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CORRIGENDUM

IN Gazette Notice No. 4850 of 1993, amend the second name of the applicant to read "Gumba" instead of "Bumba".

GAZETTE NOTICE NO. 915

THE LAND DISPUTES TRIBUNALS ACT

(No. 18 of 1990)

APPOINTMENT OF ELDERS

IN EXERCISE of the powers conferred by section 5 of the Land Disputes Act, the Minister for Lands and Settlement appoints the persons named in the first column of the schedule to be elders to hear land matters within the district shown in relation thereto in the second column of the schedule and cancels the earlier Gazette Notice No. 6341 of 1993.

SCHEDULE

| Name | District |
|-----------------------------|----------|
| Dishon Okach Alago | Siaya. |
| David Dancan Okatch Ojuongo | Siaya. |
| Tobias Ayoki | Siaya. |
| Samwel Nyawanda Chacha | Siaya. |
| Solomon Orach | Siaya. |
| Joseph Abonyo Otieno | Siaya. |
| James Okumu Okello | Siaya. |
| Abner Okelo Achoki | Siaya. |
| Edward Ochala Ngong | Siaya. |
| Obare Awora | Siaya. |
| Samson Nyabere Oyugi | Siaya. |
| Owala Champiny Makonyango | Siaya. |
| Martin Akwiri | Siaya. |
| Michael Ngonga Amollo | Siaya. |
| Dominic Olando | Siaya. |
| Peter Osowo | Siaya. |
| Alex Ongude Jagany | Siaya. |
| Joseph Wambia Odhiambo | Siaya. |

Dated 22nd February, 1994.

J. K. MULINGE,
Minister for Lands and Settlement.

GAZETTE NOTICE NO. 916

THE LAND DISPUTES TRIBUNALS ACT

(No. 18 of 1990)

APPOINTMENT OF ELDERS

IN EXERCISE of the powers conferred by section 5 of the Land Disputes Act, the Minister for Lands and Settlement appoints the persons named in the first column of the schedule to be elders to hear and determine land matters within the district shown in relation thereto in the second column of the schedule.

SCHEDULE

| Name | District |
|---------------------------|--------------|
| John K. Chepsiga | Trans Nzoia. |
| Gabriel Makunga | Trans Nzoia. |
| Charles Naibei | Trans Nzoia. |
| Masai Cheboton | Trans Nzoia. |
| Peter Mosobi | Trans Nzoia. |
| Raphael Wanyonyi Jacob | Trans Nzoia. |
| Thomas Wanyama Masombo | Trans Nzoia. |
| Peter Wafula Wanyonyi | Trans Nzoia. |
| Paul Kibogi A. Rugut | Trans Nzoia. |
| John Tumwa | Trans Nzoia. |
| John Ndiwa Mugun | Trans Nzoia. |
| Paskaw Muthama | Trans Nzoia. |
| Peter Kesioria | Trans Nzoia. |
| Joseph Namwenya | Trans Nzoia. |
| Charles Ngoya | Trans Nzoia. |
| James Kassese | Turkana. |
| Lokwang Ebel | Turkana. |
| Narubu Iria Padach | Turkana. |
| Paul Erupe Lohoya | Turkana. |
| Michael Marula | Turkana. |
| Jacob N. Epat | Turkana. |
| Hussein Kano Elama | Moyale. |
| Ibrahim Mude Kengah | Moyale. |
| Abdirahman Cheikh Ibrahim | Moyale. |
| Guyo Duba | Moyale. |
| Kuchana Halake Adi | Moyale. |
| Abdullahi Boru Sabale | Moyale. |

SCHEDULE—(Contd.)

| Name | District |
|----------------------|----------|
| Ibrahim Abdi Hane | Moyale. |
| Osman Godana | Moyale. |
| Diba Doyo | Moyale. |
| Duba Jaldesa | Moyale. |
| Konton Galompo | Moyale. |
| Abakule Kusse | Moyale. |
| Liban Fayo | Moyale. |
| Solomon Gina Ado | Moyale. |
| Wako Kiyate | Moyale. |
| Malicha Boru Jarso | Moyale. |
| Ali Raso | Moyale. |
| Huka Wako | Moyale. |
| Hantut Ginda | Moyale. |
| Lelikon Leado | Moyale. |
| Kiliilini Legalmagar | Moyale. |
| Farakore Naida | Moyale. |

Dated 22nd February, 1994.

J. K. MULINGE,
Minister for Lands and Settlement.

GAZETTE NOTICE NO. 917

THE LOCAL GOVERNMENT ACT

(Cap. 265)

NOMINATION OF COUNCILLOR

IN EXERCISE of the powers conferred by section 39 (c) of the Local Government Act, the Minister for Local Government nominates—

District Commissioner, Mwingi,
to be a councillor for Mwingi Urban Council.

Dated the 1st March, 1994.

WILLIAM OLE NTIMAMA,
Minister for Local Government.

GAZETTE NOTICE NO. 918

THE LOCAL GOVERNMENT ACT

(Cap. 265)

REVOCATION OF NOMINATION OF COUNCILLOR

IN EXERCISE of the powers conferred by section 40 (1) of the Local Government Act, the Minister for Local Government, revokes the appointment of—

District Officer, Mwingi,
as a councillor for Mwingi Urban Council.

Dated the 1st March, 1994.

WILLIAM OLE NTIMAMA,
Minister for Local Government.

GAZETTE NOTICE NO. 919

THE FORESTS ACT

(Cap. 385)

SOUTH-WESTERN MAU FOREST—INTENTION TO ALTER
BOUNDARIES

IN ACCORDANCE with the provisions of section 4 (2) of the Forests Act, the Minister for Environment and Natural Resources, gives twenty-eight (28) days, notice, with effect from the date of the publication of this notice, of his intention to declare that the boundaries of the South-western Mau Forest shall be altered so as to exclude the area described in the schedule hereto.

SCHEDULE

An area of land of approximately 159.5 hectares, known as L.R. Nos. 17470/1, 17470/2 and 17470/R, lying within and adjoining the north-western boundary of South-western Mau Forest, situated approximately 3.5 kilometres east of Kericho Municipality in the Kericho District, Rift Valley Province, the boundaries of which are more particularly delineated edged red, on the Boundary Plan No. 175/337, which is signed and sealed with the seal of the Survey of Kenya, and deposited

at the Survey Records Office, Survey of Kenya, Nairobi, and a copy of which may be inspected at the office of the District Forest Officer, Forest Department, Kericho.

Dated the 24th February, 1994.

J. K. SAMBU,
Minister for Environment and
Natural Resources.

GAZETTE NOTICE No. 920

THE PUBLIC HOLIDAYS ACT

(Cap. 110)

IDD-UL-FITR

IT IS notified for public information that the public holiday for Idd-Ul-Fitr for 1994, shall be observed throughout Kenya, on Tuesday, 15th March, 1994.

Dated the 2nd March, 1994.

P. M. MBITHI,
Permanent Secretary,
Secretary to the Cabinet and
Head of the Public Service.

GAZETTE NOTICE No. 921

THE OATHS AND STATUTORY DECLARATIONS ACT

(Cap. 15)

A COMMISSION

To All To Whom These Presents Shall Come Greeting:

BE IT KNOWN that on 27th January, 1994—

GRACE MUDOLA MAGUNGA

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 she continues to practise as such advocate and this commission is not revoked.

Given under my hand and the seal of the court, on 27th January, 1994.

F. K. APALOO,
Chief Justice.

GAZETTE NOTICE No. 922

THE OATHS AND STATUTORY DECLARATIONS ACT

(Cap. 15)

A COMMISSION

To All To Whom These Presents Shall Come Greeting:

BE IT KNOWN that on 28th January, 1994—

HENRY MUCHIMI MBAKA

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 on 28th January 1994.

F. K. APALOO,
Chief Justice.

GAZETTE NOTICE No. 923

THE OATHS AND STATUTORY DECLARATIONS ACT

(Cap. 15)

A COMMISSION

To All To Whom These Presents Shall Come Greeting:

BE IN KNOWN that on 1st February, 1994—

KAMAU JOSEPH KANIA

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, on 1st February, 1994.

F. K. APALOO,
Chief Justice.

GAZETTE NOTICE No. 924

THE OATHS AND STATUTORY DECLARATIONS ACT

(Cap. 15)

A COMMISSION

To All To Whom These Presents Shall Come Greeting:

BE IT KNOWN that on 7th February, 1994—

MARTIN KUGWA NJOROGE

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, on 7th February, 1994.

F. K. APALOO,
Chief Justice.

GAZETTE NOTICE No. 925

THE OATHS AND STATUTORY DECLARATIONS ACT

(Cap. 15)

A COMMISSION

To All To Whom These Presents Shall Come Greeting:

BE IT KNOWN that on 9th February, 1994—

JAMES WAFULA MASAI

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, on 9th February, 1994.

F. K. APALOO,
Chief Justice.

GAZETTE NOTICE No. 926

THE REGISTRATION OF TITLES ACT

(Cap. 281, section 71)

ISSUE OF A PROVISIONAL CERTIFICATE

WHEREAS Gladys Nyokabi Ngugi as the administratrix of the estate of Judson Ngugi (deceased), of P.O. Box 899, Kikuyu, is registered proprietor as lessee of that piece of land known as L.R. No. 182/25, situate in the south-west of Kikuyu, by virtue of a certificate of title registered as I.R. 43895/1, and whereas sufficient evidence has been adduced to show that the said certificate of title registered as I.R. 43895/1 has been lost, notice is given that after the expiration of ninety (90) days from the date hereof, I shall issue a provisional certificate of title provided that no objection has been received within that period.

Dated the 4th March, 1994.

F. I. LUBULELLAH,
Registrar of Titles, Nairobi.

GAZETTE NOTICE No. 927

THE REGISTRATION OF TITLES ACT

(Cap. 281, section 71)

ISSUE OF A PROVISIONAL CERTIFICATE

WHEREAS Musa Hassan Bulhan, of P.O. Box 43356, Nairobi, is the registered proprietor as lessee of that piece of land known as L.R. No. 209/5930, situate in the city of Nairobi, by virtue of a grant registered as I.R. 17860/1, and whereas sufficient evidence has been adduced to show that the said grant registered as I.R. 17860/1 has been lost, notice is given that after the expiration of ninety (90) days from the date hereof, I shall issue a provisional certificate of title provided that no objection has been received within that period.

Dated the 4th March, 1994.

F. I. LUBULELLAH,
Registrar of Titles, Nairobi.

GAZETTE NOTICE NO. 928

THE REGISTRATION OF TITLES ACT

(Cap. 281, section 71)

ISSUE OF A PROVISIONAL CERTIFICATE

WHEREAS Hussein Haji Suleman Haji, of P.O. Box 81114, Mombasa, is the registered proprietor in fee simple of that piece of land known as subdivision No. 476, section V, mainland piece of land containing 22.4 acres or thereabout, known registered as C.R. 12962/1, and whereas sufficient evidence has been adduced to show that the certificate of title registered as C.R. 12962/1 has been lost, notice is given that, I shall issue a new certificate of title at the expiration of ninety (90) days from the date hereof unless a written objection is received within that period.

Dated the 4th March, 1994.

L. M. MUTTIMOS,
Senior Registrar of Titles, Mombasa.

GAZETTE NOTICE NO. 929

THE REGISTRATION OF TITLES ACT

(Cap. 281)

REGISTRATION OF INSTRUMENT

WHEREAS (1) Peter Frederick Milton and (2) David Ernest Bryden Besant, both of P.O. Box 21003, Nairobi, are the registered proprietors as lessees of that piece of land containing 0.2020 hectare or thereabouts, known as L.R. No. 209/3531/8, situate in the city of Nairobi, held under lease registered as I.R. 7699/6, and whereas the said (1) P. F. Milton and (2) D. E. Bryden Besant, have executed an instrument of transfer in favour of Julius Mukuria Kinuthia, of P.O. Box 21003, Nairobi, and whereas an affidavit has been filed in terms of section 65 (1) (h) of the said Act, declaring that the said lease registered as I.R. 7699/6, is not available for registration, notice is given that after the expiration fourteen (14) days from the date hereof provided that no objection has been received within that period I intend to dispense with the production of the said lease and proceed with the registration of the said instrument of transfer.

Dated the 4th March, 1994.

F. I. LUBULELLAH,
Registrar of Titles, Nairobi.

GAZETTE NOTICE NO. 930

THE REGISTRATION OF TITLES ACT

(Cap. 281)

REGISTRATION OF INSTRUMENT

WHEREAS Judson Ngugi (deceased), of P.O. Box 899, Kikuyu, is the registered proprietor as lessee of that piece of land containing 6.048 hectares or thereabout, known as L.R. No. 182/25, situate south-west of Kikuyu, held under certificate of title registered as I.R. 43895/1, and whereas the said Judson Ngugi (deceased), had executed an instrument of discharge in favour of Kenya Commercial Bank Limited, a limited liability company incorporated in Kenya, having its registered office at Nairobi, as P.O. Box 30081, Nairobi, and whereas an affidavit has been filed in terms of section 65 (1) (h) of the said Act, declaring that the said certificate of title registered as I.R. 43895/1 is not available for registration, notice is given that after the expiration of fourteen (14) days from the date hereof provided that no objection has been received within that period, I intend to dispense with the production of the said certificate of title and proceed with the registration of the said instrument of transfer.

Dated the 4th March, 1994.

F. I. LUBULELLAH,
Registrar of Titles, Nairobi.

GAZETTE NOTICE NO. 931

THE REGISTRATION OF TITLES ACT

(Cap. 281)

REGISTRATION OF INSTRUMENT

WHEREAS Hussein Haji Suleman Haji, of P.O. Box 81114, Mombasa, is the registered proprietor in fee simple of that piece of land containing 22.4 acres or thereabout, known as subdivision No. 476, section V, mainland north within Mombasa Municipality in Mombasa District, held under a certificate of title registered as C.R. 12962/1, and whereas the said Hussein Haji Suleman Haji has executed a transfer in favour of Mwatate Distributors Limited, of P.O. Box 31, Mwatate, and whereas an affidavit has been filed in terms of section 65 (1) (h) of the said Act, declaring that the said certificate of title registered as C.R. 12962/1, is not available for registration, notice is given that after the expiration of fourteen (14) days from the date hereof, provided that no objection has been received within that period, I intend to dispense with the production of the said grant and proceed with the registration of the said instrument of surrender.

Dated the 4th March, 1994.

L. M. MUTTIMOS,
Senior Registrar of Titles, Mombasa.

GAZETTE NOTICE NO. 932

THE REGISTERED LAND ACT

(Cap. 300, section 33)

REGISTRATION OF INSTRUMENT

WHEREAS (1) William Charles Henry and (2) Joseph Mugo Muchira, both of P.O. Box 118, Meru, are registered as proprietors of that piece of land known as parcel No. Ntima/Igoki/4167, situate in Meru District, and whereas the executive officer I of the Meru law courts on behalf of the above-named court at Nyeri in civil suit No. C.C. No. 38/91, formerly Meru H.C.C.C. No. 181/90, has ordered that the said piece of land be transferred to Kenya Compassion Church of Christ, Meru Branch, of P.O. Box 118, Meru, and whereas the executive officer of the court has in pursuance to an order of the said court executed a transfer of the said piece of land in favour of Kenya Compassion Church of Christ, Meru Branch, of P.O. Box 118, Meru, and whereas all efforts made to compel the registered proprietors to surrender the land title deed issued in respect of the said piece of land to the land registrar have failed, notice is given that after the expiration of thirty (30) days from the date hereof provided no valid objection has been received within that period, I intend to dispense with the production of the said title deed and proceed with the registration of the said instrument of transfer and issue a land title deed to the said Kenya Compassion Church of Christ, Meru Branch, and upon such registration the land title deed issued earlier to the said (1) William Charles Henry and (2) Joseph Mugo Muchira shall be deemed to be cancelled and of no effect.

Dated the 4th March, 1994.

A. O. IKELLO,
Land Registrar,
Meru District.

GAZETTE NOTICE NO. 933

THE REGISTERED LAND ACT

(Cap. 300, section 33)

REGISTRATION OF INSTRUMENT

WHEREAS Gerald Mwamba M'Ibirro, of P.O. Box 87, Gaitu, Meru, is registered as proprietor of that piece of land known as parcel Nos. Abothuguchi/L-Kaongo/327 and 85, situate in Meru District, and whereas the High Court of Kenya at Meru in succession cause No. 8 of 1988, has ordered that the said piece of land be transferred to Cypriano Murianki M'Mwamba, of P.O. Box 87, Gaitu, and whereas the deputy registrar of the court has in pursuance to an order of the said court executed a transfer of the said piece of land in favour

of Cypriano Murianki M'Mwamba, of P.O. Box 87, Gaitu, and whereas all efforts made to compel the registered proprietor to surrender the land title deed issued in respect of the said piece of land to the land registrar have failed, notice is given that after the expiration of thirty (30) days from the date hereof provided no valid objection has been received within that period, I intend to dispense with the production of the said land title deed and proceed with the registration of the said instrument of transfer and issue a land title deed to the said Cypriano Murianki M'Mwamba and upon such registration the land title deed issued to the said Gerald Mwamba M'Ibirro shall be deemed to be cancelled and of no effect.

Dated the 4th March, 1994.

A. O. AKELLO,
Land Registrar,
Meru District.

GAZETTE NOTICE No. 934

THE REGISTERED LAND ACT
(Cap. 300, section 33)

REGISTRATION OF INSTRUMENT

WHEREAS (1) Njoka Mugane, (2) Nyaga Warui, (3) Njeru Nyaga, (4) Alfred Nyaga Simon Njuki, (5) John Mbogo Symon, (6) Njeru Kamurango, (7) Njagi Njuguna, (8) Geoffrey Gaturu Gakaivi, (9) Leonard Njiru Chege, (10) Chege Katharaka, (11) Peter Njeru Chege, (12) Alfred Njue Njiru, (13) Fredrick Maina Ndura, (14) Mutitu Karua, (15) Wamwati Ndathi, (16) Joseph Kinyua Munene, (17) Simon Munene Gitara, (18) Geoffrey Njeru Nyaga, (19) Kanjuru Kamonyo, (20) Mvungu Kavaragu, (21) Kinyua Kiabi, (22) Giteng'u Njagi, (23) Jonah Njagi, (24) Philip Gichovi Ndwiga, (25) Loise Warwe Ndwiga, (26) George Mwai Kigundu, (27) Reuben Njagi Njoroge, (28) Ireri Karurii, (29) Ndwiga Karurii, (30) Mwaniki Miano, (31) Munene Matu, (32) Ernest Ngari Karanga, (33) Silvester Njiru Peter, (34) Benard Ireri Mutu, (35) Ndwiga Ruita, (36) Njagi Njiru, (37) James Njeru Nyaga, (38) John Njue Ngari, (39) Joseph Ndwiga Nyaga and (40) Ndagara Karuita, all of Kitithu Location, Embu, are registered as proprietors of those pieces of land known as parcel Nos. Gaturi/Githimu/1371, 1372, 1375, 1377, 1379, 1382, 1383, 3843, 3844, 3845, 3846, 3707, 3708, 3881, 3896, 3897, 3798, 3899, 3900, 4178, 4179, 4312, 4925, 4314, 4316, 4317, 4320, 4359, 4360, 4777, 4889, 4890, 4891, 4892, 4983, 4984, 5024, 4926, 5025, 5026, 5027, 5028, 6101, 6102, 6254, 6255, 6882 and 6883, situate in Embu District; and whereas the principal magistrate's court at Embu in civil case No. 3 of 1985, has issued an order that the land registers of the said pieces of land be rectified under section 143 (1) of the Registered Land Act, by cancelling all the names of the current registered owners of all the said parcels of land and register them in the name of Njeru Kavandango, of c/o Kithegi Primary School, Manyatta, and whereas all efforts made to compel the registered proprietors to surrender the land title deeds issued in respect of the said pieces of land to the land registrar have failed, notice is given that after the expiration of thirty (30) days from the date hereof provided no valid objection has been received within that period, I intend to dispense with the production of the said land title deeds and proceed with the rectification of the said land registers and issue land title deeds to the said Njeru Kavandango and upon such rectification the land title deeds issued earlier to the said (1) Njoka Mugane, (2) Nyaga Warui, (3) Njeru Nyaga, (4) Alfred Nyaga Simon Njuki, (5) John Mbogo Symon, (6) Njeru Kamurango, (7) Njagi Njuguna, (8) Geoffrey Gaturu Gakaivi, (9) Leonard Njiru Chege, (10) Chege Katharaka, (11) Peter Njeru Chege, (12) Alfred Njue Njiru, (13) Fredrick Maina Ndura, (14) Mutitu Karua, (15) Wamwati Ndathi, (16) Joseph Kinyua Munene, (17) Simon Munene Gitara, (18) Geoffrey Njeru Nyaga, (19) Kanjuru Kamonyo, (20) Mvungu Kavaragu, (21) Kinyua Kiabi, (22) Giteng'u Njagi, (23) Jonah Njagi, (24) Philip Gichovi Ndwiga, (25) Loise Warwe Ndwiga, (26) George Mwai Kigundu, (27) Reuben Njagi Njoroge, (28) Ireri Karurii, (29) Ndwiga Karurii, (30) Mwaniki Miano, (31) Munene Matu, (32) Ernest Ngari Karanga, (33) Silvester Njiru Peter, (34) Benard Ireri Mutu, (35) Ndwiga Ruita, (36) Njagi Njiru, (37) James Njeru Nyaga, (38) John Njue Ngari, (39) Joseph Ndwiga Nyaga and (40) Ndagara Karuita shall be deemed to be cancelled and of no effect.

Dated the 4th March, 1994.

J. M. MURIUKI,
Land Registrar,
Embu District.

GAZETTE NOTICE No. 935

THE REGISTERED LAND ACT

(Cap. 300, section 33)

REGISTRATION OF INSTRUMENT

WHEREAS Mutua Kamunzyu, of P.O. Tala, is registered as proprietor of that piece of land known as parcel No. Matungulu/Sengani/1211, situate in Machakos District, and whereas the resident magistrate's court at Kangundo in civil suit No. 62 of 1993, has ordered that the said piece of land be transferred to Nathan Ndilu Mbatha, of P.O. Box 31, Tala, and whereas the land title deed of the said parcel of land is held by Mutua Kamunzyu, and whereas all efforts made to compel him to surrender the land title deed issued in respect of the said piece of land to the land registrar have failed, notice is given that after the expiration of thirty (30) days from the date hereof, provided no valid objection has been received within that period, I intend to dispense with the production of the said land title deed proceed with the registration of the instrument of transfer and issue a land title deed to the said Nathan Ndilu Mbatha and upon such registration the land title deed issued earlier to the said Mutua Kamunzyu shall be deemed to be cancelled and of no effect.

Dated the 4th March, 1994.

S. N. NYOWE,
Land Registrar,
Machakos District.

GAZETTE NOTICE No. 936

THE REGISTERED LAND ACT

(Cap. 300, section 35)

ISSUE OF A NEW LAND TITLE DEED

WHEREAS Muthungu Daud, of P.O. Box 28, Makueni in the Republic of Kenya, is registered as proprietor in absolute ownership interest of that piece of land containing 24.5 acres or thereabout, situate in the district of Makueni, known as parcel No. 101, registered under title No. Makueni/Kikumini/101, and whereas sufficient evidence has been adduced to show that the land title deed issued thereof has been lost, notice is given that after the expiration of sixty (60) days from the date hereof, I shall issue a new land title deed provided that no objection has been received within that period.

Dated the 4th March, 1994.

S. N. NYOWE,
Land Registrar,
Machakos District.

GAZETTE NOTICE No. 937

THE REGISTERED LAND ACT

(Cap. 300, section 35)

ISSUE OF A NEW LAND TITLE DEED

WHEREAS Muteti Maende, of P.O. Box 72197, Nairobi in the Republic of Kenya, is registered as proprietor in absolute ownership interest of that piece of land containing 1.3 hectares or thereabout, situate in the district of Machakos, known as parcel No. 438, registered under title No. Kangundo/Isinga/438, and whereas sufficient evidence has been adduced to show that the land title deed issued thereof has been lost, notice is given that after the expiration of sixty (60) days from the date hereof, I shall issue a new land title deed provided that no objection has been received within that period.

Dated the 4th March, 1994.

S. J. KANYORO,
Land Registrar,
Machakos District.

GAZETTE NOTICE No. 938

THE REGISTERED LAND ACT

(Cap. 300, section 35)

ISSUE OF A NEW LAND TITLE DEED

WHEREAS Mutiwa Ndangili Kaleli, of P.O. Box 66, Masii in the Republic of Kenya, is registered as proprietor in absolute ownership interest in that piece of land containing 3.4 hectares or thereabout, situate in the district of Machakos, known as parcel No. 878, registered under title No. Muthetheni/Kionyweni/878, and whereas sufficient evidence has been adduced to show that the land title deed issued thereof has

been lost, notice is given that after the expiration of sixty (60) days from the date hereof, I shall issue a new land title deed provided that no objection has been received within that period.

Dated the 4th March, 1994.

S. J. KANYORO,
Land Registrar,
Machakos District.

GAZETTE NOTICE No. 939

THE REGISTERED LAND ACT

(Cap. 300, section 35)

ISSUE OF A NEW LAND TITLE DEED

WHEREAS (1) Baranaba Lidebe Amazima and (2) Jacob Mwiwa Kibai, both of P.O. Box 44, Tiriki and P.O. 109, Kaimosi, respectively, are registered as proprietors of those pieces of land known as parcel No. Tiriki/Shiru/1082 and 1083, situate in Kakamega District, and whereas the principal magistrate's court at Kakamega in civil suit No. 360/90, has ordered that above subdivision be nullified and original No. Tiriki/Shiru/735, be recreated, and whereas all efforts made to compel the registered proprietors to surrender the land title deeds issued in respect of the said pieces of land to the land registrar have failed, notice is given that after the expiration of thirty (30) days from the date hereof provided no valid objection has been received within that period, I intend to dispense with the production of the said land title deeds and proceed with the recreation of the said instrument No. Tiriki/Shiru/735, and upon such recreation the land title deeds issued earlier to the said (1) Baranaba Lidebe Amazima and (2) Jacob Mwiwa Kibai shall be deemed to be cancelled and of no effect.

Dated the 4th March, 1994.

GEORGE TINDI,
Land Registrar,
Kakamega District.

GAZETTE NOTICE No. 940

THE REGISTERED LAND ACT

(Cap. 300, section 35)

ISSUE OF A NEW LAND TITLE DEED

WHEREAS James Omuroka Mandu, of P.O. Box 471, Yala in the Republic of Kenya, is registered as proprietor in absolute ownership interest of that piece of land containing 0.5 hectare or thereabouts, situate in the district of Kakamega, known as parcel No. 543, registered under title No. Bunyore/Ebusiekwe/543, and whereas sufficient evidence has been adduced to show that the land title deed issued thereof has been lost, notice is given that after the expiration of sixty (60) days from the date hereof, I shall issue a new land title deed provided that no objection has been received within that period.

Dated the 4th March, 1994.

GEORGE TINDI,
Land Registrar,
Kakamega District.

GAZETTE NOTICE No. 941

THE REGISTERED LAND ACT

(Cap. 300, section 35)

ISSUE OF A NEW LAND TITLE DEED

WHEREAS Hudson Mugobwa Sande, of P.O. Box 84968, Mombasa in the Republic of Kenya, is registered as proprietor in absolute ownership interest of that piece of land, situate in the district of Kakamega, known as parcel No. 943, registered under title No. Chavakali/943, and whereas sufficient evidence has been adduced to show that the land title deed issued thereof has been lost, notice is given that after the expiration of sixty (60) days from the date hereof, I shall issue a new land title deed provided that no objection has been received within that period.

Dated the 4th March, 1994.

GEORGE TINDI,
Land Registrar,
Kakamega District.

GAZETTE NOTICE No. 942

THE LIQUOR LICENSING ACT

(Cap. 121)

THE LAIKIPIA LIQUOR LICENSING COURT

Statutory Meeting

NOTICE is given that the next statutory meeting of the Laikipia Liquor Licensing Court will be held in the District Commissioner's office, Nanyuki, on Monday, 9th May, 1994, at 10 a.m.

Applications to be considered at this meeting whether for new, renewal, transfer, removal or conversion of licences should be submitted on the prescribed form G.P. 147 (or form G.P. 148 in case of transfer and removal) in triplicate, with a KSh. 10 adhesive revenue stamp affixed on the original copy only and address to the Chairman, Laikipia Liquor Licensing Court, P.O. Box 11, Nanyuki, so as to reach him on or before 25th March, 1994.

Late applications will only be considered if received on or before 10th April, 1994, and on payment of KSh. 500, being late application fee.

Applicants for new, transfer, removal or conversion of licences must appear in person before the liquor licensing court or be represented by an advocate. Attendance in court by renewal applicants is optional unless there are objections in which case attendance is desirable.

Applicants for renewal must attach photostat copies of their previous licences and send their applications by registered post or deliver them by hand.

M. A. SALEH,
Chairman,
Laikipia Liquor Licensing Court.

GAZETTE NOTICE No. 943

THE LIQUOR LICENSING ACT

(Cap. 121)

THE NANDI LIQUOR LICENSING COURT

Statutory Meeting

NOTICE is given that the next statutory meeting of the Nandi Liquor Licensing Court will be held in the District Commissioner's office, Kapsabet, on Monday, 9th May, 1994, at 10 a.m.

Application to be considered at this meeting whether for new, renewal, transfer, removal or conversion of licences should be submitted on the prescribed form G.P. 147 (or form G.P. 148 in case of transfer and removal) in triplicate, with a KSh. 10 adhesive revenue stamp affixed on the original copy only and addressed to the Chairman, Nandi Liquor Licensing Court, P.O. Box 30, Kapsabet, so as to reach him on or before 25th March, 1994.

Late applications will only be considered if received on or before 10th April, 1994, and on payment of KSh. 500, being late application fee.

Applicants for new, transfer, removal or conversion of licences must appear in person before the liquor licensing court or be represented by an advocate. Attendance in court by renewal applicants is optional unless there are objections in which case attendance is desirable.

Applicants for renewal must attach photostat copies of their previous licences and send their applications by registered post or deliver them by hand.

F. S. K. BAYAH,
Chairman,
Nandi Liquor Licensing Court.

GAZETTE NOTICE No. 944

THE INDUSTRIAL COURT
CAUSE NO. 11 OF 1992*Parties:*

Amalgamated Union of Kenya Metal Workers
and
Car and General (K) Limited

Issue in dispute:

Termination of services of ninety (90) employees by the above-mentioned company.

THE Amalgamated Union of Kenya Metal Workers, shall hereinafter be referred to as the claimants, and Car and General (K) Limited shall hereinafter be referred to as the respondents.

The parties were heard in Nairobi, on 16th June, 1992, 18th June, 1992, and 18th January, 1993, 19th January, 1993, 20th January, 1993, 21st January, 1993, 22nd January, 1993, 23rd March, 1993, 6th April, 1993, 7th April, 1993, 18th May, 1993, 19th May, 1993, 22nd June, 1993, 23rd June, 1993, 29th July, 1993, 1st September, 1993, 2nd September, 1993, 8th September, 1993 and 30th September, 1993. In addition to the parties written and verbal submissions they called the following witnesses to give evidence on oath.

Claimants.—John Chege, Job Amukabane, Andrew Mulima Washindi and John Shigoli.

Respondents.—Charles Gabriel Wamalwa and George M. Musindi.

AWARD

In accordance with section 8 of the Trade Disputes Act, the Minister for Labour referred this dispute to the Industrial Court on 14th January, 1992, concerning termination of services of ninety (90) employees by the respondents.

These ninety (90) employees lost their jobs with the respondents as a consequence of a work stoppage which took place at the respondents undertaking from Friday, 9th February, 1990, until 12th February, 1990, on which date the workers were asked by the P.L.O., Nairobi to resume work by 3 p.m. and if they were not at their workplace by the 3 p.m. deadline they should not blame anybody for the consequences that might follow. At this stage there was a total work stoppage by the respondent's unionisable employees.

The respondents maintained that all the workers had dismissed themselves and asked those who wanted to work to re-apply for employment and in due course all of them were re-employed except the ninety (90) who are the grievants in this dispute.

The ninety (90) grievants had served the respondents as follows:

| | | | | | |
|-------------------------|-----|-----|-----|-----|----|
| Twenty years and above | ... | ... | ... | ... | 9 |
| Fifteen years and above | ... | ... | ... | ... | 21 |
| Ten years and above | ... | ... | ... | ... | 19 |
| Five years and above | ... | ... | ... | ... | 29 |
| Less than five years | ... | ... | ... | ... | 12 |

90

The claimants two top representatives were at the respondent's premises as early as 8.30 a.m. on the day the work stoppage started but were not able to contain the situation. Meetings were held between them and the management and the P.L.O., Nairobi, but the shop stewards involved were absent at all these meetings either by design or they were not informed or they were not provided with transport.

The conduct of certain senior officials of the claimants in subsequent developments of this dispute is questionable indeed as will become evident hereinafter in this award.

The fact, however, remains that the claimants reported a trade dispute to the Minister for Labour on 11th February, 1991, on the following two (2) issues:

(a) Termination of services of ninety (90) employees by the above-named company.

(b) Re-instatement of the services of 300 employees after re-employing them back to their former jobs after their dismissal.

On 14th March, 1991, the claimants undertook to withdraw the whole dispute as reported above over the issue of termination of services of ninety (90) employees by the respondents. The claimants and the respondents also agreed that the services of those employees who were re-engaged after the strike will be reinstated, i.e., services for each of them was to begin from the date of original employment.

The claimants informed the Ministry of Labour of the agreement but since the ninety (90) grievants were not at all happy at this turn of events they had approached COTU (K) and the Ministry of Labour for their assistance to get them their jobs back.

On 11th April, 1991, the Permanent Secretary, Ministry of Labour, directed both the parties to get in touch with Mr. G. A. Omondi, for assistance in resolving the case of these ninety (90) employees either by their reinstatement or by payment of their terminal dues.

On 14th May, 1991, Mr. Omondi, met the parties where both the claimants and the respondents put forward their views.

The claimants position was that they wanted all the workers who went on strike to be taken back but the respondents had rejected this demand. The respondents, however, after protracted discussions agreed to reinstate 335 workers without loss of previous service. The claimants were not interested in the method used in selecting them. The claimants wanted the case of these ninety (90) workers to go forward but they would not defend them but would brief COTU (K) or get a lawyer to handle their case.

The respondents strongly maintained that there was no dispute between the parties and were at a loss to understand how the ministry wanted to assist them which request was unusual. The respondents maintained that the workers terminated their contracts after refusal to return to work despite appeals by the claimants and the Ministry of Labour. They saw no basis for forwarding the dispute further and refused to sign Form "A".

The court conducted a very lengthy hearing taking nineteen (19) days during which many witnesses were called and the parties made copious and comprehensive written and verbal submissions.

The court has very carefully evaluated the evidence of the various witnesses and analyzed the parties submissions. The court finds the following facts to have been established:

1. The strike started at about 7 a.m. on the morning of Friday, 9th February, 1990, at the Milling and Moulded Products Division:

The reason for the strike was the warning letters which had been issued to some workers for being absent from duty without lawful cause or excuse on Saturday, 3rd February, 1990, and no satisfactory explanation was given by them on 8th February, 1990.

The prime mover behind the strike was one of the shop stewards, John Chege.

The court notes certain mistakes in these warning letters and is surprised not without suspicion at the laxity on the part of the management in such an important matter.

The strike then spread to all the other sections after all the shop stewards had gone back to their divisions after first having met at the Milling and Moulded Products Division and by lunch time or soon thereafter 425 employees were on strike.

Two senior officials of the claimants, Tindi and Wanyanga were seen at the premises around 8 or 8.30 a.m. but they were not able to contain the situation and boarded a *matatu* and disappeared to some other destination obviously the shop stewards had no time for them.

2. Meetings between the management and the union officials were convened first at the respondent's premises and then at the offices of the P.L.O., Nyayo House. Conspicuous by their absence at those meetings were the shop stewards:

The court believes the shop stewards deliberately abstained from attending these meetings. The explanations put forward by them for not attending these meetings was not satisfactory at all.

3. It is obvious that since the meetings between the management and the claimants were not resolving the strike issue this prompted the P.L.O., Nairobi, to go and address the striking workers near the respondent's premises on 12th February at or about 1 p.m. Top members of the management and the two (2) senior officials of the claimants were invited by the P.L.O. to address the workers before he addressed them at length:

The P.L.O. advised every employee who was out on this illegal strike to resume duty by 3 p.m., that day. He further warned the employees that if they did not resume duty then they should not blame anybody for the consequences that might follow. Finally, he advised the shop stewards to follow the laid down machinery in tackling their grievances.

4. Notwithstanding the above advice, the workers did not resume work and the court rejects their explanation that the police prevented them from resuming work.

5. The court notes that at no stage was this strike declared illegal by the Minister for Labour, as required under section 28 of the Trade Disputes Act:

The court also notes with concern that no return-to-work formula was prepared by the parties with the assistance of the Ministry of Labour.

6. The respondents posted notices on all the doors and notice boards informing the strikers that they had dismissed themselves effective 12th February, 1990, for failing to resume duty by 3 p.m., as directed by the P.L.O., and if they wished to be considered for re-employment they should apply:

By 14th February, 1990, almost all the striking employees had re-applied for re-engagement using the application forms for employment and as has been stated hereinbefore all the striking employees except the ninety (90) grievants were given their jobs back and in due course all their previous years of service were restored.

The ninety (90) grievants who were in a way disowned by the claimants are fighting for their rights with the assistance of C.O.T.U. (K), who were asked by the claimants to take over the case.

7. While the claimants and the respondents are still engaged in the tussle regarding the ninety (90) employees who were not re-employed the respondents on or about March 1991, offered the workers who had been re-employed an early voluntary retirement scheme and offered the following benefits to those employees opting for this scheme:

1. The days worked up to 30th April, 1991, calculated at current rate of pay.
2. Days of leave earned up to and including 30th April, 1991.
3. Leave travelling allowance earned up to and including 30th.
4. Seventeen (17) days' *ex gratia* payment for every completed year of service.
5. Three (3) months' *ex gratia* pay.
6. Refund of accrued benefits of staff pension scheme as at 30th April, 1990, to those who are members in accordance with the rules.

8. Early this year the respondents have undergone major structural changes with the result that the respondents are now holding company only to the following wholly owned subsidiaries :

- (a) Car and General (Industries) Ltd.
- (b) Car and General (Automotive) Ltd.
- (c) Car and General Trading Ltd.
- (d) Car and General (Welditec) Ltd.

This change was announced in the newspapers on 26th February, 1993.

Having established the above facts the court would now like to deal with the substantive submissions and issues at stake.

There is no doubt at all that the work stoppage on 9th February, was illegal as the complaining party had not exhausted the laid down procedures both voluntary and statutory. The shop stewards did not want to have recourse to these procedures and instead managed to stage a total strike in all the departments.

However, the strike was not officially declared illegal by the Minister for Labour and no return-to-work formula was hammered out by the parties although the Provincial Labour Officer, Nairobi, did go to the striking workers on 14th February, and advised them to report for duty by 3 p.m. otherwise the workers would bear the consequences.

The workers having failed to report for duty as advised by the P.L.O. the respondents decided to inform the workers that they had dismissed themselves and would now have to re-apply for the jobs if they wanted to work.

The respondents used the P.L.O.'s advise as a tool to issue the notice to all the workers that they had dismissed themselves from work. Generally, such situations in the country are resolved by a return-to-work formula which invariably includes the clause that no worker will be victimized.

This omission of a return-to-work formula and the questionable behaviour of the claimant's officials in the purported withdrawal of the dispute regarding these ninety (90) workers from the report of their dispute to the Ministry of Labour is mysterious indeed.

It is obvious that the respondents had been planning a re-organization of their enterprise and were contemplating reduction of their labour-force hence the establishment of their four wholly owned subsidiaries and the early retirement scheme. The strike by the workers and the absence of a return-to-work formula gave the respondents an excellent chance of reducing their work-force. There is no evidence at all that the respondents employed other ninety (90) workers in place of the ninety (90) grievants.

Normally in a situation like this only the ring-leaders or the inciters are not offered re-employment. The respondents however got rid of ninety (90) of their employees including forty-nine (49) workers who had served them for more than ten (10) years.

Initially the workers were at fault as they started a strike on the issuance of warning letters to some of their colleagues for absence from work without a justifiable cause.

The court believes that the circular dated 25th May, 1987, Re: Saturday off-duty had lapsed although it would have been better if it had been cancelled in writing. The shop stewards and the workers were aware all along that this circular was no longer being implemented.

Its place had been taken over by other working arrangements. The claimants have tried to use this circular to justify the absence of some workers on the Saturday in question and to persuade the court that the warning letters were not valid. The shop stewards should have done this by following the laid down machinery instead of causing a total strike.

The workers having committed a default the subsequent events, however, leave a bad taste and smack of unfair labour practice.

The absence of a return-to-work formula and the respondents decision not to re-employ ninety (90) of the striking employees only confirms that the respondents used this illegal strike to reduce their work-force.

The court can see no justifiable reason why the respondents did not re-employ the ninety (90) employees as well as the other approximately 335 employees who were also on strike. Some of the other shop stewards were also re-employed.

After careful consideration of all the submissions the court has come to the conclusion that the ninety (90) workers except the ring-leader, Mr. Chege, have been deprived of their employment unlawfully. To find otherwise would be to create a precedent which the employers in the country would readily adopt to the detriment of industrial relations in that it would become difficult to settle illegal strikes.

The court, accordingly awards that the aforesaid ninety (90) employees with the exception of the shop steward, Mr. Chege, should suffer a normal termination and, in addition, the respondents should pay them compensation as specified below:

Those with more than twenty (20) years' service should be given ten (10) months' salary.

Those with more than fifteen (15) years' service should be given eight (8) months' salary.

Those with more than ten (10) years' service, should be given six (6) months' salary.

Those with more than five (5) years' service, should be given four (4) months' salary.

The remaining, two (2) months' salary.

The court further directs that the compensation of those employees who had two (2) valid warnings at the time of the alleged dismissal should be halved.

Dated the 29th December, 1993.

S. R. COCKAR,
Judge.

Members.
C. LUBEMBE,
M. MUNYAO,

GAZETTE NOTICE NO. 945

**MINISTRY OF AGRICULTURE, LIVESTOCK
DEVELOPMENT AND MARKETING
(AGRICULTURAL ENGINEERING DIVISION)**

GENERAL NOTICE NO. AGRIC./AED/2/1994

NOTICE is given for general information that after a careful review of the current personnel and machinery hire charges used by the Agricultural Mechanization Service of the Ministry, and now the crucial need for sustainable irrigation and drainage services to small scale irrigation farmers, a revision has been made for A.M.S. services and charges introduced for irrigation and drainage services, from 1st February, 1994.

The new charges appear on the application form called "Application for Agricultural Engineering Services" and referred to as Form AED/February/1994. This form now includes the mechanized soil and water conservation service charges, tractor hire service charges, and irrigation and drainage service charges.

All A.M.S. and I.D.S. jobs started before 1st February, 1994, will be charged at the old rates, while all services started after that date must be applied for afresh on the revised application form and will be charged at new rates. For an applicant to be included in A.M.S. or I.D.S. programme, he/she should apply for the services at the nearest A.M.S. station or irrigation and drainage offices depending on service being applied for. Application for either above services can be made at the office of the district agricultural officer. The Ministry of Agriculture, Livestock Development and Marketing requires that the applicant completes and signs an application form, detailing type of services required and the mode of payment.

Applicants will be required to understand and accept the rate of charge.

SCHEDULE

**MINISTRY OF AGRICULTURE, LIVESTOCK
DEVELOPMENT AND MARKETING
AGRICULTURAL ENGINEERING DIVISION**

The Manager/Irrigation Engineer,

P.O. Box

APPLICATION FOR AGRICULTURAL ENGINEERING SERVICES

In making this application, I have read and understood conditions under which the work will be undertaken, as outlined in sections C, D and E.

In accordance with the requirements of the Permanent Secretary, Ministry of Agriculture, Livestock Development and Marketing, I wish to apply for Agricultural Engineering Services, to be carried out on my farm as per my instructions, or those of my authorized representative(s).

A. PERSONAL DETAILS:

Full name

In block letters

Residential address

Tel.:

Farm L.R. No.

District

Location

Method of payment:

- (a) Cash
- (b) Bankers cheque
- (c) Other methods (specify)

I have attached as per the compulsory requirement my national ID. and copy passport size photograph to this application.

Other information:

SCHEDULE—(Contd.)

B. WORK DETAILS:

(Type of service applied for)

- | | |
|---|-------------|
| 1. Farm mapping (with contours) | ha. |
| 2. Farm survey and layout | ha. |
| 3. Farm survey and demarcation | ha. |
| 4. Perimeter survey for hectareage/boundary determination | |
| 5. Survey and design for dams, water holes, huffier tanks, irrigation | ha./number. |
| 6. Dams/water holes construction | |
| 7. Terracing/cut-off drains | ha./km. |
| 8. Bush clearing and tipping | ha. |
| 9. Land levelling | ha. |
| 10. Low loader hire | km. |
| 11. Ploughing/harrowing/planting/other (specify) | ha. |
| 12. Activity identification for irrigation purposes | days. |
| 13. Irrigation design | ha. |
| 14. Irrigation implementation | ha. |
| 15. Irrigation system testing | ha. |
| 16. Pumpset operation | days. |
| 17. Water efficiency | projects. |
| 18. Other works (specify) | |

I have understood that payment in respect of ploughing, harrowing, planting, cultivation, ridging, spraying, harvesting and all related T.H.S. services will be paid for 100 per cent in advance. I have understood other jobs estimated at KSh. 100,000 or less will be paid for 100 per cent in advance while those estimated at KSh. 100,000 and have will be paid for 70 per cent in advance, with the balance being paid before completion of the work and not later than one (1) month since completion of the work. I undertake to make this payment failing which I should be charged 2 per cent per month one month after being invoiced for all unpaid sums, until I make full payment. I have understood and do accept the condition that no work will commence until I have filled and signed required forms and returned them to relevant office with deposit of my latest passport photograph and my photocopy of national identity card.

I have also understood and do accept the requirement that no new services will be rendered to me until I clear my previous debts, if any.

N.B.—Applicants dissatisfied with the quality of service can demand stoppage of the work. They will nevertheless pay for the work done.

It is also a compulsory requirement that applicants sign completion of work certificate once work is completed.

Applicant's Signature

Date

Witness's Name

Address

Signature

Date

FOR OFFICIAL USE ONLY

Application No. Approved/Not approved.

Job No.

Estimated Cost

Manager/Agricultural Engineer In-charge

Signature

Date

C. SCHEDULE:

Conditions of work:

1. All jobs applied for and started on 1st February, 1994, will be charged on the special rates outlined in schedules D and E.
2. The applicant should complete, sign and submit this application in duplicate, national ID. copy, photocopy of passport size photograph of applicant, to be attached on original.

GAZETTE NOTICE No. 947

THE TRADE MARKS ACT

(Cap. 506)

NOTICE is 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 sixty (60) days from the date of this Gazette, lodge notice of opposition on form TM. No. 6 (in duplicate) together with a fee of KSh. 1,500 (local applications) or US \$75 (foreign applications).

Notice is also 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 9—SCHEDULE III

4FRONT

Registration of this trade mark shall give no right to the exclusive use of the numeral "4" separately apart from the mark as a whole.

40122.—Computer software for business, financial, management information systems, records management, book-keeping, database, education, auditing and accounting applications, pre-recorded audiotapes, videotapes and other optical or magnetic media. To be associated with TMA. No. 40123. DELOITTE TOUCHE TOHMATSU INTERNATIONAL VEREIN, a Verein organized and existing under the laws of Switzerland, of Zollikerstrasse 228, Zurich 8, Switzerland, and c/o Messrs. Kaplan & Stratton, advocates, P.O. Box 40111, Nairobi. 21st October, 1992.

IN CLASS 16—SCHEDULE III

Registration of this trade mark shall give no right to the exclusive use of the numeral "4" separately apart from the mark as a whole.

40123.—Books, manuals, newsletters, brochures, pamphlets and other printed publications relating to business, financial, management, information systems, records management, book-keeping, database, education, auditing and accounting applications. To be associated with TMA. No. 40122. DELOITTE TOUCHE TOHMATSU INTERNATIONAL VEREIN, a Verein organized and existing under the laws of Switzerland, of Zollikerstrasse 228, Zurich 8, Switzerland, and c/o Messrs. Kaplan & Stratton, advocates, P.O. Box 40111, Nairobi. 21st October, 1992.

IN CLASS 7—SCHEDULE III



Registration of this trade mark shall give no right to the exclusive use of the letters "H" and "T" separately apart from the mark as a whole.

39863.—Gear units, geared motors, variable speed drives and couplings for power transmissions; disc brakes and drum brakes, all for use in industrial machines. HANSEN TRANSMISSIONS INTERNATIONAL N.V., a Belgian company, organized and existing under the laws of Belgium, manufacturers and merchants, of Leonardo da Vincielaan B-2650 Edegem, Antwerp, Belgium, and c/o Messrs. Hamilton Harrison & Mathews, advocates, P.O. Box 30333, Nairobi. 15th July, 1992.

IN CLASS 5—SCHEDULE III



39697.—Pharmaceutical preparations and substances. GLAXO GROUP LIMITED, a British company, of Glaxo House, Berkeley Avenue, Greenford, Middlesex UB6 0NN, England, and c/o Messrs. Kaplan & Stratton, advocates, P.O. Box 40111, Nairobi. 23rd April, 1992.

IN CLASS 10—SCHEDULE III

DISPOSA-CUF

40095.—Surgical and medical apparatus and instruments. JOHNSON & JOHNSON, a New Jersey corporation, stock holding company, of One Johnson & Johnson Plaza, New Brunswick, New Jersey, U.S.A., and c/o Messrs. Kaplan & Stratton, advocates, P.O. Box 40111, Nairobi. 14th October, 1992.

IN CLASS 16—SCHEDULE III

PIONEER ASSURANCE

SINCE



1930

Registration of this trade mark shall give no right to the exclusive use of the device of a "Lion", the numeral "1930" and the word "SINCE" separately and apart from the mark as whole.

39736.—Paper and paper articles, cardboard and cardboad articles; printed matter, newspapers and periodicals, books; book-binding material; photographs; stationery, adhesive

materials (stationery); artists' materials; paint brushes, type writers and office requisites (other than furniture); instructional and teaching material (other than apparatus); playing cards; (printers) type and cliches (stereotype). THE PIONEER GENERAL ASSURANCE SOCIETY LIMITED, a limited liability company incorporated in Kenya, of P.O. Box 20333, Nairobi, Kenya, and c/o Messrs. Sharpley Barret & Company, advocates, P.O. Box 40286, Nairobi. 8th May, 1992.

IN CLASS 16—SCHEDULE III



Registration of this trade mark shall give no right to the exclusive use of the word "PROFESSIONAL" separately and a part from the mark as a whole.

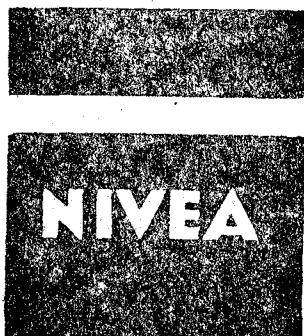
40094.—Paper and paper articles, cardboard and cardboard articles printed matter, newspapers and periodicals, books, book-binding materials, photographs, stationery, adhesive materials (stationery), artists' materials, paint brushes, typewriters and office requisites (other than furniture); instructional and teaching material (other than apparatus); playing cards; (printers) type and cliches (stereotype). JOHNSON'S WAX EAST AFRICA LIMITED, a limited company incorporated in Kenya, manufacturers and traders, of P.O. Box 18373, Nairobi, and c/o Messrs. Hamilton Harrison & Mathews, advocates, of I.C.E.A. Building, Kenyatta Avenue, P.O. Box 30333, Nairobi. 13th October, 1992.

IN CLASS 5—SCHEDULE III



39336.—Pharmaceutical preparations and substances. To be associated with TMA No. 34463. AKTIEBOLAGET ASTRA, a company organized and existing under the laws of Sweden, of Kvarnbergagatan 16, S-151 85 Sodertalje, Sweden, and c/o Messrs. Lysaght & Company, c/o Barclays Bank (K) Limited, Moi Avenue, Nairobi. 12th November, 1991.

IN CLASS 3—SCHEDULE III



40108.—Soaps, perfumery, cosmetic and toilet preparations. To be associated with 3211. BEIERSDORF AG., a corporation organized and existing under the laws of Republic of West Germany, manufacturers and merchants, of Unnastrasse 48, D-2000 Hamburg 20, and c/o Messrs. Hamilton Harrison & Mathews, advocates, P.O. Box 30333, Nairobi. 19th October, 1992.

IN CLASS 16—SCHEDULE III



**FIDELITY SHIELD
INSURANCE COMPANY LIMITED**

The mark is restricted to the colours GREY and RED as shown on the presentation.

40262.—Paper and paper articles. FIDELITY SHIELD INSURANCE COMPANY LTD., a company registered under the provisions of the Companies Act, merchants, of St. George's House, Parliament Road, Nairobi, P.O. Box 47435, Nairobi. 18th December, 1992.

IN CLASS 16—SCHEDULE III



40395.—Paper and paper articles, cardboard and cardboard articles, printed matter, newspapers and periodicals, books, book-binding material, photographs, stationery, adhesive materials (stationery), artists' materials, paint brushes, typewriters and office requisites (other than furniture), instructional and teaching materials (other than apparatus), playing cards (printers) type and cliches (stereotype). CHEMICAL BANKING CORPORATION, a corporation of the State of Delaware, U.S.A., of 270 Park Avenue, New York, New York 10017, U.S.A. and c/o Messrs. Ndungu Njoroge & Kwach, advocates, Standard Street, P.O. Box 41546, Nairobi. 16th March, 1991.

IN CLASS 25—SCHEDULE III



40311.—The mark is restricted to the colours GREY and RED as shown on the presentation. Clothing, including boots, shoes, slippers and footwear. To be associated with TMA No. 21515. SPERRY TOP-SIDER INC., a corporation organized and existing under the laws of Massachusetts, U.S.A., manufacturers and merchants, of Five Cambridge Center, Cambridge, Massachusetts 02142, U.S.A., and c/o Messrs. Hamilton Harrison & Mathews, advocates, P.O. Box 30333, Nairobi. 27th January, 1993.

The five applications appearing hereunder are proceeding in the name of UHURU HIGHWAY DEVELOPMENT LIMITED, a limited company registered under the Companies Act of the laws of Kenya, of at L.R. No. 209/9514, Uhuru Highway, P.O. Box 40511, Nairobi, and c/o D.V. Kapila & Company, advocates, P.O. Box 40636, Nairobi. 8th December, 1993.

IN CLASS 27—SCHEDULE III



The mark is restricted to colours BLUE and GOLD on white background as shown on the representation.

40957.—Carpets, rugs, mats and matting; linoleums and other materials for covering floor; wall hangings (non-textile). To be associated with TMA. Nos. 40953, 40954, 40955 and 40956.

IN CLASS 24—SCHEDULE III

The mark is restricted to colours BLUE and GOLD on white background as shown on the representation.

40956.—Tissues (piece-goods); bed and table covers; textile articles not included in other classes, linens and towels. To be associated with TMA. Nos. 40953, 40954, 40955 and 40957.

IN CLASS 21—SCHEDULE III

The mark is restricted to colours BLUE and GOLD on white background as shown on the representation.

40955.—Small domestic utensils and containers; including crockery, cutlery, silverware, china and toiletries and artifacts, glassware, porcelain and earthenware not included in other classes. To be associated with TMA. Nos. 40953, 40954, 40956 and 40957.

IN CLASS 16—SCHEDULE III

The mark is restricted to colours BLUE and GOLD on white background as shown on the representation.

40954.—Paper and paper articles, cardboard and cardboard articles; printed matter, newspapers and periodicals, books; book-binding material; photographs; stationery, adhesive materials; brochures; office requisites; instructional and teaching materials; playing cards; type and cliches; credit and membership cards. To be associated with TMA. Nos. 40953, 40955, 40956 and 40957.

IN CLASS 20—SCHEDULE III

The mark is restricted to colours BLUE and GOLD on white background as shown on the representation.

40953.—Furniture, mirrors, picture frames; articles of wood, cork, reeds, cane, wicker, horn, bone, ivory, whalebone, shell, amber, mother-of-pearl, meerschaum, celluloid and substitutes for all these materials. To be associated with TMA. Nos. 40954, 40955, 40956 and 40957.

IN CLASS 7—SCHEDULE III



39501.—Hydraulic pumps electropumps. CAPRARI SPA., a company organized and existing under the laws of Italy, manufacturers and merchants, of Emilia Ovest 900 41100, Modena, Italy, and c/o Messrs. Hamilton Harrison & Mathews, advocates, P.O. Box 30333, Nairobi. 13th February, 1992.

IN CLASS 40—SCHEDULE III



Registration of this trade mark shall give no right to the exclusive use of the letters "U" and "J" separately and apart from the mark as a whole.

40103.—Boots, shoes and slippers made of plastic, synthetic leather or India rubber. UMOJA RUBBER PRODUCTS LIMITED, a limited liability company incorporated in the Republic of Kenya, having its registered office at Mombasa, whose postal address is P.O. Box 87388, Mombasa, Tangana Road, and c/o Messrs. A. B. Patel & Patel, advocates, P.O. Box 80274, Mombasa, 21st October, 1992.

IN CLASS 30—SCHEDULE III

HONEY NUT O'S (word)

40047.—Coffee, tea, cocoa, sugar, rice, tapioca, sago, coffee substitutes; flour and preparations made from cereals; bread, biscuits, cakes, pastry and confectionery, ices; honey, treacle; yeast, baking-powder; salt mustard; pepper, vinegar, sauces; spices; ice. KELLOGG COMPANY. Manufacturers and merchants, of One Kellogg Square, Battle Creek, Michigan 49016-3599, U.S.A., and c/o Messrs. Kaplan & Stratton, advocates, P.O. Box 40111, Nairobi. 23rd September, 1992.

IN CLASS 3—SCHEDULE III

KITON (word)

40136.—Perfumery, essential oils, cosmetics, soaps dentifrices, deodorants for personal use. KITON S.r.l., an Italian corporation, manufacturers and merchants, of Via Da Caravaggio 70, Napoli, Italia, and c/o Messrs. Kaplan & Stratton, advocates, P.O. Box 40111, Nairobi. 29th October, 1992.

BOTH IN CLASS 5—SCHEDULE III

WINTHROP

40279.—Pharmaceutical preparations and substances. WINTHROP PRODUCTS, INC., a corporation organized and existing under the laws of Delaware, U.S.A., manufacturers and merchants, of 90 Park Avenue, New York, N.Y. 10016, U.S.A., and c/o Messrs. Hamilton Harrison & Mathews, advocates, P.O. Box 30333, Nairobi. 4th January, 1993.

PERIBOV (word)

40431.—Veterinary substances and drugs including vaccines. RHONE MERIEUX, manufacturers and merchants, of 17, Rue Bourgelat 69002, Lyon, France, and c/o Messrs. Kaplan & Stratton, advocates, P.O. Box 40111, Nairobi. 22nd March, 1993.

IN CLASS 11—SCHEDULE III

ENERGIZER (word)

40037.—Installations and apparatus for lighting, heating, steam generating, cooking, refrigerating, drying, ventilating, water supply and sanitary purposes, including flashlights, lights,

torches, lanterns, parts, components and fittings for the foregoing goods. To be associated with TMA. Nos. 26991, 29615 and 37323. EVEREADY BATTERY COMPANY INC., a Delaware corporation, merchant and manufacturer, of Checkerboard Square, St. Louis, Missouri 63164, United States of America, and c/o Messrs. Kaplan & Stratton, advocates, P.O. Box 40111, Nairobi. 17th September, 1992.

IN CLASS 9—SCHEDULE III

QVISION

Priority date claimed 9th March, 1992. Based on U.S.A. application No. 253, 426.

40101.—Video graphics controllers and monitors for personal computers. COMPAQ COMPUTER CORPORATION, a corporation organized and existing according to the laws of the State of Delaware, of 20555 S.H. 249, Houston, Texas 77070, United States of America, and c/o Messrs. Kaplan & Stratton, advocates, P.O. Box 40111, Nairobi. 9th September, 1992.

IN CLASS 25—SCHEDULE III

JOURALLE

40427.—Footwear, articles of clothing and headgear. BRITISH SHOE CORPORATION LIMITED., a limited liability company organized and existing under the laws of United Kingdom, manufacturers and merchants, of Sunningdale Road, Leicester LE3 TUR, England, and c/o Messrs. Hamilton Harrison & Mathews, advocates, P.O. Box 30333, Nairobi. 5th April, 1993.

IN CLASS 19—SCHEDULE III

BOMANITE

40414.—Building materials, natural and artificial stone, cement, lime mortar plaster and gravel; pipes of earthenware or cement, road-making materials; asphalt pitch and bitumen; portable buildings; stone monuments; chimney pots; concrete and cement for buildings; paving, paving blocks and paving slabs not of metal; decorative surfaces. BOMANITE CORPORATION, a California corporation of the United States of America, manufacturers and merchants, of 232, S. S. Schnoor Avenue, Madera, California 93720, United States of America, and c/o Messrs. Daly & Figgis, advocates, P.O. Box 40034, Nairobi. 24th March, 1993.

BOTH IN CLASS 3—SCHEDULE III

FA MARINE (word)

40413.—Perfumeries, essential oils, soaps, preparations for body and beauty care, skin care preparations, shower baths, foam baths, shaving creams, dentifrices, hair care preparations, champoos. HENKEL KGAA, a Germany company, manufacturers and merchants, of Henkelstrasse 67, Dusseldorf-Holthausen, Germany, and c/o Messrs. Kaplan & Stratton, advocates, P.O. Box 40111, Nairobi. 22nd February, 1993.

MUELHENS

40506.—Bleaching preparations and other substances for laundry use, cleaning, polishing, scouring and abrasive preparations, soaps, perfumery, essential oils, cosmetics, hair lotions, dentifrices. MUELHENS K.G., a German Kommanditgesellschaft, manufacturers and merchants, of Venloer Strasse 241-245, D-5000 Koeln 30, and c/o Messrs. Daly & Figgis, advocates, P.O. Box 40034, Nairobi. 10th May, 1993.

IN CLASS 12—SCHEDULE III

MIDAS (word)

40456.—Vehicles; apparatus for locomotion by land, air, or water; parts, components, accessories and fittings for the foregoing included in this class. MIDAS LIMITED, a South African

company, of 9 Old Main Pretoria Road, Halfway House, Midrand, Transvaal, South Africa, and c/o Messrs. Kaplan & Stratton, advocates, P.O. Box 40111, Nairobi. 16th April, 1993.

IN CLASS 5—SCHEDULE III

TIMOPTOL-XE (word)

Registration of this trade mark shall give no right to the exclusive use of the letters "X" and "E" separately and a part from the mark as a whole.

40244.—Pharmaceutical, veterinary and sanitary substances. To be associated with 24157. MERCK & CO. INC., manufacturers and merchants, of 126 E. Lincoln Avenue, Railway, New Jersey, U.S.A., and c/o Messrs. Kaplan & Stratton, advocates. P.O. Box 40111, Nairobi. 8th December, 1992.

BOTH IN CLASS 16—SCHEDULE III

RIVERWOOD

38848.—Paper board containers, paper bags, paper boxes, frozen food cartons made of paper, craft paper, paper board, and paper board cartons used as beverage carriers. MANVILLE FOREST PRODUCTS CORPORATION, a corporation organized and existing under the laws of the State of Delaware, U.S.A., of 717 Seventeenth Street, Denver, Colorado 80202, United States of America, and c/o Messrs. Lysaght & Co., Barclays Bank of Kenya Ltd., Moi Avenue, P.O. Box 30116, Nairobi. 13th May, 1991.



Registration of this trade mark shall give no right to the exclusive use of the device of a fish separately apart from the mark as a whole.

40306.—Paper and paper articles, cardboard and cardboard articles, printed matter, newspaper and periodicals, books, book binding material, photographs, stationery, etc., To be associated with TMA. No. 40307. MBUTA LIMITED, a Kenya company incorporated under the laws of Kenya, manufacturers of fish products, of P.O. Box 62507, Nairobi, and c/o A. F. Gross, advocate, P.O. Box 57792, Nairobi. 8th January, 1993.

IN CLASS 29—SCHEDULE III

Registration of this trade mark shall give no right to the exclusive use of the device of a fish separately and apart from the mark as a whole.

40307.—Fish and ancillary products. To be associated with TMA. No. 40306. MBUTA LIMITED, a Kenya company incorporated under the laws of Kenya, manufacturers of fish products, of P.O. Box 62507, Nairobi, and c/o A. F. Gross, advocate, P.O. Box 57792, Nairobi. 8th January, 1993.

IN CLASS 9—SCHEDULE III



Priority date claimed 2nd March, 1992, based on South African application No. 92/1759.

Registration of this trade mark shall give no right to the exclusive use of the letter "A" separately and apart from the mark as a whole.

39972.—Scientific, nautical, surveying, electric, electronic, photographic, cinematographic, optical, weighing, measuring, signalling, checking, and teaching apparatus and instruments; apparatus for recording, transmission or reproduction of sound or images; cinematograph film and recorded cinematograph images and works; magnetic data carriers, recording discs; calculating machines, data processing equipment and computers; parts, components, fittings and sub-assemblies for the foregoing goods. To be associated with TMA No. 39973. EOPHUTHATSWANA BROADCASTING CORPORATION, a statutory corporation, of Lucas Mangope Highway, Mmabatho, Bophuthatswana, and c/o Messrs. Kaplan & Stratton, advocates, P.O. Box 40111, Nairobi. 2nd September, 1992.

IN CLASS 16—SCHEDULE III

Priority date claimed 2nd March, 1992, based on South African application No. 92/1760.

Registration of this trade mark shall give no right to the exclusive use of the letter "A" separately and apart from the mark as a whole.

39973.—Paper, cardboard and goods made from these materials; printed matter, including, but not restricted to recorded cinematographic images and works, brochures, magazines, newspapers, manuals, guides; photographs, stationery, artists' materials; paint brushes; instructional and teaching material; plastic materials for packaging playing cards. To be associated with TMA No. 39972. BOPHUTHATSWANA BROADCASTING CORPORATION, a statutory corporation, of Lucas Mangope Highway, Mmabatho, Bophuthatswana, and c/o Messrs. Kaplan & Stratton, advocates, P.O. Box 40111, Nairobi. 2nd September, 1992.

BOTH IN CLASS 32—SCHEDULE III



"The mark will be restricted to colours RED, GOLD, BLACK and WHITE".

Registration of this trade mark shall give no right to the exclusive use of the words "GENUINE" and "DRAFT" each separately and apart from the mark as a whole.

39701.—Beer, ale and porter, mineral and aerated waters and other non-alcoholic drinks, syrups and other preparations for making beverages. MILLER BREWING COMPANY, a Wisconsin corporation, of 3939 West Highland Boulevard, Milwaukee, Wisconsin 53201, U.S.A., and c/o Messrs. Kaplan & Stratton, advocates, P.O. Box 40111, Nairobi. 23rd April, 1992.



The mark will be restricted to colours RED, GOLD, BLACK and WHITE.

Registration of this trade mark shall give no right to the exclusive use of the word "GENUINE" and "DRAFT" each separately and apart from the mark as a whole.

39702.—Beer ale and porter, mineral and aerated waters and other preparations for making beverages. MILLER BREWING COMPANY, a Wisconsin corporation, of 3939 West Highland Boulevard, Milwaukee, Wisconsin 53201, U.S.A., and c/o Messrs. Kaplan & Stratton, advocates, P.O. Box 40111, Nairobi. 23rd April, 1992.

IN CLASS 3—SCHEDULE III



39953.—Soaps, perfumes, colognes, eau de toilette, essential oils, cosmetics, non-medicated toilet preparations, oils, creams and lotions for the skin, shaving preparations, sun-tanning preparations, preparations for the bath and shower, talcum powders; preparations for the hair, dentifrices, non-medicated mouth-washes; anti-perspirants, deodorants for personal use. UNILEVER PLC., of Port Sunlight, Wirral, Merseyside, England, and c/o Messrs. Kaplan & Stratton, advocates, P.O. Box 40111, Nairobi. 19th August, 1992.

IN CLASS 21—SCHEDULE III

POWERWIPE (word)

40224.—Non-electric instruments and materials, all for cleaning purposes; cleaning, dusting and polishing cloths, impregnated cloths for cleaning, dusting or polishing; dispensing devices; brushes, pads for scouring or for cleaning; sponges and squeegees; all included in class 21. UNILEVER PLC., of Port Sunlight, Wirral, Merseyside, England, and c/o Messrs. Kaplan & Stratton, advocates, P.O. Box 40111, Nairobi. 1st December, 1992.

IN CLASS 5—SCHEDULE III



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

40078.—Pharmaceutical preparations and substances. STERLING WINTHROP INC., a company organized and existing under the laws of Delaware, U.S.A., manufacturers and merchants, of 90 Park Avenue, New York, NY 10016, U.S.A., and c/o Messrs. Hamilton Harrison & Mathews, advocates, P.O. Box 30333, Nairobi. 8th October, 1992.

IN CLASS 5—SCHEDULE III

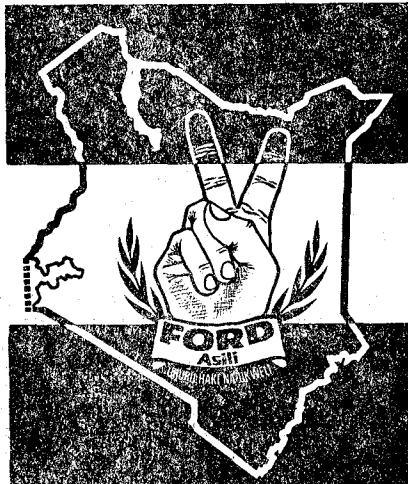
ACTIPROFEN

 STERLING WINTHROP

By consent under rule 42 (2) of the Trade Marks Rules.

40138.—Pharmaceutical, veterinary and sanitary substances; infants' and invalids' foods; plasters, materials for bandaging, materials for stopping teeth, dental wax; disinfectants; preparations for killing weeds and destroying vermin. STERLING WINTHROP INC., a corporation organized and existing under the laws of Delaware, manufacturers and merchants, of 90 Park Avenue, New York, NY 10016, Delaware, and c/o Messrs. Hamilton Harrison & Mathews, advocates, P.O. Box 30333, Nairobi. 29th October, 1992.

IN CLASS 25—SCHEDULE III



Registration of this trade mark shall give no right to the exclusive use of the map of Kenya, words UHURU, HAKI NA UKWELI (FREEDOM, JUSTICE AND TRUTH). The mark is restricted to colours BLACK, WHITE and GREEN as per representation.

40090.—Searns, belts, caps and hats. FORUM FOR THE RESTORATION OF DEMOCRACY (FORD), a political party registered under the Societies Act, Cap. 108, Laws of Kenya, of P.O. Box 72595, Nairobi, Muthithi House, Muthithi Road, Westlands, Nairobi. Forum for the Restoration of Democracy, P.O. Box 72595, Nairobi. 13th October, 1992.

IN CLASS 6—SCHEDULE III

Registration of this trade mark shall give no right to the exclusive use of the map of Kenya, words UHURU, HAKI NA UKWELI (FREEDOM, JUSTICE AND TRUTH). The mark is restricted to colours BLACK, WHITE and GREEN as per representation.

40091.—Badges, linen, general. FORUM FOR THE RESTORATION OF DEMOCRACY (FORD), a political party registered under the Societies Act, Cap. 108, Laws of Kenya, of P.O. Box 72595, Nairobi, Muthithi House, Muthithi Road, Westlands. Forum for the Restoration of Democracy, P.O. Box 72595, Nairobi. 13th October, 1992.

IN CLASS 16—SCHEDULE III

Registration of this trade mark shall give no right to the exclusive use of the map of Kenya, words UHURU, HAKI NA UKWELI (FREEDOM, JUSTICE AND TRUTH). The mark is restricted to colours BLACK, WHITE and GREEN as per representation.

40092.—Letterheads, stationery and publications. FORUM FOR THE RESTORATION OF DEMOCRACY (FORD), a political party registered under the Societies Act Cap. 108, Laws of Kenya, of P.O. Box 72595, Nairobi, Muthithi Road, Westlands. Forum for the Restoration of Democracy, P.O. Box 72595, Nairobi. 13th October, 1992.

IN CLASS 14—SCHEDULE III

Registration of this trade mark shall give no right to the exclusive use to the map of Kenya, words UHURU, HAKI NA UKWELI (FREEDOM, JUSTICE AND TRUTH). The mark is restricted to colours BLACK, WHITE and GREEN as per representation.

40093.—Badges made of precious metals. FORUM FOR THE RESTORATION OF DEMOCRACY (FORD), a political party, registered under the Societies Act, Cap. 108, Laws of Kenya, of P.O. Box 72595, Nairobi, Muthithi House, Muthithi Road, Westlands. Forum for the Restoration of Democracy, P.O. Box 72595, Nairobi. 13th October, 1992.

IN CLASS 9—SCHEDULE III

STANDARD CHARTERED BANK

40313.—Electrical and electronic apparatus and instruments; computerized automatic machines for use in banking transactions; telecommunications apparatus; surveillance apparatus, computers, digital apparatus, apparatus for use with computers or the aforesaid digital apparatus; apparatus and instruments all for the processing and retrieval of data; electrical and electronic digital control apparatus and instruments; word processors; apparatus and instruments, all for receiving, transmitting, recording or reproducing sound, parts and fittings for all the aforesaid goods, computer programs; computer software material for recording data. To be associated with TMA. No. 40314. STANDARD CHARTERED PLC, a limited liability company incorporated in the United Kingdom, bankers, of 1 Aldermanbury Square, London EC2V 7SB, England, and c/o Messrs. Daly & Figgis, advocates, P.O. Box 40034, Nairobi. 28th January, 1983.

IN CLASS 15—SCHEDULE III

STANDARD CHARTERED BANK

40314.—Paper, paper articles, cardboard, cardboard articles, printed matter, periodical publications, books, stationery, plastic cards and articles for use in computer programming; bank cards, credit and identification cards, manuals, covers and holders, printed machine instructions. To be associated with TMA. No. 40313. STANDARD CHARTERED PLC, a limited liability company incorporated in the United Kingdom, bankers, of 1 Aldermanbury Square, London EC2V 7SB, England, and c/o Messrs. Daly & Figgis, advocates, P.O. Box 40034, Nairobi. 28th January, 1993.

IN CLASS 18—SCHEDULE III



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

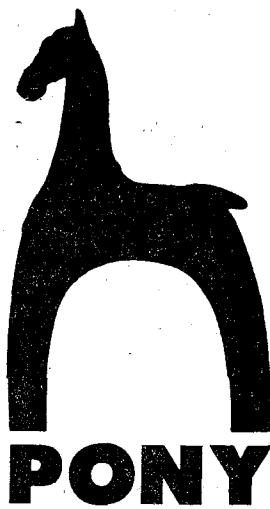
39347.—Bags in the class including handbags, travelling bags, game bags, bags for climbers, bags for campers, trunks, KUN NAN ENTERPRISE LTD., a Taiwanese corporation, of No. 33 Hsiang Ho Road, Lee Lin Village, Tan Tzu, Taichung Hsien, Taiwan, Republic of China, and c/o Messrs. Kaplan & Stratton, advocates, P.O. Box 40111, Nairobi. 20th November, 1991.

IN CLASS 25—SCHEDULE III

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

39348.—Clothing, including sports wear, sports jackets, T-shirts, socks and leisure wear; headwear including hats for sports use; footwear, including sports shoes, tennis shoes, badminton shoes, jogging shoes, climbing shoes, basketball shoes. KUN NAN ENTERPRISE LTD., a Taiwanese corporation, of No. 33 Hsiang Ho Road, Lee Lin Village, Tan Tzu, Taichung Hsien, Taiwan, Republic of China, and c/o Messrs. Kaplan & Stratton, advocates, P.O. Box 40111, Nairobi. 20th November, 1991.

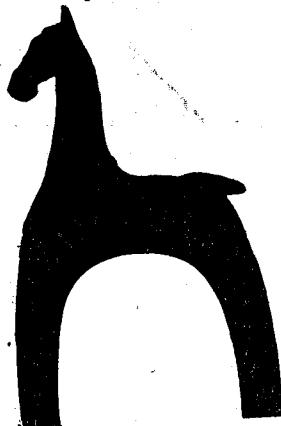
BOTH IN CLASS 26—SCHEDULE III



PONY

40343.—Hand sewing needles, hardware needles, needles of all kinds, knobbed knitting pins, double ended knitting pins, circular knitting pins, crochet hooks, total knitting system, crochet staples, cable stitch pins, stitch holder, row counter, daisy knitter, knitting gauge, knitter's needle, point protector, flat ring markers, yarn bobbins, unit counter, all knitting accessories, snap fasteners, press type fasteners, fasteners of all kinds, hooks and eyes, buttons of all kinds, bars, buckles and eyelets, tailoring accessories all included in class 26. To be associated with TMA No. 39344. NEEDLE INDUSTRIES (INDIA) LIMITED, a company incorporated under the laws of the Republic of India, manufacturers and merchants, of P.O. Box 643 243 Nilgiris, Tamil Nadu, India, and c/o Messrs. Hamilton Harrison & Mathews, advocates, P.O. Box 30333, Nairobi. 9th February, 1993.

hooks and eyes, buttons of all kinds, bars, buckles and eyelets, tailoring accessories all included in class 26. To be associated with TMA No. 39344. NEEDLE INDUSTRIES (INDIA) LIMITED, a company incorporated under the laws of the Republic of India, manufacturers and merchants, of P.O. Box 643 243 Nilgiris, Tamil Nadu, India, and c/o Messrs. Hamilton Harrison & Mathews, advocates, P.O. Box 30333, Nairobi. 9th February, 1993.



40344.—Hand sewing needles, hardware needles, needles of all kinds, knobbed knitting pins, double ended knitting pins, circular knitting pins, crochet hooks, total knitting system, crochet staples, cable stitch pins, stitch holder, row counter, daisy knitter, knitting gauge, knitter's needle, point protector, flat ring markers, yarn bobbins, unit counter, all knitting accessories, snap fasteners, press type fasteners, fasteners of all kinds, hooks and eyes, buttons of all kinds, bars, buckles and eyelets, tailoring accessories all included in class 26. To be associated with TMA No. 39343. NEEDLE INDUSTRIES (INDIA) LIMITED, a company incorporated under the laws of the Republic of India, manufacturers and merchants, of P.O. Box 243, Nilgiri Tamil Nadu, India, and c/o Messrs. Hamilton Harrison & Mathews, advocates, P.O. Box 30333, Nairobi. 9th February, 1993.

IN CLASS 16—SCHEDULE III



Registration of this trade mark shall give no right to the exclusive use of the letters "L", "G" and "T" separately and apart from the mark as a whole.

40134.—Paper and paper articles, packaging, stationery, art materials and office requisites, etc. To be associated with TMA No. 40135. LET'S GO TRAVEL LIMITED, a Kenyan company incorporated under the laws of Kenya, tour and travel agents, of P.O. Box 60342, Nairobi, and c/o A. F. Gross, advocate, P.O. Box 57792, Nairobi. 30th October, 1992.

IN CLASS 12—SCHEDULE III

Registration of this trade mark shall give no right to the exclusive use of the letters "L", "G" and "T" separately and apart from the mark as a whole.

40135.—Vehicles, apparatus for locomotion by land, air or water. To be associated with TMA No. 40134. LET'S GO TRAVEL LIMITED, a Kenyan company incorporated under the laws of Kenya, tour and travel agents, of P.O. Box 60342, Nairobi, and c/o A. F. Gross, advocate, P.O. Box 57792, Nairobi. 30th October, 1992.

GAZETTE NOTICE NO. 948

IN THE HIGH COURT OF KENYA AT NAIROBI
PROBATE AND ADMINISTRATION

TAKE NOTICE that an application having been made in this court in:

CAUSE NO. 36 OF 1994

By (1) Rahab Kagure Muriithi, (2) Sipporah Wangechi Muriithi and (3) Catherine Watare Muriithi, of P.O. Box 180, Nyeri in Kenya, the deceased's widows, for a grant of letters of administration intestate to the estate of Solomon Muriithi Muthui, late of Nyeri District in Kenya, who died at Rumuruti Location in Kenya, on 18th July, 1991.

The court will proceed to issue the same unless cause be shown to the contrary and appearance in this respect entered within thirty (30) days from the date of publication of this notice in the *Kenya Gazette*.

Dated the 11th February, 1994.

C. K. NJAI,
Principal Deputy Registrar, Nairobi.

GAZETTE NOTICE NO. 949

IN THE HIGH COURT OF KENYA AT NAIROBI
PROBATE AND ADMINISTRATION

TAKE NOTICE that applications having been made in this court in:

CAUSE NO. 250 OF 1994

By (1) Fatuma Hammed Shudi and (2) Ahmed Ujeer Mohammed, both of P.O. Box 16411, Nairobi in Kenya, the deceased's widow and son, respectively, through Messrs. Alexander & Kinyanjui, advocates of Nairobi, for a grant of letters of administration intestate to the estate of Mohammed Hashi Omar, late of Nairobi in Kenya, who died at Runyenjes, Embu in Kenya, on 14th April, 1993.

CAUSE NO. 253 OF 1994

By Rajesh N. Jethwa, of P.O. Box 11940, Nairobi in Kenya, the deceased's only son, through Messrs. Mohammed & Muigai, advocates of Nairobi, for a grant of letters of administration intestate to the estate of Manjula Ben N. V. Jethwa, late of Nairobi in Kenya, who died there on 5th August, 1993.

The court will proceed to issue the same unless cause be shown to the contrary and appearance in this respect entered within thirty (30) days from the date of publication of this notice in the *Kenya Gazette*.

Dated the 18th February, 1994.

S. O. ODAK,
Deputy Registrar, Nairobi.

GAZETTE NOTICE NO. 950

IN THE HIGH COURT OF KENYA AT MOMBASA
IN THE MATTER OF THE ESTATE OF ELIZABETH
MUNYISI SHUMA

PROBATE AND ADMINISTRATION

SUCCESSION CAUSE NO. 342 OF 1993

LET ALL the parties concerned take notice that a petition for a grant of probate of the will of the above-named deceased, who died at Mombasa, on 3rd May, 1993, has been filed in this registry by (1) Barbar Mwangale and (2) Rose Mudi, in their respective capacities as executor and executrix of the deceased's will.

And further take notice that objections in the prescribed form to the making of the proposed grant are invited and must be lodged in this registry within thirty (30) days of publication of this notice.

And further take notice that if no objection has been lodged in this registry in the prescribed form within thirty (30) days of the date of publication of this notice, the court may proceed to make the grant as prayed or to make such order as it thinks fit.

Dated the 4th February, 1993.

J. K. KANYI,
Deputy Registrar, Mombasa.

GAZETTE NOTICE NO. 951

IN THE HIGH COURT OF KENYA AT MACHAKOS
PROBATE AND ADMINISTRATION

TAKE NOTICE that applications having been made in this court in:

CAUSE NO. 21 OF 1994

By Sera Kilonzi Ndolo, of P.O. Box 66, Masii, Machakos, for a grant of letters of administration intestate to the estate of Peter Maingi Mutiso, late of Mutetheni Location in Kenya, who died at General Hospital, Machakos, on 25th December, 1993.

CAUSE NO. 22 OF 1994

By Anna Ndambuki, of P.O. Box 42, Wamunyu, the deceased's widow, for a grant of letters of administration intestate to the estate of Jonathan Ndambuki Ndusia, late of Wamunyu Location, who died domicile in Kenya, at Machakos, on 15th November, 1993.

The court will proceed to issue the same unless cause be shown to the contrary and appearance in this respect entered within thirty (30) days from the date of publication of this notice in the *Kenya Gazette*.

Dated the 17th February, 1994.

B. N. OLAO,
Deputy Registrar, Machakos.

GAZETTE NOTICE NO. 952

IN THE HIGH COURT OF KENYA AT MACHAKOS
PROBATE AND ADMINISTRATION

TAKE NOTICE that an application having been made in this court in:

CAUSE NO. 142 OF 1993

By (1) Annah Ndondu Nzioka, (2) Muisyo Nzioka and two others, all of P.O. Box 1001, Kangundo, aforesaid the deceased's widow and sons, respectively, for a grant of letters of administration intestate to the estate of Jonathan Nzioka Muiya, late of Kangundo Location, who died at Nairobi in Kenya, on 11th July, 1992.

The court will proceed to issue the same unless cause be shown to the contrary and appearance in this respect entered within thirty (30) days from the date of publication of this notice in the *Kenya Gazette*.

Dated the 2nd September, 1993.

J. THUITA,
Deputy Registrar, Machakos.

GAZETTE NOTICE NO. 953

IN THE HIGH COURT OF KENYA AT MACHAKOS
PROBATE AND ADMINISTRATION

TAKE NOTICE that applications having been made in this court in:

CAUSE NO. 13 OF 1994

By Stephen Mumo Mukiti, of P.O. Box 327, Machakos, aforesaid the deceased's widower, for a grant of letters of administration intestate to the estate of Anastacia Museng'ya Mumo, late of Tulimani Location in Kenya, who died at Iiani, Tulimani Location, on 10th January, 1993.

CAUSE NO. 19 OF 1994

By (1) Tabitha N. Nzomo and (2) John Stanley Nzomo, both of P.O. Box 1050, Kangundo, aforesaid the deceased's daughter and son, respectively, for a grant of letters of administration intestate to the estate of Titus Nzomo Nganga, late of Kangundo Location, who died at Kathiani Hospital, on 8th April, 1991.

The court will proceed to issue the same unless cause be shown to the contrary and appearance in this respect entered within thirty (30) days from the date of publication of this notice in the *Kenya Gazette*.

Dated the 15th February, 1994.

N. O. MASARA,
Deputy Registrar, Machakos.

GAZETTE NOTICE No. 954

IN THE HIGH COURT OF KENYA AT MERU
 IN THE MATTER OF THE ESTATE OF M'IKIARA
 MUGUNIA OF NKUENE LOCATION, MERU
 PROBATE AND ADMINISTRATION
 SUCCESSION CAUSE NO. 154 OF 1993

LET ALL the parties concerned take notice that a petition for a grant of letters of administration intestate to the estate of the above-named deceased, who died at Nkuene Hospital, on 15th July, 1991, has been filed in this registry by Tabitha Kirigo Silas, of P.O. Box 6, Meru, in her capacity as an administratrix of the deceased's estate.

And further take notice that objections in the prescribed form to the making of the proposed grant are invited and must be lodged in this registry within thirty (30) days of publication of this notice.

And further take notice that if no objection has been lodged in this registry in the prescribed form within thirty (30) days of the date of publication of this notice, the court may proceed to make the grant as prayed or to make such order as it thinks fit.

Dated the 3rd November, 1993.

M. J. M. W. MUGO,
Deputy Registrar, Meru.

GAZETTE NOTICE No. 955

IN THE HIGH COURT OF KENYA AT MERU
 IN THE MATTER OF THE ESTATE OF MEME
 M'MIRINGO OF KATHERA LOCATION, MERU DISTRICT
 PROBATE AND ADMINISTRATION
 SUCCESSION CAUSE NO. 159 OF 1993

LET ALL the parties concerned take notice that a petition for a grant of letters of administration intestate to the estate of the above-named deceased, who died at Nkuene Location, Meru, in 1960, has been filed in this registry by Julia Matiti M'Miringo, of P.O. Box 41, Nkuene, in her capacity as an administratrix of the deceased's estate.

And further take notice that objections in the prescribed form to the making of the proposed grant are invited and must be lodged in this registry within thirty (30) days of publication of this notice.

And further take notice that if no objection has been lodged in this registry in the prescribed form within thirty (30) days of the date of publication of this notice, the court may proceed to make the grant as prayed or to make such order as it thinks fit.

Dated the 3rd November, 1993.

M. J. M. W. MUGO,
Deputy Registrar, Meru.

GAZETTE NOTICE No. 956

IN THE HIGH COURT OF KENYA AT KAKAMEGA
 IN THE MATTER OF THE ESTATE OF AMBEYI
 KHOMBE OF KAKAMEGA
 PROBATE AND ADMINISTRATION
 SUCCESSION CAUSE NO. 132 OF 1993

LET ALL the parties concerned take notice that a petition for a grant of letters of administration intestate to the estate of the above-named deceased, who died at Muranda, on 3rd June, 1975, has been filed in this registry by Zakaria Mbogi, in his capacity as grandson of the deceased.

And further take notice that objections in the prescribed form to the making of the proposed grant are invited and must be lodged in this registry within thirty (30) days of publication of this notice.

And further take notice that if no objection has been lodged in this registry in the prescribed form within thirty (30) days of the date of publication of this notice, the court may proceed to make the grant as prayed or to make such order as it thinks fit.

Dated the 10th May, 1993.

W. A. JUMA,
Deputy Registrar, Kakamega.

GAZETTE NOTICE No. 957

IN THE HIGH COURT OF KENYA AT NYERI
 IN THE MATTER OF THE ESTATE OF HARRISON
 KARIMI KIRITI OF KIRICHO, GACHIKA, NYERI
 PROBATE AND ADMINISTRATION
 SUCCESSION CAUSE NO. 19 OF 1994

LET ALL the parties concerned take notice that a petition for a grant of letters of administration intestate to the estate of the above-named deceased, who died at Provincial General Hospital, on 7th October, 1989, has been filed in this registry by Elizabeth Muthoni Kariuki, of P.O. Box 50, Kiganjo, in her capacity as an administratrix of the deceased's estate.

And further take notice that objections in the prescribed form to the making of the proposed grant are invited and must be lodged in this registry within thirty (30) days of publication of this notice.

And further take notice that if no objection has been lodged in this registry in the prescribed form within thirty (30) days of the date of publication of this notice, the court may proceed to make the grant as prayed or to make such order as it thinks fit.

Dated the 18th February, 1994.

J. S. MUSHELLE,
Deputy Registrar, Nyeri.

GAZETTE NOTICE No. 958

IN THE HIGH COURT OF KENYA AT NYERI
 IN THE MATTER OF THE ESTATE OF MWITA
 MUNYIRI OF KABARU FOREST STATION
 PROBATE AND ADMINISTRATION
 SUCCESSION CAUSE NO. 23 OF 1994

LET ALL the parties concerned take notice that a petition for a grant of letters of administration intestate to the estate of the above-named deceased, who died at Kabaru Forest Station, on 26th January, 1994, has been filed in this registry by Harrison Ngari Mwita, of P.O. Box 576, Karatina, in his capacity as an administrator of the deceased's estate.

And further take notice that objections in the prescribed form to the making of the proposed grant are invited and must be lodged in this registry within thirty (30) days of publication of this notice.

And further take notice that if no objection has been lodged in this registry in the prescribed form within thirty (30) days of the date of publication of this notice, the court may proceed to make the grant as prayed or to make such order as it thinks fit.

Dated the 9th February, 1994.

J. S. MUSHELLE,
Deputy Registrar, Nyeri.

GAZETTE NOTICE No. 959

IN THE HIGH COURT OF KENYA AT NYERI
 IN THE MATTER OF THE ESTATE OF JOHN MWANGI
 KURUGA OF WITIMA SUB-LOCATION, NYERI DISTRICT
 PROBATE AND ADMINISTRATION
 SUCCESSION CAUSE NO. 42 OF 1994

LET ALL the parties concerned take notice that a petition for a grant of letters of administration intestate to the estate of the above-named deceased, who died at Ithanji, Witima, Nyeri, on 16th February, 1994, has been filed in this registry by Zipporah Njeri Mwangi, of P.O. Box 489, Othaya, in her capacity as an administratrix of the deceased's estate.

And further take notice that objections in the prescribed form to the making of the proposed grant are invited and must be lodged in this registry within thirty (30) days of publication of this notice.

And further take notice that if no objection has been lodged in this registry in the prescribed form within thirty (30) days of the date of publication of this notice, the court may proceed to make the grant as prayed or to make such order as it thinks fit.

Dated the 16th February, 1994.

J. S. MUSHELLE,
Deputy Registrar, Nyeri.

GAZETTE NOTICE No. 960

**IN THE HIGH COURT OF KENYA AT KISII
IN THE MATTER OF THE ESTATE OF OMAE
MAIRURA OF KISII DISTRICT
PROBATE AND ADMINISTRATION**

SUCCESSION CAUSE NO. 45 OF 1994

LET ALL the parties concerned take notice that a petition for a grant of letters of administration intestate to the estate of the above-named deceased, who died at District Hospital, Kisii, on 1st September, 1984, has been filed in this registry by Kwamboka Omae, of Mwabundusi Sub-location, Central Kitutu Location, in her capacity as widow of the deceased.

And further take notice that objections in the prescribed form to the making of the proposed grant are invited and must be lodged in this registry within thirty (30) days of publication of this notice.

And further take notice that if no objection has been lodged in this registry in the prescribed form within thirty (30) days of the date of publication of this notice, the court may proceed to make the grant as prayed or to make such order as it thinks fit.

Dated the 8th February, 1994.

E. B. ACHIENG,
Deputy Registrar, Kisii.

GAZETTE NOTICE No. 961

**IN THE HIGH COURT OF KENYA AT NAKURU
IN THE MATTER OF THE ESTATE OF NGUNU
MACHARIA TARURU OF ELBURGON
PROBATE AND ADMINISTRATION**

SUCCESSION CAUSE NO. 435 OF 1993

LET ALL the parties concerned take notice that a petition for a grant of letters of administration intestate to the estate of the above-named deceased, who died at Nairobi, on 4th June, 1993, has been filed in this registry by John Macharia Ngunu, in his capacity as father of the deceased.

And further take notice that objections in the prescribed form to the making of the proposed grant are invited and must be lodged in this registry within thirty (30) days of publication of this notice.

And further take notice that if no objection has been lodged in this registry in the prescribed form within thirty (30) days of the date of publication of this notice, the court may proceed to make the grant as prayed or to make such order as it thinks fit.

Dated the 8th December, 1993.

W. K. TUYOT,
Deputy Registrar, Nakuru.

GAZETTE NOTICE No. 962

**IN THE SENIOR RESIDENT MAGISTRATE'S COURT
AT BUNGOMA
IN THE MATTER OF THE ESTATE OF ATANAS
MANG'OLI MAKINIA
PROBATE AND ADMINISTRATION**

SUCCESSION CAUSE NO. 10 OF 1994

LET ALL the parties concerned take notice that a petition for a grant of letters of administration intestate to the estate of the above-named deceased, who died at Lubembe, on 7th October, 1983, has been filed in this registry by Vincent Wekesa Mang'oli, of P.O. Box 744, Bungoma, in his capacity as an administrator of the deceased's estate.

And further take notice that objections in the prescribed form to the making of the proposed grant are invited and must be lodged in this registry within thirty (30) days of publication of this notice.

And further take notice that if no objection has been lodged in this registry in the prescribed form within thirty (30) days of the date of publication of this notice, the court may proceed to make the grant as prayed or to make such order as it thinks fit.

Dated the 27th January, 1994.

A. O. MUCHELULE,
District Registrar, Bungoma.

GAZETTE NOTICE No. 963

**IN THE SENIOR PRINCIPAL MAGISTRATE'S COURT
AT BUSIA**

**IN THE MATTER OF THE ESTATE OF OBECHA
ODENYWA OF BUSIA**

PROBATE AND ADMINISTRATION

SUCCESSION CAUSE NO. 190 OF 1993

LET ALL the parties concerned take notice that a petition for a grant of letters of administration intestate to the estate of the above-named deceased, who died at Ebusibwabo, on 11th February, 1972, has been filed in this registry by Phaustine Makokha Obecha, in his capacity as son of the deceased.

And further take notice that objections in the prescribed form to the making of the proposed grant are invited and must be lodged in this registry within thirty (30) days of publication of this notice.

And further take notice that if no objection has been lodged in this registry in the prescribed form within thirty (30) days of the date of publication of this notice, the court may proceed to make the grant as prayed or to make such order as it thinks fit.

Dated the 2nd December, 1993.

N. O. ATEYA,
District Registrar, Busia (K).

GAZETTE NOTICE No. 964

**IN THE SENIOR PRINCIPAL MAGISTRATE'S COURT
AT BUSIA**

**IN THE MATTER OF THE ESTATE OF NICASIO
MUKHOLO DASA OF BUSIA**

PROBATE AND ADMINISTRATION

SUCCESSION CAUSE NO. 200 OF 1993

LET ALL the parties concerned take notice that a petition for a grant of letters of administration intestate to the estate of the above-named deceased, who died at Sikoma Village, on 17th May, 1985, has been filed in this registry by Mark Simiyu Mukholo, of P.O. Box 39, Nambale, in his capacity as son of the deceased.

And further take notice that objections in the prescribed form to the making of the proposed grant are invited and must be lodged in this registry within thirty (30) days of publication of this notice.

And further take notice that if no objection has been lodged in this registry in the prescribed form within thirty (30) days of the date of publication of this notice, the court may proceed to make the grant as prayed or to make such order as it thinks fit.

Dated the 6th January, 1994.

N. O. ATEYA,
District Registrar, Busia (K).

GAZETTE NOTICE No. 965

**IN THE SENIOR RESIDENT MAGISTRATE'S COURT
AT NYAHURURU**

**IN THE MATTER OF THE ESTATE OF WAIMAINA
KARANJA OF SABUGO SCHEME, NYANDARUA
DISTRICT**

PROBATE AND ADMINISTRATION

SUCCESSION CAUSE NO. 23 OF 1994

LET ALL the parties concerned take notice that a petition for a grant of letters of administration intestate to the estate of the above-named deceased, who died at Sabugo Scheme, Nyandarua District, on 7th July, 1992, has been filed in this registry by Kafanya Waimaina Ndungu, of P.O. Box 842, Nakuru, in his capacity as an administrator of the deceased's estate.

And further take notice that objections in the prescribed form to the making of the proposed grant are invited and must be lodged in this registry within thirty (30) days of publication of this notice.

And further take notice that if no objection has been lodged in this registry in the prescribed form within thirty (30) days of the date of publication of this notice, the court may proceed to make the grant as prayed or to make such order as it thinks fit.

Dated the 8th February, 1994.

J. N. KIREMBUI,
District Registrar, Nyahururu.

GAZETTE NOTICE No. 966

IN THE SENIOR RESIDENT MAGISTRATE'S COURT
AT KIAMBUI

IN THE MATTER OF THE ESTATE OF JOHN GAKUNGA
NJOROGE OF KIAMBAA VILLAGE, KIAMBAA
LOCATION, KIAMBUI DISTRICT

PROBATE AND ADMINISTRATION

SUCCESSION CAUSE No. 61 of 1994

LET ALL the parties concerned take notice that a petition for a grant of letters of administration intestate to the estate of the above-named deceased, who died at Kitanga, on 18th March, 1989, has been filed in this registry by (1) John Kinyanjui Njuguna, (2) Njoroge Kangethi and (3) Peter Mbugua Njuguna, all of P.O. Box 215, Karuri, in their capacities as sons of the deceased.

And further take notice that objections in the prescribed form to the making of the proposed grant are invited and must be lodged in this registry within thirty (30) days of publication of this notice.

And further take notice that objections in the prescribed form in this registry in the prescribed form within thirty (30) days of the date of publication of this notice, the court may proceed to make the grant as prayed or to make such order as it thinks fit.

Dated the 1st February, 1994.

R. K. MWANGI,
District Registrar, Kiambu.

GAZETTE NOTICE No. 967

IN THE SENIOR RESIDENT MAGISTRATE'S COURT
AT KIAMBUI

IN THE MATTER OF THE ESTATE OF MBICHI MARIMBI
OF NDEIYA VILLAGE, NDEIYA LOCATION,
KIAMBUI DISTRICT

PROBATE AND ADMINISTRATION

SUCCESSION CAUSE No. 82 of 1994

LET ALL the parties concerned take notice that a petition for a grant of letters of administration intestate to the estate of the above-named deceased, who died at Ndeiya, on 26th October, 1984, has been filed in this registry by Lawrence Rugu Mbichi, of Ndeiya, in his capacity as son of the deceased.

And further take notice that objections in the prescribed form to the making of the proposed grant are invited and must be lodged in this registry within thirty (30) days of publication of this notice.

And further take notice that if no objection has been lodged in this registry in the prescribed form within thirty (30) days of the date of publication of this notice, the court may proceed to make the grant as prayed or to make such order as it thinks fit.

Dated the 22nd February, 1994.

R. K. MWANGI,
District Registrar, Kiambu.

GAZETTE NOTICE No. 968

IN THE SENIOR RESIDENT MAGISTRATE'S COURT
AT KIAMBUI

IN THE MATTER OF THE ESTATE OF EMANUEL
WARATHO OF BIBIRIONI, VILLAGE, LIMURU
LOCATION, KIAMBUI DISTRICT

PROBATE AND ADMINISTRATION

SUCCESSION CAUSE No. 92 of 1994

LET ALL the parties concerned take notice that a petition for a grant of letters of administration intestate to the estate of the above-named deceased, who died at Nairobi, on 13th June, 1977, has been filed in this registry by Peter Njogu Waratho, of P.O. Box 878, Limuru, in his capacity as son of the deceased.

And further take notice that objections in the prescribed form to the making of the proposed grant are invited and must be lodged in this registry within thirty (30) days of publication of this notice.

And further take notice that if no objection has been lodged in this registry in the prescribed form within thirty (30) days of the date of publication of this notice, the court may proceed to make the grant as prayed or to make such order as it thinks fit.

Dated the 23rd February, 1994.

R. K. MWANGI,
District Registrar, Kiambu.

GAZETTE NOTICE No. 969

IN THE SENIOR RESIDENT MAGISTRATE'S COURT
AT KIAMBUI

IN THE MATTER OF THE ESTATE OF PETER MWANGI
KAHUKIA ALIAS P. MWANGI KAHUKIA ALIAS
MWANGI KAHUKIA OF GITHIGA VILLAGE, IKINU
LOCATION, KIAMBUI DISTRICT

PROBATE AND ADMINISTRATION

SUCCESSION CAUSE No. 94 of 1994

LET ALL the parties concerned take notice that a petition for a grant of letters of administration intestate to the estate of the above-named deceased, who died at Kiambu, on 16th March, 1993, has been filed in this registry by (1) Louise Njeri Mwangi and (2) Mary Theresa Mwangi, both of P.O. Box 19075, Nairobi, in their respective capacities as widow and daughter of the deceased.

And further take notice that objections in the prescribed form to the making of the proposed grant are invited and must be lodged in this registry within thirty (30) days of publication of this notice.

And further take notice that if no objection has been lodged in this registry in the prescribed form within thirty (30) days of the date of publication of this notice, the court may proceed to make the grant as prayed or to make such order as it thinks fit

Dated the 23rd February, 1994.

R. K. MWANGI,
District Registrar, Kiambu.

GAZETTE NOTICE No. 970

IN THE SENIOR PRINCIPAL MAGISTRATE'S COURT
AT MURANG'A

IN THE MATTER OF THE ESTATE OF JULIA MUTHONI
KIMANI ALIAS GATHONI THUKU ALIAS GATHONI
KIMANI OF MURANG'A DISTRICT

PROBATE AND ADMINISTRATION

SUCCESSION CAUSE No. 306 of 1993

LET ALL the parties concerned take notice that a petition for a grant of letters of administration intestate to the estate of the above-named deceased, who died at Kalalu, Daiga, on 18th January, 1990, has been filed in this registry by Joel Kimani Thuku, of P.O. Box 205, Laikipia, in his capacity as an administrator of the deceased's estate.

And further take notice that objections in the prescribed form to the making of the proposed grant are invited and must be lodged in this registry within thirty (30) days of publication of this notice.

And further take notice that if no objection has been lodged in this registry in the prescribed form within thirty (30) days of the date of publication of this notice, the court may proceed to make the grant as prayed or to make such order as it thinks fit.

Dated the 21st December, 1993.

NYAGA NJAGE,
District Registrar, Murang'a.

GAZETTE NOTICE No. 971

IN THE SENIOR RESIDENT MAGISTRATE'S COURT
AT MURANG'A

IN THE MATTER OF THE ESTATE OF KIMANI NDIRE
OF MURANG'A DISTRICT

PROBATE AND ADMINISTRATION

SUCCESSION CAUSE No. 42 of 1994

LET ALL the parties concerned take notice that a petition for a grant of letters of administration intestate to the estate of the above-named deceased, who died at Gathama, Muthithi, on 2nd July, 1980, has been filed in this registry by Emily Mwibui Kimani, of P.O. Box 139, Maragua, in her capacity as an administratrix of the deceased's estate.

And further take notice that objections in the prescribed form to the making of the proposed grant are invited and must be lodged in this registry within thirty (30) days of publication of this notice.

And further take notice that if no objection has been lodged in this registry in the prescribed form within thirty (30) days of the date of publication of this notice, the court may proceed to make the grant as prayed or to make such order as it thinks fit.

Dated 3rd February, 1994.

NYAGA NJAGE,
District Registrar, Murang'a.

GAZETTE NOTICE No. 972

IN THE PRINCIPAL MAGISTRATE'S COURT
AT MURANG'A

IN THE MATTER OF THE ESTATE OF JOSEPH WAWERU
MAINA OF MURANG'A DISTRICT
PROBATE AND ADMINISTRATION

SUCCESSION CAUSE NO. 38 OF 1994

LET all the parties concerned take notice that a petition for a grant of letters of administration intestate to the estate of the above-named deceased, who died at Murio wa Nda, has been filed in this registry by Loise Wachera Maina, of P.O. Box 205, Murang'a, in her capacity as an administratrix of the deceased's estate.

And further take notice that objections in the prescribed form to the making of the proposed grant are invited and must be lodged in this registry within thirty (30) days of publication of this notice.

And further take notice that if no objection has been lodged in this registry in the prescribed form within thirty (30) days of the date of publication of this notice, the court may proceed to make the grant as prayed or to make such order as it thinks fit.

Dated the 3rd February, 1994.

NYAGA NJAGE,
District Registrar, Murang'a.

GAZETTE NOTICE No. 973

IN THE PRINCIPAL MAGISTRATE'S COURT
AT MURANG'A

IN THE MATTER OF THE ESTATE OF CREOPAS KANIINI
GACHANJA ALIAS CRISPIN GACHANJA ALIAS
CRIOPAH GACHANJA

PROBATE AND ADMINISTRATION

SUCCESSION CAUSE NO. 43 OF 1994

LET all the parties concerned take notice that a petition for a grant of letters of administration intestate to the estate of the above-named deceased, who died at Munanda, Kabazi, on 15th July, 1982, has been filed in this registry by Sospeter Mwangi Gachanja, of P.O. Box 91, Kahuro, in his capacity as an administrator of the deceased's estate.

And further take notice that objections in the prescribed form to the making of the proposed grant are invited and must be lodged in this registry within thirty (30) days of publication of this notice.

And further take notice that if no objection has been lodged in this registry in the prescribed form within thirty (30) days of the date of publication of this notice, the court may proceed to make the grant as prayed or to make such order as it thinks fit.

Dated the 4th February, 1994.

NYAGA NJAGE,
District Registrar, Murang'a.

GAZETTE NOTICE No. 974

IN THE PRINCIPAL MAGISTRATE'S COURT
AT MURANG'A

IN THE MATTER OF THE ESTATE OF GACHUHI KIIRU
OF MURANG'A DISTRICT

PROBATE AND ADMINISTRATION

SUCCESSION CAUSE NO. 47 OF 1994

LET ALL the parties concerned take notice that a petition for a grant of letters of administration intestate to the estate of the above-named deceased, who died at Gatheru, in 1962, has been filed in this registry by Mary Njeri Gachuhi, of P.O. Box 110, Murang'a, in her capacity as an administratrix of the deceased's estate.

And further take notice that objections in the prescribed form to the making of the proposed grant are invited and must be lodged in this registry within thirty (30) days of publication of this notice.

And further take notice that if no objection has been lodged in this registry in the prescribed form within thirty (30) days of the date of publication of this notice, the court may proceed to make the grant as prayed or to make such order as it thinks fit.

Dated the 8th February, 1994.

NYAGA NJAGE,
District Registrar, Murang'a.

GAZETTE NOTICE No. 975

IN THE PRINCIPAL MAGISTRATE'S COURT
AT MURANG'A

IN THE MATTER OF THE ESTATE OF KIRIGA
MUTHUNGU OF MURANG'A DISTRICT

PROBATE AND ADMINISTRATION

SUCCESSION CAUSE NO. 59 OF 1994

LET all the parties concerned take notice that a petition for a grant of letters of administration intestate to the estate of the above-named deceased, who died at Murang'a Hospital, on 11th January, 1972, has been filed in this registry by Fredrick Irungu Kirigia, of P.O. Box 231, Murang'a, in his capacity as an administrator of the deceased's estate.

And further take notice that objections in the prescribed form to the making of the proposed grant are invited and must be lodged in this registry within thirty (30) days of publication of this notice.

And further take notice that if no objection has been lodged in this registry in the prescribed form within thirty (30) days of the date of publication of this notice, the court may proceed to make the grant as prayed or to make such order as it thinks fit.

Dated the 18th February, 1994.

W. N. NJAGE,
District Registrar, Murang'a.

GAZETTE NOTICE No. 976

IN THE PRINCIPAL MAGISTRATE'S COURT
AT MURANG'A

IN THE MATTER OF THE ESTATE OF GACHUHI
KAMAU OF MURANG'A DISTRICT

PROBATE AND ADMINISTRATION

SUCCESSION CAUSE NO. 61 OF 1994

LET all the parties concerned take notice that a petition for a grant of letters of administration intestate to the estate of the above-named deceased, who died at Nyakihai Sub-location, on 28th May, 1985, has been filed in this registry by Margaret Njoki Gachuhi, of P.O. Box 111, Murang'a, in her capacity as an administratrix of the deceased's estate.

And further take notice that objections in the prescribed form to the making of the proposed grant are invited and must be lodged in this registry within thirty (30) days of publication of this notice.

And further take notice that if no objection has been lodged in this registry in the prescribed form within thirty (30) days of the date of publication of this notice, the court may proceed to make the grant as prayed or to make such order as it thinks fit.

Dated the 16th February, 1994.

NYAGA NJAGE,
District Registrar, Murang'a.

GAZETTE NOTICE No. 977

IN THE PRINCIPAL MAGISTRATE'S COURT AT THIKA

IN THE MATTER OF THE ESTATE OF PETER GICHUHI
KAMAU ALIAS GIUCHUHI KAMAU OF KIJUMO

LOCATION, MURANG'A

PROBATE AND ADMINISTRATION

SUCCESSION CAUSE NO. 3 OF 1994

LET ALL the parties concerned take notice that a petition for a grant of letters of administration intestate to the estate of the above-named deceased, who died at Nairobi, on 14th December, 1983, has been filed in this registry by Joseph Gikonyo Gichuhi, in his capacity as an administrator of the deceased's estate.

And further take notice that objections in the prescribed form to the making of the proposed grant are invited and must be lodged in this registry within thirty (30) days of publication of this notice.

And further take notice that if no objection has been lodged in this registry in the prescribed form within thirty (30) days of the date of publication of this notice, the court may proceed to make the grant as prayed or to make such order as it thinks fit.

Dated the 25th January, 1994.

S. N. MUTUKU,
District Registrar, Thika.

GAZETTE NOTICE No. 978

IN THE PRINCIPAL MAGISTRATE'S COURT AT KITALE
IN THE MATTER OF THE ESTATE OF MATAYO WEKESA
CHEVAI OF TONGAREN, BUNGOMA DISTRICT
PROBATE AND ADMINISTRATION

SUCCESSION CAUSE NO. 77 OF 1993

LET ALL the parties concerned take notice that a petition for a grant of letters of administration intestate to the estate of the above-named deceased, who died at Tongaren Scheme, Bungoma District, on 17th December, 1990, has been filed in this registry by Jotham Jonathan Chemwa Matayo, of P.O. Box 641, Kitale, in his capacity as son of the deceased.

And further take notice that objections in the prescribed form to the making of the proposed grant are invited and must be lodged in this registry within thirty (30) days of publication of this notice.

And further take notice that if no objection has been lodged in this registry in the prescribed form within thirty (30) days of the date of publication of this notice, the court may proceed to make the grant as prayed or to make such order as it thinks fit.

Dated the 12th October, 1993.

G. A. MMASI,
District Registrar, Kitale.

GAZETTE NOTICE No. 979

IN THE RESIDENT MAGISTRATE'S COURT
AT MURAANG'A
IN THE MATTER OF THE ESTATE OF GAKURU
KARUMBA
PROBATE AND ADMINISTRATION

SUCCESSION CAUSE NO. 266 OF 1993

LET ALL the parties concerned take notice that a petition for a grant of letters of administration intestate to the estate of the above-named deceased, who died at Kenyatta National Hospital, on 10th August, 1964, has been filed in this registry by Kiganjo Gakuru, of P.O. Box 28294, Nairobi, in his capacity as an administrator of the deceased's estate.

And further take notice that objections in the prescribed form to the making of the proposed grant are invited and must be lodged in this registry in the prescribed form within thirty (30) days of the date of publication of this notice, the court may proceed to make the grant as prayed or to make such order as it thinks fit.

And further take notice that if no objection has been lodged in this registry in the prescribed form within thirty (30) days of the date of publication of this notice, the court may proceed to make the grant as prayed or to make such order as it thinks fit.

Dated the 3rd December, 1993.

W. N. NJAGE,
District Registrar, Murang'a.

GAZETTE NOTICE No. 980

IN THE RESIDENT MAGISTRATE'S COURT
AT WEBUYE
IN THE MATTER OF THE ESTATE OF TOM
KISILA KIBOI OF WEBUYE
PROBATE AND ADMINISTRATION

SUCCESSION CAUSE NO. 29 OF 1993

LET all the parties concerned take notice that a petition for a grant of letters of administration intestate to the estate of the above-named deceased, who died at Masimba, Machakos, on 31st July, 1991, has been filed in this registry by Jane Natocho Kisila, of P.O. Box 535, Webuye, in her capacity as an administratrix of the deceased's estate.

And further take notice that objections in the prescribed form to the making of the proposed grant are invited and must be lodged in this registry in the prescribed form within thirty (30) days of the date of publication of this notice, the court may proceed to make the grant as prayed or to make such order as it thinks fit.

And further take notice that if no objection has been lodged in this registry in the prescribed form within thirty (30) days of the date of publication of this notice, the court may proceed to make the grant as prayed or to make such order as it thinks fit.

Dated the 1st December, 1993.

D. O. ONDABU,
District Registrar, Webuye.

GAZETTE NOTICE No. 981

IN THE RESIDENT MAGISTRATE'S COURT AT VOI
PROBATE AND ADMINISTRATION

TAKE NOTICE that applications having been made in this court in:

CAUSE NO. 16 OF 1993

By Wilson Murombo Njawuli, of Mgange-Nyika Location, P.O. Mgange-Nyika, for a grant of letters of administration intestate to the estate of Mkirema Jawuli, of Taita/Taveta District in Coast Province, who died at Mwanda, Taita/Taveta, on 7th June, 1985.

CAUSE NO. 26 OF 1993

By Ramadhani Mwambai Mvoi, of P.O. Box 98, Mwatate, Taita/Taveta District in Coast Province within the Republic of Kenya, for a grant of letters of administration intestate to the estate of Juma Mavoi, of Chawia Location, Taita/Taveta District, who died in 1983.

CAUSE NO. 27 OF 1993

By Phelister Wughanga Keke, of Mwandau Village, Tausa Sub-location, for a grant of letters of administration intestate to the estate of Kasha Mwainge, of Taita/Taveta District in Coast Province, who died at Mwandau Village, on 7th May, 1980.

CAUSE NO. 29 OF 1993

By Eric Mwandezi Shuma, of Mrugua Sub-location, Bura Location, Taita/Taveta District in the Coast Province within the Republic of Kenya, for a grant of letters of administration intestate to the estate of Philip Mwakio Ngima, of Bura Location, Taita/Taveta District, who died at Mrugua Sub-location, on 21st May, 1989.

CAUSE NO. 1 OF 1994

By George Mwakoi, of Wundanyi Location, P.O. Box 1064, Wundanyi, for a grant of letters of administration intestate to the estate of Mwabili Mwaliko Mwanyumba, of Taita/Taveta District in Coast Province, who died at Wesu Hospital, on 5th May, 1986.

The court will proceed to issue the same unless cause be shown to the contrary and appearance in this respect entered within thirty (30) days from the date of publication of this notice in the *Kenya Gazette*.

Dated the 9th February, 1994.

NIDUKU NJUKI,
District Registrar, Voi.

GAZETTE NOTICE No. 982

THE COMPANIES ACT

(Cap. 486, rule 107 (1) (4))

WINDING-UP CAUSE NO. 18 OF 1993

Name of company.—Kaeler (Africa) Ltd.

Address of registered office.—Alico House, Nyerere/Mamlaka Roads.

Registered postal address.—P.O. Box 42423, Nairobi.

Nature of business.—Importers of machinery and material for making plastics.

Court.—High Court of Kenya at Nairobi.

No. of matter.—ORW 18 of 1993.

Date of presentation of petition.—27th April, 1994.

Dated the 15th February, 1994.

W. K. T. RICHU,
Senior Deputy Official Receiver.

GAZETTE NOTICE No. 983

KENINDIA ASSURANCE CO. LTD.

P.O. Box 44372, Nairobi

LOSS OF INSURANCE CERTIFICATE

IT IS notified for general information of the public that our unused motor insurance certificate No. CF 745548, is lost. It is now cancelled and we will not accept any liability whatsoever in respect or under the said certificate.

Dated the 22nd February, 1994.

P. DAMJI,
Assistant General Manager.

4th March, 1994

GAZETTE NOTICE No. 984

KENYA NATIONAL ASSURANCE COMPANY LIMITED

(Incorporated in Kenya)

Head Office: P.O. Box 20425, Nairobi

LOSS OF POLICY

Policy No. 0219618 in the name of and on the life of Albert K. Kalama.

REPORT has been made to this company on the loss of the above-numbered policy, the original having been reported as lost or stolen. Notice is given that unless objection is lodged to the contrary at the office of the company within thirty (30) days from the date of this notice, the maturity claim proceeds will be paid and the company's liability under this policy will cease.

Z. OKONGO,
Life Manager.

GAZETTE NOTICE No. 985

THE JUBILEE INSURANCE COMPANY LIMITED

(Incorporated in Kenya)

Head Office: P.O. Box 30376, Nairobi

LOSS OF POLICY

Policy No. 126560 in the name of and on the life of Graham Mburea Mugendi.

APPLICATION has been made to this company for the issue of duplicate of the above-numbered policy the original having been reported as lost or misplaced. Notice is given that unless objection is lodged to the contrary at the office of the company within thirty (30) days from the date of this notice, duplicate policy will be issued, which will be the sole evidence of the contract.

Dated the 17th January, 1994.

M. W. MUINUVE,
Senior Manager,
Life Department.

GAZETTE NOTICE No. 986

THE INSURANCE ACT

(Cap. 487)

INTENTION TO APPLY FOR TRANSFER

THE Prudential Assurance Company Limited, a company incorporated in England, whose registered office is situated at 142 Holborn Bars, London EC1 2NH United Kingdom, intends to transfer its Kenyan life and annuity business being administered by the Prudential Assurance Company of Kenya Ltd., a company incorporated in the Republic of Kenya, having its registered office on 4th Floor, Yaya Centre, Hurlingham, Nairobi, to the Jubilee Insurance Company Limited, a company incorporated in the Republic of Kenya, having its registered office at Jubilee Insurance House, Wabera Street, Nairobi.

In accordance with the provisions of section 114 of the Insurance Act, any person (including an employee, director, shareholder or policyholder), who has reasonable grounds for believing that he would be adversely affected by the carrying out of the proposed scheme of transfer is invited to write or make oral representations to the Commissioner of Insurance within thirty (30) days of the publication of this notice stating the grounds on which he believes that he would be adversely affected by the carrying out of the scheme of transfer.

In pursuance of the provisions of the Insurance Act, we have obtained an independent actuary's report from R. Watson & Sons Consulting Actuaries. After careful inspection of the terms and conditions of the transfer of the life and annuity business from our company to the Jubilee Insurance Company, we have received the following certificate which states:

"..... Pursuant to the provision of section 113 subsection 3 of the Insurance Act (Cap. 487), we hereby certify

that in our opinion the transfer of the long-term business (life and annuity does not materially affect the security of the current policyholders of the Kenya branch of Prudential Assurance Co. Ltd., or Jubilee and that the scheme makes adequate provision for the bonus expectations of current policyholders of both companies."

Copies of the original agreement dated 20th December, 1990, and supplemental agreements respectively dated 10th July, 1991 and 11th December, 1991 and statements setting out the particulars for carrying out the said transfer into effect and copies of the actuarial reports upon which the agreement is founded including a report by an independent actuary as required under the Insurance Act, are available for inspection on weekdays from 9 a.m. to 12 noon and from 2 p.m. to 4 p.m. in the offices indicated below. The certificates issued by the independent actuary will be available for inspection together with the above documents.

The Office of the Commissioner
of Insurance,
Anniversary Towers,
University Way,
P.O. Box 43505, Nairobi.
Room No. 804, 8th Floor,
Telephone: 330428, ext. 333.

The Prudential Assurance
Company of Kenya Ltd.,
4th Floor, Yaya Centre,
Hurlingham,
P.O. Box 30064, Nairobi.
Telephone: 567374/6/9/80.

The Jubilee Insurance
Company Limited,
Jubilee Insurance House,
Wabera Street,
P.O. Box 30376, Nairobi.
7th Floor,
Telephone: 340343.

GAZETTE NOTICE No. 987

THE LOCAL GOVERNMENT ACT

(Cap. 265)

THE MURANG'A TRADE DEVELOPMENT
JOINT LOANS BOARD

APPOINTMENT OF BOARD MEMBERS

IN EXERCISE of the powers conferred by paragraph 3 of the Local Government (Murang'a Trade Development Joint Loans Board) Order, the County Council of Murang'a appoints—

Clr. Washington Maina Mwangi,
Clr. Mwangi Kihara,
Clr. Joseph Kamande Kibunja,
to be members of the Murang'a Trade Development Joint Loans Board.

Dated the 11th February, 1994.

P. M. NJOROGE,
Clerk to Council.

GAZETTE NOTICE No. 988

THE RATING ACT

(Cap. 267)

THE RUNYENJES TOWN COUNCIL

APPOINTMENT OF VALUERS

NOTICE is given that pursuant to section 7 of the Rating Act, the Runyenjes Town Council, with the approval of the Minister for Local Government, appoints—

W. M. Thandi,
E. W. Kakai,
G. K. Mutugi,
to be valuers for the council.

A. O. ODERO,
Clerk to Council.

GAZETTE NOTICE NO. 989

THE LOCAL GOVERNMENT ACT
(Cap. 265)

THE MUNICIPAL COUNCIL OF ELDORET

FEES AND CHARGES FOR 1994

IN EXERCISE of the powers conferred by section 148 of the Local Government Act, the Municipal Council of Eldoret has, with approval of the Minister for Local Government, imposed fees and charges as listed hereunder, with effect from 1st January, 1994.

SCHEDULE

| Occupation or business | Approved fees and charges KSh. cts. |
|--|--|
| <i>Trade and general licences:</i> | |
| Saw miller (large) | 4,450.00 |
| Saw miller (small) | 2,250.00 |
| Clothing shop (large) | 3,250.00 |
| Clothing shop (small) | 850.00 |
| Mattress dealer (large) | 2,340.00 |
| Mattress dealer (small) | 980.00 |
| "Off" licence | — |
| "On" licence (low class "B") | 1,560.00 |
| "On" licence (high class C to E) | 2,340.00 |
| Watch dealer (large) | 1,560.00 |
| Watch dealer (small) | 650.00 |
| Radio dealer | 2,340.00 |
| Hardware (large) | 5,200.00 |
| Hardware (small) | 2,600.00 |
| Building materials | 4,480.00 |
| General wholesale and retail in grocer | 2,860.00 |
| General merchant and retail | 10,000.00 |
| Other merchandise: | |
| (i) High class | 7,150.00 |
| (ii) Low class | 5,850.00 |
| Draper/tailoring shop: | |
| (a) High class | 2,280.00 |
| (b) Low class | 850.00 |
| General wholesaler in grocery | 2,280.00 |
| General wholesaler in other merchandise: | |
| (a) High class | 6,500.00 |
| (b) Low class | 5,200.00 |
| Chemist: | |
| (a) Large | 3,250.00 |
| (b) Small | 1,950.00 |
| Tyre dealer: | |
| (a) New | 3,250.00 |
| (b) Second retread | 2,340.00 |
| Garage: | |
| (a) Large | 4,550.00 |
| (b) Small | 1,500.00 |
| Petrol station | 4,550.00 |
| Motor spare parts and accessories dealer: | |
| (a) Large | 6,500.00 |
| (b) Small | 2,600.00 |
| Drycleaner: | |
| (a) Large | 3,250.00 |
| (b) Small | 650.00 |
| (c) Manual <i>dhoobi</i> | 100.00 |
| H.P. shop | 7,800.00 |
| Tender (non-refundable deposit) | 520.00 |
| Minutes subscription per annum or Sh. 26 per month | 312.00 |
| Wood workshop | 1,880.00 |
| Shoe dealer: | |
| (a) High class | 2,600.00 |
| (b) Low class | 1,300.00 |
| Cement dealer | 1,690.00 |
| Insurance agency | 3,900.00 |
| Insurance company premises | 3,900.00 |
| Travel agency | 1,950.00 |
| Photo studio | 1,560.00 |
| Driving school | 2,340.00 |
| Carpentry shop | 970.00 |
| Welding dealer | 1,300.00 |
| Tractor dealer | 2,990.00 |
| Cycle dealer, repair and spares: | |
| (a) Large | 1,950.00 |
| (b) Small | 1,560.00 |
| (c) Minor repairs | 650.00 |

SCHEDULE—(Contd.)

| Occupation or business | Approved fees and charges KSh. cts. |
|--|--|
| Motor vehicles dealer | 4,940.00 |
| Commercial college | 3,900.00 |
| Bookshop | 2,600.00 |
| Second-hand goods | 2,340.00 |
| Sports equipment house | 2,340.00 |
| Timber and woodfuel dealer | 3,900.00 |
| Sewing machine dealer | 1,560.00 |
| Blacksmith and tinsmith: | |
| (a) Large | 3,120.00 |
| (b) Small | 780.00 |
| Building contractor: | |
| (a) Large | 4,940.00 |
| (b) Small | 2,740.00 |
| Auctioneer | 3,900.00 |
| Professional, doctor, lawyer, accountant, semi-professional accountant, etc. | 1,950.00 |
| Value and estate agent surveyor: | |
| (a) Large | 3,900.00 |
| (b) Small | 1,300.00 |
| Para-medicals | 780.00 |
| Medical laboratory | 780.00 |
| Dental clinic (managed dental technologist) | 780.00 |
| Massage clinic | 390.00 |
| Financial institution | 6,500.00 |
| Night club | 3,900.00 |
| Furniture manufacturer | 3,120.00 |
| Furniture retailer | 2,340.00 |
| Large manufacturer and wholesaler | 7,800.00 |
| Hides and skins dealer | 4,550.00 |
| Scrap metal dealer | 1,560.00 |
| Plumber/drain layer | 1,300.00 |
| Printing press | 4,550.00 |
| Travelling wholesaler | 1,690.00 |
| Fuel depot | 6,500.00 |
| Floor mill plant and wholesale | 9,100.00 |
| Lodging house: | |
| (a) Over 20 rooms | 3,900.00 |
| (b) 11 to 20 rooms | 3,250.00 |
| (c) One to ten rooms | 1,950.00 |
| Cinema theatre | 2,340.00 |
| Butchery: | |
| (a) High class | 3,120.00 |
| (b) Low class | 1,560.00 |
| Grocer and green grocer | 1,360.00 |
| Grocer | 970.00 |
| Restaurant | 1,560.00 |
| Eating house | 1,170.00 |
| Green grocer shop | 390.00 |
| Snack bar | 1,560.00 |
| Bakery: | |
| (a) Large | 4,680.00 |
| (b) Small | 2,340.00 |
| Roasting meat | 780.00 |
| Food store | 780.00 |
| Posho mill | 1,560.00 |
| Soup kitchen and nyoyo stall | 320.00 |
| Charcoal dealer | 970.00 |
| Charcoal store | 320.00 |
| Salon/barber shop | 780.00 |
| Radio, T.V. repairer | 780.00 |
| Picture frames | 190.00 |
| Newspaper vendor | 190.00 |
| Sale of <i>miraab</i> | 390.00 |
| Flower vendor (florist) | 190.00 |
| Electrical goods and T.V. shop | 3,900.00 |
| Household goods dealer | 3,000.00 |
| Household goods dealer (low class) | 1,950.00 |
| Verandah knitting | 190.00 |
| Watch repairer (verandah) | 190.00 |
| Shoe shine | 130.00 |
| Snuff tobacco | 190.00 |
| Shoe maker | 650.00 |
| Shoe repairer | 190.00 |
| Signwriter: | |
| (a) Large | 390.00 |
| (b) Small | 190.00 |
| Verandah tailoring | 190.00 |
| Fish manager | 230.00 |

SCHEDULE—(Contd.)

| Occupation or Business | Approved fees and charges KSh. cts. |
|---|---|
| Charity sweepstake (kiosk) | 650.00 |
| Traditional medicine dealer (herbalist) | 650.00 |
| Residential club | 3,120.00 |
| Tourist hotel | 5,460.00 |
| Small factory/light industry wholesale | 3,900.00 |
| Engineering works | 4,550.00 |
| Physiotherapy clinic | 520.00 |
| Body builders: | |
| (a) Large | 5,200.00 |
| (b) Small | 3,900.00 |
| Quarry licence | 7,800.00 |
| Blockmakers dealer | 3,120.00 |
| Storage warehouse/godown | 2,600.00 |
| Hotel licenced under Hotels Licensing Act ... | 3,900.00 |
| Other ordinary hotels | 780.00 |
| Security guards companies: | |
| (a) Large—over 50 night guards | 6,500.00 |
| (b) Medium—20 to 50 guards | 3,900.00 |
| (c) Small—below 20 guards | 1,300.00 |
| Wines and spirits distributor | 3,250.00 |
| Weighing scale dealer and repairer | 2,340.00 |
| Garage panel beating and spray | 1,690.00 |
| Animal feeds and fertilizer wholesaler: | |
| (a) Large | 2,340.00 |
| (b) Small | 1,300.00 |
| Goldsmith and jewellery | 3,250.00 |
| Glazier | 2,340.00 |
| Music house/shop | 1,300.00 |
| Cigarette distributor | 3,250.00 |
| Cigarette stockist | 1,300.00 |
| Beer and beverage depot | 6,500.00 |
| Beer and beverage distributor | 4,680.00 |
| Toys and cosmetics goods | 1,300.00 |
| Manufacturers representative | 3,900.00 |
| Jukebox per installation | 780.00 |
| Gambling machine per installation | 910.00 |
| Supermarkets: | |
| (a) Large | 7,800.00 |
| (b) Small | 4,680.00 |
| Multi-merchandise | 9,100.00 |
| Firewood dealer | 1,300.00 |
| Private schools: | |
| (a) Nursery school: | |
| (i) High class | 1,500.00 |
| (ii) Middle class | 1,200.00 |
| (iii) Low class | 800.00 |
| (iv) Others | 500.00 |
| (b) Primary school: | |
| (i) High class | 2,000.00 |
| (ii) Others | 1,000.00 |
| (c) Secondary school | 2,500.00 |
| (d) High school forms I to IV | 3,500.00 |
| (e) High school forms V to VI | 1,200.00 |
| (f) Tailoring school | 1,000.00 |
| (g) Private polytechnic | 1,040.00 |
| Newspaper distributor | 1,500.00 |
| Leather dealer | 1,170.00 |
| Carvings and pottery | 650.00 |
| Imports and exports | 5,850.00 |
| Joinery and glassware | 5,980.00 |
| Foundry and joinery works | 5,980.00 |
| Cushion maker: | |
| (a) Large | 2,340.00 |
| (b) Small | 1,040.00 |
| (c) Verandah | 390.00 |
| Video dealer | 1,950.00 |
| Refrigerators, cookers, etc. | 3,120.00 |
| Breakdown service | 3,120.00 |
| Private nursing home | 3,900.00 |
| Electrical contractor | 4,550.00 |
| Optical goods | 1,560.00 |
| Day and night club | 5,460.00 |
| Office equipment dealer | 5,200.00 |
| Take-away canteen | 1,040.00 |
| Staff canteen | 1,040.00 |
| Open-air garage | 1,170.00 |
| Open-air welding | 1,170.00 |

SCHEDULE—(Contd.)

| Occupation or business | Approved fees and charges KSh. cts. |
|---|---|
| Petrol station with servicing facilities and accessories | 6,500.00 |
| Petrol station with servicing facilities | 5,850.00 |
| Ice-cream dealer | 1,620.00 |
| Ice-cream handler | 390.00 |
| Stationery | 3,250.00 |
| Curio shop | 650.00 |
| Photocopying machine | 840.00 |
| Ice-cream manufacturer | 1,300.00 |
| Commercial agency | 2,340.00 |
| Battery charging | 520.00 |
| Fosho mills dealer | 5,850.00 |
| Other industrial machinery | 5,850.00 |
| Penalty for late payment of licences after 31st March (50 per cent) | — |
| Packing | 3,250.00 |
| Automatic photocentre | 780.00 |
| Transport companies: | |
| (a) Large | 5,200.00 |
| (b) Medium | 2,600.00 |
| (c) Small | 1,300.00 |
| Change of name, business and licence | 320.00 |
| Radiator, injector pump and injector repairer ... | 910.00 |
| Locksmith | 190.00 |
| Electrical refrigerator, sewing and knitting machine repairer | 850.00 |
| Hand cart | 100.00 |
| Fuel distributor | 3,120.00 |
| Confectionery | 1,560.00 |
| Terrazo and home repairer | 970.00 |
| Secretarial bureau | 780.00 |
| Jaggery—sukari nguru | 1,040.00 |
| Verandah second-hand books dealer | 320.00 |
| Freelance photographer | 450.00 |
| Groundnuts seller | 190.00 |
| Livestock licence | 3,250.00 |
| Slaughter slabs | 1,300.00 |
| Illuminated signboards: | |
| (2 ft. X 5 ft. and over) | 650.00 |
| (below 2 ft. X 5 ft.) | 540.00 |
| Non-illuminated signboards: | |
| (2 ft. X 5 ft. and over) | 320.00 |
| (2 ft. X 5 ft. and below) | 190.00 |
| Extra-large board e.g. for B.A.T. at the outskirts of town | 1,300.00 |
| Advertising at the bus park, shelters, roadside shelters, any other place, etc. | 1,300.00 |
| Video shows | 2,600.00 |
| Area development: | |
| Old Uganda Road | 300.00 |
| Kipkarren, Kimumu and Kingongo | 300.00 |
| Eldoret West/Kapsoya per plot owner | 300.00 |
| Kamkunji and Langas per plot owner | 300.00 |
| Huruma per plot owner | 300.00 |
| Mwenderi per plot owner | 300.00 |
| Bacon per plot owner | 300.00 |
| Land rent—Eldoret West: | |
| Residential plots | 130.00 |
| Commercial plot | 320.00 |
| Small industrial plot | 260.00 |
| Large industrial plot | 650.00 |
| Shamba permit | 130.00 |
| Market—wholesale: | |
| Private market licence | 3,600.00 |
| Lorry load of produce regardless of capacity | 260.00 |
| Pick-up | 100.00 |
| One bag of produce | 8.00 |
| Tomatoes, pawpaw—small box/carton | 4.00 |
| Tomatoes, pawpaw—carton/large box | 6.00 |
| Poultry per head | 4.00 |
| Tomatoes, pawpaw—small basket | 3.00 |
| Egg per tray | 3.00 |
| A bundle of baskets—10 | 4.00 |
| Banana per cluster | 6.50 |
| Pots—each | 4.00 |
| Flowers per bunch | 3.00 |
| Vegetables per bag | 8.00 |
| Vegetables less than a bag | 4.00 |
| Potatoes per bag | 10.00 |

| SCHEDULE (Contd.) | | SCHEDULE—Contd.) | |
|--|-----------------------------------|---|--|
| Occupation or business | Approved fees and charges KSh. | Occupation or business | Approved fees and charges KSh. cts. |
| Fruits per carton, box, etc. ... | 4.00 | (b) Children ... | 425.00 |
| Onions per bag ... | 10.00 | Public cemetery: | |
| Onions less than a bag ... | 6.50 | (a) Adult ... | 100.00 |
| Crate of farm produce ... | 6.50 | (b) A child ... | 55.00 |
| Basket of dried or fresh fish ... | 8.00 | Exhumation of buried body ... | 2,000.00 |
| Bundle of basket of tobacco ... | 6.50 | Health services—innoculation fees: | |
| Bundle of 10 ropes ... | 3.00 | Yellow fever: | |
| One bag of pens, beans or maize ... | 12.00 | (a) Normal hours ... | 630.00 |
| One tin of peas, beans or maize ... | 4.00 | (b) Outside normal hours ... | 650.00 |
| One bag of cassava ... | 6.50 | Cholera: | |
| One tin of cassava ... | 3.00 | (a) Normal hours ... | 65.00 |
| One tin of cucumber ... | 4.00 | (b) Outside normal hours ... | 100.00 |
| Groundnuts per bag ... | 12.00 | Booklet ... | 30.00 |
| Groundnuts per tin ... | 6.50 | Health centres: | |
| Mats each ... | 2.60 | Ante-natal clinic ... | 10.00 |
| Stall retail per day ... | 13.00 | Medical examination for food handler (3 months) ... | 50.00 |
| <i>Main market stalls rent:</i> | | Age assessment ... | 30.00 |
| 1 to 7, 27, 34 to 35 and 58 to 59 (115.00) ... | 150.00 | Medical examination for school student ... | 30.00 |
| 71 to 72, 81 to 89 and 98—(110.00) ... | 145.00 | Medical examination for college student ... | 60.00 |
| 8 to 26, 60 to 62, 28 to 33 and 36 to 57 (105.00) ... | 140.00 | Other higher institution (abroad, within) ... | 100.00 |
| 63 to 70, 73 to 80, 82 to 88 and 90 to 97 (95.00) ... | 125.00 | Out-patient cards (per week) ... | 10.00 |
| One bicycle ... | 40.00 | Laboratory: | |
| Petty trader per day (town area) ... | 50.00 | (i) Urine ... | 30.00 |
| Bus booking officers 4 No. ... | 550.00 | (ii) Blood ... | 30.00 |
| <i>Eldoret West Market:</i> | | Eldoret Maternity Home fees per confinement ... | 200.00 |
| Lock-up shop per month ... | 120.00 | <i>Other services:</i> | |
| General produce per month ... | 120.00 | Search fee ... | 150.00 |
| Enclosed covered per month ... | 100.00 | Licence application ... | 30.00 |
| Open-air stall per month ... | 30.00 | Consent to transfer/consent to charge ... | 2,600.00 |
| Butchery per month ... | 300.00 | Rates clearance certificate/monthly ... | 200.00 |
| Fish stall ... | 120.00 | Late licence application fee ... | 200.00 |
| Poultry stall ... | 120.00 | Building occupation permit ... | 1,300.00 |
| Bicycle shop ... | 300.00 | Consent to lease ... | 1,300.00 |
| Market canteen ... | 500.00 | Extention to lease ... | 1,300.00 |
| Wholesale ... | 150.00 | Change of user residential to commercial ... | 4,000.00 |
| Petty trader (per day) ... | 5.00 | Change of user commercial to residential ... | 2,600.00 |
| <i>Meter rents per month:</i> | | Enhancement of user for every additional unit ... | 2,600.00 |
| ½ an inch ... | 9.00 | Hire of shovel/hour ... | 650.00 |
| ⅓ inch ... | 20.00 | <i>Municipal nursery school/primary:</i> | |
| 1 inch ... | 30.00 | (i) Kapsoya nursery per term ... | 450.00 |
| 1½ inches ... | 100.00 | (ii) Other nursery per term ... | 450.00 |
| 2 inches ... | 200.00 | (iii) Accommodation in school/day/classroom ... | 100.00 |
| 3 inches ... | 200.00 | (iv) Acrobatic shows per day ... | 200.00 |
| 4 inches ... | 250.00 | <i>Social hall and office charges:</i> | |
| 6 inches ... | 300.00 | Deposit for hiring chairs ... | 260.00 |
| 8 inches ... | 600.00 | Hire of chairs—each ... | 5.00 |
| Sewer connection charges ... | 650.00 | Hire of benches ... | 10.00 |
| Conservancy (bucket) charges ... | 150.00 | Hire of social hall for meeting ... | 350.00 |
| Opening of private blockages ... | 200.00 | Hire of committee room ... | 50.00 |
| Refuse collection dustbin per month ... | 30.00 | <i>Hire of social hall:</i> | |
| Sale of sludge per ton ... | 13.00 | (a) Cinema ... | 390.00 |
| <i>Slaughter-house charges:</i> | | (b) Harambee fund raising (women group) ... | 350.00 |
| <i>Slaughter fees:</i> | | (c) Dance ... | 780.00 |
| (a) Cattle ... | 100.00 | (d) Party ... | 350.00 |
| (b) Sheep/goat ... | 25.00 | <i>Hire of stadium equipment:</i> | |
| (c) Pig ... | 65.00 | Hire of chairs ... | 100.00 |
| <i>Hire of property/service:</i> | | Hire of microphone (public address system) ... | 325.00 |
| Compressor complete per hour ... | 160.00 | <i>Hire of stadium for matches:</i> | |
| Bulldozer/grader per hour ... | 1,100.00 | Local athletics ... | 520.00 |
| Mobile crane per hour ... | 970.00 | Local matches or friendly ... | 650.00 |
| 7-ton lorry (tipper) per hour ... | 293.00 | Super league-minimum plus 25 per cent gate collection ... | 1,500.00 |
| Portable water pump per hour ... | 65.00 | Political meeting (per day) ... | 1,300.00 |
| Electric welding set including electrode per hour | 165.00 | Provincial and national level ... | 780.00 |
| <i>Cess emptier:</i> | | Religious meeting per day ... | 650.00 |
| (a) Small ... | 520.00 | Other services ... | 780.00 |
| (b) Large within town ... | 1,040.00 | Booking charges/fees ... | 390.00 |
| (c) Outside municipality/km. ... | 20.00 | Deposit refundable ... | 520.00 |
| Hearse within municipality ... | 260.00 | Trade union ... | 1,300.00 |
| Body handling ... | 100.00 | Athletics K.A.A.A. ... | 650.00 |
| Outside municipality/km. ... | 25.00 | Sale of soda ... | 650.00 |
| Fire service ordinary call ... | 400.00 | Sweets ... | 130.00 |
| Abulance turn-out-outside municipality ... | 400.00 | Ice-cream ... | 260.00 |
| Ambulance turn-out within the municipality plus Sh. 10 per extra km. ... | 150.00 | <i>Hire of council chamber:</i> | |
| Hire of panting/flags ... | 500.00 | 9.00 a.m. to 1.00 p.m. ... | 350.00 |
| <i>Cemetery services:</i> | | 2.00 p.m. to 5.00 p.m. ... | 350.00 |
| <i>Christian cemetery:</i> | | | |
| (a) Adults ... | 560.00 | | |

SCHEDULE—(Contd.)

| Occupation or business | Approved fees and charges | KSh. cts. |
|---|------------------------------|-----------|
| 5.00 p.m. ot 8.00 p.m. | 350.00 | |
| Social functions | 800.00 | |
| <i>Multi-purpose hall, town hall hire:</i> | | |
| Dances: | | |
| (a) Disco dance | 3,600.00 | |
| (b) Charity dance | 2,000.00 | |
| Meetings: | | |
| (a) Political meeting | 780.00 | |
| (b) Commercial activity | 2,500.00 | |
| (c) Religious welfare function | 300.00 | |
| Boxing, karate and wrestling | 2,000.00 | |
| Motor rally—town hall ground | 2,000.00 | |
| Wedding | 1,000.00 | |
| Town park religious meeting | 100.00 | |
| Pre-wedding | 800.00 | |
| Farewell party | 800.00 | |
| Fund-raising harambee | 800.00 | |
| Booking charges/fee | 500.00 | |
| Refundable deposit | 800.00 | |
| Co-operative society functions | 500.00 | |
| <i>Housing:</i> | | |
| Re-occupation fee in council house after eviction | 320.00 | |
| Transfer fee in council houses made through council per house | 130.00 | |
| Renewals tenants cards per house | 30.00 | |
| <i>Council houses without water meter:</i> | | |
| (a) Kilimani Estate) | | |
| (b) Kidiwa Estate) | | |
| (c) Macharia) | | |
| (d) Kasuswa Estate) | | |
| (e) Tom Mboya Estate) flat rate per month | 55.00 | |
| (f) Kuria Estate) | | |
| (g) Transit) | | |
| (h) Transit accommodation) | | |
| (i) St. Mary's houses) | | |
| <i>Municipal schools:</i> | | |
| (a) Eldoret Union Primary) | | |
| (b) U.G.P. School) | | |
| (c) Sosiani Primary School) | | |
| (d) Kapsoya Primary School) flat rate per month | 130.00 | |
| (e) Central Primary School) | | |
| (f) Kandie Primary School) | | |
| (g) Kimale Primary School) | | |
| <i>Bus park fees:</i> | | |
| Tax cabs (tax per day) and matatu per exit | 10.00 | |
| Local town matatu (M.T.B.—per day) | 30.00 | |
| Matatu station wagon (M.S.W.—per exit) | 7.00 | |
| Public country buses—per exit | 40.00 | |
| Town service matatu permit/month | 1,000.00 | |
| Pioneer shop | 1,500.00 | |
| Lock-up shop | 195.00 | |
| Soup kitchen | 215.00 | |
| Hotel | 1,300.00 | |
| Kidiwa bar | 2,000.00 | |
| Social hall bar | 3,000.00 | |
| Charcoal store per month | 55.00 | |
| Charcoal store per annum | 625.00 | |
| <i>Shops butcheries, bar hotels, etc.:</i> | | |
| Category: | | |
| 16 shops—402-380-395 | 695.00 | |
| One large shop—402-398 | 780.00 | |
| One wholesale shop—402-425 | 1,170.00 | |
| <i>Sports—charges and fees:</i> | | |
| Hire of sports equipment deposit (refundable) | 500.00 | |
| "64" Stadium: | | |
| Religious meeting | 500.00 | |
| Political meeting | 1,000.00 | |
| Union meeting | 500.00 | |
| Football/others (per match) | 300.00 | |
| Hawker (during matches—athletics, etc.) ice-cream sweets, groundnuts, etc. | 15.00 | |
| <i>Naiberti Dam sports fishing weekends only:</i> | | |
| 0-5 catches permit | 250.00 | |
| 0-10 catches permit | 400.00 | |
| Over 10 | 1,000.00 | |

SCHEDULE—(Contd.)

| Occupation or Business | Approved fees and charges | KSh. cts. |
|--|------------------------------|-----------|
| <i>Homecraft training centre:</i> | | |
| Fees per student per month | 200.00 | |
| Practicals (materials) each student per month | 50.00 | |
| Activity fees ach student per month | 20.00 | |
| Hire of utensils | 300.00 | |
| Hire of classroom upto 6 hours | 300.00 | |
| <i>Water deposits:</i> | | |
| High class area | 800.00 | |
| Other area | 500.00 | |
| Turning-on fee | 120.00 | |
| Contractor | 4,000.00 | |
| Hotel | 2,500.00 | |
| Industry | 6,000.00 | |
| Dustbin charges per month | 60.00 | |
| Dia container per month | 360.00 | |
| Large container per month | 1,500.00 | |
| <i>Water charges:</i> | | |
| Kidiwa A. B. C. D. E. F. J. K. | 80.00 | |
| Kidiwa M. and L./Kilimani | 180.00 | |
| Kidiwa M. and L/Kilimani | 180.00 | |
| Macharia | 80.00 | |
| Kapsuswa Old | 55.00 | |
| <i>Public address system:</i> | | |
| Hire | 550.00 | |
| Deposit for bunting | 500.00 | |
| <i>Rental deposits:</i> | | |
| <i>Estates:</i> | | |
| Kodhek | 2,470.00 | |
| Bondeni Phase II | 1,580.00 | |
| Pioneer Phase II | 1,350.00 | |
| Pioneer Phase I | 1,125.00 | |
| Bondeni Phase I | 1,030.00 | |
| Mayabi | 1,030.00 | |
| Uhuru | 690.00 | |
| Kipchoge | 460.00 | |
| Kamanda | 460.00 | |
| Kilimani | 380.00 | |
| Kapsuswa | 350.00 | |
| Kuria | 350.00 | |
| Tom Mboya | 250.00 | |
| St. Mary's | 200.00 | |
| <i>Estate rents—Kidiwa Estate:</i> | | |
| House—types: | | |
| A, B, F, J | 195.00 | |
| C, K, L | 360.00 | |
| D and E two K.T.N. | 220.00 | |
| 31 kitchens | 365.00 | |
| <i>Macharia Estate:</i> | | |
| Category: | | |
| "A" | 220.00 | |
| "B" | 210.00 | |
| "C" | 410.00 | |
| Kilimani Estate | 380.00 | |
| Kapsuswa Estate (Old) category | 80.00 | |
| Mayabi Estate | 1,030.00 | |
| Kodhek Estate | 2,470.00 | |
| Bondeni Phase I | 2,110.00 | |
| Bondeni Phase II | 1,580.00 | |
| Uhuru Estate | 690.00 | |
| Kamanda Estate | 460.00 | |
| Kipchoge Estate | 460.00 | |
| Pioneer Estate Phase I | 1,125.00 | |
| Pioneer Estate Phase II | 1,350.00 | |
| Transit accommodation | 210.00 | |

By order of the Municipal Council of Eldoret.

Dated the 7th January, 1994.

P. K. KIPTOO,
Town Clerk.

GAZETTE NOTICE NO. 990

THE LOCAL GOVERNMENT ACT

(Cap. 265)

THE COUNTY COUNCIL OF NYAMIRA
COLLECTION OF CESS

IN EXERCISE of the powers conferred by section 210 of the Local Government Act, notice is given that the County Council of Nyamira (Agricultural Produce Cess) Adoption By-laws Order, 1988, will be collecting coffee cess from—

Nyabomita,
Magwagwa,
Eaka,
Monomba,
Kemera,
Girango,

societies which fall under the County Council of Nyamira's area of jurisdiction.

Dated the 22nd February, 1994.

J. O. MAYOGI,
Acting Clerk to Council.

GAZETTE NOTICE NO. 991

THE RATING ACT

(Cap. 267)

THE COUNTY COUNCIL OF NYANDARUA

RATES FOR 1994

NOTICE is given that in pursuance of section 15 of the Rating Act, the County Council of Nyandarua, with the approval of the Minister for Local Government, has fixed and levied the following area rates in respect of the year, 1994:

- (a) An area rate of KSh. 10 per annum on all Government land and KSh. 15 per acre, per annum on all gazetted forest areas.
- (b) An area rate of KSh. 1.50 per acre, per annum on all private agricultural land subject to a minimum of KSh. 20 per parcel, per annum;
- (c) An industrial/commercial rate of—
 - (i) KSh. 300 per parcel, per annum on all industrial lands;
 - (ii) KSh. 200 per parcel, per annum on all commercial plots in all trading centres; and
- (d) A residential rate of KSh. 200 per plot, per annum on all residential land.

The above rates became due on 1st January, 1994, and under section 16 (3) of the Rating Act, interest shall become payable at the rate of 1 per cent, per month or part thereof, on any rates remaining unpaid after 30th June, and any part of a month shall be reckoned as one (1) month.

It is further notified that whilst every effort will be made to deliver to every person liable a demand note stating the amount due to the council, failure to deliver such notice will not be held to absolve the debtor from any liability or penalty attaching to non-payment of the rates.

Dated the 1st February, 1994.

D. K. NJUE,
Clerk to Council.

GAZETTE NOTICE NO. 992

MINISTRY OF PUBLIC WORKS AND HOUSING

PREQUALIFICATION OF CONTRACTORS

Tender No. CER/KFW/MOD/R2000/1/94

TENDER FOR MODIFICATION OF EQUIPMENT

ROADS 2000 PILOT PROJECT

THE Ministry of Public Works and Housing intends to call a tender in the near future for the modification and repair of the undermentioned equipment for the Roads 2000 Pilot Project in the Republic of Kenya. This modification work will be financed by the Federal Republic of Germany. The work will involve the reinforcement of machine and structural members, repair of cracks, renewal of cutting edges, renewal of bolts, installation of wheels on rollers and other works

of welding and machining normally done by heavy fabrication workshops:

| Item No. | Description | Quantity |
|----------|---------------------------------------|----------|
| 1. | Towed grader | 4 |
| 2. | Trailers | 6 |
| 3. | Towed roller | 2 |
| 4. | Towed roller (hinged) | 2 |
| 5. | Mobile caravan | 2 |
| 6. | Tractor, agricultural | 4 |
| 7. | Tractor agricultural (loader, ripper) | 2 |

Interested contractors are invited to apply for prequalification before 11th March, 1994, and should submit full details of their premises, qualifications of key personnel, equipment, experience and financial status to the Chief Engineer (Roads), Ministry of Public Works and Housing, P.O. Box 30260, Nairobi, or room No. 68, lower ground floor of Transcom House, along Ngong Road.

Selected tenderers will be supplied with tender documents against a payment of non-refundable fee of KSh. 3,000 or equivalent in cash or banker's cheque to the Permanent Secretary, Ministry of Public Works and Housing. The tender shall be exclusive of duty and V.A.T. The Government reserves the right to accept or reject any or all applications for this tender.

EDWARD MWASI,
Chief Engineer (Roads).

GAZETTE NOTICE NO. 993

CHANGE OF NAME

TAKE NOTICE that by a deed poll dated 26th January, 1994, duly executed and registered in the Registry of Documents at Nairobi as Presentation No. 203 in Volume DI, Folio 474/3218, File DXXVI, by our client, Roseline Achieng Otieno, formerly known as Roseline Achieng Racho, formally and absolutely renounced and abandoned the use of her former name Roseline Achieng Racho and in lieu thereof assumed and adopted the name Roseline Achieng O'ieno for all purposes and authorizes and requests all persons at all times to designate, describe and address her by her assumed name Roseline Achieng Otieno only.

WARUHIU & MUTTE,
*Advocates for Roseline Achieng O'ieno,
formerly known as Roseline Achieng Racho.*

GAZETTE NOTICE NO. 994

CHANGE OF NAME

NOTICE is given that by a deed poll dated 2nd February, 1994, duly executed and registered in the Registry of Documents at Nairobi as Presentation No. 62 in Volume DI, 473/3200, File DXXVI, by our client, Francis Mungai Njoki, of the Republic of Kenya, formerly known as Francis Mungai Kiarie, formally and absolutely renounced and abandoned the use of his former name Francis Mungai Kiarie and in lieu thereof assumed and adopted the name Francis Mungai Njeri for all purposes and authorizes and requests all persons at all times to designate, describe and address him by his assumed name Francis Mungai Njeri only.

WAWERU MUNYI & CO.,
*Advocates for Francis Mungai Njeri,
formerly known as Francis Mungai Kiarie.*

GAZETTE NOTICE NO. 995

JOIN MOTORS

REMOVAL OF MOTOR VEHICLE

NOTICE is given to the owner of motor vehicle registration No. KPN 714, Volkswagen Kombi, to remove his vehicle within twenty-one (21) days from the date of publication of this notice from the premises of Join Motors, along Enterprise Road, Industrial Area, upon payment of debts, storage and other incidental charges.

Should the owner fail to pay all the charges aforesaid and remove the said motor vehicle as above the vehicle shall be sold by public auction or private treaty under the Disposal of Uncollected Goods Act (Cap. 38), the proceeds applied to the said charges and the balance, if any, shall be held to his credit and in the event of any shortfall, Join Motors will institute legal proceedings for the recovery of the balance.

Dated the 16th February, 1994.

NJIRU BONIFACE & CO.,
Advocates for Join Motors.

GAZETTE NOTICE NO. 904

THE GOVERNMENT LANDS ACT
(Cap. 280)

PLOTS FOR ALIENATION—MBAKALE TOWNSHIP

THE Commissioner of Lands invites applications for the alienation of plots in the above township described in the schedule hereto. A plan showing the plots may be obtained from the Public Map Office, P.O. Box 30089, Nairobi, on payment of KSh. 35, post free.

2. Completed applications should be submitted to the Commissioner of Lands, Nairobi, through the District Lands Officer, P.O. Box 382, Bungoma.

3. Applications must be sent so as to reach the district lands officer, Bungoma, not later than noon, on Monday, 28th March, 1994, and the applicants must enclose with their applications either a banker's cheque, money order or postal order for KSh. 1,000 made payable to the Commissioner of Lands as deposit which will be dealt with as follows:

- (a) Credited to a successful applicant.
 - (b) Refunded to an unsuccessful applicant.
 - (c) Forfeited if a successful applicant fails to pay within thirty (30) days of the offer of a plot, and the applicant shall have no further claim thereto.
 - (d) Non-refundable KSh. 100, payable to the Commissioner of Lands.
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 banker's letter or other evidence of financial status in support.
 - (c) The manner in which it is proposed to raise the balance required for development, if any.
 - (d) Full details of both residential and/or commercial properties owned by the applicant in the township.
 - (e) Individual applicants to indicate numbers of their identity cards.
 - (f) In case of companies, names of directors to be included.

5. The successful allottee of a plot shall pay to the Commissioner of Lands within thirty (30) days of notification that his/her application has been successful, the stand premium and proportion of the annual rent together with conveyancing, stamp duty, registration fees, contributions in lieu of rates, roads and drains charges and survey fees. In default of payment within the specified time, the Commissioner of Lands may cancel the allocation and the applicant shall have no claim to the plot.

General Conditions

The grant/lease will be made under the provisions of the Government Lands/Trust Land Act, and title will be issued under the Registration of Titles Act (Cap. 281), or the Registered Land Act (Cap. 300), as the case may be.

2. The grant/lease will be issued in the name of allottee as given in letter or application and will be subject to the special conditions set out below.

3. The term of the grant/lease will be for ninety-nine (99) years from the first day of the month following the issue of the letter of allotment.

Special Conditions

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 of Lands shall not give his approval unless he is satisfied that the proposals are such as to develop the land adequately and satisfactorily.

2. The lessee shall, within six (6) calendar months of the actual registration of the lease submit in triplicate to the local authority and the Commissioner of Lands plans, (including block plans showing the positions of the buildings and system of drainage for the disposal of sewage, surface and sulphage water), drawings, elevations and specifications of the buildings the lessee proposes to erect on the land and shall, within twenty-four (24) months of the actual registration of the lease, 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 of Lands:

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

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

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

Provided further that if such notice as aforesaid shall be given—

(a) within twelve (12) months, the Commissioner of Lands shall refund to the lessee fifty (50) per cent of the stand premium paid in respect of the land; or

(b) at any subsequent time prior to the expiration of the said building period, the Commissioner of Lands shall refund the lessee twenty-five (25) per cent of the said stand premium.

5. The land and buildings shall only be used for one private dwelling house (excluding a guest house).

6. The buildings shall not cover greater area of the land or such lesser area 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 duties or part with possession of the land or any part thereof or any building 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 of Lands 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 (7) days of demand) or be refunded the amount by which the actual proportionate cost either 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 of Lands may assess.

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

12. The grantee shall pay rates, 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 buildings erected thereon including any contributions or other sum paid by the President of the Republic of Kenya in lieu thereof.

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

14. The Commissioner of Lands reserves the right to revise the annual ground rent payable hereunder after the expiration of every ten (10) years of the term. Such rental shall be at a rate to be determined by the Commissioner of Lands of the unimproved value of the land at the end of every tenth year of the term.

SCHEDULE**RESIDENTIAL PLOTS**

| Plot No. | Area in Hectares(s) (Approx.) | Stand Premium | Annual Rent | Survey Fees |
|-----------------|--------------------------------------|----------------------|--------------------|--------------------|
| 76 | 0.10 | 3,000 | Sh. 600 | Sh. 2,290 |
| 77 | 0.05 | 1,500 | 300 | 2,290 |
| 78 | 0.045 | 1,250 | 270 | 2,290 |
| 79 | 0.045 | 1,350 | 270 | 2,290 |
| 80 | 0.045 | 1,350 | 270 | 2,290 |
| 81 | 0.036 | 1,000 | 220 | 2,290 |
| 106 | 0.045 | 1,350 | 270 | 2,290 |
| 107 | 0.045 | 1,350 | 270 | 2,290 |
| 108 | 0.045 | 1,500 | 270 | 2,290 |
| 109 | 0.045 | 1,350 | 270 | 2,290 |
| 110 | 0.045 | 1,350 | 270 | 2,290 |
| 111 | 0.045 | 1,350 | 270 | 2,290 |
| 112 | 0.045 | 1,350 | 270 | 2,290 |
| 113 | 0.045 | 1,350 | 270 | 2,290 |
| 114 | 0.105 | 3,000 | 620 | 2,290 |
| 115 | 0.045 | 1,350 | 270 | 2,290 |
| 116 | 0.045 | 1,350 | 270 | 2,290 |
| 117 | 0.045 | 1,350 | 270 | 2,290 |
| 118 | 0.045 | 1,350 | 270 | 2,290 |
| 119 | 0.045 | 1,350 | 270 | 2,290 |
| 120 | 0.045 | 1,350 | 270 | 2,290 |
| 121 | 0.06 | 1,800 | 360 | 2,290 |
| 122 | 0.10 | 3,000 | 600 | 2,290 |
| 123 | 0.077 | 2,300 | 400 | 2,290 |
| 124 | 0.045 | 1,350 | 270 | 2,290 |
| 125 | 0.045 | 1,350 | 270 | 2,290 |
| 126 | 0.045 | 1,350 | 270 | 2,290 |
| 127 | 0.045 | 1,350 | 270 | 2,290 |
| 128 | 0.045 | 1,350 | 270 | 2,290 |
| 129 | 0.045 | 1,350 | 270 | 2,290 |
| 130 | 0.045 | 1,350 | 270 | 2,290 |
| 131 | 0.045 | 1,350 | 270 | 2,290 |
| 132 | 0.045 | 1,350 | 270 | 2,290 |
| 133 | 0.045 | 1,350 | 270 | 2,290 |
| 134 | 0.045 | 1,350 | 270 | 2,290 |
| 135 | 0.045 | 1,350 | 270 | 2,290 |
| 136 | 0.045 | 1,350 | 270 | 2,290 |
| 137 | 0.045 | 1,350 | 270 | 2,290 |
| 138 | 0.045 | 1,350 | 270 | 2,290 |
| 139 | 0.045 | 1,350 | 270 | 2,290 |
| 140 | 0.045 | 1,350 | 270 | 2,290 |
| 141 | 0.045 | 1,350 | 270 | 2,290 |
| 142 | 0.089 | 2,700 | 540 | 2,290 |
| 143 | 0.07 | 2,100 | 420 | 2,290 |
| 144 | 0.045 | 1,350 | 270 | 2,290 |
| 145 | 0.045 | 1,350 | 270 | 2,290 |
| 146 | 0.045 | 1,350 | 270 | 2,290 |
| 147 | 0.045 | 1,350 | 270 | 2,290 |
| 148 | 0.045 | 1,350 | 270 | 2,290 |
| 149 | 0.186 | 4,100 | 940 | 2,290 |
| 150 | 0.045 | 1,350 | 270 | 2,290 |
| 151 | 0.045 | 1,350 | 270 | 2,290 |
| 152 | 0.045 | 1,350 | 270 | 2,290 |
| 153 | 0.045 | 1,350 | 270 | 2,290 |
| 154 | 0.045 | 1,350 | 270 | 2,290 |
| 155 | 0.045 | 1,350 | 270 | 2,290 |
| 156 | 0.045 | 1,350 | 270 | 2,290 |
| 157 | 0.045 | 1,350 | 270 | 2,290 |
| 158 | 0.045 | 1,350 | 270 | 2,290 |
| 159 | 0.045 | 1,350 | 270 | 2,290 |
| 160 | 0.012 | 400 | 80 | 2,290 |
| 161 | 0.32 | 7,400 | 1,480 | 2,290 |
| 163 | 0.045 | 1,350 | 270 | 2,290 |
| 164 | 0.045 | 1,350 | 270 | 2,290 |
| 165 | 0.045 | 1,350 | 270 | 2,290 |
| 166 | 0.045 | 1,350 | 270 | 2,290 |
| 167 | 0.045 | 1,350 | 270 | 2,290 |
| 168 | 0.045 | 1,350 | 270 | 2,290 |
| 169 | 0.045 | 1,350 | 270 | 2,290 |
| 170 | 0.045 | 1,350 | 270 | 2,290 |
| 171 | 0.045 | 1,350 | 270 | 2,290 |
| 172 | 0.045 | 1,350 | 270 | 2,290 |
| 173 | 0.045 | 1,350 | 270 | 2,290 |
| 174 | 0.045 | 1,350 | 270 | 2,290 |
| 175 | 0.045 | 1,350 | 270 | 2,290 |
| 176 | 0.045 | 1,350 | 270 | 2,290 |
| 177 | 0.045 | 1,350 | 270 | 2,290 |
| 178 | 0.045 | 1,350 | 270 | 2,290 |
| 179 | 0.045 | 1,350 | 270 | 2,290 |
| 180 | 0.045 | 1,350 | 270 | 2,290 |
| 181 | 0.045 | 1,350 | 270 | 2,290 |
| 182 | 0.045 | 1,350 | 270 | 2,290 |
| 183 | 0.045 | 1,350 | 270 | 2,290 |
| 184 | 0.045 | 1,350 | 270 | 2,290 |
| 185 | 0.045 | 1,350 | 270 | 2,290 |
| 186 | 0.045 | 1,350 | 270 | 2,290 |
| 187 | 0.045 | 1,350 | 270 | 2,290 |
| 188 | 0.045 | 1,350 | 270 | 2,290 |

2. Completed applications should be submitted to the Commissioner of Lands, Nairobi, through the District Lands Officer, P.O. Box 382, Kakamega.

3. Applications must be sent so as to reach the district lands officer not later than noon, Monday, 28th March, 1994, and the applicants must enclose with their applications either a banker's cheque, money order or postal order for KSh. 1,000 made payable to the Commissioner of Lands as deposit which will be dealt with as follows:

- (a) Credited to a successful applicant.
- (b) Refunded to an unsuccessful applicant.
- (c) Forfeited if a successful applicant fails to pay within thirty (30) days of the offer of a plot, 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 banker's letter or other evidence of financial status in support.
- (c) The manner in which it is proposed to raise the balance required for development, if any.
- (d) Full details of both residential and/or commercial properties owned by the applicant in the township.
- (e) Individual applicants to indicate numbers of their identity cards.
- (f) In case of companies, names of directors to be included.

5. The successful allottee of a plot shall pay to the Commissioner of Lands within thirty (30) days of notification that his/her application has been successful, the stand premium and proportion of the annual rent together with conveyancing, stamp duty, registration fees, contributions in lieu of rates, roads and drains charges and survey fees. In default of payment within the specified time, the Commissioner of Lands may cancel the allocation and the applicant shall have no claim to the plot.

General Conditions
The grant/lease will be made under the provisions of the Government Lands/Trust Land Act, and title will be issued under the Registration of Titles Act (Cap. 281), or the Registered Land Act (Cap. 300), as the case may be.

2. The grant/lease will be issued in the name of allottee as given in letter or application and will be subject to the special conditions set out below.

3. The term of the grant lease will be for ninety-nine (99) years from the first day of the month following the issue of the letter of allotment.

Special Conditions

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 of Lands shall not give his approval unless he is satisfied that the proposals are such as to develop the land adequately and satisfactorily.

2. The lessee shall, within six (6) calendar months of the actual registration of the lease submit in triplicate to the local authority and the Commissioner of Lands plans, including block plans showing the positions of the buildings and system of drainage for the disposal of sewage, surface and sullage water, drawings, elevations and specifications of the buildings the lessee proposes to erect on the land and shall, within twenty-four (24) months of the actual registration of the lease, 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 of Lands:

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

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

4. Should the lessee 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 lessee's expense) accept a surrender of land comprised herein:

Provided further that if such notice as aforesaid shall be given—

(a) within twelve (12) months of the actual registration of the lease, the Commissioner of Lands shall refund to the lessee fifty (50) per cent of the stand premium paid in respect of the land; or

(b) at any subsequent time prior to the expiration of the said building period, the Commissioner of Lands shall refund the lessee twenty-five (25) per cent of the said stand premium.

5. The land and buildings shall only be used for one private dwelling house (excluding a guest house).

6. The buildings shall not cover a greater area of the land or such lesser area 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 land or any part thereof or any building therein 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 of Lands 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 (7) days of demand) or be refunded the amount by which the actual proportionate cost either 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 of Lands may assess.

11. Should the Commissioner of Lands at any time require the roads to be constructed to higher standard the grantee shall pay to the Commissioner of Lands on demand such proportion of the cost as the Commissioner of Lands 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 buildings erected thereon including any contributions or other sum paid by the President of the Republic of Kenya in lieu thereof.

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

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

SCHEDULE

RESIDENTIAL PLOTS

| Plot No. | Area in Hectare(s) (Approx.) | Stand Premium | Annual Rent | Survey Fees |
|----------|---------------------------------|---------------|-------------|-------------|
| 49-55 | 0.044 | Sh. 1,400 | Sh. 280 | Sh. 2,250 |
| 57-68 | 0.044 | 1,400 | 280 | 2,250 |
| 70-77 | 0.044 | 1,400 | 280 | 2,250 |
| 80-100 | 0.044 | 1,400 | 280 | 2,250 |

GAZETTE NOTICE NO. 785

THE GOVERNMENT LANDS ACT

(Cap. 280)

PLOTS FOR ALLOCATION—MAVOKO (ATHI RIVER) MUNICIPALITY

THE Commissioner of Lands invites applications for the allocation of plots in the above municipality described in the schedule hereto. A plan showing the plots may be obtained from the Public Map Office, P.O. Box 30089, Nairobi, on payment of KSh. 60, post free.

2. Completed applications should be submitted to the Commissioner of Lands, Nairobi, through the Town Clerk, Mavoko (Athi River) Municipal Council, P.O. Box 11, Athi River, on the prescribed forms which are available on payment of KSh. 100, non-refundable fees from the District Lands Office, Machakos, and the office of the Town Clerk, P.O. Box 11, Athi River.

3. Applications must be sent so as to reach the town clerk not later than noon, on Friday, 25th March, 1994, and the applicants must enclose with their applications either a banker's cheque, money order or postal order for KSh. 1,000 made payable to the Commissioner of Lands as deposit which will be dealt with as follows:

(a) Credited to a successful applicant.

(b) Refunded to an unsuccessful applicant.

(c) Forfeited if a successful applicant fails to pay within thirty (30) days of the offer of a plot, 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 banker's letter or other evidence of financial status in support.

(c) The manner in which it is proposed to raise the balance required for development, if any.

(d) Full details of both residential and/or commercial properties owned by the applicant in the municipality.

(e) Individual applicants to indicate numbers of their identity cards.

(f) In case of companies, names of directors to be included.

5. The successful allottee of a plot shall pay to the Commissioner of Lands within thirty (30) days of notification that his/her application has been successful, the stand premium and proportion of the annual rent together with conveyancing, stamp duty, registration fees, contributions in lieu of rates, roads and drains charges and survey fees. In default of payment within the specified time, the Commissioner of Lands may cancel the allocation and the applicant shall have no claim to the plot.

General Conditions

The grant will be made under the provisions of the Government Lands Act, and title will be issued under the Registration of Titles Act (Cap. 281), or the Registered Land Act (Cap. 300), as the case may be.

2. The grant will be issued in the name of allottee as given in letter of allotment and will be subject to the special conditions set out below.

3. The term of the grant will be for ninety-nine (99) years from the first day of the month following the issue of the letter of allotment.

Special Conditions

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 of Lands shall not give his approval unless he is satisfied that the proposals are such as to develop the land adequately and satisfactorily.

2. The lessee shall, within six (6) calendar months of the actual registration of the lease submit in triplicate to the local authority and the Commissioner of Lands plans, (including block plans showing the positions of the buildings and system of drainage for the disposal of sewage, surface and sullage water), drawings, elevations and specifications of the buildings the lessee proposes to erect on the land and shall, within twenty-four (24) months of the actual registration of the lease, 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 of Lands:

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

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

4. Should the lessee 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 lessee's expense) accept a surrender of land comprised herein:

Provided further that if such notice as aforesaid shall be given—

(a) within twelve (12) months of the actual registration of the lease, the Commissioner of Lands shall refund to the lessee fifty (50) per cent of the stand premium paid in respect of the land; or

(b) at any subsequent time prior to the expiration of the said building period, the Commissioner of Lands shall refund the lessee twenty-five (25) per cent of the said stand premium; or

(c) 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, offices and flats excluding the sale of petrol oils.

6. The buildings shall not cover more than 75 per cent of the area of the land or lesser area as may be laid down by the local authority in its by-laws.

7. The lessee shall not subdivide the land without the prior consent in writing of the Commissioner of Lands.

8. The grantee shall pay to the Commissioner of Lands on demand such sum as the Commissioner of Lands 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 (7) days of demand) or be refunded the amount by which the actual proportionate cost either exceeds or falls short of the amount paid as aforesaid.

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

10. The grantee shall not sell, transfer, sublet, charge or part with the land or any part thereof or any building 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.

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

12. The grantee shall pay rates, charges, duties, assessments or outgoings of whatever description as may be imposed, charged or exacted by any government or local authority upon the land or buildings erected thereon including any contributions or other sum paid by the President of the Republic of Kenya in lieu thereof.

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

14. The Commissioner of Lands reserves the right to revise the annual ground rent payable hereunder at the expiration of every ten (10) years of the term. The rental shall be at a rate to be determined by the Commissioner of Lands of the unimproved value of the land as at the end of every tenth year of the term.

COMMERCIAL PLOTS (B.C.R.)

MAVOKO MUNICIPAL COUNCIL

| Plot No. | Area per Plot Hectare | Stand Premium per Plot | Annual Rent | Road and Drainage Charges | Survey Fees |
|------------|-----------------------|------------------------|-------------|---------------------------|-------------|
| 4 to 8 | 0.08 | 16,000 | 3,200 | On demand | 2,290 |
| 9 | 0.12 | 24,000 | 4,800 | On demand | 2,290 |
| 10 to 47 | 0.03 | 6,000 | 1,200 | On demand | 2,290 |
| 48 to 73 | 0.06 | 12,000 | 2,400 | On demand | 2,290 |
| 74 to 101 | 0.45 | 9,000 | 1,800 | On demand | 2,290 |
| 102 to 167 | 0.03 | 6,000 | 1,200 | On demand | 2,290 |

GAZETTE NOTICE NO. 996

THE ADVOCATES (ADMISSION) REGULATIONS

(L.N. 512 of 1991)

PURSUANT to regulation 15 of the Advocates (Admission) Regulations, 1991, it is notified that—

Michael Stefanos Kontos,
Raphael Wang'ondu Kariuki,
Monicah Kemunto Nyarango,
Ravi Nagpal,
Victoria Nduku Nzioki,
Douglas Nyambane Ogoti,
Enock Nyankieya Magara,
Oliech Hezborne Odhiambo,
Mutinda Mutuku,
Joel Okerosi Ochako,
Derek Gyidei Mango,
James Gitau Singh,
Alphonse Muema Mbundo,
Kennedy J. Ombati Ongau,
Charles Ohuru Nyamboye,
John Wainaina Njogu,
Earle Alphayo Ngani,
Joseph Muisyo,
George Muya Nuthu,
Josephat M. Orya Oyuga,
Dan Ngarariga Kagagi (Dr.),
Abongo, Carron Atieno,
Elijah Mageto Bitange,
Karimi C. Njau,
Thomas M. M. Masese,

have complied with the provisions of section 13 of the Advocates Act, as to pupillage and the passing of examinations subject to such exemptions as may have been granted under subsection (2) of that section.

Dated the 1st March, 1994.

M. N. NZIOKA,
Secretary,
Council of Legal Education.

GAZETTE NOTICE NO. 997

THE GOVERNMENT LANDS ACT

(Cap. 280)

PLOTS FOR ALIENATION—MAKINDU TOWNSHIP

THE Commissioner of Lands invites applications for the allocation of plots in the above township as described in the schedule hereto. A plan showing the plots may be obtained from the Public Map Office, P.O. Box 30089, Nairobi, on payment of KSh. 60, post free.

2. Completed applications should be submitted to the Commissioner of Lands, Nairobi, through the County Clerk, Makueni County Council, P.O. Box 78, Makueni, on the prescribed forms which are available on payment of KSh. 100, non-refundable fee from the District Lands Office, Makueni, and the office of the County Clerk, P.O. Box 78, Makueni.

3. Applications must be sent so as to reach the clerk to the council not later than noon, Friday, 29th April, 1994, and the applicants must enclose with their applications either a banker's cheque, money order or postal order for KSh. 1,000 made payable to the Commissioner of Lands as deposit which will be dealt with as follows:

(a) Credited to a successful applicant.

(b) Refunded to an unsuccessful applicant.

(c) Forfeited if a successful applicant fails to pay within thirty (30) days of the offer of a plot, 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 banker's letter or other evidence of financial status in support.

(c) The manner in which it is proposed to raise the balance required for development, if any.

(d) Full details of both residential and/or commercial properties owned by the applicant in the township.

(e) Individual applicants to indicate numbers of their identity cards.

(f) In case of companies, names of directors to be included.

5. The successful allottee of a plot shall pay to the Commissioner of Lands within thirty (30) days of notification that his/her application has been successful, the stand premium and proportion of the annual rent together with conveyancing, stamp duty, registration fees, contributions in lieu of rates, roads and drains charges and survey fees. 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 plot.

General Conditions

The grant will be made under the provisions of the Government Lands Act/Trust Land Act, and title will be issued under the Registration of Titles Act (Cap. 281), or the Registered Land Act (Cap. 300), as the case may be.

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 ninety-nine (99) years from the first day of the month following the issue of the letter of allotment.

Special Conditions

RESIDENTIAL

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. 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 lessee shall within six calendar months of the actual registration of the lease, submit in triplicate to the local authority and the Commissioner of Lands plans (including block plans showing the positions of the buildings and system of drainage for the disposal of sewerage surface and sullage water), drawings, elevations and specifications of the buildings the

lessee proposes to erect in the land and shall, within twenty-four (24) months of the actual registration of the lease, complete the erection of such buildings and the constructions 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 contrary contained in or implied by Government Lands Act, if default shall be made in the performance or observance of any of the requirements of this condition it shall be lawful for the Commissioner of Lands or any person authorized by him on behalf of the President to re-enter into and upon the land or any part thereof in the name of the whole and thereupon the term hereby created shall cease but without prejudice to any right of action or remedy of the President or the commissioner in respect of any antecedent breach of any condition herein contained.

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

4. Should the lessee 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 lessee's expense) accept a surrender of land comprised herein:

Provided further that if such notice as aforesaid shall be given—

(a) within twelve (12) months of the actual registration of the lease, the Commissioner of Lands shall refund to the lessee fifty (50) per cent of the stand premium paid in respect of the land; or

(b) at any subsequent time prior to the expiration of the said building period, the Commissioner of Lands shall refund the lessee twenty-five (25) per centum of the said stand premium; or

(c) 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, offices and flats excluding the sale of petrol oils.

6. The buildings shall not cover more than 75 per cent of the area of the land or lesser area as may be laid down by the local authority in its by-laws.

7. The lessee shall not subdivide the land without the prior consent in writing of the Commissioner of Lands.

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

9. The lessee shall not sell transfer sublet charge or part with the possession of the land or any part thereof or any buildings therein except with 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 lessee shall pay to the Commissioner of Lands on demand such as the Commissioner may estimate to be proportionate cost of constructing all roads and drains and sewers serving or adjoining the land shall on completion of such construction and 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 lessee 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 adjoining the land as the Commissioner of Lands may assess.

12. Should the Commissioner of Lands at any time require the said roads to be constructed to higher standard the lessee shall pay to the Commissioner on demand such proportion of the cost of such construction as the Commissioner may assess. Roads are such as to develop the land adequately and satisfactorily.

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

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

15. The Commissioner of Lands reserves the right to revise the annual ground rental payable hereunder after expiration of the thirty third and sixty-sixth year of the term hereby granted. Such rental will be at a rate of four per centum of unimproved freehold value of the land as assessed by the Commissioner of Lands.

BUSINESS-CUM-RESIDENTIAL

No buildings shall be erected on the land nor shall additions of external alterations be made to any buildings otherwise than in conformity with plans and specifications previously approved in writing by the Commissioner of Lands. 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 lessee shall within six calendar months of the actual registration of the lease, submit in triplicate to the local authority and the Commissioner of Lands plans (including block plans showing the positions of the buildings and system of drainage for the disposal of sewerage surface and sludge water), drawings, elevations and specifications of the buildings the lessee proposes to erect in the land and shall, within four (4) months of the actual registration of the lease, complete the erection of such buildings and the constructions 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 contrary contained in or implied by Government Lands Act, if default shall be made in the performance or observance of any of the requirements of this condition it shall be lawful for the Commissioner of Lands or any person authorized by him on behalf of the President to re-enter into and upon the land or any part thereof in the name of the whole and thereupon the term hereby created shall cease but without prejudice to any right of action or remedy of the President or the commissioner in respect of any antecedent breach of any condition herein contained.

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

4. Should the lessee 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 lessee's expense) accept a surrender of land comprised herein:

Provided further that if such notice as aforesaid shall be given—

- (a) within twelve (12) months of the actual registration of the lease, the Commissioner of Lands shall refund to the lessee fifty (50) per cent of the stand premium paid in respect of the land; or
- (b) at any subsequent time prior to the expiration of the said building period, the Commissioner of Lands shall refund the lessee twenty-five (25) per cent of the said stand premium; or
- (c) 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, offices and flats excluding the sale of petrol oils.

6. The buildings shall not cover more than 75 per centum of the area of the land or lesser area 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 building 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 or adjoining the land and shall on completion of such construction and ascertainment of the actual proportionate cost either pay (within seven (7) days of demand) or be refunded the amount by which the actual proportionate cost either exceeds or fall 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 adjoining the land as the Commissioner of Lands may assess.

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

12. The lessee shall pay such rates, taxes, charges, duties assessments or outgoing of whatever description as may be imposed, charged or assessed by any government or local authority upon the land or buildings erected thereon including any contributions or other sum paid by the President of the Republic of Kenya in lieu thereof.

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

14. The Commissioner of Lands reserves the right to revise the annual ground rental payable hereunder after expiration of every ten years of the term. The rental shall be at a rate to be determined by the end of every tenth year of the term.

INDUSTRIAL

No buildings shall be erected on the land nor shall additions of external alterations be made to any buildings otherwise than in conformity with plans and specifications previously approved in writing by the Commissioner of Lands. 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 lessee shall within six calendar months of the actual registration of the lease, submit in triplicate to the local authority and the Commissioner of Lands plans (including block plans showing the positions of the buildings and system of drainage for the disposal of sewerage surface and sludge water), drawings, elevations and specifications of the buildings the lessee proposes to erect in the land and shall, within four (4) months of the actual registration of the lease, complete the erection of such buildings and the constructions 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 contrary contained in or implied by Government Lands Act, if default shall be made in the performance or observance of any of the requirements of this condition it shall be lawful for the Commissioner of Lands or any person authorized by him on behalf of the President to re-enter into and upon the land or any part thereof in the name of the whole and thereupon the term hereby created shall cease but without prejudice to any right of action or remedy of the President or the commissioner in respect of any antecedent breach of any condition herein contained.

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

4. Should the grantee give notice in writing to the Commissioner of Lands that he is unable to complete the buildings within the period aforesaid, the Commissioner of Lands shall

(at the grantee's expense) accept a surrender of land comprised herein:

Provided further that if such notice as aforesaid shall be given—

- (a) within twelve (12) months of the actual registration of the grantee, the Commissioner of Lands shall refund to the grantee fifty (50) per cent of the stand premium paid in respect of the land; or
 - (b) at any subsequent time prior to the expiration of the said building period, the Commissioner of Lands shall refund the grantee twenty-five (25) per cent of the said stand premium; or
 - (c) 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 inoffensive light industrial purposes with ancillary offices and stores.

6. The buildings shall not cover more than 90 per centum of the area of the land or lesser area as may be laid down by the local authority in its by-laws.

7. Accommodation not exceeding 100 square feet may be provided for a caretaker or night watchman or or such lesser area as may be laid down by the local authority in its by-laws.

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

9. The grantee shall not subdivide the land without the prior consent in writing of the Commissioner of Lands.

10. The grantee shall not sell, transfer, sublet, charge or part with the land or any part thereof or any building 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.

11. The grantee shall pay to the Commissioner of Lands on demand such sum as the Commissioner of Lands may estimate to be the proportionate cost of constructing all roads and drains and sewers or adjoining the land and the proportionate cost for the supply of both the water and the electric power to the land and shall on completion of such construction and the ascertainment of the actual proportionate cost either pay (within 30 days of demand) or be refunded the amount by which the actual proportionate cost exceeds or falls short of the amount paid as aforesaid.

12. 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.

13. 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.

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

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

16. The Commissioner of Lands reserves the right to revise the annual ground rent payable hereunder at the expiration of every ten (10) years of the term. The rental shall be at a rate to be determined by the Commissioner of Lands of the unimproved freehold value of the land as at the end of every tenth year of the term.

**PLAN NO. I—ZONE A
BUSINESS-CUM-RESIDENTIAL PLOTS**

| Plot No. | Area in Hectare(s) (Approx.) | Stand Premium Sh. | Annual Rent Sh. | Survey Fees Sh. | Road Charges Sh. |
|----------|------------------------------|-------------------|-----------------|-----------------|------------------|
| 1 | 0.036 | 3,200 | 640 | 2,290 | On demand |
| 2-23 | 0.045 | 4,000 | 800 | 2,290 | " |
| 24 | 0.036 | 3,200 | 640 | 2,290 | " |
| 25-46 | 0.045 | 4,000 | 800 | 2,290 | " |
| 47 | 0.036 | 3,200 | 640 | 2,290 | " |
| 48-69 | 0.045 | 4,000 | 800 | 2,290 | " |
| 70 | 0.036 | 3,200 | 640 | 2,290 | " |
| 71-92 | 0.045 | 4,000 | 800 | 2,290 | " |
| 93 | 0.036 | 3,200 | 640 | 2,290 | " |
| 94-115 | 0.045 | 4,000 | 800 | 2,290 | " |

ZONE B—O.P.D.H.

| | | | | | |
|--------|-------|-------|-----|-------|---|
| 1-30 | 0.045 | 1,800 | 360 | 2,290 | " |
| 31-40 | 0.051 | 2,000 | 400 | 2,290 | " |
| 41-100 | 0.045 | 1,800 | 360 | 2,290 | " |

PLAN II—ZONE A (BUSINESS-CUM-RESIDENTIAL)

| | | | | | |
|-------|-------|-------|-----|-------|---|
| 1-18 | 0.045 | 4,000 | 800 | 2,290 | " |
| 19 | 0.036 | 3,200 | 640 | 2,290 | " |
| 20-26 | 0.045 | 4,000 | 800 | 2,290 | " |
| 27 | 0.036 | 3,200 | 640 | 2,290 | " |
| 28 | 0.042 | 3,800 | 760 | 2,290 | " |
| 29-36 | 0.045 | 4,000 | 800 | 2,290 | " |
| 37 | 0.036 | 3,200 | 640 | 2,290 | " |
| 38-48 | 0.045 | 4,000 | 800 | 2,290 | " |
| 49 | 0.042 | 3,800 | 760 | 2,290 | " |
| 50-57 | 0.045 | 4,000 | 800 | 2,290 | " |
| 58 | 0.042 | 3,800 | 760 | 2,290 | " |
| 59-60 | 0.036 | 3,200 | 640 | 2,290 | " |
| 61-62 | 0.042 | 3,800 | 760 | 2,290 | " |
| 63 | 0.036 | 3,200 | 640 | 2,290 | " |
| 64-65 | 0.042 | 3,800 | 760 | 2,290 | " |
| 66 | 0.045 | 4,000 | 800 | 2,290 | " |
| 67 | 0.036 | 3,200 | 640 | 2,290 | " |
| 68 | 0.042 | 3,800 | 760 | 2,290 | " |
| 69-70 | 0.040 | 3,600 | 720 | 2,290 | " |

PLAN II—ZONE B (O.P.D.H.)

| | | | | | |
|-------|-------|-------|-----|-------|---|
| 1 | 0.042 | 1,700 | 340 | 2,290 | " |
| 2-4 | 0.045 | 1,800 | 360 | 2,290 | " |
| 5-6 | 0.042 | 1,700 | 340 | 2,290 | " |
| 7-11 | 0.045 | 1,800 | 360 | 2,290 | " |
| 12-13 | 0.042 | 1,700 | 340 | 2,290 | " |
| 14-16 | 0.045 | 1,800 | 360 | 2,290 | " |
| 17-18 | 0.042 | 1,700 | 340 | 2,290 | " |
| 19-23 | 0.045 | 1,800 | 360 | 2,290 | " |
| 24-25 | 0.042 | 1,700 | 340 | 2,290 | " |
| 26-28 | 0.045 | 1,800 | 360 | 2,290 | " |
| 29-30 | 0.042 | 1,700 | 340 | 2,290 | " |
| 31-35 | 0.045 | 1,800 | 360 | 2,290 | " |
| 36-37 | 0.042 | 1,700 | 340 | 2,290 | " |
| 38-40 | 0.045 | 1,800 | 360 | 2,290 | " |
| 41-42 | 0.042 | 1,700 | 340 | 2,290 | " |
| 43-47 | 0.045 | 1,800 | 360 | 2,290 | " |
| 48-49 | 0.042 | 1,700 | 340 | 2,290 | " |
| 50-52 | 0.045 | 1,800 | 360 | 2,290 | " |
| 53-54 | 0.042 | 1,700 | 340 | 2,290 | " |
| 55-59 | 0.045 | 1,800 | 360 | 2,290 | " |
| 60 | 0.042 | 1,700 | 340 | 2,290 | " |

SCHEDULE—(Contd.)

PLAN NO. III—ZONE A

BUSINESS-CUM-RESIDENTIAL PLOTS

| Plot No. | Area in Hectare(s) (Approx.) | Stand Premium | Sh. | Annual Rent | Sh. | Survey Fees | Road Charges |
|----------|------------------------------|---------------|-------|-------------|------------------|-------------|--------------|
| 1 | 0.076 | 7,000 | 1,400 | 2,290 | Sh. On demand | | |
| 2 | 0.061 | 5,600 | 1,120 | 2,290 | " | | |
| 3-7 | 0.059 | 5,400 | 1,080 | 2,290 | " | | |
| 8 | 0.058 | 5,200 | 1,040 | 2,290 | " | | |
| 9 | 0.056 | 5,000 | 1,000 | 2,290 | " | | |
| 10-13 | 0.053 | 4,800 | 960 | 2,290 | " | | |
| 14-18 | 0.052 | 4,700 | 940 | 2,290 | " | | |
| 19 | 0.051 | 4,600 | 920 | 2,290 | " | | |
| 20 | 0.066 | 6,000 | 1,200 | 2,290 | " | | |
| 21 | 0.054 | 4,900 | 980 | 2,290 | " | | |
| 22 | 0.045 | 4,000 | 800 | 2,290 | " | | |
| 23 | 0.048 | 4,300 | 860 | 2,290 | " | | |
| 24-25 | 0.043 | 3,900 | 780 | 2,290 | " | | |
| 26-27 | 0.033 | 7,500 | 1,500 | 2,290 | " | | |
| 28 | 0.039 | 3,500 | 700 | 2,290 | " | | |
| 29-30 | 0.051 | 4,600 | 920 | 2,290 | " | | |
| 31-38 | 0.045 | 4,000 | 800 | 2,290 | " | | |
| 39-40 | 0.036 | 3,200 | 640 | 2,290 | " | | |

ZONE B—BUSINESS-CUM-RESIDENTIAL

| Plot No. | Area in Hectare(s) (Approx.) | Stand Premium | Sh. | Annual Rent | Sh. | Survey Fees | Road Charges |
|----------|------------------------------|---------------|-----|-------------|-----|-------------|--------------|
| 41 | 0.042 | 3,800 | 760 | 2,290 | " | | |
| 42-44 | 0.045 | 4,000 | 800 | 2,290 | " | | |
| 45 | 0.045 | 3,200 | 640 | 2,290 | " | | |
| 46-50 | 0.045 | 4,000 | 800 | 2,290 | " | | |
| 51 | 0.042 | 3,800 | 760 | 2,290 | " | | |
| 52-55 | 0.045 | 4,000 | 800 | 2,290 | " | | |
| 56 | 0.042 | 3,800 | 760 | 2,290 | " | | |
| 57-64 | 0.045 | 4,000 | 800 | 2,290 | " | | |
| 65 | 0.036 | 3,200 | 640 | 2,290 | " | | |
| 66-70 | 0.045 | 4,000 | 800 | 2,290 | " | | |
| 71 | 0.042 | 3,800 | 760 | 2,290 | " | | |
| 72-76 | 0.045 | 4,000 | 800 | 2,290 | " | | |
| 77 | 0.042 | 3,800 | 760 | 2,290 | " | | |
| 78-82 | 0.045 | 4,000 | 800 | 2,290 | " | | |

PLAN NO. V—BUSINESS-CUM-RESIDENTIAL

| Plot No. | Area in Hectare(s) (Approx.) | Stand Premium | Sh. | Annual Rent | Sh. | Survey Fees | Road Charges |
|----------|------------------------------|---------------|-------|-------------|-------|-------------|--------------|
| 1-3 | | | 4 | 0.045 | 4,000 | 800 | 2,290 |
| 4 | | | 5 | 0.051 | 4,600 | 920 | 2,290 |
| 5-5 | | | 5 | 0.040 | 3,600 | 720 | 2,290 |
| 6-11 | | | 6 | 0.047 | 1,700 | 340 | 2,290 |
| 12 | | | 12 | 0.045 | 1,800 | 360 | 2,290 |
| 13-23 | | | 15 | 0.042 | 1,700 | 340 | 2,290 |
| 24 | | | 16-21 | 0.045 | 1,800 | 360 | 2,290 |
| 25 | | | 22 | 0.036 | 1,400 | 280 | 2,290 |
| 26 | | | 23 | 0.030 | 1,200 | 240 | 2,290 |
| 27 | | | 24 | 0.048 | 1,900 | 380 | 2,290 |
| 28 | | | 25-31 | 0.045 | 1,800 | 360 | 2,290 |
| 32-33 | | | 32-33 | 0.030 | 1,200 | 240 | 2,290 |
| 34-37 | | | 34-37 | 0.045 | 1,800 | 360 | 2,290 |
| 38 | | | 38 | 0.048 | 1,900 | 380 | 2,290 |
| 39-42 | | | 39-42 | 0.048 | 1,900 | 380 | 2,290 |
| 43-46 | | | 43-46 | 0.045 | 1,800 | 360 | 2,290 |
| 47-50 | | | 47-50 | 0.048 | 1,900 | 380 | 2,290 |

PLAN NO. VI—ZONE A

| Plot No. | Area in Hectare(s) (Approx.) | Stand Premium | Sh. | Annual Rent | Sh. | Survey Fees | Road Charges |
|----------|------------------------------|---------------|-----|-------------|-------|-------------|--------------|
| 1-2 | | | 4 | 0.045 | 4,000 | 800 | 2,290 |
| 3 | | | 4 | 0.042 | 3,800 | 760 | 2,290 |
| 4 | | | 4 | 0.040 | 3,600 | 720 | 2,290 |
| 5-7 | | | 5 | 0.045 | 4,000 | 800 | 2,290 |
| 8 | | | 8 | 0.030 | 2,700 | 540 | 2,290 |
| 9 | | | 9 | 0.018 | 1,600 | 320 | 2,290 |

PLAN NO. VI—ZONE C (O.P.D.H.)

| Plot No. | Area in Hectare(s) (Approx.) | Stand Premium | Sh. | Annual Rent | Sh. | Survey Fees | Road Charges |
|----------|------------------------------|---------------|------|-------------|-------|-------------|--------------|
| 1 | | | 1 | 0.12 | 6,000 | 1,200 | 2,290 |
| 2 | | | 5 | 0.10 | 4,500 | 900 | 2,290 |
| 3 | | | 5 | 0.09 | 5,000 | 1,000 | 2,290 |
| 4 | | | 6-15 | 0.09 | 4,500 | 900 | 2,290 |
| 5 | | | 6-15 | 0.07 | 3,500 | 700 | 2,290 |
| 6 | | | 10 | 0.07 | 3,500 | 700 | 2,290 |

PLAN NO. VI—ZONE B—INDUSTRIAL PLOTS

| Plot No. | Area in Hectare(s) (Approx.) | Stand Premium | Sh. | Annual Rent | Sh. | Survey Fees | Road Charges |
|----------|------------------------------|---------------|----------|-------------|-------|-------------|--------------|
| 1-13 | | | 14 | 0.045 | 4,000 | 800 | 2,290 |
| 14 | | | 14 | 0.066 | 2,600 | 520 | 2,290 |
| 15-27 | | | 28 | 0.045 | 1,800 | 360 | 2,290 |
| 28 | | | 28 | 0.060 | 2,400 | 480 | 2,290 |
| 29-43 | | | 29-43 | 0.045 | 1,800 | 360 | 2,290 |
| 44 | | | 44 | 0.060 | 2,400 | 480 | 2,290 |
| 45-60 | | | 45-60 | 0.045 | 1,800 | 360 | 2,290 |
| 61-62 | | | 61-62 | 0.043 | 1,700 | 340 | 2,290 |
| 63-76 | | | 63-76 | 0.045 | 1,800 | 360 | 2,290 |
| 77-80 | | | 77-80 | 0.036 | 1,400 | 280 | 2,290 |
| 81-82 | | | 81-82 | 0.032 | 1,300 | 260 | 2,290 |
| 83-84 | | | 83-84 | 0.043 | 1,700 | 340 | 2,290 |
| 85-98 | | | 85-98 | 0.045 | 1,800 | 360 | 2,290 |
| 99-103 A | | | 99-103 A | 0.036 | 1,400 | 280 | 2,290 |
| 104-105 | | | 104-105 | 0.043 | 1,700 | 340 | 2,290 |
| 106-118 | | | 106-118 | 0.045 | 1,800 | 360 | 2,290 |
| 119-124 | | | 119-124 | 0.036 | 1,400 | 280 | 2,290 |
| 125-126 | | | 125-126 | 0.043 | 1,700 | 340 | 2,290 |
| 127-140 | | | 127-140 | 0.045 | 1,800 | 360 | 2,290 |
| 141-146 | | | 141-146 | 0.036 | 1,400 | 280 | 2,290 |

PLAN NO. IV—ZONE A (BUSINESS-CUM-RESIDENTIAL)

| Plot No. | Area in Hectare(s) (Approx.) | Stand Premium | Sh. | Annual Rent | Sh. | Survey Fees | Road Charges |
|----------|------------------------------|---------------|-------|-------------|-----|-------------|--------------|
| 1 | 0.033 | 3,000 | 600 | 2,290 | " | | |
| 2 | 0.036 | 3,200 | 640 | 2,290 | " | | |
| 10 | 0.040 | 4,000 | 800 | 2,290 | " | | |
| 11-12 | 0.030 | 2,700 | 540 | 2,290 | " | | |
| 13 | 0.038 | 3,400 | 680 | 2,290 | " | | |
| 14 | 0.035 | 3,150 | 630 | 2,290 | " | | |
| 15 | 0.042 | 3,800 | 760 | 2,290 | " | | |
| 16 | 0.045 | 4,000 | 800 | 2,290 | " | | |
| 17 | 0.042 | 3,800 | 760 | 2,290 | " | | |
| 18 | 0.039 | 3,500 | 700 | 2,290 | " | | |
| 19 | 0.048 | 4,300 | 860 | 2,290 | " | | |
| 20-25 | 0.045 | 4,000 | 800 | 2,290 | " | | |
| 26 | 0.050 | 5,400 | 1,080 | 2,290 | " | | |
| 27-31 | 0.045 | 4,000 | 800 | 2,290 | " | | |
| 32 | 0.060 | 5,400 | 1,080 | 2,290 | " | | |

GAZETTE NOTICE NO. 998

THE GOVERNMENT LANDS ACT
(Cap. 280)

PLOTS FOR ALIENATION—SULTAN HAMUD TOWNSHIP

THE Commissioner of Lands invites applications for the allocation of plots in the above township described in the schedule hereto. A plan showing the plots may be obtained from the Public Map Office, P.O. Box 30089, Nairobi, on payment of KSh. 60, post free.

2. Completed applications should be submitted to the Commissioner of Lands, Nairobi, through the County Clerk, Makueni County Council, P.O. Box 78, Makueni, on the prescribed forms which are available on payment of KSh. 100, non-refundable fee from the District Lands Office, Makueni, and the office of the County Clerk, P.O. Box 78, Makueni.

3. Applications must be sent so as to reach the county clerk not later than noon, Friday, 29th April, 1994, and the applicants must enclose with their applications either a banker's cheque, money order or postal order for KSh. 1,000 made payable to the Commissioner of Lands as deposit which will be dealt with as follows:

- (a) Credited to a successful applicant.
- (b) Refunded to an unsuccessful applicant.
- (c) Forfeited if a successful applicant fails to pay within thirty (30) days of the offer of a plot, 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 banker's letter or other evidence of financial status in support.
 - (c) The manner in which it is proposed to raise the balance required for development, if any.
 - (d) Full details of both residential and/or commercial properties owned by the applicant in the township.
 - (e) Individual applicants to indicate numbers of their identity cards.
 - (f) In case of companies, names of directors to be included.

5. The successful allottee of a plot shall pay to the Commissioner of Lands within thirty (30) days of notification that his/her application has been successful, the stand premium and proportion of the annual rent together with conveyancing, stamp duty, registration fees, contributions in lieu of rates, roads and drains charges and survey fees. In default of payment within the specified time, the Commissioner of Lands may cancel the allocation and the applicant shall have no claim to the plot.

General Conditions

The grant will be made under the provisions of the Government Lands/Trust Land Act, and title will be issued under the Registration of Titles Act (Cap. 281), or the Registered Land Act (Cap. 300), as the case may be.

2. The grant will be issued in the name of allottee as given in letter or application and will be subject to the special conditions set out below.

3. The term of the grant will be for ninety-nine (99) years from the first day of the month following the issue of the letter of allotment.

*Special Conditions***COMMERCIAL**

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. 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 lessee shall within six calendar months of the actual registration of the lease, submit in triplicate to the local authority and the Commissioner of Lands plans (including block plans showing the positions of the buildings and system

of drainage for the disposal of sewerage surface and sullage water), drawings, elevations and specifications of the buildings the lessee purposes to erect in the land and shall, within twenty-four (24) months of the actual registration of the lease, complete the erection of such buildings and the constructions 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 contrary contained in or implied by Government Lands Act, if default shall be made in the performance or observance of any of the requirements of this condition it shall be lawful for the Commissioner of Lands or any person authorized by him on behalf of the President to re-enter into and upon the land or any part thereof in the name of the whole and thereupon the term hereby created shall cease but without prejudice to any right of action or remedy of the President or the commissioner in respect of any antecedent breach of any condition herein contained.

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

4. Should the lessee 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 lessee's expense) accept a surrender of land comprised herein:

Provided further that if such notice as aforesaid shall be given—

(a) within twelve (12) months of the actual registration of the lease, the Commissioner of Lands shall refund to the lessee fifty (50) per cent of the stand premium paid in respect of the land; or

(b) at any subsequent time prior to the expiration of the said building period, the Commissioner of Lands shall refund the lessee twenty-five (25) per cent of the said stand premium; or

(c) 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, offices and flats excluding the sale of petrol oils.

6. The buildings shall not cover more than 75 per centum of the area of the land or lesser area 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 thereof except with the prior consent in writing of the Commissioner of Lands. No application for such consent (except in respect of a loan required for building purposes) will be considered until special condition No. 2 has been performed.

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

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

12. The grantee shall pay rates, 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 buildings erected thereon including any contributions or other sum paid by the President of the Republic of Kenya in lieu thereof.

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

14. The Commissioner of Lands reserves the right to revise the annual ground rental payable hereunder after expiration of the thirty third and sixty-sixth year of the term hereby granted. Such rental will be at a rate of four per centum of unimproved freehold value of the land as assessed by the Commissioner of Lands.

RESIDENTIAL

No buildings shall be erected on the land nor shall additions of external alterations be made to any buildings otherwise than in conformity with plans and specifications previously approved in writing by the Commissioner of Lands. 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 lessee shall within six calendar months of the actual registration of the lease, submit in triplicate to the local authority and the Commissioner of Lands plans (including block plans showing the positions of the buildings and system of drainage for the disposal of sewerage surface and sullage water), drawings, elevations and specifications of the buildings the lessee proposes to erect in the land and shall, within twenty-four (24) months of the actual registration of the lease, complete the erection of such buildings and the constructions 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 contrary contained in or implied by Government Lands Act, if default shall be made in the performance or observance of any of the requirements of this condition it shall be lawful for the Commissioner of Lands or any person authorized by him on behalf of the President to re-enter into and upon the land or any part thereof in the name of the whole and thereupon the term hereby created shall cease but without prejudice to any right of action or remedy of the President or the commissioner in respect of any antecedent breach of any condition herein contained.

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

4. Should the lessee 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 lessee's expense) accept a surrender of land comprised herein:

Provided further that if such notice as aforesaid shall be given—

- (a) within twelve (12) months of the actual registration of the lease, the Commissioner of Lands shall refund to the lessee fifty (50) per cent of the stand premium paid in respect of the land; or
- (b) at any subsequent time prior to the expiration of the said building period, the Commissioner of Lands shall refund the lessee twenty-five (25) per cent of the said stand premium; or
- (c) 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, offices and flats excluding the sale of petrol oils.

6. The buildings shall not cover more than 75 per cent of the area of the land or lesser area as may be laid down by the local authority in its by-laws.

7. The lessee 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 land or any part thereof or any building 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 or adjoining the land and shall on completion of such construction and ascertainment of the actual proportionate cost either pay (within seven days of demand) or be refunded the amount by which the actual proportionate cost either exceeds or fall 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 adjoining the land as the Commissioner of Lands may assess.

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

12. The grantee shall pay rates, 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 buildings erected thereon including any contributions or other sum paid by the President of the Republic of Kenya in lieu thereof.

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

14. The Commissioner of Lands reserves the right to revise the annual ground rental payable hereunder after the expiration of every thirty-third and sixty-sixth year of the term. The rental shall be at a rate to be determined by the Commissioner of Lands of the unimproved value of the land as at the end of every tenth year of the term.

INDUSTRIAL

No buildings shall be erected on the land nor shall additions of external alterations be made to any buildings otherwise than in conformity with plans and specifications previously approved in writing by the Commissioner of Lands. 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 calendar months of the actual registration of the lease, submit in triplicate to the local authority and the Commissioner of Lands plans (including block plans showing the positions of the buildings and system of drainage for the disposal of sewerage surface and sullage water), drawings, elevations and specifications of the buildings the lessee proposes to erect in the land and shall, within twenty-four (24) months of the actual registration of the lease, complete the erection of such buildings and the constructions 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 contrary contained in or implied by Government Lands Act, if default shall be made in the performance or observance of any of the requirements of this condition it shall be lawful for the Commissioner of Lands or any person authorized by him on behalf of the President to re-enter into and upon the land or any part thereof in the name of the whole and thereupon the term hereby created shall cease but without prejudice to any right of action or remedy of the President or the commissioner in respect of any antecedent breach of any condition herein contained.

3. The lessee 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 land comprised herein:

Provided further that if such notice as aforesaid shall be given—

- (a) within twelve (12) months of the actual registration of the lease, the Commissioner of Lands shall refund to the lessee fifty (50) per cent of the stand premium paid in respect of the land; or
- (b) at any subsequent time prior to the expiration of the said building period, the Commissioner of Lands shall refund to the grantee, the Commissioner of Lands shall refund to premium; or
- (c) 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 inoffensive light industrial purposes with ancillary offices and stores.

6. The buildings shall not cover more than 90 per cent of the area of the land or lesser area as may be laid down by the local authority in its by-laws.

7. Accommodation not exceeding 100 square feet may be provided for a caretaker or night watchman or such lesser area as may be laid down by the local authority in the by-laws.

8. The grantee shall not subdivide the land without the prior consent in writing of the Commissioner of Lands.

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

10. The grantee shall not sell transfer sublet charges or part with the possession of the land or any part thereof or any buildings therein except with 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.

11. The grantee shall pay to the Commissioner of Lands on demand such sum as the Commissioner of Lands may estimate to be the proportionate cost of constructing all roads and drains and sewers or adjoining the land the proportionate cost of the supply of both the water and electric power to the land and shall, on completion of such construction and the ascertainment of the actual proportionate cost either pay (within thirty (30) days of demand) or be refunded the amount by which the actual proportionate cost exceeds or fall short of the mount paid as aforesaid.

12. 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 adjoining the land as the Commissioner of Lands may assess.

13. 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.

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

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

16. The Commissioner of Lands reserves the right to revise the annual ground rent payable hereunder at the expiration of every ten (10) years of the term. The rental shall be at a rate to be determined by the Commissioner of Lands of the unimproved freehold value of the land as at the end of every tenth year of the term.

SCHEDULE

PLAN I—ZONE "A"

BUSINESS-CUM-RESIDENTIAL PLOTS

| Plot No. | Area in Hectare(s) (Approx.) | Stand Premium | Annual Rent | Survey Fees | Road Charges |
|----------|---------------------------------|---------------|-------------|-------------|------------------|
| | | Sh. | Sh. | Sh. | Sh. On demand |
| 1 | 0.0510 | 4,100 | 820 | 2,290 | |
| 2-15 | 0.045 | 3,600 | 720 | 2,290 | |
| 16 | 0.036 | 2,900 | 580 | 2,290 | |
| 17-25 | 0.045 | 3,600 | 720 | 2,290 | |
| 26 | 0.036 | 2,900 | 580 | 2,290 | |
| 27-30 | 0.045 | 3,600 | 720 | 2,290 | |

ZONE "B"

RESIDENTIAL PLOTS

| | | | | | |
|-------|--------|-------|-----|-------|---|
| 1-7 | 0.045 | 1,400 | 280 | 2,290 | |
| 8 | 0.036 | 1,100 | 220 | 2,290 | " |
| 9-12 | 0.045 | 1,400 | 280 | 2,290 | " |
| 13 | 0.036 | 1,100 | 220 | 2,290 | " |
| 14-27 | 0.045 | 1,400 | 280 | 2,290 | " |
| 28 | 0.036 | 1,100 | 220 | 2,290 | " |
| 29-37 | 0.045 | 1,400 | 280 | 2,290 | " |
| 38 | 0.036 | 1,100 | 220 | 2,290 | " |
| 39-47 | 0.045 | 1,400 | 220 | 2,290 | " |
| 48 | 0.036 | 1,100 | 220 | 2,290 | " |
| 49-57 | 0.045 | 1,400 | 280 | 2,290 | " |
| 58 | 0.036 | 1,100 | 220 | 2,290 | " |
| 59-60 | 0.045 | 1,400 | 280 | 2,290 | " |
| 61 | 0.052 | 1,600 | 320 | 2,290 | " |
| 62-65 | 0.045 | 1,400 | 280 | 2,290 | " |
| 66 | 0.030 | 900 | 180 | 2,290 | " |
| 67 | 0.041 | 1,200 | 240 | 2,290 | " |
| 68 | 0.0495 | 15,00 | 300 | 2,290 | " |
| 69 | 0.0413 | 1,200 | 240 | 2,290 | " |
| 70 | 0.030 | 900 | 180 | 2,290 | " |
| 71 | 0.032 | 1,000 | 200 | 2,290 | " |
| 72 | 0.045 | 1,400 | 280 | 2,290 | " |

PLAN II—INDUSTRIAL PLOTS

| | | | | | |
|-------|--------|-------|-----|-------|---|
| 1-12 | 0.045 | 1,800 | 360 | 2,290 | |
| 13 | 0.0405 | 1,600 | 320 | 2,290 | " |
| 14-15 | 0.030 | 1,200 | 240 | 2,290 | " |
| 16-28 | 0.045 | 1,800 | 360 | 2,290 | " |
| 29 | 0.05 | 2,000 | 400 | 2,290 | " |
| 30 | 0.05 | 2,000 | 400 | 2,290 | " |
| 31-42 | 0.045 | 1,800 | 360 | 2,290 | " |
| 43 | 0.05 | 2,000 | 400 | 2,290 | " |
| 44-56 | 0.045 | 1,800 | 360 | 2,290 | " |
| 57 | 0.045 | 1,800 | 360 | 2,290 | " |

PLAN III—ZONE "A"

BUSINESS-CUM-RESIDENTIAL PLOTS

| | | | | | |
|-------|--------|-------|-------|-------|---|
| 1 | 0.0625 | 5,000 | 1,000 | 2,290 | |
| 2-10 | 0.0375 | 3,000 | 600 | 2,290 | " |
| 11 | 0.075 | 6,000 | 1,200 | 2,290 | " |
| 12-20 | 0.0375 | 3,000 | 600 | 2,290 | " |
| 21 | 0.0684 | 5,400 | 1,080 | 2,290 | " |
| 22-28 | 0.0570 | 4,600 | 920 | 2,290 | " |
| 29 | 0.05 | 4,000 | 800 | 2,290 | " |
| 30 | 0.04 | 3,200 | 640 | 2,290 | " |
| 31-36 | 0.045 | 3,600 | 720 | 2,290 | " |
| 37 | 0.075 | 6,000 | 1,200 | 2,290 | " |
| 38-54 | 0.045 | 3,600 | 720 | 2,290 | " |
| 55 | 0.040 | 3,200 | 640 | 2,290 | " |
| 56-62 | 0.045 | 3,600 | 720 | 2,290 | " |
| 63 | 0.075 | 6,000 | 1,200 | 2,290 | " |
| 64 | 0.045 | 3,600 | 720 | 2,290 | " |
| 65 | 0.057 | 4,600 | 920 | 2,290 | " |
| 66-67 | 0.045 | 3,600 | 720 | 2,290 | " |
| 68 | 0.040 | 3,200 | 640 | 2,290 | " |
| 69-71 | 0.045 | 3,600 | 720 | 2,290 | " |

SCHEDULE—(Contd.)

ZONE "B"—RESIDENTIAL PLOTS

| Plot No. | Area in Hectare(s) (Approx.) | Stand Premium | Annual Rent | Survey Fees | Road Charges |
|----------|------------------------------|---------------|-------------|-------------|---------------|
| 1-7 | 0.0525 | Sh. 1,600 | Sh. 320 | Sh. 2,290 | Sh. On demand |
| 8 | 0.0630 | 1,900 | 380 | 2,290 | " |
| 9 | 0.0560 | 1,700 | 340 | 2,290 | " |
| 10 | 0.0580 | 1,700 | 340 | 2,290 | " |
| 11-17 | 0.0525 | 1,600 | 320 | 2,290 | " |
| 18-23 | 0.045 | 1,400 | 280 | 2,290 | " |
| 24-26 | 0.045 | 1,400 | 280 | 2,290 | " |
| 27 | 0.0390 | 1,200 | 240 | 2,290 | " |
| 28 | 0.0351 | 1,000 | 200 | 2,290 | " |
| 29-41 | 0.045 | 1,400 | 280 | 2,290 | " |
| 42 | 0.046 | 1,400 | 280 | 2,290 | " |
| 43-56 | 0.045 | 1,400 | 280 | 2,290 | " |
| 57 | 0.046 | 1,400 | 280 | 2,290 | " |

ZONE "D" RESIDENTIAL PLOTS

| | | | | | |
|-------|-------|-------|-----|-------|---|
| 58-74 | 0.045 | 1,400 | 280 | 2,290 | " |
| 75 | 0.030 | 900 | 150 | 2,290 | " |
| 76-79 | 0.045 | 1,400 | 280 | 2,290 | " |
| 80-83 | 0.045 | 1,400 | 280 | 2,290 | " |

ZONE "C"—RESIDENTIAL PLOTS

| | | | | | |
|-------|--------|-------|-----|-------|---|
| 84 | 0.052 | 1,600 | 320 | 2,290 | " |
| 85-91 | 0.045 | 1,700 | 340 | 2,290 | " |
| 92 | 0.056 | 1,700 | 340 | 2,290 | " |
| 93-94 | 0.045 | 1,400 | 280 | 2,290 | " |
| 95 | 0.0525 | 1,600 | 320 | 2,290 | " |
| 96-97 | 0.045 | 1,400 | 280 | 2,290 | " |

GAZETTE NOTICE NO. 999

THE REGISTERED LAND ACT

(Cap. 300, section 35)

ISSUE OF A NEW LAND TITLE DEED

WHEREAS Matulumayo Kwayera Sasabi, of P.O. Box 272, Malava in the Republic of Kenya, is registered as proprietor in absolute ownership interest of that piece of land containing 15.8 acres or thereabout, situate in the district of Kakamega, known as parcel No. 175, registered under title No. N. Kabras/Malava/175, and whereas sufficient evidence has been adduced to show that the land title deed issued thereof has been lost, notice is given that after the expiration of sixty (60) days from the date hereof, I shall issue a new land title deed provided that no objection has been received within that period.

Dated the 4th March, 1994.

GEORGE TINDI,
Land Registrar,
Kakamega District.

GAZETTE NOTICE NO. 1000

THE REGISTERED LAND ACT

(Cap. 300, section 35)

ISSUE OF A NEW LAND TITLE DEED

WHEREAS Kamulusi Mwanza, of the Republic of Kenya, is registered as proprietor in absolute ownership interest of that piece of land containing 2.0 acres or thereabout, situate in the district of Kakamega, known as parcel No. 734, registered under title No. Butsotso/Esumeyia/734, and whereas sufficient evidence has been adduced to show that the land title deed issued thereof has been lost, notice is given that after the expiration of sixty (60) days from the date hereof, I shall issue a new land title deed provided that no objection has been received within that period.

Dated the 4th March, 1994.

GEORGE TINDI,
Land Registrar,
Kakamega District.

GAZETTE NOTICE NO. 1001

THE REGISTERED LAND ACT

(Cap. 300, section 35)

ISSUE OF A NEW LAND TITLE DEED

WHEREAS Abdalhiman Wamukoya Murunga, of P.O. Box 24, Bulimbo in the Republic of Kenya, is registered as proprietor in absolute ownership interest of that piece of land containing 6.49 hectares or thereabout, situate in the district of Kakamega, known as parcel No. 1012, registered under title No. N. Wanga/Kholera/1012, and whereas sufficient evidence has been adduced to show that the land title deed issued thereof has been lost, notice is given that after the expiration of sixty (60) days from the date hereof, I shall issue a new land title deed provided that no objection has been received within that period.

Dated the 4th March, 1994.

GEORGE TINDI,
Land Registrar,
Kakamega District.

GAZETTE NOTICE NO. 1002

THE REGISTERED LAND ACT

(Cap. 300, section 33)

ISSUE OF A NEW LAND TITLE DEED

WHEREAS Imoli Lusui of the Republic of Kenya, is registered as proprietor in absolute ownership interest of that piece of land, situate in the district of Kakamega, known as parcel No. 67, registered under title No. Tiriki/Shiru/67, and whereas sufficient evidence has been adduced to show that the land title deed issued thereof has been lost, notice is given that after the expiration of sixty (60) days from the date hereof, I shall issue a new land title deed provided that no objection has been received within that period.

Dated the 4th March, 1994.

GEORGE TINDI,
Land Registrar,
Kakamega District.

GAZETTE NOTICE NO. 1003

THE TRUST LAND ACT

(Cap. 288)

PLOTS FOR ALIENATION—EMALI TOWNSHIP

THE Commissioner of Lands invites applications for the allocation of plots in the above township as described in the Schedule hereto. A plan showing the plots may be obtained from the Public Map Office, P.O. Box 30089, Nairobi, on payment of KSh. 60, post free.

2. Completed applications should be submitted to the Commissioner of Lands, Nairobi, through the County Clerk, Makueni County Council, P.O. Box 78, Makueni.

3. Applicants must be sent as to reach the county clerk not later than noon, on Friday, 29th April, 1994, and the applicants must enclose with their applications either a banker's cheque, money order or postal order for KSh. 1,000, made payable to the Commissioner of Lands as deposit which will be dealt with as follows:

- (a) Credited to a successful applicant.
- (b) Refunded to an unsuccessful applicant.
- (c) Forfeited if a successful applicant fails to pay within thirty (30) days of the offer of a plot, and the applicant shall have no further claim thereto.
- (d) Non-refundable KSh. 100 payable to the Commissioner of Lands.
- 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 banker's letter or other evidence of financial status in support.
 - (c) The manner in which it is proposed to raise the balance required for development, if any.
 - (d) Full details of both residential and/or commercial properties owned by the applicant in the township.
 - (e) Individual applicants to indicate numbers of their identity cards.
 - (f) In case of companies, names of directors to be included.

5. The successful allottee of a plot shall pay to the Commissioner of Lands within thirty (30) days of notification that his/her application has been successful, the stand premium and proportion of the annual rent together with conveyancing, stamp duty, registration fees, contributions in lieu of rates, roads and drains charges and survey fees. 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 plot.

General Conditions

The grant will be made under the provisions of the Government Lands Act/Trust Land Act, and title will be issued under the Registration of Titles Act (Cap. 281), or the Registered Land Act (Cap. 300), as the case may be.

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 ninety-nine (99) years from the first day of the month following the issue of the letter of allotment.

*Special Conditions***RESIDENTIAL**

No buildings shall be erected on the land nor shall additions of external alterations be made to any buildings otherwise than in conformity with plans and specifications previously approved in writing by the Commissioner of Lands. 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 calendar months of the actual registration of the lease, submit in triplicate to the local authority and the Commissioner of Lands plans (including

block plans showing the positions of the buildings and system of drainage for the disposal of sewerage surface and suffuse water), drawings, elevations and specifications of the buildings the lessee proposes to erect in the land shall, within twenty-four (24) months of the actual registration of the lease, complete the erection of such buildings and the constructions 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 contrary contained in or implied by Government Lands Act, if default shall be made in the performance or observance of any of the requirements of this condition it shall be lawful for the Commissioner of Lands or any person authorized by him on behalf of the President to re-enter into and upon the land or any part thereof in the name of the whole and thereupon the term hereby created shall cease but without prejudice to any right of action or remedy of the President or the Commissioner in respect of any antecedent breach of any condition herein contained.

3. The lessee 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 lessee's expense) accept a surrender of land comprised herein:

Provided further that if such notice as aforesaid shall be given—

(a) within twelve (12) months of the actual registration of the grantee, the Commissioner of Lands shall refund to the lessee fifty (50) per cent of the stand premium paid in respect of the land; or

(b) at any subsequent time prior to the expiration of the said building period, the Commissioner of Lands shall refund the lessee twenty-five (25) per cent of the said stand premium; or

(c) 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 one private dwelling house (excluding a guest house).

6. The buildings shall not cover more than 50 per cent of the area of the land or lesser area 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 land and buildings shall not be used for any trade or business which the Commissioner of Lands considers to be dangerous or offensive.

9. The grantee shall not sell transfer sublet charge or part with the possession of the land or any part thereof or any buildings therein except with 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 grantee shall pay to the local authority on demand such sums as the local authority may estimate to be the proportionate cost of constructing all roads and drains and sewers serving or adjoining the land and shall on completion of such construction and the ascertainment of the actual proportionate cost either pay (within seven (7) days of demand) or be refunded 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 or maintaining all roads and drains serving adjoining the land as the Commissioner of Lands may assess.

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

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

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

15. The county council reserves the right to revise the annual ground rental payable hereunder after expiration of the thirty third and sixty-sixth year of the term hereby granted. Such rental will be at a rate of four per centum of unimproved freehold value of the land as assessed by the county council.

COMMERCIAL

No buildings shall be erected on the land nor shall additions of external alterations be made to any buildings otherwise than in conformity with plans and specifications previously approved in writing by the local authority. The authority 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 calender months of the actual registration of the lease, submit in triplicate to the local authority and the Commissioner of Lands plans (including block plans showing the positions of the buildings and system of drainage for the disposal of sewerage surface and sullage water), drawings, elevations and specifications of the buildings the lessee purposes to erect in the land and shall, within four (4) months of the actual registration of the lease, complete the erection of such buildings and the constructions of the drainage system in conformity with such plans, drawings, elevations and specifications as amended (if such be the case) by the local authority.

Provided that notwithstanding anything to contrary contained in or implied by 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 county council 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 county council 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 council that he is unable to complete the buildings within the period aforesaid, the county council shall (at the lessee's expense) accept a surrender of land comprised herein:

Provided further that if such notice as aforesaid shall be given—

- (a) within twelve (12) months of the actual registration of the grantee, the county council shall refund to the grantee fifty (50) per cent of the stand premium paid in respect of the land; or
- (b) at any subsequent time prior to the expiration of the said building period, the county council shall refund the grantee, twenty-five (25) per cent of the said stand premium; or
- (c) 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, offices and flats excluding the sale of petrol and motor oils.

6. The buildings shall not cover more than 75 per cent of the area of the land or lesser area 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 county council and the Commissioner of Lands.

8. The land and buildings shall not be used for any trade or business which the county council considers to be dangerous or offensive.

9. The grantee shall not sell transfer sublet charge or part with the possession of the land or any part thereof or any buildings therein except with prior consent in writing of the county

council. No application for such consent (except in respect of a loan required for building purposes) will be considered until special condition No. 4 has been performed.

10. The grantee shall pay to the local authority on demand such sums as the local authority may estimate to be the proportionate cost of constructing all roads and drains and sewers serving or adjoining the land 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 local authority on demand such proportions of the cost of maintaining all roads and drains serving or adjoining the land as the local authority may assess.

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

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

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

15. The county council reserves the right to revise the annual ground rental payable hereunder after expiration of the thirty third and sixty-sixth year of the term hereby granted. Such rental will be at a rate of four per centum of unimproved freehold value of the land as assessed by the Commissioner of Lands.

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No buildings shall be erected on the land nor shall additions of external alterations be made to any buildings otherwise than in conformity with plans and specifications previously approved in writing by the Commissioner of Lands. The commissioner shall not give his approval unless he is satisfied that the proposed freehold value of the land as assessed by the county council.

2. The grantee shall within six calender months of the actual registration of the lease, submit in triplicate to the local authority and the Commissioner of Lands plans (including block plans showing the positions of the buildings and system of drainage for the disposal of sewerage surface and sullage water), drawings, elevations and specifications of the buildings the lessee proposes to erect in the land and shall, within twenty-four (24) months of the actual registration of the lease, complete the erection of such buildings and the constructions 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 contrary contained in or implied by Government Lands Act, if default shall be made in the performance or observance of any of the requirements of this condition it shall be lawful for the Commissioner of Lands or any person authorized by him on behalf of the President to re-enter into and upon the land or any part thereof in the name of the whole and thereupon the term hereby created shall cease but without prejudice to any right of action or remedy of the President or the commissioner in respect of any antecedent breach of any condition herein contained.

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

4. Should the grantee give notice in writing to the Commissioner of Lands that he is unable to complete the buildings within the period aforesaid, the Commissioner of Lands shall

(at the lessee's expense) accept a surrender of land comprised therein:

provided further that if such notice as aforesaid shall be given—

- (a) within twelve (12) months of the actual registration of the lease, the Commissioner of Lands shall refund to the lessee fifty (50) per cent of the stand premium paid in respect of the land; or
- (b) at any subsequent time prior to the expiration of the said building period, the Commissioner of Lands shall refund to the lessee twenty-five (25) per cent of the said stand premium; or
- (c) 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, offices and flats excluding the sale of petrol oils.

6. The buildings shall not cover more than 75 per cent of the area of the land or lesser area as may be laid down by the local authority in its by-laws.

7. The lessee shall not subdivide the land without the prior consent in writing of the Commissioner of Lands.

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

9. The lessee shall not sell transfer sublet charge or part with the possession of the land or any part thereof or any buildings thereon except with 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 grantee shall not sell, transfer, sublet, charge or part with the land or any part thereof or any building 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.

11. The lessee 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 adjoining the land as the Commissioner of Lands may assess.

12. The grantee shall pay rates, 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 buildings erected thereon including any contributions or other sum paid by the President of the Republic of Kenya in lieu thereof.

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

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

15. The Commissioner of Lands reserves the right to revise the annual ground rental payable hereunder after expiration of the thirty third and sixtieth year of the term hereby granted. Such rental will be at a rate of four per centum of unimproved freehold value of the land as assessed by the Commissioner of Lands.

SCHEDULE
EMAIL TOWNSHIP

PLAN I—BUSINESS-CUM-RESIDENTIAL

| Plot No. | Area in Hectare(s) (Approx.) | Stand Premium | Annual Rent | Survey Fees | Roads/ Drain. Charges |
|----------|---------------------------------|---------------|-------------|-------------|-----------------------------|
| 1 | 0.048 | 6,000 | 1,200 | 2,290 | On demand |
| 2-3 | 0.042 | 5,000 | 1,000 | 2,290 | " |
| 4-12 | 0.044 | 5,300 | 1,050 | 2,290 | " |
| 13 | 0.046 | 5,500 | 1,100 | 2,290 | " |
| 14-16 | 0.048 | 6,000 | 1,400 | 2,290 | " |
| 17 | 0.056 | 7,000 | 720 | 2,290 | " |
| 18 | 0.030 | 3,000 | 600 | 2,290 | " |
| 19-20 | 0.024 | 3,400 | 680 | 2,290 | " |
| 21 | 0.028 | 4,000 | 800 | 2,290 | " |
| 22 | 0.034 | 4,700 | 740 | 2,290 | " |
| 23-24 | 0.031 | 3,700 | 760 | 2,290 | " |
| 25 | 0.035 | 4,200 | 840 | 2,290 | " |
| 26-27 | 0.034 | 4,000 | 800 | 2,290 | " |
| 28 | 0.040 | 4,800 | 960 | 2,290 | " |
| 29 | 0.031 | 3,700 | 740 | 2,290 | " |
| 31-32 | 0.032 | 3,800 | 760 | 2,290 | " |
| 33 | 0.028 | 3,400 | 680 | 2,290 | " |
| 34 | 0.032 | 3,800 | 760 | 2,290 | " |
| 35-36 | 0.028 | 3,800 | 760 | 2,290 | " |
| 37-39 | 0.032 | 3,800 | 760 | 2,290 | " |
| 40 | 0.037 | 4,400 | 880 | 2,290 | " |
| 41 | 0.036 | 3,000 | 620 | 2,290 | " |
| 42 | 0.048 | 6,000 | 1,200 | 2,290 | " |
| 43 | 0.053 | 6,400 | 1,280 | 2,290 | " |
| 44-46 | 0.036 | 4,000 | 800 | 2,290 | " |
| 47 | 0.045 | 5,000 | 1,000 | 2,290 | " |
| 48 | 0.048 | 5,300 | 1,060 | 2,290 | " |
| 49-55 | 0.045 | 5,000 | 1,000 | 2,290 | " |
| 56 | 0.042 | 4,600 | 920 | 2,290 | " |
| 57 | 0.054 | 6,000 | 1,200 | 2,290 | " |
| 58-65 | 0.045 | 5,000 | 1,000 | 2,290 | " |
| 66 | 0.040 | 4,400 | 880 | 2,290 | " |
| 67-77 | 0.045 | 5,000 | 1,000 | 2,290 | " |
| 72 | 0.039 | 4,300 | 860 | 2,290 | " |
| 78-108 | 0.045 | 5,000 | 1,000 | 2,290 | " |
| 109 | 0.046 | 5,000 | 1,000 | 2,290 | " |
| 110-130 | 0.045 | 4,600 | 920 | 2,290 | " |
| 131-132 | 0.042 | 4,600 | 920 | 2,290 | " |
| 133-138 | 0.045 | 5,000 | 1,000 | 2,290 | " |
| 139 | 0.036 | 4,000 | 800 | 2,290 | " |
| 140-153 | 0.045 | 5,000 | 1,000 | 2,290 | " |
| 154 | 0.036 | 4,000 | 800 | 2,290 | " |

PLAN II—BUSINESS-CUM-RESIDENTIAL

| Plot No. | Area in Hectare(s) (Approx.) | Stand Premium | Annual Rent | Survey Fees | Roads/ Drain. Charges |
|----------|---------------------------------|---------------|-------------|-------------|-----------------------------|
| 1 | 0.080 | 7,300 | 1,460 | 2,290 | " |
| 2 | 0.056 | 5,000 | 1,000 | 2,290 | " |
| 3-12 | 0.045 | 6,600 | 1,320 | 2,290 | " |
| 13-14 | 0.060 | 5,000 | 1,000 | 2,290 | " |
| 15-32 | 0.045 | 4,000 | 800 | 2,290 | " |
| 33 | 0.036 | 4,000 | 800 | 2,290 | " |
| 34 | 0.042 | 4,600 | 920 | 2,290 | " |
| 35-49 | 0.045 | 5,000 | 1,000 | 2,290 | " |
| 50-51 | 0.042 | 4,600 | 920 | 2,290 | " |
| 52-59 | 0.045 | 5,000 | 1,000 | 2,290 | " |

| Plot No. | Area in Hectare(s) (Approx.) | Stand Premium | Annual Rent | Survey Fees | Roads/ Drain. Charges |
|----------|---------------------------------|---------------|-------------|-------------|-----------------------------|
| 1 | 0.080 | 3,200 | 640 | 2,290 | " |
| 2 | 0.056 | 2,600 | 520 | 2,290 | " |
| 3-37 | 0.064 | 2,300 | 460 | 2,290 | " |
| 38 | 0.058 | 2,100 | 420 | 2,290 | " |
| 39 | 0.077 | 2,000 | 400 | 2,290 | " |
| 40-52 | 0.032 | 1,900 | 360 | 2,290 | " |
| 53 | 0.032 | 1,900 | 360 | 2,290 | " |
| 54 | 0.056 | 2,200 | 440 | 2,290 | " |
| 55 | 0.054 | 2,200 | 440 | 2,290 | " |
| 56-65 | 0.057 | 2,300 | 460 | 2,290 | " |
| 66-85 | 0.053 | 2,300 | 460 | 2,290 | " |
| 86-105 | 0.055 | 2,200 | 440 | 2,290 | " |

PLAN II—RESIDENTIAL

WORKSHOPS

GAZETTE NOTICE NO. 907

THE TRUST LAND ACT

(Cap. 288)

PLOTS FOR ALLOCATION—TAVETA TOWNSHIP

THE Commissioner of Lands invites applications for the allocation of plots in the above township as described in the schedule hereto. A plan showing the plots may be obtained from the Public Map Office, P.O. Box 30089, Nairobi, on payment of KSh. 35, post free.

2. Completed applications should be submitted to the Commissioner of Lands, Nairobi, through the County Clerk, Taita/Taveta County Council, P.O. Box 1066, Wundanyi, on the prescribed forms which are available on payment of KSh. 100 non-refundable fees from the District Lands Office, Wundanyi, and the office of the County Clerk, P.O. Box 1066, Wundanyi.

3. Applications must be sent so as to reach the county clerk not later than noon, on 29th April, 1994, and the applicants must enclose with their applications either a banker's cheque, money order or postal order for KSh. 1,000, made payable to the Commissioner of Lands, as deposit which will be dealt as follows:

- (a) Credited to a successful applicant.
- (b) Refunded to an unsuccessful applicant.
- (c) Forfeited if a successful applicant fails to pay within thirty (30) days of the offer of a plot, 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 banker's letter or other evidence of financial status in support.
- (c) The manner in which it is proposed to raise the balance required for development, if any.
- (d) Full details of both residential and/or commercial properties owned by the applicant in town.
- (e) Individual applicants to indicate numbers of their identity cards.
- (f) In case of companies, names of directors to be included.

5. The successful allottee of a plot shall pay to the Commissioner of Lands within thirty (30) days of notification that his/her application has been successful, the stand premium and proportion of the annual rent together with conveyancing fees, stamp duty, registration fees, contribution in lieu of rates, roads and drains charges and survey fees. In default of payment within the specified time, the Commissioner of Lands may cancel the allocation and the applicant shall have no claim to the plot.

General Conditions

The grant will be made under the provisions of the Government Lands Act/Trust Land Act, and title will be issued under the Registration of Titles Act (Cap. 281), or the Registered Land Act (Cap. 300), as the case may be.

2. The grant will be issued in the name of the allottee as given in the letters of application and will be subject to special conditions set out below.

3. The term of the grant will be for ninety-nine (99) years from the first day of the month following the issue of the letter of allotment.

Special Conditions

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 local authority. The local authority shall not give its approval unless it is satisfied that the proposals are such as to develop the land adequately and satisfactorily.

2. The grantee shall, within six (6) calendar months of the actual registration of the lease, submit in triplicate to the local authority plans (including block plans showing the positions of the buildings and a system of drainage for the disposal of sewage, surface and sullage water), drawings, elevations and specifications of the buildings the grantee proposes to erect on the land and shall, within twenty-four (24) months of the actual registration of the grant, complete the erection of such buildings and the construction of the drainage system in conformity with such plans, drawings, elevations and specifications as amended (if such be the case) by the local authority:

Provided that notwithstanding anything to the contrary contained in or implied by the Trust Land Act, if default shall be made in performance or observance of any of the requirements of this condition it shall be lawful for the town council or any person authorized by the town council to re-enter into and upon the land or any part thereof in the name of the whole and thereupon the term created shall cease but without prejudice to any right of action or remedy of the town council 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 town council that he/she is unable to complete the buildings within the period aforesaid, the town council shall (at the grantee's expense) accept a surrender of land comprised herein:

Provided further that if such notice as aforesaid shall be given—

(a) within twelve (12) months of the actual registration of the lease, the town council shall refund to the grantee 50 per cent of the stand premium paid in respect of the land;

(b) at any subsequent time prior to the expiration of the said building period, the town council shall refund the grantee 25 per cent of the said stand premium; or

(c) 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 the purposes indicated on the schedule.

6. The buildings shall not cover more 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 purpose of any trade business which the local authority considers to be dangerous or offensive.

8. The grantee shall not subdivide the land without prior consent in writing of the town council and the Commissioner of Lands.

9. The grantee shall not sell, transfer, sublet, charge or part with the possession of the land or any part thereof or any building thereon except with prior consent in writing of the town council and 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 grantee shall pay to the local authority, on demand such sum as the local authority 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 (7) days of demand) or be refunded the amount by which the actual proportionate cost exceeds or falls short of the amount paid as aforesaid.

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

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

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

14. The town council or such person or authority as may be appointed for the purpose shall have the right to enter upon the land and lay and have access to water mains, service pipes and drains, telephone or telegraph wires and electric mains.

15. The local authority reserves the right to revise the annual rental payable hereunder at the expiry of the 33rd and 66th years of the term granted. Such rent will be at the rate of 4 per cent of the unimproved freehold value of the land as assessed by the Commissioner of Lands on behalf of the local authority.

SCHEDULE 1
HIGH DENSITY RESIDENTIAL PLOTS

| PLOT NO. | Area in Hectare(s) (Approx.) | STAND PREMIUM | ANNUAL RENT | SURVEY FEES |
|----------|------------------------------------|------------------|----------------|----------------|
| 1-10 | 0.03 | Sh. 240 | Sh. 2,290 | |
| 11 | 0.029 | 1,200 | 2,290 | |
| 12-25 | 0.024 | 1,200 | 2,290 | |
| 26 | 0.024 | 1,000 | 2,000 | |
| 27 | 0.07 | 2,800 | 2,290 | |
| 28 | 0.040 | 1,600 | 320 | |
| 29 | 0.064 | 2,600 | 520 | |
| 30 | 0.060 | 1,200 | 240 | |
| 31 | 0.064 | 2,400 | 480 | |
| 32 | 0.06 | 2,400 | 400 | |
| 33 | 0.036 | 1,400 | 280 | |
| 34 | 0.031 | 1,200 | 240 | |
| 35 | 0.06 | 2,400 | 480 | |
| 36 | 0.042 | 1,600 | 320 | |
| 37 | 0.054 | 2,400 | 440 | |
| 38-40 | 0.045 | 1,800 | 360 | |
| 41 | 0.042 | 2,000 | 400 | |
| 42 | 0.039 | 1,600 | 320 | |
| 43 | 0.032 | 1,200 | 240 | |
| 44 | 0.064 | 1,600 | 320 | |
| 45 | 0.064 | 2,400 | 480 | |
| 46 | 0.061 | 1,800 | 360 | |
| 47 | 0.047 | 1,600 | 320 | |
| 48 | 0.044 | 2,000 | 440 | |
| 49 | 0.054 | 2,200 | 440 | |
| 50 | 0.056 | 2,200 | 440 | |
| 51 | 0.052 | 2,800 | 560 | |
| 52 | 0.072 | 1,400 | 280 | |
| 53 | 0.035 | 3,000 | 600 | |
| 54 | 0.073 | 2,600 | 520 | |
| 55 | 0.036 | 1,400 | 280 | |
| 56 | 0.032 | 1,200 | 240 | |
| 57 | 0.046 | 1,600 | 320 | |
| 58 | 0.075 | 1,200 | 240 | |
| 59 | 0.11 | 4,400 | 880 | |
| 60 | 0.036 | 1,400 | 280 | |
| 61 | 0.032 | 1,200 | 240 | |
| 62 | 0.032 | 1,200 | 240 | |
| 63 | 0.036 | 1,400 | 280 | |
| 64 | 0.042 | 1,600 | 320 | |
| 65 | 0.064 | 2,400 | 480 | |
| 66 | 0.061 | 1,800 | 360 | |
| 67 | 0.047 | 1,600 | 320 | |
| 68 | 0.044 | 2,000 | 440 | |
| 69 | 0.054 | 2,200 | 440 | |
| 70 | 0.056 | 2,200 | 440 | |
| 71 | 0.052 | 2,800 | 560 | |
| 72 | 0.072 | 1,400 | 280 | |
| 73 | 0.035 | 3,000 | 600 | |
| 74 | 0.073 | 2,600 | 520 | |
| 75 | 0.036 | 1,400 | 280 | |
| 76 | 0.032 | 1,200 | 240 | |
| 77 | 0.036 | 1,400 | 280 | |
| 78 | 0.031 | 1,200 | 240 | |
| 79 | 0.06 | 2,400 | 480 | |
| 80 | 0.04 | 2,000 | 400 | |
| 81 | 0.039 | 1,600 | 320 | |
| 82 | 0.064 | 2,400 | 480 | |
| 83 | 0.061 | 1,800 | 360 | |
| 84 | 0.047 | 1,600 | 320 | |
| 85 | 0.044 | 2,000 | 440 | |
| 86 | 0.054 | 2,200 | 440 | |
| 87 | 0.056 | 2,200 | 440 | |
| 88 | 0.052 | 2,800 | 560 | |
| 89 | 0.072 | 1,400 | 280 | |
| 90 | 0.035 | 3,000 | 600 | |
| 91 | 0.073 | 2,600 | 520 | |
| 92 | 0.036 | 1,400 | 280 | |
| 93 | 0.032 | 1,200 | 240 | |
| 94 | 0.036 | 1,400 | 280 | |
| 95 | 0.042 | 1,600 | 320 | |
| 96 | 0.064 | 2,400 | 480 | |
| 97 | 0.061 | 1,800 | 360 | |
| 98 | 0.047 | 1,600 | 320 | |
| 99 | 0.044 | 2,000 | 440 | |
| 100 | 0.054 | 2,200 | 440 | |
| 101 | 0.056 | 2,200 | 440 | |
| 102 | 0.052 | 2,800 | 560 | |
| 103 | 0.072 | 1,400 | 280 | |
| 104 | 0.035 | 3,000 | 600 | |
| 105 | 0.073 | 2,600 | 520 | |
| 106 | 0.036 | 1,400 | 280 | |
| 107 | 0.032 | 1,200 | 240 | |
| 108 | 0.04 | 2,400 | 480 | |
| 109 | 0.045 | 1,800 | 360 | |
| 110 | 0.032 | 1,600 | 320 | |
| 111 | 0.039 | 1,200 | 240 | |
| 112 | 0.032 | 1,200 | 240 | |
| 113 | 0.039 | 1,600 | 320 | |
| 114 | 0.032 | 1,200 | 240 | |
| 115 | 0.039 | 1,600 | 320 | |
| 116 | 0.032 | 1,200 | 240 | |
| 117 | 0.039 | 1,600 | 320 | |
| 118 | 0.032 | 1,200 | 240 | |
| 119 | 0.04 | 2,400 | 480 | |
| 120 | 0.032 | 1,600 | 320 | |
| 121 | 0.064 | 2,600 | 520 | |
| 122 | 0.054 | 2,200 | 440 | |
| 123 | 0.032 | 1,600 | 320 | |
| 124 | 0.039 | 1,600 | 320 | |
| 125 | 0.039 | 1,800 | 360 | |
| 126 | 0.046 | 3,000 | 600 | |
| 127 | 0.075 | 1,200 | 240 | |
| 128 | 0.11 | 4,400 | 880 | |
| 129 | 0.036 | 1,400 | 280 | |
| 130 | 0.032 | 1,200 | 240 | |
| 131 | 0.04 | 1,600 | 320 | |
| 132 | 0.032 | 1,200 | 240 | |
| 133 | 0.033 | 3,000 | 600 | |
| 134 | 0.036 | 1,400 | 280 | |
| 135 | 0.045 | 2,400 | 480 | |
| 136 | 0.060 | 2,600 | 520 | |
| 137 | 0.045 | 1,800 | 360 | |
| 138 | 0.048 | 2,400 | 480 | |
| 139 | 0.036 | 1,600 | 320 | |
| 140 | 0.040 | 1,600 | 320 | |
| 141 | 0.048 | 2,400 | 480 | |
| 142 | 0.042 | 1,600 | 320 | |
| 143 | 0.036 | 2,000 | 400 | |
| 144 | 0.042 | 1,600 | 320 | |
| 145 | 0.048 | 2,400 | 480 | |
| 146 | 0.042 | 1,600 | 320 | |
| 147 | 0.036 | 2,000 | 400 | |
| 148 | 0.042 | 1,600 | 320 | |
| 149 | 0.048 | 2,400 | 480 | |
| 150 | 0.040 | 1,600 | 320 | |
| 151 | 0.036 | 2,000 | 400 | |
| 152 | 0.042 | 1,600 | 320 | |
| 153 | 0.048 | 2,400 | 480 | |
| 154 | 0.036 | 1,600 | 320 | |
| 155 | 0.042 | 1,600 | 320 | |
| 156 | 0.048 | 2,400 | 480 | |
| 157 | 0.037 | 1,800 | 360 | |
| 158 | 0.045 | 2,400 | 480 | |
| 159 | 0.036 | 1,600 | 320 | |
| 160 | 0.042 | 1,600 | 320 | |
| 161 | 0.039 | 2,000 | 400 | |
| 162 | 0.042 | 1,600 | 320 | |
| 163 | 0.048 | 2,400 | 480 | |
| 164 | 0.037 | 1,800 | 360 | |
| 165 | 0.045 | 2,400 | 480 | |
| 166 | 0.036 | 1,600 | 320 | |
| 167 | 0.042 | 1,600 | 320 | |
| 168 | 0.037 | 2,000 | 400 | |
| 169 | 0.042 | 1,600 | 320 | |
| 170 | 0.048 | 2,400 | 480 | |
| 171 | 0.037 | 1,800 | 360 | |
| 172 | 0.045 | 2,400 | 480 | |
| 173 | 0.036 | 1,600 | 320 | |
| 174 | 0.042 | 1,600 | 320 | |
| 175 | 0.039 | 2,000 | 400 | |
| 176 | 0.042 | 1,600 | 320 | |
| 177 | 0.048 | 2,400 | 480 | |
| 178 | 0.037 | 1,800 | 360 | |
| 179 | 0.045 | 2,400 | 480 | |
| 180 | 0.036 | 1,600 | 320 | |
| 181 | 0.042 | 1,600 | 320 | |
| 182 | 0.039 | 2,000 | 400 | |
| 183 | 0.042 | 1,600 | 320 | |
| 184 | 0.048 | 2,400 | 480 | |
| 185 | 0.037 | 1,800 | 360 | |
| 186 | 0.045 | 2,400 | 480 | |
| 187 | 0.036 | 1,600 | 320 | |
| 188 | 0.042 | 1,600 | 320 | |
| 189 | 0.039 | 2,000 | 400 | |
| 190 | 0.042 | 1,600 | 320 | |
| 191 | 0.048 | 2,400 | 480 | |
| 192 | 0.037 | 1,800 | 360 | |
| 193 | 0.045 | 2,400 | 480 | |
| 194 | 0.036 | 1,600 | 320 | |
| 195 | 0.042 | 1,600 | 320 | |
| 196 | 0.039 | 2,000 | 400 | |
| 197 | 0.042 | 1,600 | 320 | |
| 198 | 0.048 | 2,400 | 480 | |
| 199 | 0.037 | 1,800 | 360 | |
| 200 | 0.045 | 2,400 | 480 | |
| 201 | 0.036 | 1,600 | 320 | |
| 202 | 0.042 | 1,600 | 320 | |
| 203 | 0.039 | 2,000 | 400 | |
| 204 | 0.042 | 1,600 | 320 | |
| 205 | 0.048 | 2,400 | 480 | |
| 206 | 0.037 | 1,800 | 360 | |
| 207 | 0.045 | 2,400 | 480 | |
| 208 | 0.036 | 1,600 | 320 | |
| 209 | 0.042 | 1,600 | 320 | |
| 210 | 0.039 | 2,000 | 400 | |
| 211 | 0.042 | 1,600 | 320 | |
| 212 | 0.048 | 2,400 | 480 | |
| 213 | 0.037 | 1,800 | 360 | |
| 214 | 0.045 | 2,400 | 480 | |
| 215 | 0.036 | 1,600 | 320 | |
| 216 | 0.042 | 1,600 | 320 | |
| 217 | 0.039 | 2,000 | 400 | |
| 218 | 0.042 | 1,600 | 320 | |
| 219 | 0.048 | 2,400 | 480 | |
| 220 | 0.037 | 1,800 | 360 | |
| 221 | 0.045 | 2,400 | 480 | |
| 222 | 0.036 | 1,600 | 320 | |
| 223 | 0.042 | 1,600 | 320 | |
| 224 | 0.039 | 2,000 | 400 | |
| 225 | 0.042 | 1,600 | 320 | |
| 226 | 0.048 | 2,400 | 480 | |
| 227 | 0.037 | 1,800 | 360 | |
| 228 | 0.045 | 2,400 | 480 | |
| 229 | 0.036 | 1,600 | 320 | |
| 230 | 0.042 | 1,600 | 320 | |
| 231 | 0.039 | 2,000 | 400 | |
| 232 | 0.042 | 1,600 | 320 | |
| 233 | 0.048 | 2,400 | 480 | |
| 234 | 0.037 | 1,800 | 360 | |
| 235 | 0.045 | 2,400 | 480 | |
| 236 | 0.036 | 1,600 | 320 | |
| 237 | 0.042 | 1,600 | 320 | |
| 238 | 0.039 | 2,000 | 400 | |
| 239 | 0.042 | 1,600 | 320 | |
| 240 | 0.039 | 2,400 | 480 | |
| 241 | 0.036 | 1,600 | 320 | |
| 242 | 0.042 | 1,600 | 320 | |
| 243 | 0.039 | 2,000 | 400 | |
| 244 | 0.042 | 1,600 | 320 | |
| 245 | 0.036 | 2,400 | 480 | |
| 246 | 0.042 | 1,600 | 320 | |
| 247 | 0.039 | 2,000 | 400 | |
| 248 | 0.042 | 1,600 | 320 | |
| 249 | 0.036 | 2,400 | 480 | |
| 250 | 0.042 | 1,600 | 320 | |
| 251 | 0.039 | 2,000 | 400 | |
| 252 | 0.042 | 1,600 | 320 | |
| 253 | 0.036 | 2,400 | 480 | |
| 254 | 0.042 | 1,600 | 320 | |
| 255 | 0.039 | 2,000 | 400 | |
| 256 | 0.042 | 1,600 | 320 | |
| 257 | 0.036 | 2,400 | 480 | |
| 258 | 0.042 | 1,600 | 320 | |
| 259 | 0.039 | 2,000 | 400 | |
| 260 | 0.042 | 1,600 | 320 | |
| 261 | 0.036 | 2,400 | 480 | |
| 262 | 0.042 | 1,600 | 320 | |
| 263 | 0.039 | 2,000 | 400 | |
| 264 | 0.042 | 1,600 | 320 | |
| 265 | 0.036 | 2,400 | 480 | |
| 266 | 0.042 | 1,600 | 320 | |
| 267 | 0.039 | 2,000 | 400 | |
| 268 | 0.042 | 1,600 | 320 | |
| 269 | 0.036 | 2,400 | 480 | |
| 270 | 0.042 | 1,600 | 320 | |
| 271 | 0.039 | 2,000 | 400 | |
| 272 | 0.042 | 1,600 | 320 | |
| 273 | 0.036 | 2,400 | 480 | |
| | | | | |

GAZETTE NOTICE NO. 1005

CENTRAL BANK OF KENYA
BANKI KUU YA KENYA
STATEMENT AS AT 31ST JANUARY, 1994

| ASSETS: | KShs Million |
|--|----------------|
| GOLD AND FOREIGN RESERVES | 38,092 |
| INVESTMENT IN GOVERNMENT SECURITIES | 52,253 |
| | |
| Kenya Government Stocks | 22,458 |
| Kenya Government Bearer Bonds | 614 |
| Kenya Treasury Bonds | 28,991 |
| Kenya Treasury Bills | 190 |
| | |
| DIRECT ADVANCES TO KENYA GOVERNMENT | 200 |
| ADVANCES AND DISCOUNTS TO BANKS | 11,484 |
| UNCLEARED EFFECTS | 1,105 |
| OTHER ASSETS | 1,908 |
| | |
| REVALUATION ACCOUNT | |
| (Set up under section 51 of the Act) | 17,802 |
| | |
| TOTAL ASSETS | <u>122,844</u> |
| | |
| LIABILITIES, PROVISIONS AND RESERVES: | |
| CURRENCY IN CIRCULATION | 23,838 |
| | |
| Notes | 23,388 |
| Coin | 450 |
| | |
| DEPOSITS | 92,854 |
| | |
| Government of Kenya | 41,005 |
| Banks—Kenya | 20,530 |
| —External | 130 |
| I.M.F. | 25,887 |
| Others | 5,302 |
| | |
| OTHER LIABILITIES AND PROVISIONS | 5,652 |
| CAPITAL | 500 |
| GENERAL RESERVE FUND | — |
| | |
| TOTAL LIABILITIES AND PROVISIONS | <u>122,844</u> |

Nairobi,
28th February, 1994.

MICAH CHESEREM,
Governor.

GAZETTE NOTICE NO. 1006

IN THE HIGH COURT OF KENYA AT ELDORET
PROBATE AND ADMINISTRATION

TAKE NOTICE that application having been made in this court in:

CAUSE NO. 6 OF 1994

By Teresia Wanjiru Njoroge, of P.O. Box 160, Matunda in the Republic of Kenya, the deceased's widow, for a grant of letters of administration intestate to the estate of Godfrey Njoroge Mbita, late of Matunda, Uasin Gishu, who died there, on 29th September, 1991.

The court will proceed to issue the same unless cause be shown to the contrary and appearance in this respect entered within thirty (30) days from the date of publication of this notice in the *Kenya Gazette*.

Dated the 19th January, 1994.

R. M. MUTITU,
Deputy Registrar, Eldoret.

GAZETTE NOTICE NO. 1007

IN THE HIGH COURT OF KENYA AT NAIROBI
PROBATE AND ADMINISTRATION

TAKE NOTICE that an application having been made in this court in:

CAUSE NO. 200 OF 1994

By (1) Ruby Annette Thomas and (2) Michael Albert Allen Harries, both of P.O. Box 20104, Nairobi in Kenya, the executors named in the deceased's will, through Messrs. Murgor & Murgor, advocates of Nairobi, for a grant of probate of the will of Ruby Conelie Annie Kinnell, late of Nairobi in Kenya, who died there on 18th December, 1992.

The court will proceed to issue the same unless cause be shown to the contrary and appearance in this respect entered within thirty (30) days from the date of publication of this notice in the *Kenya Gazette*.

Dated the 17th February, 1994.

C. K. NJAI,
Principal Deputy Registrar, Nairobi.

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

GAZETTE NOTICE NO. 1008

IN THE HIGH COURT OF KENYA AT KISUMU
IN THE MATTER OF THE ESTATE OF WINSTON
OTIENO OKELLO
PROBATE AND ADMINISTRATION

SUCCESSION CAUSE NO. 33 OF 1994

LET ALL the parties concerned take notice that a petition for a grant of letters of administration intestate to the estate of the above-named deceased, who died on 14th September, 1993, has been filed in this registry by Meshack Okello Ouma, in his capacity as father of the deceased.

And further take notice that objections in the prescribed form to the making of the proposed grant are invited and must be lodged in this registry within thirty (30) days of publication of this notice.

And further take notice that if no objection has been lodged in this registry in the prescribed form within thirty (30) days of the date of publication of this notice, the court may proceed to make the grant as prayed or to make such order as it thinks fit.

Dated the 22nd February, 1994.

F. M. O. KADIMA,
Deputy Registrar, Kisumu.

GAZETTE NOTICE NO. 1009

IN THE SENIOR RESIDENT MAGISTRATE'S COURT
AT KERUGOYA
IN THE MATTER OF THE ESTATE OF LUCIA
WAKAGIO MUKUMBU
PROBATE AND ADMINISTRATION

SUCCESSION CAUSE NO. 67 OF 1994

LET ALL the parties concerned take notice that a petition for a grant of letters of administration intestate to the estate of the above-named deceased, who died at District Hospital, Kerugoya, on 20th January, 1994, has been filed in this registry by Cicilia Wanja Gichuku, of P.O. Box 24, Kerugoya, in her capacity as an administratrix of the deceased's estate.

And further take notice that objections in the prescribed form to the making of the proposed grant are invited and must be lodged in this registry within thirty (30) days of publication of this notice.

And further take notice that if no objection has been lodged in this registry in the prescribed form within thirty (30) days of the date of publication of this notice, the court may proceed to make the grant as prayed or to make such order as it thinks fit.

Dated the 24th February, 1994.

F. F WANJIKU,
District Registrar, Kerugoya.

GAZETTE NOTICE NO. 1010

IN THE RESIDENT MAGISTRATE'S COURT
AT WEBUYE
IN THE MATTER OF THE ESTATE OF MAINA
WAMBUGU KIRUMBI OF WEBUYE
PROBATE AND ADMINISTRATION
SUCCESSION CAUSE NO. 27 OF 1993

LET all the parties concerned take notice that a petition for a grant of letters of administration intestate to the estate of the above-named deceased, who died at Webuye, on 14th September, 1992, has been filed in this registry by Agnes Wambura Maina, of P.O. Box 663, Webuye, in her capacity as an administratrix of the deceased's estate.

And further take notice that objections in the prescribed form to the making of the proposed grant are invited and must be lodged in this registry within thirty (30) days of publication of this notice.

And further take notice that if no objection has been lodged in this registry in the prescribed form within thirty (30) days of the date of publication of this notice, the court may proceed to make the grant as prayed or to make such order as it thinks fit.

Dated the 24th November, 1993.

D. O. ONDABU,
District Registrar, Webuye.

GAZETTE NOTICE NO. 1011

IN THE RESIDENT MAGISTRATE'S COURT AT SIAYA
IN THE MATTER OF THE ESTATE OF JACOB
WANGA SILUAL
PROBATE AND ADMINISTRATION

SUCCESSION CAUSE NO. 11 OF 1994

LET ALL the parties concerned take notice that a petition for a grant of letters of administration intestate to the estate of the above-named deceased, who died at Karadolo Sub-location, Siaya District in the Republic of Kenya, on 1st August, 1992, has been filed in this registry by Cleophas Oindo Wanga, of P.O. Box 50, Ukwala, in his capacity as son of the deceased.

And further take notice that objections in the prescribed form to the making of the proposed grant are invited and must be lodged in this registry within thirty (30) days of publication of this notice.

And further take notice that if no objection has been lodged in this registry in the prescribed form within thirty (30) days of the date of publication of this notice, the court may proceed to make the grant as prayed or to make such order as it thinks fit.

Dated the 14th February, 1994.

S. M. S. SOITA,
District Registrar, Siaya.

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