for the Respondents who were wrongly graded and were not given due increments based on seniority after the parties had entered into a collective agreement in 1972. The names and the amounts claimed in respect of each of these employees are given below:—

SCHEDULE

Name		Date Joined Respondents	Arreas cl up to 31st Dece 1975	o mber,
			Sh.	cts.
Francis Mwaniki Thaiya Henk J. Laan Victor Rutho Otieno Mark Onyango John Odongo Kihara Waweru Hezekiah Muse Wepukhi Francis M. Wanjohi Robert Okoth John Baptist Ndurya Miss Jemimah W. Jesse Job Mutungi Charles Karioki Maina Charles Jawichre Naftali Otieno Awiti Kumbu Chokwe Edward Mwanje Ali Hafidh Ilakut Ben Bella Harry Sambo	:	17th June, 1974 12th June, 1972 9th April, 1973 15th September, 1970 4th July, 1968 1st December, 1970 1st September, 1970 24th October, 1968 21st February, 1967 8th January, 1968 19th May, 1970 1st September, 1970 1st September, 1966 1st July, 1971 The Claimants droppe 1st July, 1974 6th March, 1975 14th April, 1975 8th January, 1969	16,590 62,370 45,425 5,250 19,290 78,750 27,325 26,825 41,400 48,375 10,775 51,375 47,720	83 00 00 00 00 00 00 00 00 00 00 00 00 00

The Claimants gave itemized details in respect of each of the above claims in their written submissions and the Respondents also produced all the relevant documents regarding their appointments and the letters sent to them after the implementation of the 1972 collective agreement and all other relevant details in their written submissions.

The Court called the Personnel Manager of the E.A. Newspapers (Nation Series) Ltd. to give evidence on oath and to explain how the Nation implemented the 1972 agreement in respect of their employees as the Nation are also a party to the collective agreement on which the Claimants have based their claim against the Respondents. Mr. Kimani, the Personnel Manager, was also cross-examined by the Claimants' General Secretary.

It is common ground that the collective agreement of 1972 which was signed on 15th June. 1972, but effective from 1st April, 1972, for a period of two years was the very first agreement between the parties; prior to that the relationship between the employees and the Respondents was governed strictly by individual contracts of employment. This collective agreement, as indeed all collective agreements between unions and employers

do, has amended individual contracts of employment to the extent contained in the said agreement regarding terms and conditions of employment.

This agreement sets out the salaries for the reporters, photographers, sub-editors, deputy chief reporter/assistant news editor, deputy chief sub-editor, sports editor and features editor. The reporter's scale commences with first two years as a trainee reporter thereafter starting as first year reporter going up to eighth year reporter. The photographers and senior photographers and trainee photographers also enter the above scales except that the first year and second year trainees get slightly less than their reporter counterparts. The sub-editor scale is specified for five years after which there is an efficiency bar going up to another two years.

In the case of the reporters after the second year trainee reporter it is stated as follows:—

"Efficiency bar before entering as first year reporter subject to Editor's recommendations as to ability in work including some proficiency in shorthand and typing."

One very important provision in this collective agreement on which the Claimants have based their claim in the main reads as follows:—

"The employee will be placed in the appropriate point in the above scales in accordance with his qualifications and length of service with his employer. Where the Union considers that the employee has been incorrectly placed in the scale the matter may be raised at Chapel Level.

If the employee receives no increase or less than the general increase of Sh. 125. If he is entitled to more than the general increase when placed in the above scales he shall not receive the general increase in addition."

To begin with the Court would like to emphasize that the Notification of Dispute Form "A" clearly states that the class of workers affected by this dispute are journalists (with titles covered in the agreement of 1st April, 1972 to 31st March, 1974) employed by the Standard/Baraza Newspapers. Further, as stated above, the issues in dispute are grading and job categories and seniority.

It is interesting to note that at a meeting held between the parties on 28th February, 1st March and 6th March, 1974, the following is recorded under the heading of "grading and job category":—

"The Union demanded that all the journalists who were employed prior to 1972 should have been placed on at least the 6th salary point, i.e. in the grade of Senior Reporter. The Union contended that Management had violated Clause 1 of the Parties' Agreement which stipulates, among other things, that 'the employee will be placed in the appropriate point in the above scales in accordance with his qualifications and length of service with his employer'. They wanted Management to adjust the grading of their members with effect from 1st April, 1972.

The publishers, on the other hand, maintained that following the 1972 Agreement all unionizable employees have been correctly graded in accordance with the agreement. They requested the Union to submit to them the names of employees who had been improperly graded, but the Union refused to submit any names claiming that all their members who were engaged prior to 1972 were involved. Management drew the Union's attention to the provisions of the Parties' Agreement which states:—

'Efficiency bar before entering as first year reporter subject to Editor's recommendations as to ability in work including some proficiency in shorthand and typing.'

The publishers were therefore not prepared to accept the Union's allegation that they, the publishers had in any way violated the current agreement.

After a long discussion the parties reported a deadlock."

From the aforesaid and after having gone through the other relevant papers and submissions the Court is satisfied that the Claimants' demand has solely risen from an alleged improper implementation of the 1972 Collective Agreement between the parties in respect of journalists mentioned above and as set out in the parties' submissions.

In view of the above finding the Court rules that the following journalists are not affected by this dispute and that the Claimants erred in forwarding their claims in this dispute because they started working for the Respondents well after the effective date of the 1972 Agreement. So they possibly cannot fall within the purview of this dispute as set out in the Notification of Dispute

Form "A". The Court would be exceeding its jurisdiction were it to entertain any claims in respect of these journalists in the present dispute:—

Name				join	Date ed Respondents
Victor Riitho	• · · ·				9-4-73
Francis Mwaniki T (Declaration of sp		 hip sig	 ned on	 4-7-72)	17-6-74)
Edward Mwaiye					1-7-74
Kumbu Chokwe					1-8-74
Ali Hafidh				• • •	6-3-75
Ilakut Ben Bella	•••				14-4-75

Regarding Henk. J. Van Der Laan, although he joined the Respondents on 12th June, 1972, the Court has decided to consider his case because the 1972 Collective Agreement was signed on 15th June, 1972, although effective from 1st April, 1972. Mr. Laan was in employment when negotiations were in progress towards finalizing the 1972 Agreement and the Court has decided to give him the benefit of doubt and has considered his claim in this dispute.

The Court has gone through the massive documentary evidence which was produced by the parties during the hearing and has examined the case of each of the persons involved most carefully. After careful consideration of all the submissions the Court feels that rather than make a specific award in respect of each of these journalists the Court should make findings on the points in dispute between the parties after which the claims of these journalists can be adjusted at the parties' own level with the assistance of the Chief Industrial Relations Officer.

The Court has come to the conclusion that the parties are at deadlock on the following points and the Court has decided to make an award in respect of each of them:—

1. The 1972 Collective Agreement contains the words "the employee will be placed in the appropriate point in the above scales in accordance with his qualifications and length of service with his employer". The Claimants interpreted this to mean that the employer has to take into consideration all the previous experience of a particular journalist irrespective of the fact that such experience may have been gained with several other employers in the past. They claimed that the words "with his qualifications" are broad enough to cover such experience. In pursuance of this argument on their part the Claimants gave meticulous details of the experience of each of the persons involved in this dispute and in one case going as far back as the person's experience with his school magazine.

The Respondents naturally have opposed this interpretation and stressed that when an employee is offered employment and he accepts it then there is a freely negotiated contract of employment between the parties and that all the relevant experience and qualification of the person engaged are taken into consideration at that time.

The Court finds that the words in the 1972 Collective Agreement are quite clear and the "qualifications" means a degree from a recognized institution of learning and the relevant experience. The Court, however, cannot interfere with or tamper with an individual's right of the freedom of contract. Prior to 1972 there was no collective agreement between the parties. These journalists applied for employment which they were offered on certain terms and conditions and they accepted it. All their relevant experience and qualifications were taken into account at that time. When the 1972 Agreement was finalized there arose the question of grading the existing employees into the new scales. The Court finds that in these circumstances only the years of service with the Respondents are relevant and applicable in this context and the Court rejects the Claimants' interpretation on this particular point.

A somewhat similar point cropped up in an interpretation application in Cause No. 29/74 between the same parties and the Court made the following ruling which in some ways is very relevant to this particular issue:—

"The Claimants' main complaint is that the award is silent on the question of years of service when one journalist leaves one of the Respondents and joins the other. They complained that if such a thing happened then the engaging Respondent forced such a journalist to forfeit two years of his service by way of training although the journalist may be fully trained and further refused to offer such a person the salary which he merited for the years of service which he had put in as a

journalist. In fact they have asked the Court to interpret its award to mean that years of service with either of the Respondents shall be considered to be common between them.

The Court is certain that the Claimants have not fully applied their minds to the implications of such an award which would indeed be creating a precedent in the country. In this case there are only two Respondents but if the award as demanded by the Claimants was to be extended to employers' organizations which have more than two member companies then it is quite easy to see how unpractical and unworkable such an award would be. After careful consideration of all the Claimants' points the Court has come to the conclusion that it cannot support the Claimants' interpretation on this point. Surely it is up to a journalist who leaves one newspaper and wants to join the other to negotiate his entry point with the new employer when all his training and experience would no doubt be taken into consideration."

2. The Claimants have put forward a submission that not-withstanding the fact that the reporters' and photographers' scales end after eighth year and the sub-editors' scale ends on seventh year it was the intention of the parties that these scales were to be deemed to be of indefinite duration. In other words they put forward the argument that if a journalist had 15 years' experience then he should be given the entry point by prolonging the existing scales by another seven years by adding Sh. 125 for each year. They argued similarly for sub-editors.

The Respondents have resisted this interpretation and maintained that in the case of reporters and photographers the maximum was the eighth year scale and for sub-editors the seventh year scale.

After careful consideration of all the submissions the Court finds that the Claimants' interpretation is misconceived and if it was the parties' intention that these scales were to be of indefinite length then it would have been so stated quite clearly in the collective agreement. The Court rules that the reporters' and photographers' scale ends at eighth year and sub-editors' at seventh year but the Court further rules that those of these employees who were at the maximum of these scales or above were entitled to a general increase of Sh. 125 p.m. under the 1972 Collective Agreement.

- 3. The Claimants submitted that the journalists concerned had been deprived of their anniversary increments by the Respondents. The Court had the benefit of Mr. Kimani's evidence on oath who told the Court that the Nation who were also a party to the 1972 Collective Agreement along with the Respondents had granted anniversary increments to all their employees in addition to their entitlement in their collective agreement. The Court finds that that was proper and awards that the Respondents should also give the employees involved in this dispute their anniversary increments as they are entitled to them.
- 4. The Claimants have bitterly complained that the Respondents have deducted two years from the length of service of some of their employees who were already full reporters prior to the 1972 Collective Agreement. The Respondents had deducted these two years by saying that such employees were deemed to be trainee reporters for the first two years.

After careful consideration of all the submissions the Court awards that where a reporter or a photographer was not employed as a trainee reporter or a photographer then the Respondents are clearly in the wrong for deducting two years from his length of service before slotting him in the 1972 Collective Agreement scales. Where the person employed was employed as a trainee reporter or a photographer then they are entitled to deduct the first two years before slotting him in the 1972 scales.

5. On the operation of the efficiency bar as set out hereinabove in the award the Claimants complained that the Respondents had subjected some reporters, who unfortunately did not have a recognized diploma showing their proficiency in shorthand and typing, to the efficiency bar. They stated that such reporters although not very competent in shorthand and typing were nevertheless capable of producing high standard work which had been accepted by the editors prior to the 1972 Collective Agreement as being very satisfactory.

The Court finds that the Claimants have a good and valid point here and rules that the efficiency bar does not apply to reporters who were in employment prior to the coming into effect of the 1972 Collective Agreement.

6. The Court finally rules that when the 1972 Collective Agreement was implemented no employee was to benefit less than Sh. 125 p.m. as a result of regrading. In fact the Res-

pondents told the Court that where the benefit was less than Sh. 125 they had moved such a person to the next notch in the scale.

The Court having made the above findings, directs the parties to get together under the chairmanship of the Chief Industrial Relations Officer, Ministry of Labour, and to go through the claim of each one of the persons involved and to adjust them in accordance with the Court's findings as made above as far as their grading and salaries are concerned. The Respondents are thereafter directed to pay the appropriate arrears to the employees affected without any further delay.

The Court further directs that the parties will be at liberty to move the Court in case of resolving any doubt in respect of any of these people involved in this dispute after they have applied their minds with the assistance of the Chief Industrial Relations Officer in making adjustments as aforesaid.

Given in Nairobi this 22nd day of June, 1976.

SAEED R. COCKAR,

Judge.

T. OKELO ODONGO,

Deputy to the Judge.

F. E. CHOGO, Member.

GAZETTE NOTICE No. 1983

THE INDUSTRIAL COURT

Cause No. 76 of 1975

Parties:-

Kenya Local Government Workers' Union and

South Nyanza County Council

Issue in dispute.—Refusal by the Council to pay Mr. Agaga terminal benefits.

- 1. The Kenya Local Government Workers' Union shall hereinafter be referred to as the Claimants and South Nyanza County Council shall hereinafter be referred to as the Respondents,
- 2. The parties appeared before the Court on 18th May, 1976, when they informed the Court that they were in the process of settling the dispute out of Court. On 21st June, 1976, the parties requested the Court to make an award by consent of parties as stated below.

Award

3. By consent of the parties the Court awards that:-

No. Acres will be reid 70	dove?	laava	at	Sh. cts.
Mr. Agaga will be paid 70 Sh. 322/50 p.m Provident Fund (½×1,960/55)				752 50 980 25
Less Sh. 700 for receipt books			•	1,732 75 700 00
			Sh.	1,032 75

Mr. Agaga should be paid Sh. 1,032/75 less statutory deductions, if any.

Dated this 21st day of June, 1976.

SAEED R. COCKAR, Judge.

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

GAZETTE NOTICE No. 1984

5 PER CENT KENYA STOCK 1978/82

FOR the purpose of preparing warrants for interest due on 15th August, 1976, the balances of the several accounts in the above stock will be struck at close of business on 15th July, 1976, after which date the stock will be transferable ex-dividend.

Stockholders wishing to transfer their holdings to the London Register should note that, if the necessary application forms are not lodged with the Central Bank of Kenya in time to enable the applications to be transmitted to the Crown Agents for Overseas Governments and Administrations in London so as to reach them on or before 15th July, 1976, payment of interest will be made by the Central Bank of Kenya.

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

GAZETTE NOTICE No. 1985

6 PER CENT KENYA STOCK 1984

FOR the purpose of preparing warrants for interest due on 29th August, 1976, the balances of the several accounts in the above stock will be struck at close of business on 29th July, 1976, after which date the stock will be transferable ex-dividend.

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

GAZETTE NOTICE No. 1986

4½ PER CENT KENYA STOCK "B" 1977

FOR the purpose of preparing warrants for interest due on 15th August, 1976, the balances of the several accounts in the above stock will be struck at close of business on 15th July, 1976, after which date the stock will be transferable ex-dividend.

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

GAZETTE NOTICE No. 1987

MINISTRY OF NATURAL RESOURCES

Loss of L.P.O.

IT is hereby notified for the general information of the public that L.P.O. Book serial No. D102750 to 102800 has been lost at Karatina. Pages 102750-77 had been used while 102778-800 were unused. This book has now been cancelled and the Government shall not accept any liability whatsoever for goods or services supplied against the lost L.P.O.s.

J. A. G. NDUATI, for Permanent Secretary.

GAZETTE NOTICE No. 1988

THE VICE-PRESIDENT'S OFFICE AND MINISTRY OF HOME AFFAIRS

Loss of L.P.O.

NOTICE is hereby given that a loss of Original Local Purchase Order Nos. D315440, 315540 and 396374 previously held under the charge of Senior Superintendent of Prisons Kamiti Command have been reported lost or stolen.

The public is notified for general information that the Government will not accept any liability on claims resulting from goods or services rendered on strength of the above L.P.O.s.

Dated this 22nd day of June, 1976.

K. J. MBUGUA, for Chief Accountant.

GAZETTE NOTICE No. 1989

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

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

(1) All that piece or parcel of land situate in the north of Mtwapa Creek in Kilifi District, containing by measurement

nineteen decimal four (19.44) hectares or thereabouts that is to say Sub-division No. 165 (Original No. 144/2) of Section IV mainland North as delineated on Land Survey Plan No. 84857 annexed to a Transfer registered as No. C.R. 9903/3 and is registered in the names of Joseph Musembi and Rose Ngina w/o Joseph Musembi as tenants in common in equal shares for an estate in fee simple.

The sale of this property will be held on 3rd August, 1976, at 11 a.m., at the office of the District Commissioner, Kilifi, by A. S. Jeneby, auctioneer.

- (2) All that piece or parcel of land situate in Gichugu Settlement Scheme in Kirinyaga District, containing by measurement five decimal naught six (5.06) hectares or thereabouts that is to say L.R. No. Gichugu/Settlement Scheme/142 being the piece of land comprised in the Certificate of Freehold Title registered in the Embu District Land Registry on 15th December, 1964, and is held by Ndwiga Kamukunji as absolute proprietor.
- (3) All that piece or parcel of land situate in Kaguyu Sublocation, Mutira Location in Kirinyaga District, containing by measurement eleven (11) acres or thereabouts that is to say L.R. No. Mutira/Kaguyu/235 being the piece of land comprised in the Certificate of Freehold Title registered in the Embu District Land Registry, on 7th July, 1965, and is held by Muhamed Kairanga Kabui as absolute proprietor.

The sale of property numbers 2 to 3 will be held on 4th August, 1976, at 11 a.m., at the office of the District Commissioner, Kerugoya, by J. S. Kimotho, auctioneer.

(4) All that piece or parcel of land situate in Thuita Sublocation, Mugumoni Location in Meru District, containing by measurement six decimal five (6.5) acres or thereabouts that is to say L.R. No. Mugumoni/Thuita/664 being the piece of land comprised in the Certificate of Freehold Title registered in the Meru District Land Registry, on 10th Septemoer, 1968, and is held by Njau Mburugu as absolute proprietor.

The sale of this property will be held on 5th August, 1976. at 11 a.m., at the office of the District Officer, Chuka, by James Kiviu, auctioneer.

(5) All that piece or parcel of land situate in Bokimonge Sub-location, Majoge Location in Kisii District, containing by measurement four decimal five (4.5) acres or thereabouts that is to say L.R. No. Majoge/Bokimonge/1249 being the piece of land comprised in the Certificate of Freehold Title registered in the Kisii District Land Registry, on 17th March, 1970, and is held by Nyanduaro Moruga as absolute proprietor.

The sale of this property will be held on 31st July, 1976, at 11 a.m., at the office of the District Commissioner at Kisii, by Moses Wabuko, auctioneer.

(6) All that piece or parcel of land situate in Bujumba Sub-location, Marach Location in Busia District, containing by measurement four (4) hectares or thereabouts that is to say L.R. No. Marach/Bujumba/192 being the piece of land comprised in the Certificate of Freehold Title registered in the Busia District Land Registry and is held by Apolo Eronde as absolute proprietor.

The sale of this property will be held on 7th August, 1976, at 11 a.m., at the District Commissioner's office, Busia, by Moses Wabuko, auctioneer.

- (7) All that piece or parcel of land situate in Gitura Sub-location, Location 5 in Murang'a District, containing by measurement naught decimal six (0.6) hectare or thereabouts that is to say L.R. No. Loc. 5/Gitura/395 being the piece of land comprised in the Certificate of Freehold Title registered in the Murang'a District Land Registry, on 29th June, 1967, and is held by Kimani Muchiri as absolute proprietor.
- (8) All that piece or parcel of land situate in Gitura Sublocation, Location 5 in Murang'a District, containing by measurement naught decimal eight nine (0.89) hectare or thereabouts that is to say L.R. No. Loc. 5/Gitura/481 being the piece of land comprised in the Certificate of Freehold Title registered in the Murang'a District Land Registry. on 29th June, 1967, and is held by Kimani Muchiri as absolute proprietor.

The sale of property numbers 7 to 8 will be held on 9th August, 1976, at the District Officer's office, Kandara, by Njoka and Kariuki (K) Limited, auctioneers.

(9) All that piece or parcel of land situate in Munyutha Sub-location, Location 8 in Murang'a District, containing by measurement five (5) acres or thereabouts that is to say L.R. No. Loc 8/Munyutha/203 being the piece of land comprised

in the Certificate of Freehold Title registered in the Murang'a District Land Registry, on 1st May, 1962, and is held by Gakuru Paul as absolute proprietor.

(10) All that piece or parcel of land situate in Mariira Sublocation, Location 2 in Murang'a District, containing by measurement four decimal six (4.6) acres or thereabouts that is to say L.R. No. Loc. 2/Mariira/166 being the piece of land comprised in the Certificate of Freehold Title registered in the Murang'a District Land Registry, on 19th January, 1970, and is held by Kiagiri Kamweri as absolute proprietor.

The sale of property numbers 9 to 10 will be held on 10th August, 1976, at 11 a.m., at the office of the District Officer. Kiharu, by Karali, auctioneer.

- (11) All that piece or parcel of land situate in Mithini Sub-location, Masii Location in Machakos District, containing by measurement four decimal eight (4.8) hectares or thereabouts that is to say L.R. No. Masii/Mithini/130 being the piece of land comprised in the Certificate of Freehold Title registered in the Machakos District Land Registry, on 3rd June, 1971, and is held by Mutilangi Kioko as absolute proprietor.
- (12) All that piece or parcel of land situate in Vyulya Sublocation, Masii Location in Machakos District, containing by measurement fifteen (15) hectares or thereabouts that is to say L.R. No. Masii/Vyulya/1437 being the piece of land comprised in the Certificate of Freehold Title registered in the Machakos District Land Registry, on 17th August, 1971, and is held by Julius Syano Ndonye as absolute proprietor.

The sale of property numbers 11 to 12 will be held on 11th August, 1976, at 11 a.m., at the office of the District Commissioner, Machakos, by Maasai Auctioneer.

- (13) All that piece or parcel of land situate in Kimathi Sub-location. Githunguri Location in Kiambu District, containing by measurement six (6) acres or thereabouts that is to say L.R. No. Githunguri/Kimathi/592 being the piece of land comprised in the Certificate of Freehold Title registered at the Kiambu District Land Registry, on 5th October, 1965, and is held by Paul Waweru Itube as absolute proprietor.
- (14) All that piece or parcel of land situate in Kamburu Sub-location, Gatamayu Location in Kiambu District, containing by measurement four decimal naught eight (4.08) hectares or thereabouts that is to say L.R. No. Gatamayu/Kamburu/694 being the piece of land comprised in the Certificate of Freehold Title registered in the Kiambu District Land Registry, on 8th August, 1973, and is held by Zakaria Chira Wathika as absolute proprietor.

The sale of properties numbers 13 to 14 will be held on 12th August, 1976, at 11 a.m., at the office of the District Commissioner, Kiambu, by Messrs. Njoka and Kariuki (K) Limited, auctioneers.

Conditions

- 1. The highest bidder shall be the purchaser.
- 2. The purchaser shall immediately after the sale pay to the auctioneers a deposit of at least 25 per cent of the amount of the purchase money and sign an agreement to complete the purchase and pay the balance within 30 days of the date of sale.
- 3. The title deeds relating to the above properties may be inspected at the offices of the respective auctioneers and also at the time of sale and the purchaser shall be deemed to have full notice of each and every condition therein contained.
- 4. The description of the properties in the particulars and plans are believed to be correct and no claims shall be valid if any error of description should occur.
- 5. The purchaser shall be solely responsible for ensuring that all beacons are properly situated and for replacing any that may be missing.
- 6. The Agricultural Finance Corporation through its authorized representative has the right to bid.
- 7. Subject and in addition to the foregoing the conditions of sale usually prescribed by the auctioneers in the district shall apply.

Dated at Nairobi this 28th day of June, 1976.

BY ORDER OF THE BOARD OF THI AGRICULTURAL FINANCE CORPORATION

EAST AFRICAN COMMUNITY EAST AFRICAN CUSTOMS AND EXCISE DEPARTMENT

NOTICE

NOTICE is hereby given that the undermentioned goods will be sold by Public Auction at the Customs Warehouse, Kilindini, on the 31st July and 2nd August, 1976, if not cleared before then:—

P. M. MULILI, Chief Collector of Customs and Excise, Mombasa.

Unentered Goods Lying in the Customs Warehouse for Over Two Months

W.E.K. No.				
and Date	Ship's Name	Date	Marks and Numbers of Goods	Number and Description of Goods
332/1–3–76	Uganda	30–12–75	Gestener, Mombasa -/-/ 7946. 7985 Nil Mark	2 cartons stationery. 1 carton books; 5 cartons Heinz tinned food 1 carton electrical requisites.
			Ridmot, DSM -/-/ 1	1 carton motor vehicle parts. 3 cases chemicals.
33/14-7-75	Rio de Janeiro Maru	21-1-75	Nil Mark	I bundle iron plates.
45-89 467 <u>/</u> 4-12-73	Mormac Bay	4-12-73	Van Zon 4220 PE 473/1020 Mombasa	1 carton machinery parts.
43-143 494/3-6-74 45-55	Ujamaa	26-12-73	Inchcappe Mombasa Inchcappe Mombasa Feal -/-/ 054309 Kamburu Hydro Electric Power Station Tana River, Kenya Aki Kam 610 Ord/-/ 3855/J/6014.	1 pallet hoops (loose). 1 pallet hoops. 1 reel electric wire.
153/27-10-75	Clan Macgregor	28-6-75	Nil Mark	1 case machinery parts.
46-2 312/22-10-74	A. Saefkow	8-6-74	Hoechst MS 4137 Nairobi via Mo-	1 case machinery parts.
44–179 180/29–12–75	City of Canbera	7–9–75	mbasa K-085 224. C.A. (K) Ltd. Nairobi via Mombasa.	1 bundle motor vehicle parts.
46–4 194/7–10–74	S. Caboto	6-6-74	Regn. 01264/1 E.A.P. & T. Nairobi via	4 coils wire.
44-72			Mombasa Ind/-/ P & T 97/73. Reqn/-/ 01264/1 E.A.P. & T. Kampala via Mombasa Ind/-/ P & T	4 coils wire.
13/8-7-74	H. Delmas	20-2-74	97/73. Nil Mark	14 bags chemicals.
43–185 37/26–4–74	H. Delmas	3–2–76	Nil Mark	20 bags chemicals.
46–73 34/29–3–76	Saitama Maru	261-76	M.H.S.S. Mogadiscio via Mombasa B/No. 1-58.	58 bales twines.
46–163 430/14–4–75	Sira	13-11-74	Nil Mark	39 reels paper.
45-81 56/29-12-75 45-119	Harambee	11-4-75	R.O.H. E. 1355 Nairobi via Mombasa Nil Mark	2 cases electric equipment. 1 case wiring assessories; 1 case iron piece 1 case chimneys.
46/14-7-75 45-105	Castella	19-1-75	D.P. Ltd. RP. 697/698 Nairobi via Mombasa. Nil Mark	1 bale paper. 1 carton rubber bands; 1 bale paper.
253/2-12-74	Uganda	13-9-74	E.A.L. RP. Nairobi via Mombasa C-Z. L. 16241, Lusaka via Mombasa	1 bale paper. 4 drums perfume compound.
44-118 65/25-8-75	Vishva Marg	3-2-75	Made in Western Germany. Kel Nairobi via Mombasa -/-/ 82, 86,	3 cases machinery parts.
45–128 293/1–12–75		16-8-75	N/N. Nil Mark Kenya Scientific Co. P.O. Box 22003 Nairobi Kenya GF/75/284 Made in	3 cases machinery parts. 2 packages materials and chemicals.
46-101	6	4 12 75	U.S.A. Kenscisco Nairobi Kénya ORD. GF	12 cartons chemicals.
306/1-3-76 46-118	Grigorious CIV	4-12-75	75-418. Limbe, Malawi via Beira Port Mark:	2 cases bicycle parts.
338/29-12-75 46-175	Administrator	28–10–75	Mombasa -/-/ 20.70. AAPL Manzui via Lorenco Maques	1 case machinery parts.
23/29-3-76	Lutetian	31-1-76	-/-/19. 224911/1 Cent. Supp. STRS Nairobi via Mombasa Health 16/75/76 -/-/	4 cases rubber shoe lasters.
46–131	!		C.S.O.E.A. RLY CORP, Nairobi via Mombasa -/-/ 7022.7025. T.B.C. Helix/15/79 Mombasa Kenya	2 cases diesel engine spare parts.
333,1-3-76 46-165	C/O Ripon	3-12-75	Moosa West Float Docks 224 Birken or Nil Jubilee Hardware 2049, Mombasa E.A.L. Manffin & Sons P.O. Box 31	17 cartons school goods. 6 bales packing paper. 5 bags washers. 4 trusses tarred Marlin rope. 1 carton ash trays.
333/1-3-76 46-165	C/O Ripon	3-12-75	Port Louis Mauritious. Patel, Nakuru via Mombasa Nil Mark Maherali Ltd. 6421, Mombasa	2 cartons steel lawn mower parts. 1 carton Ceramic tiles. 4 cartons diaries.
278/29-12-75 46-74	Nikolay	10-9-75	Boehhomy PW Attawe, Macon BC 1 BE C.C.C.P. Byrahae 3923–7–25–27.	7 cases machinery parts.
	Strathievine	5-10-75	SO/1004042 439924	1 case lubricating compound. 1 case alluminium milk can studs. 2 cases correction fluid. 1 carton medicament.

Unentered Goods Lying in the Customs Warehouse for Over Two Months-(Contd.)

W.E.K. No. and Date	Ship's Name	Date	Marks and Numbers of Goods	Number and Description of Goods
221/29-12-75 46-176	Strathi-River	5–10–75	Habib Bank Kenyatta Avenue P.O. Box 30673. K.W.A.L. 9573 PD Mombasa	6 cartons motor vehicle parts.
308/1-3-76 46-177	Clan Macilwrawth	15–12–75	S.I.A.P.A. Duty Free, N.H. 75 Naafi Eastleigh via Mombasa -/-/ 7581.	I carton mixed items. I carton chemicals. 14 cartons poisonous compound.
			Nil Mark Cooper Motor, A E C 7129 Nairobi via Mombasa. Mr. Brocks, Burundi via Mombasa.	cartons vacuum refills. case motor vehicle spares. bales second-hand clothing.
215/25-8-75	C/O Ripon	1-3-75	Sciex JWA/EP/LAB/647/75/468 Nairobi via Mombasa INV/-/ 82093. A.F.H. Kampala via Mombasa 1-103	1 carton laboratory assessories. 103 poly/trusses Acropolis.
46-9 451/24-2-75	Gulf Trader	3-10-74	Nil Mark	1 drum chemical (lid off).
45–9 183/2–12–74	Harambee	17-9-74	Reqn. 36723T/5 E.A.R., Nrb. via Mo-	1 bag machinery parts.
45–151			mbasa Ind. WB 5420/72. Nil Mark Firestone, Nrb. via Mombasa 1101/52/	3 pieces iron bars; 1 crate sanitaryware. 5 drums chemicals.
			Shell Chemical Dutrex 217 U.K. Batch	10 drums chemicals.
311/15-10-73 42-75	Dramensfjord	20-7-73	90/4. Shell Chemical Dutrex 726 U.K D.P. 3. Order -/-/ F.0048/73 Kitwe via Msa. 475 P 54810, 54808, 54811.	1 drum chemicals. 6 cartons rolls milk packing paper.
130/22-7-74 46-178	Author	14–3–74	Nil Mark	1 bundle steel wire; 1 carton Omo soar 2 cartons rubber aricles; 1 case machiner parts.
			Century tractors K/17023, Nairobi cia	1 carton hydraulic fluid.
			Mombasa -/-/116. The Manager Standard Bank Ltd. Kenyatta Avenue Branch Nairobi Kenya.	1 carton sanitaryware.
			Kamyn 38602/F7 Mombasa	1 carton speaker. 3 bales printing paper.
339/22-9-75 46-179	Karanja	1-5-75	Damji H.K. Mombasa	1 case mixed items.
30/29-3-76 46-149	Tweed Bank	9–1–76	Esso Standard Uganda	1 tyre.
267/29-12-75 46-61	Wild Curlew	15-9-75	Green Ham (E. Africa) Kitui Road P.O. Box 43363 Nairobi, Kenya.	1 box personal effects.
310/1-3-76 46-122	Hellenic Leader	8-12-75	J. Okomo 58696 Mombasá	I parcel personal effects.
328/13-76 46-153	Caribia	14–12–75	I.H. (K) Ltd. Nairobi via Mombasa -/-/ 1.3.	2 cases asbestos.
340/29-12-75 46-180	Test Bank	11-9-75	Dunlop, Nairobi via Mombasa	8 reels transmission belts.
222/27-10-75 46-34	Benledi	1-7-75	Nil Mark	6 cartons rolls nylon gums.
38/29-3-76 46-187	Lossie Bank	12–1–76	Acif, Thika via Mombasa 1975-761 Lion Cuttings -/-/ 1. Up.	4 bales raw jute.
39/29-3-76 46-182	Mozambique	31–1–76	Nil Mark E.T.S. Rwandis Kigali via Mombasa -/-/ D0069.	1 bale raw jute. 1 tyre.
24/29-3-76	Thorscope	19–1–76	Nil Mark Nairobi via Mombasa	1 tyre. 3 bales personal effects.
46–132 249/29–12–75	San. F. Maru	29-10-75	K.D. & Co. Ltd. I.W.H. 12 Nairobi via	2 bales second-hand clothing. 6 coils wire.
46-42 249/29-12-75	San F. Maru	29–12–75	Mombasa or Nil. San Flag DK. 63 Nairobi via Msa	1 carton yarn.
46–42 341/29–12–75	Ujamaa	3–9–75	Metro Blantyre via Beira -/-/ 175 Port	1 case bicycle spare parts.
46–183			Mombasa. Metro 41/KGK.OG Beira -/-/ 1369 Port Mombasa.	1 case bicycle spare parts.
315/11-3-75	Custodian	22-10-74	Hoechs MC 5054 Nairobi via Mombasa Dunlop, Nairobi via Mombasa	1 carton welding rode. 54 solid tyres.
45–57 299/2–2–76	Mulungushi	12-11-75	Dunlop, Nairobi via Mombasa -/-/ 402 Ind/-/ 1926/2 E.A.R. Nairobi via	1 case water proof cloth. 3 trusses rubber hose pipes.
46–107 201/25–8–75 45–144	Kungshamn		Mombasa or Nil Mark. PE/159 or Nil Mark	30 bales Piedmoss. 133 bags Pealite.

Unclaimed Goods Lying in the Customs Warehouse for Over Two Months

Consecutive No.		C	Owner			S	hip's	Name			Description of Goods
Q.31/25-5-76	Mamu Kicom 1590 Texaco Shell T Sulfo	utylor jee Nbi i 0059 93 Ksn or Ni urbo C Rwand	Nil i. Msa. 97 O n. via N l Dil T25	GL E Asa/- or Nil	-/ 84. 	Unknown					3 tins "Fina" chemicals; 4 kegs B.P. diesel; 20 plastic bottles B.P. Energol; 16 pieces angles fittings; 1 case (broken) machinery parts; 1 coil steel wire; 2 coils galvanized wire; 1 tea chest conduit sockets; 1 crate sanitaryware; 1 case paper; 2 drums bitumen; 1 bundle wheel barrow; 3 pallets carbon black; 1 lot P.V.C. fittings; 14 pieces motor vehicle parts; 2 bundles Anoline; 1 loose bundle Anoline; 2 crates sanitaryware; 1 case glass; 1 bundle springs; 2 cases machinery parts; 2 drums chemicals; 1 bundle filing cabinets; 20 loose bolts and nuts; 2 cartons Ceramic tiles; 2 cases stitching wire; 1 bundle wire mesh; 6 pieces sanitaryware; 5 coils wire; 2 F/kegs chemicals; 1 pail chemicals (leaking). 2 loose pallets carbon black; 1 bag P.V.C. fittings; 5 pallets Esso buty rubber. 1 loose pallet Esso buty rubber. 1 case hosepipes. 1 drum chemicals. 2 drums chemicals. 2 drums chemicals; 2 drums (leaking).
Q.32/28-5-76	mba NIL				••	Island Engined	er	••			chemicals. 7 bags second-hand clothing; 1 bag stuffed olives; 1 bag plastic products; 2 bags carbon stencil paper; 1 bag gum tape 1 bag ladies hats; 2 bags "Harris" oil 1 bag "Galloway" cough syrup; 1 bag Golden corn oil; 1 bag gum tape; 2 bag rolls paper strips; 1 bag cocktail cherries
	NIL	••		••		Strathnevis				••	2 bags pipe fittings; 1 bag mixed items 1 bag "key terrain" plastic products 1 bag plastic products; 1 bag second-hand clothing.
	NIL	••	••	••	••	Unknown		••	• •	••	2 bottles liquor; 2 short trousers; 1 pullover 2 bags ice cream sticks; 1 bag clutch service parts; 1 piece basket ball.
Q.33/295-76	NIL	••	••	••	••	Unknown	••			••	3 pieces spare parts; 1 piece glass bowl 1 piece enamelled mug; 1 set bolt and nut 4 pieces axes; 1 piece fag; 1 piece hammer 24 pieces spoons; 1 piece marshes; 4: pieces motor cycle auto parts; 10 piece joint pipe fittings; 18 pieces belt joints 1 piece shock-absorber; 2 pieces machiner parts; 1 piece chisel; 1 piece motor vehicle
Q.34 pt./7-6-76	NIL				••	Tactician				••	tube. 4 bundles rubber mats; 1 bag santowels 1 bag lantern globes; 1 bag food tray 1 bag odd shoes; 1 box measuring cylinder 1 box flac-flee water; 2 gallons holt penetration oil; 1 piece Phillips hair drier 2 gallons chemicals; 1 bag electric acces sories; 1 bag electric cables; 1 small ba "Presto dies" iron pieces; 1 bag moto spares; 1 piece motor vehicle spring 1 bag empty bottles; 3 pieces "Asali machinery parts; 1 piece "Siemens" basin 1 bag holts; 1 bag brouchures; 1 bag clips 2 pieces tractor spares; 1 box filin fasteners; 1 bag enriched min cream 3 pieces water filters; 6 tins Cussons bab powder; 2 bottles instant coffee mate 1 piece steel; 1 piece Berec battery.
Q.34 pt.	NIL					Thorsriver					16 bags second-hand clothing.

SEIZED CARGO LYING IN THE CUSTOMS WAREHOUSE FOR OVER TWO MONTHS

						1				
Seizure Notice and Date						Description of Goods				
KLI 6/76 S/N 13126 of 7-6-76 MIB/27/76 S/N 13317 of 5-6-76 CPS/SE1Z/7/76 S/N 12825 of 7-6-76						 pallet paper. industrial motors (for sewing machines). bottle whisky; 3 bottles still wine. 				

BONDED GOODS LYING IN THE CUSTOMS WAREHOUSE FOR OVER TWO MONTHS

Bond No.	Entry Number and Date	Marks and Numbers	Description of Goods			
11	Re. Whg. 10 of 1-2-74	Pelikan Msa. Kenya C/Nos. 1/4, 6/12, 15/22, 24, 27/28, 30/32, 34, 36/38.	29 cartons pencils.			
		<u> </u>				

THE TRADE MARKS ACT (Cap. 506)

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

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

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

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

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

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

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

IN CLASS 1—SCHEDULF III

EGANAL

22850.—"Chemical products for use industry, particularly textile, dyeing and printing auxiliaries". Hoechst Aktiengesellschaft, a joint stock company organized under the laws of Germany (Federal Republic of Germany). Manufacturers and Merchants of Frankfurt/Main, Germany. C/o Messrs. Atkinson Cleasby & Satchu, advocates, P.O. Box 90121, Mombasa, 31st May, 1976.

IN CLASS 2-SCHEDULE III

AOUASPERSE

22851.—"Color dispersions for coloring emulsion paints and all types of water-based or water-thinned coatings, solutions, or slurries". Tenneco Chemicals Inc., of Park 80, Plaza West-One, Saddle Brook, New Jersey 07662, U.S.A. C/o Messrs. Atkinson Cleasby & Satchu, advocates, P.O. Box 90121, Mombasa, 31st May, 1976.

ALL IN CLASS 3-SCHEDULE III

Johnsons



It is a condition of registration that the blank spaces is the Mark shall, when the Mark is in use, be occupied only by matter of a wholly descriptive and non-trade mark character.

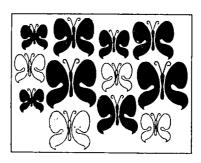
22334.—Baby cosmetic—lotion, soap, shampoo, cream, oil, powder. Johnson & Johnson, a U.S. company organized under the laws of the State of New Jersey, United States of America, of 501 George Street, New Brunswick, New Jersey, United States of America. C/o Messrs. Kaplan & Stratton, advocates, P.O. Box 40111, Nairobi. To be associated with TM. Nos 8202 and 8203 13th October, 1975.

ROLLETTE

22832.—Cosmetics—which include creams snow, brilliantine, jelly and perfume. Delux Cosmetics Limited, Directors. Lakhamshi Merag Shah, Rajnikant D. Dhanani; Vijaykumar D Dhanani; Jatischandra D. Dhanani; and Vipinkumar Nathalal Shah, Manufacturers of P.O. Box 28226, Nairobi. 21st May, 1976.

AMAZONE

22838.—Soaps, perfumery, essential oils, cosmetics, hair lotions dentifrices, Comptoir Nouveau De La Parfumerie of 23, rue Boissy d'Anglas, Paris France. C/o Messrs. Kaplan & Stratton, advocates, P.O. Box 40111, Nairobi. 25th May, 1976.



22843.—Soaps, detergents, bleaching preparations, substances for laundry use; cleaning preparations, non-medicated toilet preparations, preparations for the teeth and hair, shampoos, perfumes, cosmetics, deodorants and anti-perspirants for human use, essential oils. UNILEVER LIMITED of Port Sunlight Wirral, Cheshire, England. C/o Messrs. Kaplan & Stratton, advocates, P.O. Box 40111, Nairobi. 26th May, 1976.

ALL IN CLASS 5-SCHEDULE III

SLEEK

22837.—"Medical and surgical plasters, bandages, dressings and strappings; material for bandaging". T. J. Smith & Nephew Limited, a limited liability company registered under the laws of Great Britain, of 101, Hessle Road, Hull, HU3 2BN, Yorkshire, England. C/o Messrs. Atkinson Cleasby & Satchu, advocates, P.O. Box 90121, Mombasa. 24th May, 1976.

REDDEN

22540.—"An anti-ulcer agent". Alfa Farmaceutici S.p.A., a ioint stock company organized under the laws of Italy of Via Ragazzi del 99, No. 5 Bologna (Italy). C/o Messrs. Atkinson Cleasby & Satchu, advocates, P.O. Box 90121, Mombasa. 26th January, 1976.

The under mentioned applications are proceeding in the name of Colgate-Palmolive Company of 300 Park Avenue, New York, N.Y. 10022, United States of America. C/o Messrs. Kaplan & Stratton, advocates, P.O. Box 40111, Nairobi.

BOTH IN CLASS 5-SCHOULE III

DERMASSAGE

22831.—Medicated preparations for the skin. To be associated with TMA. No. 22475. 21st May, 1976.

IN CLASS 5-SCHEDULE III

CURITY

22703.—Infant foods. To be associated with TMA. No. 22704.

IN CLASS 10 SCHEDULE III

CURITY

22704.—Baby bottles. To be associated with TMA No. 22703. 29th March, 1976.

The under mentioned applications are proceeding in the name of MAY & BAKER LIMITED, a British Company Manufacturers of Dagenham, Essex. England. C/o Messrs. Kaplan & Stratton, advocates, P.O. Box 40111, Nairobi

IN CLASS 5-SCHEDULE III

PRIMOFAX

22757.—Pharmaceutical preparations and substances for human and veterinary use To be associated with TMA. No. 22758. 21st April, 1976.

IN CLASS 31--ScHEDULE III

PRIMOFAX

22758.—Foodstuffs for animals. To be associated with TMA No. 22757, 21st April, 1976.

ALL IN CLASS 5—SCHEDULE III

GESATENE

22804.—"Preparations for killing weeds and destroying vermin". Ciba-Geigy Limited of Basle. Switzerland. C/o Messrs. Atkinson Cleasby & Satchu, advocates, P.O. Box 90121, Mombasa. 18th May, 1976.

The under mentioned applications are proceeding in the name of AMERICAN HOME PRODUCTS CORPORATION, a corporation of the State of Delaware of 686 Third Avenue, New York, United States of America C/o Messrs. Kaplan & Stratton, advocates, P.O. Box 40111, Nairobi.

WYTENSIN

22847.—Medicinal and pharmaceutical preparations, 31st May, 1976

WYDORA

22848.—Medicinal and pharmaceutical preparations 31st May, 1976.

IN CLASS 5—SCHEDULE III

NORPACE

22857 —Pharmaceutical, veterinary and sanitary substances; infants' and invalids' foods; plasters, material for bandaging; material for stopping teeth, dental wax; disinfectants; preparations for killing weeds and destroying vermin. G. D. SEARLE & COMPANY, a corporation organized and existing under the laws of the State of Delaware, Manufacturers of Niles Avenue and Searle Parkway, Skokie, Illinois, United States of America. C/o Messrs, Kaplan & Stratton, advocates, P.O. Box 40111, Nairobi. 4th June, 1976

The under mentioned applications are proceeding in the name of IIst Products A.G., a Swiss company of Chur, Switzerland. C/o Messrs. Kaplan & Stratton, advocates P.O. Box 40111, Nairobi.

BOTH IN CLASS 9—SCHEDULE III



B22458.—"Receptacles adapted for use in the transport and storage of cassetes for magnetic tapes; and parts and fittings included in class 9 for such devices". To be associated with TMA. No. 22459, 18th December, 1975.



The Trade Mark is limited to colours black, white and red as shown in the representation on the form of application.

B22459.—Portable containers and other types of containers for tape cassettes and other apparatus and instruments in the class; and tape cassettes and electrical apparatus incorporating cassettes as parts thereof or fittings therefor. To be associated with TMA. No. 22458. 18th December, 1975.

IN CLASS 9-SCHEUDLE III



22818.—Scientific, nautical, surveying and electrical apparatus and instruments; photographic, cinematographic and optical apparatus and instruments; televisions; radios; tape recorders; cassette tape recorders; amplifiers; speakers; electric fans refigerators; electric washing machines; air conditioners electric cables; switch boards; telephone sets; calculators; transistors; intergrated circuits; electric pumps; electric toasters; electric mixers; blenders; electric rice cookers; electric stoves; elevators; escalators; electric clocks; electric ice stockers; electric refrigerating show cases; parts and accessor for the aforegoing. GOLD STAR COMPANY LIMITED, Merchants and Manufacturers 282. Yang Yang-Dong, Chung-Ku, Seoul, Korea. C/o Messrs. Daly & Figgis, advocates, P.O. Box 40034, Nairobi. 21st May, 1976.

IN CLASS 25—SCHEDULE III

HOM

Date claimed under International Convention 28th April, 1976.

22852.—Shoes and slippers for men, women and children; garments for men, women and children, particularly underwear, underpants, T-shirts, shirts, pyjamas, dressing-gowns, bathing suits, pull-overs, sports shorts and shirts, track suits, bath-robes and beach wear. Innovations Pour L'Elegance Masculine, a corporation organized under the law of France, Manufacturers and Merchants of 13 Boulevard de la Boudiniere, 13013 Marseille, France, C/o Messrs, Kaplan & Stratton, advocates, P.O. Box 40111. Nairobi. 3nd June, 1976.

IN CLASS 33-SCHEDULE III

SENTRATE

22860.—"All alcoholic beverages and extracts for making alcoholic beverages". Duncan, Gilbey & Matheson, a company organized under the laws of the United Kingdom of Great Britain and Northern Ireland, Wine and Spirit Shippers and Blenders of 52 Charles Street, London, England. C/o Messrs. Atkinson Cleasby & Satchu, advocates, P.O. Box 90121, Mombasa.

IN CLASS 34—SCHEDULE III



B21768.—"Tobacco whether manufactured or unmanufactured". British-American Tobacco Company Limited of Westminster House, 7, Millbank, London, S.W. England. C/o Messrs. Kaplan & Stratton, advocates, P.O. Box 40111, Nairobi. 12th March, 1975.

CANCELLATION OF REGISTERED TRADE MARKS

PURSUANT to a request received on the 16th June, 1976, from the registered proprietor, Trade Mark Nos. B2814 and 2815 CROOKES LACTO-CALAMINE in classes 3 and 48 have been cancelled from the Register of Trade Marks.

M. L. HANDA,
Deputy Registrar of Trade Marks.

GAZETTE NOTICE No. 1992

THE PATENTS REGISTRATION ACT

(Cap. 508)

ORIGINAL ENTRY

IT IS hereby notified for general information that a letters patent particulars of which appear in the Schedule hereto was registered as No. 2616 of 1976 in the Kenya Register of Patents on the 2nd day April, 1976.

SCHEDULE

No. of application.-2616.

Date of application .- 2nd April, 1976.

Name of applicant.-Sherico Limited.

Registered address.—Topferstrasse 5, Lucerne, Switzerland.

Particulars of grant in the United Kingdom: -

No.-1,304,367.

Date.—23rd May, 1973.

Date of filing complete specification.—5th June, 1970. Complete specification published.—24th January, 1973.

Nature of invention.—New macrocyclic heterocyclic compounds and complexes thereof.

Documents, etc., filed in registry:-

- (a) One certified copy of the specification (including drawing and 'Office Copy" of letters patent) of the United Kingdom Patent.
- (b) Certificate of the Comptroller-General of the United Kingdom Patent Office.
- (c) Authorization in favour of Messrs. Lysaght & Co. C/o Barclays Bank International Ltd., Government Road, Nairobi.

Nairobi, 25th June, 1976. M. L. HANDA, Deputy Registrar of Patents.

GAZETTE NOTICE No. 1993

TAKE NOTICE that after fourteen days from the date of this Gazette, I intend to apply to the High Court at Nairobi for representation of the estates of the persons named in the second column of the Schedule hereto, who died on the dates

PROBATE AND ADMINISTRATION

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
158/76	Eliud Karuga Wainaina.	Ngecha, Kiambu	24-4-76	Intestate
. 219/76	Mary Nzisa Mutiso	District Kilungu Location, Machakos	2–6–76	Intestate
205/76	Magige Wambura	District Tarime, Tanzania	30–1–76	Intestate
85/76	Michael Mutuku Mutua.	Kangundo, Machakos	24–8–75	Intestate
99/76	Odero Lupapa	Nistrict Kadenge, Siaya,	18-9-75	Intestate
11/76	Sinon Peter Waweru	District Ndeiya Location, Limuru	4-7-74	Intestate
16/75	Duncan Gitau Njoroge.	Nakuru	3-6-72	Intestate
232/75	Joseph Kimemia Wainaina.	P.O. Box 56, Nyahu-	25-6-75	Intestate
261/75	Wanjiru Kimani	ruru Old Pumwani,	12–4–75	Intestate
349/73	Mohamed Hussein	Nairobi P.O. Box 1478, Kisumu	31–5–73	Intestate

Nairobi, 25th June, 1976. M. L. HANDA,
Deputy Public Trustee.

GAZETTE NOTICE No. 1994

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. 17 of 1948

By Raghuvansh Kumar Prithvinath Shankardass of P.O. Box 40636, Nairobi in Kenya, one of the sons of the deceased, through Messrs. D. V. Kapila & Co., advocates of Nairobi, for a grant of Letters of Administration de Bonis Non of the estate of Prithvinath Shankerdass of Nairobi aforesaid who died at London in England on the 11th day of September, 1947.

(2) Cause No. 224 of 1976

By Ndegwa Gichina of Mwea Irrigation Scheme, P.O. Box 80, Keruguya in Kenya, the father of the deceased, through Messrs. Vohra & Gitao, advocates of Nairobi for a grant of Letters of Administration Intestate of the estate of Elikanda Nyawira Ndegwa of Mwea Irrigation Scheme aforesaid who died on the Ndomba- Kutus Road in Kenya on the 14th day of August, 1974.

(3) Cause No. 245 of 1976

By Kenya Commercial Bank Limited (formerly known as and in the will referred as National and Grindlays Bank Limited) of P.O. Box 30664, Nairobi in Kenya, the executor named in the deceased's will, through Salim Damji Esq.; advocate of Nairobi, for a grant of Probate of the will of Katharine Gardenia Patrick of Nairobi aforesaid who died at Nairobi on the 5th day of April, 1975.

(4) Cause No. 247 of 1976

By (1) William Digby Green of P.O. Box 40111, Nairobi in Kenya as attorney of Edna May Johnston of Brighton Sussex in England, the widow of the deceased, through Messrs. Kaplan & Stratton advocates of Nairobi for resealing in Kenya, the Grant of Letters of Administration Intestate granted on 26th October, 1973 by the District Probate Registry of the High Court of Justice in England at Brighton of the estate of Edward Johnston of Nairobi aforesaid who died at Nairobi on the 15th day of July, 1973.

This Court will proceed to issue the same unless cause be shown to the contrary and appearance in this respect entered on or before 16th day of July, 1976.

M. F. PATEL,

Nairobi, 28th June, 1976. Senior Deputy Registrar, High Court of Kenya, Nairobi

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

GAZETTE NOTICE No. 1995

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

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

CAUSE No. 60 of 1976

By Shaukat Husain Sangrar, of Mombasa in Kenya, the grandson of the deceased, through K. A. Kasmani, Esq., advocate of Mombasa aforesaid, for a grant of letters of administration intestate of the estate of Sheikh Mohamed Sheikh Ahmed of Mombasa aforesaid, who died at Mombasa on the 23rd September, 1970.

shown to the contrary and appearance in this respect entered within fourteen (14) days from the date of publication of this notice in the Kenya Gazette.

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

Mombasa, 4th June, 1976.

GAZETTE NOTICE No. 1996

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

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

Cause No. 62 of 1976

By (1) Abbas Mahmoud and (2) Hamza Mahmoud, of Mombasa in Kenya, the brothers of the deceased, through K. M. Karimbhai, Esq., advocate of Mombasa, for grant of letters of administration intestate of the late Al-Amin Mahmoud of Takaungu in Kenya, who died at Takaungu on the 25th day of February, 1975.

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

C. D. AMIN,

Deputy Registrar,

High Court of Kenya

Mombasa, 8th June, 1976. High Court of Kenya, Law Courts, Mombasa.

GAZETTE NOTICE No. 1997

IN THE HIGH COURT OF KENYA AT NYERI DISTRICT REGISTRY

PROBATE AND ADMINISTRATION

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

Cause No. 3 of 1976

By Richard Mase of P.O. Box 60, Nyeri, the executor named in the will of the deceased, through Messrs. Bali Sharma & Bali Sharma, advocates, P.O. Box 232, Nyeri, for grant of probate

of the will of the late Edmund John Carthew of Nyeri in Kenya, who died at Nairobi Hospital on the 23rd December, 1974.

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

Dated at Nyeri this 21st day of June, 1976.

J. S. PATEL,
District Delegate,
High Court of Kenya, Nyeri.

Note.—The above will is deposited and open for inspection at this Court.

GAZETTE NOTICE No. 1998

KARIUKI WAIGANJO, DECEASED

NOTICE is hereby given pursuant to section 29 of the Trustees Act (Cap. 167), that any person having claim against or in respect of the estate of the late Karnuki Waiganjo of P.O. Box 313, Eldoret who died on 11th June, 1976, at Eldoret, is hereby required to send particulars in writing of his or her claim or interest to the undersigned before the 14th day of August, 1976 after which date the executrix will distribute the estate among the persons entitled thereto having regard only to claims and interests of which she has had notice and will not as respects property so distributed be liable to any person of whom she has not had notice.

Dated this 19th day of June, 1976

AMATA & CO.,
Advocates for the Executrix,
Kenyatta Street,
P.O. Box 883, Eldoret.

GAZETTE NOTICE No. 1999

IN THE HIGH COURT OF KENYA AT KISUMU BANKRUPTCY CAUSE No. 1 of 1972

Re: Jayantilal Tapubhai Pau trading as Pau Wholesalers, debtor THE above bankrupt baving applied to this Court for his discharge, the Court has fixed 26th July, 1976, at 9 a.m., at High Court of Kenya at Kisumu, for hearing of this application.

Dated at Kisumu this 24th day of June, 1976.

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

GAZETTE NOTICE No. 2000

Reg. No.

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:—

iteg. 140.	114,550
8891	Pari Trading Company Limited.
9306	Ibrahim Mitha & Sons (Kenya) Limited.
9319	Singoiwek Company Limited.
9341	Eagle Plantations Limited.
9357	Msafiri Bar and Restaurant Limited.
9446	Ngatumek Farm Limited.
9449	Sarambei Farm Limited.
9455	Gemini Studio Limited.
9463	Watches and Clocks Limited.
9516	N. D. Lapidaries (Kenya) Limited.
9551	Haraka Safaris (Kenya) Limited.
9552	Kongoni Safaris Limited.
9651	Hippo-Point Enterprises Limited.
9627	Bestway Enterprises (Kenya) Limited.
10523	Moja Kwa Moja Limited.
12721	Wammo Associated Developments Limited.

Name

Dated this 23rd day of June, 1976.

O. M. SAMEJA,

Assistant Registrar of Companies.

THE COMPANIES ACT

(Cap. 486)

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

-	
Reg. No.	Name
1115	Karia Company Limited.
5629	Getembe Trading Company Limited.
6582	South Nyanza Garage and Hardware Limited.
8813	West Pokot Wholesalers Limited.
8836	Poly Clinic Limited.
8838	Construction Systems Company Limited.
8841	Construction and Casement Limited.
8855	Elite Stores Limited.
8909	Karegwa Traders Limited.
8996	Hardware Cement Limited.
9476	Technicon House Limited.
10782	Credit Food Vouchers Limited.
11157	International Clearing & Forwarding Agency Ltd.
11176	Chandu Awori Road Services Limited.
11695	Siaya Enterprises Limited.
11873	Chui Plastics Limited.
13521	Iriga Holdings Limited.

Dated this 23rd day of June, 1976.

O. M. SAMEJA, Assistant Registrar of Companies.

GAZETTE NOTICE No. 2002

THE COMPANIES ACT

(Cap. 486)

NOTICE OF DIVIDEND

IN BANKRUPICY AND WINDING-UP CAUSE No. 5 of 1971 Re: Hopes Clothing Limited (In Liquidation)

Name of company.—Hopes Clothing Limited

Address of registered office.—Plot No. L.R. 209/138/15, Nairobi. Registered postal address.—P.O. Box 4303, Nairobi.

Nature of business.-Ready made clothes merchants.

Court.-High Court of Kenya at Nairobi.

No. of matter.—Bankruptcy and Winding-up Cause No. 5 of 1971.

Amount per £.—K.Sh. 1/08.

First and final, or otherwise.—First and final.

When payable.--Immediately.

Where payable.—At my office, Sheria House, Harambee Avenue, Nairobi.

> M. L. HANDA, Deputy Official Receiver and Liquidator.

GAZETTE NOTICE No. 2003

THE COMPANIES ACT (Cap. 486)

NOTICE OF DIVIDEND

IN BANKRUPICY AND WINDING-UP CAUSE No. 7 OF 1972

Re: Channa Builders Limited (In Liquidation)

Name of company.-Channa Builders Limited.

Address of registered office.-L.R. 37/177, London Road. Nairobi.

Registered postal address.-P.O. Box 41397, Nairobi.

Nature of business.—Building contractors.

Court.—High Court of Kenya at Nairobi.

No. of matter.-Bankruptcy and Winding-up Cause No. 7 of 1972.

Amount per £.-K.Sh. 1/50.

First and final, or otherwise.—First.

When payable.—Immediately.
Where payable.—At my office, Sheria House, Harambee Avenue,

M. L. HANDA, Deputy Official Receiver and Liquidator. GAZETTE NOTICE No. 2004

THE SOCIETIES RULES

(Cap. 108, Sub. Leg.)

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

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

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

FIRST SCHEDULE

Name of Society	Date of Registration
• • •	-
Koyoo Welfare Society, Nairobi	21-6-76
Mbari Ya Ngua Community	21-6-76
Mugoiri Welfare Association	21-6-76
Gathithaini Women Self Help Group	22-6-76
Aun Progressive Union, Siaya Branch	22-6-76
Kenya Muslim Welfare Society, Mandera Branch	22-6-76
Highridge Primary School Parents and Teachers	
Association	22-6-76
Ruwe Holy Ghost Church of East Africa, Nairobi	
Branch	22-6-76
Truth in Leadership of the Spirit Church of Kenya	22-6-76
Nairobi Junior Chamber	23-6-76
Organization of Healing Pentecostal	23-6-76
Jokanyanam Society (Marshalls Nairobi)	24-6-76
Alego Ragar Sports Club	24-6-76
mego magar sports onto	24-0-70
SECOND SCHEDULE	_
	Date 5
Name of Society	Refusa.
Cultural Arts and Editorial Bureau Society	24-6-76
Faith of Christ Church in Africa	24-6-76
Kigari Christian Fellowship	24-6-76
Kimathi Women Group	24-6-76
Way of Salvation Church (E.A.)	24-6-76
way of Savation Charen (E.H.)	24-0-70
THIRD SCHEDULE	
	Date of
Name of Society	Cancellation
Igwii Clan Group Society	24-6-76
Fourth Schedule	
	Date of
Name of Society	Exemption
Association of Surgeons of East Africa	17-6-76
Kenya Laser Association	21-6-76
	,

Dated this 25th day of June, 1976.

J. ALLAN, Assistant Registrar of Societies.

GAZETIE NOTICE No. 2005

THE CO-OPERATIVE SOCIETIES ACT

(Cap. 490, section 64)

REMOVAL AND APPOINTMENT OF COMMITTEE AND MANAGER

IN EXERCISE of the powers conferred upon me by section 64 of the Co-operative Societies Act, I hereby cancel the appointment of the following persons as members of the Management Committee of Muka Mukuu Farmers Co-operative Society Limited-

*Chairman.-P. W. Wambua.

Vice-Chairman.—Councillor P. Kawinzi,

Hon. Treasurer.-Sub-Chief Muindi.

Hon. Secretary.-B. Munywoki.

William Mwania, Anthony Makau, John K. Kilonzo, Joseph Kasai, Jimmy Nguku;

and appoint-

Chairman.-Peter Mwikya Wambua, Vice-Chairman.-John Makola, Hon. Treasurer.—Chief Stevano Maveke, Hon. Secretary .-- Anthony Makau,

Members

Councillor P. Kawinzi, G. M. Mbole, Joseph Kasai,

Manager.-Harcharan Singh,

to be members of the Management Committee of the said Muka Mukuu Farmers Co-operative Society Ltd., for a period of 12 months with effect from the date of this Order.

And further I order that the allowance of the Committee members shall be paid out of the funds of the Muka Mukuu Farmers Co-operative Society Ltd.

Dated at Nairobi this 23rd day of June, 1976.

J. K. MUTHAMA, Commissioner for Co-operative Development.

*G.N. 3738 of 7th September, 1975.

GAZETIE NOTICE No. 2006

(CS/1283)

THE CO-OPERATIVE SOCIETIES ACT

((ap. 490)

CLOSURE OF LIQUIDATION

R:: Silibwet Farmers Co-operative Society Ltd.

(In Liquidation)

WHF KEAS the registration of the above-named society was cancelled by an Order made on the 17th day of August, 1972, and which Order became effective on the 17th day of August. 1972, and whereas the assets of the said society have now been realized and all creditors paid in accordance with a scheme of distribution approved by me so far as it has been found possible at this date so to do, I now order that the liquidation of the said society be closed with effect from the date of this

No claims shall lie against undistributed funds after the expiration of a period of two years from the date of publication of this Order.

Given under my hand at Nairobi this 24th day of June, 1976.

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

GAZETTE NOTICE No. 2007

THE JUBILEE INSURANCE COMPANY LIMITED (Incorporated in Kenya)

Head Office: P.O. Box 30376, Nairobi

Loss of Policies

Life Policy Nos. 9576 and 9577 in the name of Gulamhusen J. Meghji Virani

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

Dated this 21st day of June, 1976.

K. S. DAWOOD. Company Secretary. GAZETTE NOTICE No. 2008

THE JUBILEE INSURANCE COMPANY LIMITED (Incorporated in Kenya)

Head Office: P.O. Box 30376, Nairobi

LOSS OF POLICY

Life Policy No. 42114—In the name of Jeconia Ochieng Zebedi

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

Dated this 21st June, 1976.

K. S. DAWOOD, Company Secretary.

GAZETTE NOTICE No. 2009

THE PAN AFRICA INSURANCE COMPANY LIMITED MOMBASA

(Incorporated in Kenya)

Loss of Policy

Policy No. K/57001 for Sh. 3,500 on the life of Elizabeth Wanjiru Njonjo, P.C.E.A. Kimunzo, P.O. Box 156, Ruiru, Kenya.

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

18th June, 1976.

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

GAZETTE NOTICE No. 2010

Mombasa,

MUNICIPAL COUNCIL OF EMBU POLL TAX FOR 1976

NOTICE is hereby given that in accordance with provisions of the Poll Tax (Eastern Region) Enactment, 1964 (No. 7 of 1964) the Municipal Council of Embu has levied on each adult male and on each adult female having independent means, resident by virtue of employment or owning property within the area of jurisdiction of the Municipal Council of Embu, a Poll Tax at the rate of Sh. 22. This tax is deemed to have been due on 1st January, 1976.

The tax is payable at the Municipal Council Offices during normal working hours, or on demand by officers authorized by the Council.

Any person who fails or neglects to pay the said tax by 30th June, 1976, shall be liable, in addition to the payment of tax, to a penalty of 50 per cent.

Dated this 21st day of June, 1976.

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

GAZETTE NOTICE No. 2011

THE COUNTY COUNCIL OF NYERI THE RATING ACT (Cap. 267)

PURSUANT to section 4 (b) (ii) of the Rating Act (Cap. 267) the County Council of Nyeri with the approval of the Minister for Local Government has approved adoption of an unimproved site value rating in respect of Mweiga and Naromoru Townships.

Dated this 22nd day of June, 1976

D. N. MWANGI.
for Clerk, Nyeri County Council, P.O. Box 162, Nyeri.

THE COUNTY COUNCIL OF KILIFI KILIFI TOWNSHIP

SUPPLEMENTARY VALUATION ROLL, 1976

PURSUANT to the provision of section 9 (3) of the Valuation for Rating Act (Cap. 266), notice of 28 days from the date of publication of this notice is hereby given that the 1976 Supplementary Public Land Valuation Roll and 1976 Supplementary Valuation Roll for Kilifi Township is available at the office of the County Clerk for public inspection, and any person may, during ordinary business hours, inspect it and take copies or extracts from it. Any person may lodge an objection in writing with the County Clerk, P.O. Box 4, Kilifi, at any time before the expiration of 28 days from the date of publication of this notice.

> S. J. MULEWA, County Clerk.

GAZETTE NOTICE No. 2013

THE MUNICIPAL COUNCIL OF NYERI

SITE VALUE RATES FOR 1976

NOTICE is hereby given that the Municipal Council of Nyeri has, with the approval of Minister for Local Government, imposed the following site value rates in respect of the year 1976, viz:-

A rate of 6 per cent has been struck in respect of unimproved site value of land which appears in the Nyeri Municipal Council Supplementary Valuation Rolls and Supplementary Public Valuation Rolls for 1976.

These rates are due on 1st January, 1976 and will be payable at the offices of the Nyeri Municipal Council by not later than 30th June, 1976.

Interest shall become payable at the rate of 1 per cent per month or part thereof on any rate remaining unpaid after 30th

It is also hereby notified for the information of ratepayers that, whilst every effort will be made to deliver to every person liable a demand note stating the amount due, failure so to deliver such demand note will not be held to absolve the debtor from any liability or penalty attaching to non-payment of the

This notice supersedes notice of rate struck published under Gazette Notice No. 3872 of 1975

> G. KIHARA, Town Clerk, P.O. Box 180, Nyeri.

Nyeri, 24th June, 1976.

GAZETTE NOTICE No. 2014

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

NOTICE is hereby given that no objections have been received in respect of Kiambu Town Council Supplementary Draft Valuation Rolls, 1975, in accordance with section 11 (1) of the Valuation for Rating Act (Cap. 266), (G.N. 1591, 1976).

Pursuant to section 11 (2) of the Valuation for Rating Act (Cap. 266), the Supplementary Valuation Rolls, 1975, has been signed and certified by the Clerk to the Council and now becomes a Valuation Roll for Kiambu Town Council.

> N. M. KUNG'U, Clerk | Treasurer, Kiambu Town Council, Town Hall, P.O. Box 176, Kiambu.

GAZETTE NOTICE No. 2015

MINISTRY OF DEFENCE

Tender Notice No. MOD/411/1(27) 76-78

TENDERS are invited from registered maize flour millers for the supply of Special Grade Maize Meal to the Armed Forces for the period 1st July, 1976—30th June, 1978.

Tender documents showing details of locations to be supplied and the specifications of the maize meal are available at the office of the SO I Supply, Ministry of Defence, Ulinzi House, P.O. Box 40668, Nairobi.

Completed tender documents must be enclosed in a plain scaled envelope marked Tender Notice No. MOD/411/1(27) 76-78 and addressed to SO I Supply at the above given address or placed in the Tender Box at Ulinzi House, First Floor so as to reach him not later than 1400 hours (2 p.m.) on Thursday 22nd July, 1976.

The Ministry of Desence reserves the right to withdraw, consider or accept any tender in part or in full unless a tenderer expressly stipulates to the contrary.

GAZETTE NOTICE No. 2016

THE TRANSFER OF BUSINESSES ACT (Cap. 500)

NOTICE is hereby given that the business carried on by Zarin Khanmohamed w/o Abdul Khanmohamed under the firm name and style of Cinderella Boutique, on Plot No. 1870/IX/44, Mpaka Road, Westlands, Nairobi, has, with effect from the 31st day of May, 1976, been sold and transferred to Ferial Amin Sultanali who will carry on the said business in the same premises as aforesaid.

The address of the transferor is P.O. Box 14124, Nairobi. The address of the transferee is P.O. Box 30219, Nairobi.

All debts due and owing by the transferor in respect of the said business up to and including the 31st day of May, 1976; will be received and paid by the transferor. The transferee is not assuming nor does she intend to assume liabilities incurred by the transferor in the said business up to and including the 31st day of May, 1976.

Dated at Nairobi this 28th day of June, 1976.

ZARIN KHANMOHAMED w/o ABDUL KHANMOHAMED, Transferor.

> FERIAL AMIN SULTANALI. Transferee.

GAZETTE NOTICE No. 2017

THE TRANSFER OF BUSINESSES ACT (Cap. 500)

NOTICE is hereby given that the business carried on by Aunali Hassanali Bank under the firm name and style of Odeon Corner, on Plot No. 2455/19/20, Latema Road, Nairobi, has, with effect from the 25th day of June, 1976, been sold and transferred to Ahmed Mahfudh Ahmed and Abdulatif Mahfudh Ahmed who will carry on the said business in the same premises as aforesaid.

The address of the transferor is P.O. Box 43233, Nairobi. The addres of the transferees is P.O. Box 11256, Nairobi.

All debts due and owing by the transferor in respect of the said business up to and including the 25th day of June, 1976. will be received and paid by the transferor. The transferees are not assuming nor do they intend to assume liabilities incurred by the transferor in the said business up to and including the 25th day of June, 1976.

Dated at Nairobi this 28th day of June, 1976.

AUNALI HASSANALI BANK. Transferor.

AHMED MAHFUDH AHMED. ABDULATIF MAHFUDH AHMED, Transferees.

Kiambu. 21st June, 1976.

THE TRANSFER OF BUSINESSES ACT

(Cap. 500)

NOTICE is hereby given that the business of a furniture manufacturer carried on by Asa Ram Bhogal, of P.O. Box 43597, Nairobi, on Plot No. L.R. 209/229/18, Yatta Road, Nairobi, under the name and style of Friends Engineering Works, has, from 1st day of May, 1976, been sold and transferred to Gilbert Raboti of P.O. Box 22391, Nairobi, who will carry on the said business in the same premises under the name Komu Building Contractors.

The address of the transferor is P.O. Box 43597, Nairobi.

The address of the transferee is P.O. Box 22391, Nairobi.

All debts due and owing by the transferor in respect of the said business up to and including the 6th day of April, 1976, will be received and paid by the transferor. The transferee does not assume any liabilities whatsoever incurred by the transferor up to and including the 6th day of April, 1976.

Dated at Nairobi this 1st day of May, 1976.

ASA RAM BHOGAL, Transferor.

GILBERT RABOTI, Transferee.

GAZETTE NOTICE No. 2019

THE TRANSFER OF BUSINESSES ACT

(Cap. 500)

NOTICE is hereby given that the business of butchery and fish mongers carried on by Catering and Domestic Meat Suppliers Limited at Shop Nos. 7 and 8, Rahemtulla Trust Headquarters, on Plot No. 209/7035, Nairobi, has, as from the 1st day of June, 1976, been sold and transferred to Tilley Butchery (1975) Limited of P.O. Box 28547, Nairobi, who will carry on the said business at the same place.

The address of the transferor is P.O. Box 27417, Nairobi.

The address of the transferee is P.O. Box 28547, Nairobi.

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

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

FAROUK ADAM & COMPANY,

Advocates for the Transferor, Jamia House, Mfangano Street, P.O. Box 42198, Nairobi.

S. S. JOWHAL & COMPANY, Advocates for the Transferee, International House, Second Floor, P.O. Box 42296, Nairobi.

GAZETTE NOTICE No. 2020

THE TRANSFER OF BUSINESSES ACT

(Cap. 500)

NOTICE is hereby given that the business of packaging now carried on by Mwangi Mathenge, John Muthua Benson, Harun Kimani Kamau and Stanley Kahoro Mwangi all trading as Karimu Packaging Industry on L.R. No. 451/31/Section 68, Kufanya Road, Industrial Area, Nakuru has as from 1st day of June, 1976 been sold and transferred to Mansukh Shah, Davshi Gova Shah, Keshavji Sethia and Kantilal Shah all of Nakuru who will carry on the said business under the same firm name or style of "Karimu Packaging Industry".

The address of the transferors is P.O. Box 1664, Nakuru.

The address of the transferees is P.O. Box 6, Nakuru.

The transferees are not assuming nor do they intend to assume any liability incurred by the transferors in the said business up to and including the 31st day of May, 1976 and the same shall be paid and discharged by the transferors.

All debts due to the transferors up to and including the 31st day of May, 1976 shall be received by them.

Dated at Nakuru this 14th day of June, 1976.

K. M. PATEL,

Advocate for the Transferors

and the Transferees

GAZETTE NOTICE No. 2021

NOTICE OF CHANGE OF NAME

I, Kesia Turphena Nyawara, of P.O. Box 30197, Nairobi in the Republic of Kenya, heretofore called and known as Turphena Kesia Osama, hereby give public notice that by a deed poll dated June, 1976, duly executed by me, I formally and absolutely renounced and abandoned the use of my former name of Turphena Kesia Osama and in lieu therefore assumed and adopted the name of Kesia Turphena Nyawara as aforesaid, for all purposes and I hereby authorize and request all persons to designate and address me by the name of Kesia Turphena Nyawara.

Dated at Nairobi this 24th day of June, 1976.

KESIA TURPHENA NYAWARA, formerly known as, Turphena Kesia Osama.

GAZETTE NOTICE No. 2022

NOTICE OF CHANGE OF NAME

I, Mohamed Husein Ebrahimji of Mombasa, in the Republic of Kenya, formerly known as (1) Mohamed Hussein Ebrahim Jivaji also known as Mohamed Hussein Ebrahimji Jivaji hereby give public notice that by a deed poll dated the 8th day of June, 1976, executed by me, I renounced and abandoned the use of any former names of (1) Mohamed Hussein Ebrahim Jivaji or (2) Mohamed Hussein Ebrahimji Jivaji and assumed in hereby authorize and request all persons to designate and address me by such assumed name of Mohamed Husein Ebrahimji.

MOHAMED HUSEIN EBRAHIMJI

GAZETTE NOTICE No. 2023

NOTICE OF CHANGE OF NAME

I, Sheila Therese Gabri of P.O. Box 43144, Nairobi in the Republic of Kenya, formerly and until recently known as Sheila Therese Singh hereby give notice that by a deed poll dated 17th day of May, 1976 I assumed and determined to take and use the surname of Gabri as an addition to my former name of Sheila Therese Singh for all purposes and I hereby authorize and request all persons to designate, describe and address me by such full name of Sheila Therese Gabri only.

Dated this 21st day of June, 1976.

SHEILA THERESE GABRI, formely Sheila Therese Singh.

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

The following are the latest publications obtainable from Government Press, Publications Section, P.O. Box 30128, NAIROBI, KENYA For other publications see catalogue of Government Publications, January, 1974 issue.

Code	Title of Publication	Date of Issue	Post	Postage		Price	
	GENERAL PUBLICATIONS		Sh.	cts.	Sh.	cts	
001A	Aerial Livestock Survey of Kaputei Division, Samburu District and North-Eastern Province, Statistics Division, Ministry of Finance and Planning	July, 1972	2	50	15		
035A S1049	Code of Regulations for Teachers Service Commission	July, 1972 March, 1974	0	50 50	1	50 00	
040B	Crop Calendar for Kenya: Planting and Harvesting dates of the Main Crops grown in six Provinces, Central Bureau of Statistics, Ministry of Finance and Planning	November, 1972	1	50	6	00	
S1044	Development Plan, 1974–1978 Part I	March, 1974 March, 1974	5 4	00 00	50 40	00	
S1042 9 47	Development Plan, 1974-1978 Part II	November, 1972	1		7	50	
S1126 57A	Diplomatic Directory and International Organization, 1975	March, 1975	i		7	50	
	in Kenya	December, 1972 December, 1971		00 00	10 30	00	
55 \$1057	Education Commission Report, 1964 by: S. H. Ominde (Part I reprinted) Education Journal Volume 7 of 1973	April, 1974		00	2		
58	Exchange Control Administrative Notices and Instructions, 5th Edition, 1971 (Amended to 31st December, 1971)	May. 1972	4	00	30	00	
194 212	Guide to Industrial Investment in Kenya, 2nd Edition, 1972	March, 1972 July, 1972	4	00	30 10	00	
1249A	Natural Resources	August, 1972	ı	50	7	50	
240	Notes on Animal Health and Industry for Africans by: D. E. Faulkner, Reprint of 1957 Edition	September, 1972		50	15	00	
274 411	Range Management in East Africa, H. F. Heady, Reprint of 1960 Edition Report of the Salaries and Terms of Service Review Commission, 1971-72, Chairman, Mr. D. A. Omari, East African Railways Corporation	September, 1972 September, 1972	3	00	22 30	50 00	
S976	Report of the Select Committee on the Maize Industry, 1972	November, 1973		00	12		
S1106	Report of the Commission on the Law of Adoption, 1974	November, 1974	1	50	6	00	
422B	Report of the Training Review Committee, 1971-72, Chairman, W. N. Wamalwa	February, 1972		00	19	00	
S1128 504A	Short Version Development Plan, 1974-78 Study of Curriculum Development in Kenya, Chairman, G. S. Bessey, Ministry of Education	— August, 1972	2	00	30	00	
S1043	Sessional Paper No. 1 of 1974, Current Economic Situation	May, 1974	1	00	3		
419A	Sessional Paper on Employment (Sessional Paper No. 10 of 1973)	November, 1973		00		00	
\$1122 \$1055	Sessional Paper No. 3 of 1975, Statement on Future Wildlife Management Sessional Paper No. 5 of 1974, Implementation of Ndegwa Report	February, 1975 April, 1974	1	00 50		00 00	
	MINES AND GEOLOGICAL PUBLICATIONS						
108D	Geological Bulletin No. 12 Prospecting for Minerals, Second Revision by: A. L. Stewart, Revised by: F. W. A. Timms	June, 1972	1	50	7	50	
186 187	Geological Report No. 86, Geology of the Molo Area	March, 1972		00		00	
188 189	M.Sc., Ph.D	December, 1971 March, 1972 June, 1972	4 4 4	00 00 00	30 30 30	00 00	
107	FLORA OF TROPICAL EAST AFRICA	Curre , 1272					
N.I.V.	List of Flora of Tropical East Africa	July, 1974	1	00	2	00	
872A	Combretaceae by: G. E. Wickens	May, 1973	2	00	12		
876D	Escalloniaceae by: B. Verdcourt	July, 1973	1	00	1		
880C 882B	Haloragaceae by: R. Boutiqe and B. Verdcourt Leguminosae (Part 3), Subfamily Papilionoideae (1) by: J. B. Gillet, R. M. Polhill, B. Verdcourt	July, 1973 December, 1971	6	50 00	108	50 00	
882C	Leguminosae (Part 4), Subfamily Papilionoideae (2) by: J. B. Gillet, R. M. Polhill, B. Verdcourt	December, 1971	6	00	108	0 0	
882D	Lemnaceae by: F. N. Hepper	May, 1973	0	50	2		
882F	Montiniaceae by: B. Verdcourt Lentibulariaceae by: Peter Taylor	July, 1973 July, 1973	0	50 00	2 4	00	
882E 895A	Rhamnaceae by: Marshall C. Johnston	January, 1972	1	00	4	50	
	LAW CHAPTERS						
243	Annual Supplement to the Laws of Kenya, No. 5, 1970	September, 1972		00	450		
S1130 N.I.V.	Annual Supplement to the Laws of Kenya, No. 6, 1972	September, 1974 February, 1972		00 50	800	00	
	FARM ECONOMIC SURVEY REPORT						
988	F.E.S.U. Report No. 28, An Economic Survey of African Owned Large Farms in Trans	November, 1972	2	00	10	00	
	Nzoia, 1967/68–1970/71	140 Vehilder, 1972	4	w	10	00	