



THE KENYA GAZETTE

Published by Authority of the Republic of Kenya

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

Vol. LXXII—No. 23

NAIROBI, 8th May 1970

Price Sh. 1/50

CONTENTS

GAZETTE NOTICES

	PAGE
The Pyrethrum Act—	
Appointment to the Pyrethrum Board of Kenya ..	482
Appointment to the Pyrethrum Marketing Board ..	482
Revocation of Appointment	482
The Stamp Duty Act—Exemption	482
The Mining Regulations—Expiry of Locations	482
The Methods of Charge (EAPL) Byelaws 1968—Fuel Oil Prices	482
Nairobi Cost-of-Living Indices	482
Air Services Licensing	482
The Parliamentary and Presidential Elections Regulations 1969—Polling Areas and Polling Stations	483
The Animal Diseases Act—Scheduled Areas	484
The Government Lands Act—	
Plots in Naivasha Township	485
Nairobi—Light Industrial Plot	486
Plots in Shimoni Township	487
The Trust Land Act—Setting Apart of Land	491
Industrial Court Award	492
The Agriculture (Crop Production) Rules—Declaration of Earliest and Latest Planting Dates, 1970	495
The Water Act—Applications	496
Kenya Stock	496
E.A. High Commission Stock	496

GAZETTE NOTICES—(Contd.)

	PAGE
E.A. Railways Corporation—Amendments to Tariff Book No. 5	496
Trade Marks	497-498
Patents	498-500
Liquor Licensing	500
Probate and Administration	501-502
Bankruptcy Jurisdiction	502
The Companies Act—Winding-up Notices, etc. ..	502-503
The Societies Rules 1968—Registrations, etc. ..	503
The Co-operative Societies Act—Admission of Claims ..	503
Local Government Notices	503-504
Loss of L.P.O.	504
Business Transfers	504
Change of Name	504

SUPPLEMENT No. 27

Legislative Supplement

LEGAL NOTICE NO.	PAGE
71—The Insurance Companies Act—Exemption ..	127
72—The Trade Licensing (Declaration of Occupations) Order, 1970	127

GAZETTE NOTICE No. 1325

THE PYRETHRUM ACT •
(Cap. 340)

APPOINTMENT TO THE PYRETHRUM BOARD OF KENYA

IN EXERCISE of the powers conferred by section 4 of the Pyrethrum Act, the Minister for Agriculture hereby re-appoints, with effect from 28th of February 1970, under subsection (2) (c)—

JOSEPH KIPTABUT ARAP CHEMJOR*
to be a member of the Board.

Dated this 2nd day of May 1970.

BRUCE MCKENZIE,
Minister for Agriculture.

*G.N. 2431/1968.

GAZETTE NOTICE No. 1326

THE PYRETHRUM ACT
(Cap. 340)

APPOINTMENT TO THE PYRETHRUM MARKETING BOARD

IN EXERCISE of the powers conferred by section 8 of the Pyrethrum Act, the Minister for Agriculture hereby appoints, with effect from 1st of May 1970, under subsection (2) (c)—

JOHN MWANGI
to be a member of the Board.

Dated this 2nd day of May 1970.

BRUCE MCKENZIE,
Minister for Agriculture.

GAZETTE NOTICE No. 1327

THE PYRETHRUM ACT
(Cap. 340)

REVOCATION OF APPOINTMENT

IN EXERCISE of the powers conferred by section 8 of the Pyrethrum Act, the Minister for Agriculture hereby revokes the appointment of—

J. M. KARIUKI*
as a member of the Pyrethrum Marketing Board.

Dated this 2nd day of May 1970.

BRUCE MCKENZIE,
Minister for Agriculture.

*G.N. 3674/1968.

GAZETTE NOTICE No. 1328

THE STAMP DUTY ACT
(Cap. 480)

IN EXERCISE of the powers conferred by section 106 of the Stamp Duty Act, the Minister for Finance hereby directs that the instruments specified in the Schedule hereto shall be exempted from the provisions of the Act.

SCHEDULE

Any instrument executed by the Minister, or any person specially authorized by him in writing in that behalf, under the provisions of section 7 of the Loans and Credit Facilities Act (No. 12 of 1967), and evidencing a transaction concluded or to be concluded under that Act.

Made this 20th day of April 1970.

MWAI KIBAKI,
Minister for Finance.

GAZETTE NOTICE No. 1329

THE MINING REGULATIONS
(Cap. 306, Sub. Leg.)

EXPIRY OF LOCATIONS

NOTICE is hereby given in accordance with the provisions of regulation 32 (2) of the Mining Regulations that the under-mentioned locations have expired:—

Rift Valley Province

District.—Kajiado.

Name of registered holder.—Tropical Mining Company.

Class.—Non-precious minerals, lode.

Locations Nos.—205/1-8.

Date of expiry.—20th March 1970.

Dated this 30th day of April 1970.

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

GAZETTE NOTICE No. 1330

THE METHODS OF CHARGE (EAPL) BYELAWS 1968

FUEL OIL PRICES

PURSUANT to byelaw No. 6 of the Methods of Charge (EAPL) Byelaws 1968, notice is hereby given of the variations to the price of fuel oil, delivered to the company on or before the 1st day of March 1970:—

Delivered to the Fuel Storage Tanks at:—

Nairobi South Power Station	No change
Kisumu Power Station	No change
Eldoret Power Station	No change
Kitale Power Station	Sh. 0.04 decrease
Nanyuki Power Station	Sh. 0.09 decrease
Kipevu Power Station	Sh. 0.83 decrease
Meru Power Station	No change
Kericho Power Station	No change
Homa Bay Power Station	Sh. 0.02 increase
Lamu Power Station	No change
Malindi Power Station	No change

A. N. NGUGI,
Secretary.

GAZETTE NOTICE No. 1331

NAIROBI COST-OF-LIVING INDICES

MIDDLE INCOME INDEX OF CONSUMER PRICES
(EXCLUDING RENT)—NAIROBI

THE above index stood at 114.6 points in the middle of April 1970. The base for this index is July 1964 = 100.

WAGE EARNERS' INDEX OF CONSUMER PRICES
(EXCLUDING RENT)—NAIROBI

The above index stood at 122.7 points in the first week of April 1970. The base for this index is October-December 1958 = 100.

GENERAL COST-OF-LIVING INDEX (EXCLUDING RENT)—NAIROBI

The above index stood at 387.0 points in the middle of April 1970.

WAGE ADJUSTMENT INDEX

The above index stood at 361.5 points in the middle of April 1970.

The base for the above two indices is August 1939 = 100.

M. A. OAKESHOTT,
for Chief Statistician.

GAZETTE NOTICE No. 1332

THE EAST AFRICAN LICENSING OF AIR SERVICES
REGULATIONS 1965

NOTICE OF APPLICATION FOR A LICENCE TO OPERATE
AN AIR SERVICE

PURSUANT to the provisions of regulations 6 and 7 of the East African Licensing of Air Services Regulations 1965, notice is given that Uganda Flying Club (in formation), P.O. Box 189, Jinja, Uganda, has applied to the East African Civil Aviation Board for a licence to operate the following service:—

Flying instruction up to Private Pilot's Licence, based at Jinja,

for a period of seven (7) years.

IT is further notified that any representations or objections with regard to this application must be made to the East African Civil Aviation Board at the office of the East African Community, P.O. Box 1002, Arusha, Tanzania, not later than 24th May 1970. Every such representation or objection shall state the specific grounds on which it is based, and shall specify any conditions which it may be desired should be attached to the licence if granted. A copy of every such representation or objection shall be sent by the person making the same to the applicant of the licence at the same time as it is sent to the East African Civil Aviation Board.

Dated at Arusha this 24th day of April 1970.

D. M. WAIRINDI,
for Secretary,
East African Civil Aviation Board.

GAZETTE NOTICE NO. 1333

THE PARLIAMENTARY AND PRESIDENTIAL ELECTIONS REGULATIONS 1969
(L.N. 221 of 1969)

POLLING AREAS AND POLLING STATIONS

IN EXERCISE of the powers conferred by regulation 6 (1) of the Parliamentary and Presidential Elections Regulations 1969, the Supervisor of Elections hereby gives notice that for the purpose of the forthcoming elections to the National Assembly in respect of the constituencies named in the first column of the Schedule to this Notice:—

- (a) he has divided the said constituencies into the several polling areas specified in the third column of the Schedule to this Notice, and the polling areas are in each case in the areas comprised in the registration units specified in the said third column;
- (b) he has assigned to each of the polling areas the distinguishing letters and number specified opposite such polling area in the second column of the said Schedule;
- (c) he has appointed for each of the said polling areas, the place or places specified opposite such polling area in the fourth column of the said Schedule, as the place or places at which the polling station or polling stations for such polling area shall be established.

SCHEDULE

Constituency	Letters and Number of Polling Area	Registration Units in Polling Area	Polling Station
NDHIWA	SN 15	1156, 1157	Mirogi School.
		1160	Ndhiwa Market.
		1161	Osure School.
		1158, 1159	Kobodo Chief's camp.
		1162	Rambusi School.
	SN 16	1149, 1151	Magina.
		1148	Ongeng.
		1150	Obera School.
		1155	Wiye Tek Market.
		1154	Ogango School.
		1152	Angigo School.
		1153	Ototo School.
	SN 17	1164, 1163	Sori Chief's Camp.
		1166	Bondo Kosiemo School.
		1165	Obware School.
		1168	Modi School.
		1167	Okenge School.
	SN 19	1169	Nyakwere School.
		1141	Ratang'a School.
		1143	God Kojowi School.
		1142	Wachara School.
		1145	Rapedhi School.
		1146	Oridi School.
		1144, 1147	Mariwa School.
KITUI NORTH	KT1 1	220	Chief's Centre, Tseikuru.
	KT1 2	221	Kaningo School.
	KT1 3	222	Chief's Centre, Katse.
	KT1 4	223	Kathiani Market.
	KT1 5	224	Tyaa-Kamuthale School.
	KT1 6	225	Katama School.
	KT1 7	226	Kaliwa School.
	KT1 8	227	Masungwa School.
	KT1 9	228	Mivukeni School.
	KT1 10	229	Gai School.
	KT1 11	230	Kyuse Chief's Centre.
	KT1 12	231	Kimangao School.
	KT1 13	232	Kamuwongo School.
	KT1 14	233	Migwani Chief's Centre.
	KT1 15	234	Kanyaa Market.
	KT1 16	235	Thitani School.
	KT1 17	236	Mbondoni Market.
	KT1 18	237	Nzeluni Market.
	KT1 19	238	D.O.'s Office, Mwingi.
	KT1 20	239	Mukuthu School.
	KT1 21	240	Enziu School.
	KT1 22	241	Waita Chief's Centre.
	KT1 23	242	Nguni Market.
	KT1 24	243	Ngomeni Chief's Centre.
	KT1 25	244	Mitamisiy School.
	KT1 26	245	Ukasi School.
	KT1 27	246	Musengo School.
	KT1 28	247	Kiondoni School.
	KT1 29	248	Mutonguni Chief's Centre.
	KT1 30	248	Kakeani School.
	KT1 31	247	Kabati School.
	KT1 32	238	Kivou School.
	KT1 33	237	Katatwa School.
	KT1 34	239	Itiliku School.
	KT1 35	233	Kyome School.
	KT1 36	233	Itoloni School.
	KT1 37	234	Nzawa School.
	KT1 38	235	Winzyei School.
	KT1 39	221	Usueni School.
	KT1 40	223	Ngungani School.
	KT1 41	242	Kamutju School.
	KT1 42	242	Nzouni School.
	KT1 43	229	Ngaie School.
	KT1 44	229	Kandwia School.
	KT1 45	238	Kalisasi School.
BUSIA NORTH	BSA 1	787	Kakemere School.
	BSA 2	786, 788	Chelelemuk School.
	BSA 3	789	Amagoro School.
	BSA 4	877	Changara Market.
	BSA 5	791	Igara School.
	BSA 6	792	Kotur School.
	BSA 7	793	Apokor Youth Centre.
	BSA 8	794	Machakus School.
	BSA 9	795	Asinge School.
	BSA 10	796	Angoromo School.
	BSA 11	797	Chakol Boys Primary School.
	BSA 12	792	Kwangamur Market.
	BSA 13	790	Kamuriai School.
	BSA 14	785	Aboloi School.

Dated this 5th day of May 1970.

N. J. MONTGOMERY,
Supervisor of Elections.

GAZETTE NOTICE No. 1334

(QUAR/O/X/179)

THE ANIMAL DISEASES ACT
(Cap. 364)

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

- (a) the areas specified in Schedule I, Schedule II, Schedule III and Schedule IV to be "infected areas" in respect of the diseases indicated at the head of such Schedules;
- (b) the notices specified in the first column of Schedule V to be amended in the manner specified in the second column of such Schedules.

Kabete,
15th April 1970.

I. E. MURIITHI,
Director of Veterinary Services.

SCHEDULE I—FOOT-AND-MOUTH DISEASE

- Kirimukuyu Location; The District Commissioner, Nyeri; Nyeri District.
- Matapatu and II Dalalekutuk Sections, as delineated by Boundary Plan No. 534; The District Commissioner, P.O. Box 1, Kajiado; Kajiado District.
- Galana Game and Ranching Company; The Manager, P.O. Box 76, Malindi; Kilifi District.
- Mbitini Location; The District Commissioner, P.O. Box 1, Machakos; Machakos District.
- L.R. Nos. 7226, 1731/1, 1731/2, 7713, 5933/1, 5933/2, 1742, 363, 1734, 1741, 5936, 7714, 9918 and 7225/2; The Manager, Konza Ranching Co-operative, Machakos; Machakos District.
- L.R. No. 4937; The Manager, Katumani Research Station, Machakos; Machakos District.
- Kinango Location; The District Commissioner, P.O. Box 16000, Kwale; Kwale District.

SCHEDULE II—EAST COAST FEVER

- L.R. No. 7299; The Manager, Maraba Farm, P.O. Box 16, Songhor, Kericho; Kericho District.
- L.R. No. 3671; Rumuruti Township; The District Commissioner, Rumuruti; Laikipia District.
- L.R. 9829; Messrs. Tegessi Ltd., P.O. Box 133, Nanyuki; Laikipia District.
- L.R. No. 7572/3; The Manager, Kapkwen Farm, P.O. Box 74, Lumbwa; Kericho District.
- L.R. No. 7063; The Manager, Tunnel Company Ltd., P.O. Fort Ternan, Lumbwa; Kericho District.

SCHEDULE III—NEWCASTLE

- Maralal Township; The District Commissioner, P.O. Maralal; Samburu District.
- Busia District; The District Commissioner, P.O. Box 14, Busia; Busia District.
- Bungoma District; The District Commissioner, Bungoma; Bungoma District.

SCHEDULE IV—CONTAGIOUS BOVINE PLEURO-PNEUMONIA

- Galana Game and Ranching Company; The Manager, P.O. Box 76, Malindi; Kilifi District.

SCHEDULE V

<i>First Column</i>	<i>Second Column</i>
Proclamation No. 41 dated the 9th day of April 1941.	By deleting (Rinderpest) from Proclamation No. 41 thereto the following:— "L.R. No. 1699/2; The District Commissioner, P.O. Box 1921, Kisumu; Kisumu District."
Proclamation No. 73 dated the 17th day of September 1941.	By deleting (Rinderpest) from Proclamation No. 73 thereto the following:— "L.R. No. 162/1; Mrs. Kell, P.O. Thika; Kiambu District."
Gazette Notice No. 1408 dated the 10th day of April 1965.	By deleting from Schedule II (East Coast Fever) thereto the following:— "Othaya Division (Ugaciku Sub-location); The District Officer, P.O. Box 32, Nyeri; Nyeri District."

SCHEDULE V—(Contd.)

<i>First Column</i>	<i>Second Column</i>
Gazette Notice No. 2198 dated the 8th day of June 1966.	By deleting from Schedule III (Sheep Scab) thereto the following:— "Simbaba Settlement Scheme; The Settlement Officer, P.O. Box 129, Thomson's Falls; Nyandarua District."
Gazette Notice No. 3306 dated the 18th day of August 1966.	By deleting from Schedule II (East Coast Fever) thereto the following:— "L.O. 4783/2-6, 952/1-3, 6, 8391/2-3, 950, 9527, 10973, 5498/3-4, 4779; The Officer-in-Charge, Kipsonoi Settlement Scheme, West and East, P.O. Sotik; Kericho District."
Gazette Notice No. 3428 dated the 31st day of August 1966.	By deleting from Schedule II (East Coast Fever) thereto the following:— "L.O. 7387/12, 13, 15, 16, 20, 21, 22; J. P. Powell, P.O. Box 39, Kiganjo; Nyeri District."
Gazette Notice No. 2942 dated the 26th day of July 1965.	By deleting from Schedule II (East Coast Fever) thereto the following:— "Kenya Location; The District Commissioner, P.O. Box 32, Nyeri; Nyeri District."
Gazette Notice No. 3625 dated the 30th day of September 1967.	By deleting from Schedule I (Foot-and-Mouth Disease) thereto the following:— "The whole area of Nairagie Enkare Section; The District Commissioner, P.O. Box 4, Narok; Narok District."
Gazette Notice No. 4015 dated the 31st day of October 1967.	By deleting from Schedule II (East Coast Fever) thereto the following:— "L.R. 8470/15; I. M. Mathenge c/o Provincial Headquarters, Mombasa; Nyeri District."
Gazette Notice No. 1228 dated the 31st day of March 1968.	By deleting from Schedule II (East Coast Fever) thereto the following:— "L.R. Nos. 3265, 3266 and 3281; Messrs. Muruku Farmers Limited, P.O. Box 211, Thomson's Falls; Laikipia District."
Gazette Notice No. 2831 dated the 15th day of August 1968.	By deleting from Schedule III (Newcastle Disease) thereto the following:— "L.R. No. 1108; The Township Superintendent, Nyeri; Nyeri District."
Gazette Notice No. 1367 dated the 15th day of April 1969.	By deleting from Schedule I (Foot-and-Mouth Disease) thereto the following:— "Mumias Division; The District Commissioner, P.O. Box 43, Kakamega; Kakamega District."
Gazette Notice No. 2154 dated the 30th day of June 1969.	By deleting from Schedule I (Foot-and-Mouth Disease) thereto the following:— "Location 6; The District Commissioner, P.O. Box 19, Kericho; Kericho District."
Gazette Notice No. 2154 dated the 30th day of June 1969.	By deleting from Schedule I (Foot-and-Mouth Disease) thereto the following:— "Cheplelwa, Gelegele, Koiyet, Manaret, Kipsonoi and East Sotik Settlement Schemes, L.R. Nos. 3677 and 10099 (part), Kaitet Ranch, L.R. No. 950, Kabkures Ranch, L.R. Nos. 8391/2 (part), 8391/3, 952/6 and 951/3, Kitulwa Ranch; The Settlement Officer, P.O. Box 114, Sotik; Kericho District."
Gazette Notice No. 2567 dated the 15th day of August 1969.	By deleting from Schedule I (Foot-and-Mouth Disease) thereto the following:— "Kibwezi Station; The District Commissioner, P.O. Box 1, Machakos; Machakos District."
Gazette Notice No. 317 dated the 30th day of November 1969.	By deleting from Schedule III (Newcastle) thereto the following:— "Kisii Township; The District Commissioner, P.O. Box 590, Kisii." "Nyaribari Location; The District Commissioner, P.O. Box 590, Kisii."

GAZETTE NOTICE NO. 1335

THE GOVERNMENT LANDS ACT

(Cap. 280)

NAIVASHA TOWNSHIP—PLOTS FOR SHOPS AND/OR OFFICES COMBINED WITH RESIDENCE (EXCLUDING THE SALE OF PETROL)

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

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

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

4. Applications must be sent so as to reach the Clerk of the Central Rift County Council not later than noon on the 5th June 1970.

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

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

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

General Conditions

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

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

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

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

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

Special Conditions

1. No buildings shall be erected on the land nor shall additions or external alterations be made to any buildings otherwise than in conformity with plans and specifications previously approved in writing by the Commissioner of Lands and the local authority. The Commissioner 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 grantee shall within six months of the commencement of the term submit in triplicate to the local authority and the Commissioner of Lands plans (including block plans showing the positions of the buildings and a system of drainage for the disposal of sewage, surface and sullage water), drawings, elevations and specifications of the buildings the grantee proposes to erect on the land and shall within 24 months of the commencement of the term complete the erection of such buildings and construction of the drainage system in conformity with such plans, drawings, elevations and specifications as amended (if such be the case) by the Commissioner:

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

to any right of action or remedy of the President or the Commissioner in respect of any antecedent breach of any condition herein contained.

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

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

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

5. The land and buildings shall only be used for shops (excluding a petrol station) and/or office combined with residence.

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

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

8. The grantee shall not subdivide the land.

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

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

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

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

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

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

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

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

SCHEDULE

L.R. No.	Area (Approx.) Hectares	Stand Premium Sh.	Annual Rent Sh.	Road Charges (Initial Contrib- ution) Payable on demand	Survey Fees Sh.
1144/127	0.0162	520	104	"	199
1144/128	0.0186	600	120	"	199
1144/129	0.0186	600	120	"	199
1144/130	0.0186	600	120	"	199
1144/131	0.0186	600	120	"	199

GAZETTE NOTICE No. 1336

THE GOVERNMENT LANDS ACT

(Cap. 280)

NAIROBI—LIGHT INDUSTRIAL PLOT L.R. No. 209/4624—
LIVERPOOL ROAD

THE Commissioner of Lands invites applications for a plot of land on Newark Road, Nairobi, for light industrial purposes as described in the Schedule hereto. A plan of the plot may be seen in the Lands Department, or may be obtained on payment of Sh. 4 from the Public Map Office, P.O. Box 30089, Nairobi.

2. Applications must be sent to the Commissioner of Lands not later than noon on Friday, 8th June 1970.

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

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

4. Each application should be accompanied by a statement indicating—

- (a) the amount of capital it is proposed to spend on the project;
- (b) the amount of actual capital available for development with a banker's letter, or other evidence of financial status in support;
- (c) the manner in which it is proposed to raise the balance of the capital required for development, if any;
- (d) full details of the proposed trade(s) should be submitted;
- (e) whether the applicant runs an established business or whether it is proposed to start a new business or sell/sublet the premises.

5. The successful allottee of the plot shall pay to the Commissioner of Lands within 14 days of notification that his application has been successful the stand premium and proportion of the annual rental together with survey, conveyancing, stamp duty and registration fees, contribution in lieu of rates and provisional service charges. In default of payment within the specified time the Commissioner of Lands may cancel the allotment and the applicant shall have no claim to the plot.

General Conditions

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

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

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

Special Conditions

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

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

Provided that notwithstanding anything to the contrary contained in or implied by the Government Lands Act (Cap. 280), if default shall be made in the performance or observance of

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

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

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

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

5. The land and buildings shall only be used for inoffensive light industrial purposes and accommodation not exceeding 100 square feet may be provided for a caretaker or night watchman.

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

7. The grantee shall not subdivide the land.

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

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

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

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

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

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

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

SCHEDULE

L.R. No.—209/4624.

Area.—0.0854 hectares.

Stand premium.—Sh. 6,000.

Annual rent.—Sh. 1,200.

Road charges.—Sh. 10,097.

Survey fees.—Sh. 199.

GAZETTE NOTICE NO. 1337

THE GOVERNMENT LANDS ACT

(Cap. 280)

SHIMONI TOWNSHIP—RESIDENTIAL PLOTS

THE Commissioner of Lands invites applications for the plots described in the Schedule herebelow, which are available for direct alienation, from Kenya citizens only.

2. The plan of the plots may be inspected at the Public Map Office, situated in the Lands Department Building, City Square, Nairobi, or purchased therefrom at Sh. 3 per copy, post free.

3. Applications should be submitted to the Commissioner of Lands through the District Commissioner, P.O. Box 16000, Kwale, stating the plot required, but not direct to the Commissioner.

4. Applications must be submitted so as to reach the said District Commissioner, not later than noon on 2nd June 1970.

5. Applicants must enclose a cheque for Sh. 1,000 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 accept formally an offer of a plot made to him within the stipulated time, and the applicant who fails to take such offer within the prescribed time, shall have no further claim thereto.

General Conditions

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

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

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

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

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

Special Conditions

1. The grantee shall erect complete for occupation within 24 months of the commencement of the term buildings of approved design on proper foundations constructed of stone, burnt-brick or concrete with roofing of tiles or other permanent materials approved by the Commissioner of Lands and shall maintain the same (including the external paintwork) in good and substantial tenantable repair and condition:

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

Provided further that if such notice as aforesaid shall be given (1) within 12 months of the commencement of the term the Commissioner of Lands shall refund to the grantee 50 per centum of the stand premium paid in respect of the land, or (2) at any subsequent time prior to the expiration of the said

building period the Commissioner of Lands shall refund to the grantee 25 per centum of the said stand premium. In the event of notice being given after the expiration of the said building period no refund shall be made.

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

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

4. The buildings shall not cover more than 50 per centum of the area of the land or such lesser area as may be laid down by the local authority in its by-laws.

5. The grantee shall not subdivide the land.

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

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

8. 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.

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

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

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

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

SCHEDULE

Plot No.	Area (Hectares)	Stand Premium	Annual Rent	Road Charges	Survey Fees
		Sh.	Sh.		
6	0.6633	2,000.00	400.00	On demand	On demand
7	0.6633	2,000.00	400.00	On demand	On demand
8	0.6633	2,000.00	400.00	On demand	On demand
9	0.6633	2,000.00	400.00	On demand	On demand
10	0.6633	2,000.00	400.00	On demand	On demand

GAZETTE NOTICE No. 1285

THE GOVERNMENT LANDS ACT
(Cap. 280)

NAIROBI—PETROL SERVICE STATION PLOT
Jogoo Road—L.R. No. 209/6429

THE Commissioner of Lands gives notice that applications are invited in terms of proposals for development of the above-mentioned plot for purposes of a petrol service station.

2. A plan of the site may be seen at the Public Map Office situated in the Lands Department Building, City Square, Nairobi, and at the Lands Department, Nairobi, or copies may be obtained from the Public Map Office, P.O. Box 30089, Nairobi, on payment of Sh. 4 per copy, post free.

Conditions of Sale

Applications should be submitted to the Commissioner of Lands, P.O. Box 30089, Nairobi, in sealed envelopes marked "Application for Jogoo Road Petrol Service Station Plot" before noon on 23rd May 1970. Any correspondence other than the tender itself should not be marked in this way as applications will not be opened until the closing date.

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

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

3. Each tender 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 readily available for development with a banker's letter, or other evidence of financial status, in support;
- (c) the manner in which it is proposed to raise the balance of capital required for development;
- (d) a site layout plan showing the siting of the proposed buildings in relation to the boundaries of the plot, should also be submitted.

4. The successful applicant will be required to pay to the Commissioner of Lands within 14 days of notification that his application has been successful the stand premium and proportion of the annual rental together with survey, conveyancing, stamp duty and registration fees, contribution in lieu of rates and provisional charges in respect of roads, road drains, sewers. In default of payment within the specified time the Commissioner of Lands may cancel the allotment and the applicant shall have no claim to the plot.

General Conditions

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

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

3. The term of the grant will be for 99 years from the 1st day of the month following the issue of the letter of allotment.

Special Conditions

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

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

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

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

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

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

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

5. The land and buildings shall only be used for purposes of petrol service station.

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

7. The buildings shall not cover a greater area of the land than may be prescribed by the local authority.

8. The grantee shall not subdivide the land.

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

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

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

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

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

14. The President or such person or authority as may be appointed for the purpose shall have the right to enter upon the land and lay and have access to water mains, service pipes and drains, telephone or telegraph wires and electric mains of all descriptions, whether overhead or underground and the grantee shall not erect any buildings in such a way as to cover or interfere with any existing alignments of mains 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 of Sh. 14,800 payable hereunder after the expiration of the 33rd and 66th year of the term hereby granted. Such rental will be at the rate of 5 per cent of the unimproved freehold value of the land as assessed by the Commissioner of Lands.

Dated at Nairobi this 24th day of April 1970.

SCHEDULE

Area.—0.2254 hectares (approximately).

Stand premium.—Sh. 74,000.

Annual rent.—Sh. 14,800.

Provisional road charges.—Sh. 32,729/20.

GAZETTE NOTICE NO. 1286

THE GOVERNMENT LANDS ACT
(Cap. 280)

NAIROBI—DAGORETTI AREA—PLOTS FOR CHARCOAL DEPOTS

THE Commissioner of Lands gives notice that applications are invited in terms of proposals for development of plots of land in Ruthimitu Shopping Centre, Dagoretti Area, for purposes of charcoal depots.

2. A plan of the site may be seen at the Public Map Office situated in the Lands Department Building, City Square, Nairobi, and at the Lands Department, Nairobi, or copies may be obtained from the Public Map Office, P.O. Box 30089, Nairobi, on payment of Sh. 4 per copy, post free.

Conditions of Sale

Applications should be submitted to the Commissioner of Lands, P.O. Box 30089, Nairobi, in sealed envelopes marked "Application for Ruthimitu Charcoal Depot" before noon on 23rd May 1970. Any correspondence other than the tender itself should not be marked in this way as applications will not be opened until the closing date.

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

- (a) If the applicant is offered and takes up and pays for the plot within the period of 14 days as required by Condition No. 4 below, the deposit will be credited to him.
- (b) If the application is unsuccessful the applicant's deposit will be returned to him.
- (c) If the application is successful and the applicant fails to take up and pay for the plot offered to him within the period of 14 days as required by Condition No. 4 below, the Commissioner of Lands may declare the deposit forfeited and the applicant shall have no further claim thereto.
3. Each tender 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 readily available for development with a banker's letter, or other evidence of financial status, in support;
 - (c) the manner in which it is proposed to raise the balance of capital required for development;
 - (d) the full details of the proposed trade(s) should be submitted;
 - (e) whether the applicant runs an established business or whether it is proposed to start a new business or sell/sublet the premises.

4. The successful allottee of the plot shall pay to the Commissioner of Lands within 14 days of notification that his application has been successful the stand premium and proportion of the annual rental together with survey, conveyancing, stamp duty and registration fees, contribution in lieu of rates and provisional charges in respect of roads, road drains, sewers. In default of payment within the specified time the Commissioner of Lands may cancel the allotment and the applicant shall have no claim to the plot.

5. The development shall be in accordance with a type plan which can be obtained at the Nairobi City Council offices.

General Conditions

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

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

3. The term of the grant will be for 99 years from the 1st day of the month following the issue of the letter of allotment.

Special Conditions

1. The grantee shall erect complete for use within 12 months of the commencement of the term to the satisfaction of the Commissioner of Lands and the local authority—

- (a) buildings of approved design on proper foundations constructed of stone, burnt-brick or concrete with roofing of tiles or other permanent materials approved by the Commissioner of Lands and the local authority;
- (b) a seven feet high wall of dressed stone on the boundaries of and enclosing the land with solid double gates for access and egress; and
- (c) a changing room with washing facilities and water-borne sanitation for the use of the grantee's employees and shall maintain the same in good and substantial repair and condition to the satisfaction of the Commissioner of Lands and the local authority.

2. No buildings shall be erected until plans (including block plans showing the positions of the buildings and a system of drainage for disposing of sewage, surface and sullage water on

the land), drawings, elevations and specifications thereof shall have been approved in writing by the local authority and the Commissioner of Lands. Such plans, drawings, elevations and specifications shall be submitted in triplicate to the local authority within three months of the commencement of the term:

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

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

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

Provided further that if such notice as aforesaid shall be given (1) within 6 months of the commencement of the term the Commissioner of Lands shall refund to the grantee 50 per centum of the stand premium paid in respect of the land, or (2) at any subsequent time prior to the expiration of the said building period the Commissioner of Lands shall refund to the grantee 25 per centum of the said stand premium. In the event of notice being given after the expiration of the said building period no refund shall be made.

5. The land and buildings shall only be used for purposes of charcoal depot.

6. No persons shall reside on the land except one caretaker for whom accommodation not exceeding 120 square feet may be provided: such accommodation if constructed shall conform to the requirements of Special Conditions Nos. 1 and 2 hereof.

7. Charcoal bags shall be stacked on the land in such places and in such manner as the local authority shall from time to time direct and to its satisfaction.

8. Name boards and the lettering thereon shall be of such type size and colour as may be approved by the local authority.

9. The grantee shall not subdivide the land.

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

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

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 the cost 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, charged or assessed by any Government or local authority upon the land or the buildings erected thereon, including any contribution or other sum paid by the President in lieu thereof.

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

16. The Commissioner of Lands reserves the right to revise the annual ground rental of Sh. 150 payable hereunder after the expiration of the 33rd and 66th year of the term hereby granted. Such rental will be at the rate of 5 per cent of the unimproved freehold value of the land as assessed by the Commissioner of Lands.

Dated at Nairobi this 24th day of April 1970.

SCHEDULE

Plot No.	Area	Stand Premium	Annual Rent
393	0.023 ha	Sh. 750	Sh. 150
394	0.023 ha	750	150

GAZETTE NOTICE No. 1287

THE GOVERNMENT LANDS ACT

(Cap. 280)

NAIROBI—DAGORETTI AREA—BUSINESS-CUM-RESIDENTIAL PLOTS

THE Commissioner of Lands gives notice that applications are invited in terms of proposals for development of plots in Ruthimitu Shopping Centre, Dagoretti Area, for business-cum-residential purposes.

2. A plan showing the plots may be seen at the Public Map Office situated in Lands Department Building, City Square, Nairobi, and at the Lands Department, Nairobi, or copies may be obtained from the Public Map Office, P.O. Box 30089, Nairobi, on payment of Sh. 4 per copy, post free.

Conditions of Sale

Applications should be submitted to the Commissioner of Lands, P.O. Box 30089, Nairobi, in sealed envelopes marked "Application for Ruthimitu Business Plots" before noon on 23rd May 1970. Any correspondence other than the tender itself should not be marked in this way as applications will not be opened until the closing date.

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

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

3. Each tender should be accompanied by a statement indicating—

- the amount of capital it is proposed to spend on the project;
- the amount of actual capital readily available for development with a banker's letter, or other evidence of financial status, in support;
- the manner in which it is proposed to raise the balance of capital required for development;
- full details of the proposed trade(s) should be submitted;
- whether the applicant runs an established business or whether it is proposed to start a new business or sell/sublet the premises.

4. The successful allottee of the plot shall pay to the Commissioner of Lands within 14 days of notification that his application has been successful the stand premium and proportion of the annual rental together with survey, conveyancing, stamp duty and registration fees, contribution in lieu of rates and provisional charges in respect of roads, road drains, sewers. In default of payment within the specified time the Commissioner of Lands may cancel the allotment and the applicant shall have no claim to the plot.

5. The development shall be in accordance with a type plan which can be obtained at the Nairobi City Council offices.

General Conditions

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

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

3. The term of the grant will be for 99 years from the 1st day of the month following the issue of the letter of allotment.

Special Conditions

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

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

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

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

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

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

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

5. The land and buildings shall only be used for shops (excluding a petrol station) and one flat.

6. The buildings shall conform to a type plan laid down by the Nairobi City Council.

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

8. The grantee shall not subdivide the land.

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

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

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

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

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

14. The President or such person or authority as may be appointed for the purpose shall have the right to enter upon the land and lay and have access to water mains, service pipes and drains, telephone or telegraph wires and electric mains of all descriptions, whether overhead or underground and the grantee shall not erect any buildings in such a way as to cover or interfere with any existing alignments of mains 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 of Sh. 200 payable hereunder after the expiration of the 33rd and 66th year of the term hereby granted. Such rental will be at the rate of 5 per cent of the unimproved freehold value of the land as assessed by the Commissioner of Lands.

Dated at Nairobi this 24th day of April 1970.

SCHEDULE

Plot No.	Area	Stand Premium	Annual Rent
		Sh.	Sh.
396	0.023 ha	1,000	200
397	0.023 ha	1,000	200
398	0.023 ha	1,000	200
399	0.023 ha	1,000	200
400	0.023 ha	1,000	200
401	0.023 ha	1,000	200
402	0.023 ha	1,000	200
403	0.023 ha	1,000	200

GAZETTE NOTICE No. 1225

THE TRUST LAND ACT

(Cap. 288)

KISII—SITE FOR CINEMA

THE Commissioner of Lands on behalf of County Council of Gusii gives notice that a plot in Kisii Township as described in the Schedule hereto, is available for alienation and applications are invited for the direct grant of the plot.

2. A plan of the plot may be seen at the Public Map Office situated in the Lands Department Building, City Square, Nairobi, or at the Office of the Clerk to Gusii County Council, or may be obtained from the Public Map Office, P.O. Box 30089, Nairobi, on payment of Sh. 4 per copy, post free.

3. Applications should be submitted to the Clerk to Gusii County Council, Kisii. Applications must be sent so as to reach the Clerk to Council, Kisii, not later than noon on Monday, 25th May 1970.

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

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

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

General Conditions

1. The ordinary conditions applicable to township and trading centre grants of this nature shall apply except as varied hereby.
2. The grant will be made under the Trust Land Act (Cap. 288) and title will be issued under the Registration of Titles Act. The term of the grant will be for 33 years from the first day of the month following the notification of the approval of the grant.
3. The grant will be issued in the name of the applicant as stated in the letter of application.

Special Conditions

1. The grantee shall erect for occupation within 24 months of the commencement of the term buildings of approved design on proper foundation constructed of stone, burnt-brick or concrete with roofing of tiles or other permanent material approved by the County Council and shall maintain the same (including the external paintwork) in good and substantial repair and condition to the satisfaction of the County Council.
2. The erection of buildings shall not be commenced until plans (including block plans showing the position of the buildings and a system of drainage for disposal of sewage, surface and sullage water), drawings, elevations and specifications thereof have been approved in writing by the County Council. Such drawings, elevations and specifications shall be submitted in triplicate to the County Council.
3. No additions shall be made to the buildings without the prior consent in writing of the County Council.
4. The land and buildings shall only be used for cinema, bar, eating house and stores and the grantee shall throughout the term and to the satisfaction of the local authority make substantial use of the land and buildings for such purpose.
5. The land shall not be used in any manner which the County Council considers to be dangerous or offensive to the public in the neighbourhood.

6. The land shall not be subdivided.

7. The grantee shall not alienate the land or part thereof by sale, charge, transfer of possession, sublease, bequest or otherwise, howsoever without the previous consent in writing of the County Council of Gusii and no application for such consent (except in respect of a loan required for building purposes) will be considered until Special Condition No. 1 has been performed.

8. The grantee shall pay all sums that may from time to time be demanded by the County Council of Gusii in respect of the cost of constructing, maintaining, repairing, improving and renewing all roads, drains and sewers serving or adjoining the land.

9. The grantee shall be responsible for the payment of all taxes, charges or duties of whatever description that may be levied, imposed or charged by the County Council or Government upon land or buildings.

10. The grantee shall on receipt of notice in writing in that behalf from the County Council forthwith adequately fence or hedge the land and shall thereafter maintain such fence or that hedge to the satisfaction of the County Council.

11. 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 lay and have access to water mains, service pipes and drains, telephone and telegraph wires and electric mains of all descriptions either overhead or underground.

Dated at Nairobi this 24th day of April 1970.

SCHEDULE

Plot No.—11 Unsurveyed.

Area.—0.1012 hectares (approximately).

Stand premium.—Sh. 6,000.

Annual rent.—Sh. 1,200.

Road charges.—On demand.

Survey fees.—On demand.

GAZETTE NOTICE No. 1338

THE TRUST LAND ACT

(Cap. 288)

SETTING APART OF LAND

NOTICE is hereby given that the land described in the Schedule hereto has been duly set apart in accordance with the provisions of Part IV of the Trust Land Act, for the purposes specified in the said Schedule.

SCHEDULE

Place.—Ferguson's Gulf, Lake Rudolf, Turkana District.

Purpose.—Tourist fishing lodge.

Area.—6.159 hectares (approximately).

Description of land:—

This land is situated approximately 14.3252 kilometres, and to the north-west of Central Island, on a bearing of 117 degrees. The boundaries are demarcated on the ground and are described as follows:—

Starting from a point F1 which is an angle iron in concrete; thence for 239.54 metres on a bearing of 122° 30' 30" to point F2; thence for 81.07 metres on a bearing of 229° 43' 50" to point F3; thence for 197.85 metres on a bearing of 262° 13' 30" to point F4; thence for 148.16 metres on a bearing of 329° 28' 20" to point F5; thence for 153.74 metres on a bearing of 58° 31' 20" back to the starting point F1.

All bearings given above are true.

A plan of the area may be inspected at the Office of the District Commissioner, Lodwar, Turkana.

Gazette Notice No. 2284 of 21st July 1969, is hereby cancelled.

Dated this 30th day of April 1970.

J. A. O'LOUGHLIN,
Commissioner of Lands.

GAZETTE NOTICE No. 1339

THE INDUSTRIAL COURT

CAUSE NO. 37 OF 1969

Parties:—

Kenya Plantation and Agricultural Workers' Union
and

Kenya Coffee Growers' Association

Issues in dispute:—

1. Wages.
2. Leave.
3. Medical treatment and sick pay.
4. Severance pay.
5. Redundancy.
6. Housing.
7. Uniforms.
8. Termination of service.
9. Task.
10. Effective date.
11. Duration.

1. The Kenya Plantation and Agricultural Workers' Union shall hereinafter be referred to as the Claimants and the Kenya Coffee Growers' Association shall hereinafter be referred to as the Respondents.

2. The parties were heard in Nairobi on the 11th, 12th, 13th and 26th day of February 1970 and relied on their written and verbal submissions.

AWARD

3. The parties had appeared before the Industrial Court in Cause No. 24/65 on 16 issues and the Court made an award effective from 1st December 1965 for a period of two years.

During March 1967 the adverse financial position of many coffee estates of the Respondents' members was such that there was a very real danger of mass redundancy and unemployment. This resulted in a meeting between the parties and the provisions of an agreement called "short term lay-off agreement" were agreed. The purpose of this was to enable labour to be laid off for short periods and thus prevent their being unemployed. The Claimants made it very clear that they would not raise any objection to this agreement being implemented.

Deterioration of the financial position of the coffee estates represented by the Respondents continued and the services of a number of their employees were terminated.

The Court award in the aforesaid Cause No. 24/65 ended on 30th November 1967 and the Respondents informed the Claimants in detail of their adverse position and the causes and reasons which had brought about the sorry state of affairs. A meeting was held between the parties on 25th March 1968 after which the Claimants did not press their demands for revision of terms and conditions of service for the Respondents' employees until January 1969. So in fact the Claimants conceded 13 months wages standstill to the Respondents in view of their difficulties.

On 24th January 1969 the Respondents received a draft agreement from the Claimants embodying revised wage rates and conditions of employment. Several letters were thereafter exchanged between the parties and at one stage the Claimants threatened strike action. However, negotiations between the parties commenced on 9th April 1969 and six meetings were held. During these meetings the Respondents' stand was that they could not afford to make any offer in connexion with terms and conditions of service for the Claimants' members which would increase the Respondents' cost of production. The Claimants declined to accept the Respondents' statements regarding their financial position.

At this stage it is pertinent to note that on 28th May 1969 the Respondents wrote to the Minister for Labour regarding the matter of a wage structure for the whole industry to which the Permanent Secretary in the Ministry replied on 19th July 1969 suggesting a joint approach by both parties. Unfortunately the Claimants, for some reasons known to themselves, refused to join the Respondents in this course of action despite the fact that the Respondents gave an assurance to the Claimants in the following words—

"We reiterate that any agreement which may be reached regarding joint proposals to be put to the Minister for Labour would in no way bar you from pursuing your present demands on this Association in connexion with terms and conditions of service for employees of members of this Association."

On 28th May the Claimants reported the existence of a trade dispute to the Ministry of Labour which was accepted on 7th July 1969 and a conciliator was appointed. The first conciliator was replaced by another on 29th July and a conciliation meeting was held on 12th August 1969 and the result was a deadlock. On 5th September 1969 the parties signed the notification of dispute form to the Industrial Court on the aforesaid issues all of which with the exception of the item on redundancy, had been before the Industrial Court in Cause No. 24/65.

During the hearing the parties produced lengthy submissions and argued the case in great detail supported by a mass of documentary evidence. The arguments put forward by both sides were substantially the same which were put forward in 1963 when the parties had appeared before an arbitration tribunal and again in December 1965 when the parties had appeared before the Industrial Court. The parties had of course added the latest information on the state of the coffee industry to these submissions and had brought up to date most of their earlier documentary evidence.

The Claimants' main submissions in brief were that they were a responsible union and were aware that any unrealistic demands made by them would hurt no one but their own members whose country it was unlike their employers, who could, if things got bad, close down their business and if necessary leave the country. Keeping this in mind they had suffered a voluntary wage standstill for one year since the expiry of the Court award in 1967. They pointed out that the coffee price had increased considerably over the last year and felt that as they had shared with the Respondents their bad days they should also share now in the days of prosperity. They claimed that the price of coffee per ton just now was between £380 per ton to £420 per ton. The fact that Brazil's coffee crop had suffered catastrophic results due to frost had created conditions very favourable for Kenya coffee. It was expected that it would take Brazil, the largest coffee producing country in the world, anything from five to eight years to recover from this setback during which time Kenya coffee due to its high quality would not only be able to make in-roads into the traditional Brazil markets but would be able to secure them permanently. They reminded the Court that the Government with all its facilities was fully aware of the conditions in the coffee industry and the fact that the Government had imposed various taxes on the coffee industries, one could reasonably assume that coffee industry was doing pretty well in the country. The Government had refused to grant any relief to coffee growers despite very strong and persistent representations which had been made by the Respondents for taxation relief.

The Claimants severely criticized the Respondents for having reduced their labour force by about 40 per cent since December 1965 the last Industrial Court award. They accused the Respondents for having negated the Court award completely and alleged that right from the very beginning during joint negotiations between them, the Respondents had always raised a hue and cry whenever they were approached for a wage rise and improvement in the terms and conditions of service for their workers. The Claimants took strong exception to the Respondents having made representations unilaterally to the Head of State and submitted that this was tantamount to an indirect threat to the Industrial Court in the present proceedings.

The Claimants rejected the statistics and the figures regarding the coffee industry generally and the cost of production per ton of coffee in Kenya produced by the Respondents on the ground that these were grossly exaggerated and inflated. They alleged that the present financial difficulties of the Respondents' members in many cases had been allowed to come about due to neglect and half-hearted approach by the management to their affairs. They suspected that the coffee growers find it more convenient to remain in business on overdraft and credit facilities. The Claimants maintained that the cost of production per ton of coffee in the country was between £180-£218. They totally rejected the Respondents' contention that it cost £348 to produce one ton of coffee. The Claimants also asked the Court to disregard the Government and I.L.O. publications which had been put in by the Respondents on the ground that the information contained in such documents was fed to them by the Respondents.

The Claimants referred the Court to rates being paid to coffee workers in Uganda and to some extent in Tanzania and maintained that the Uganda wage rates and fringe benefits were much superior to those paid by the Respondents. They added that the Tanzania rates which had been referred to by the Respondents had been revised since 1966 although they could not produce the latest figures.

The Claimants produced a list of coffee estates which they claimed were not members of the Respondents and who paid the same rates and in some cases better than them. They claimed that the Respondents' Executive Officer had helped them to prepare this list. They also accused the Respondents through the Federation of Kenya Employers of having created difficulties in their way, in enrolling new members, through a

demarcation committee of the FKE/COTU in that coffee factory workers were allowed to join another union. They asked the Court to find that they had made serious efforts in fulfilling their undertaking which they had made to the Industrial Court in 1965 in extending the Respondents wage rates and fringe benefits to the non-member coffee estates in the country.

The Claimants requested the Court, if necessary, to carry out its own independent and impartial inquiries into the state of the coffee industry with the help of the relevant Government ministries particularly to find out and determine the actual cost of production per ton of coffee in the country. They made a strong plea that the Court should not rely on the evidence produced by either themselves or the Respondents. They claimed that the Ministry of Economic Planning had established that in 1965 the production cost of coffee per ton in the country was between £180-£280. They failed to understand how the cost of production could have gone up by nearly 40 per cent to £348 per ton as claimed by the Respondents. They added that the current costs of production were as follows:—

cwt.	an acre	£
7	210	
8	200	
9	180	
10	170	
12	150	
15	130	

The Claimants asked the Court not to sympathize with half-hearted and inefficient farmers.

Finally the Claimants made a very strong plea that the Court should not be unduly influenced by the financial picture which the Respondents had painted of their members through various documents like balance sheets, etc., which they had put in on the ground that it was quite normal for a debt of Sh. 100,000 to be wiped out in one year by a coffee grower. In any case the fact that a coffee grower had to pay debts was no reason why he should not improve the conditions of employment of his workers even if it were to mean that instead of paying off the debt in two or three years it would now take five years. They reiterated that the industry had recovered extremely well since last year and all that they were asking for was to get a fair share of this recovery which had only been possible to a large extent as a result of their efforts and co-operation.

The Respondents on the other hand vigorously submitted that the Court should return a nil award on all the issues because their members were at present in a very desperate state and in fact operated on a survival basis.

The Respondents stated that the adverse conditions affecting the coffee industry in recent years included the following:—

1. Increased cost of labour.
2. Severe drought.
3. Unseasonal rains.
4. Serious infestation by Coffee Berry disease.
5. The very high cost of C.B.D. control, which was not in the main effective.
6. The generally low yields resulting from the above factors.
7. The much lower price per ton obtained at auction for coffee since the Industrial Court Award, Cause No. 24 of 1965.
8. The compulsory financial deductions made before any payments are made to the producer, to cover the following charges—

	£ per ton
(a) coffee export tax	10
(b) county council cess	9
(c) coffee diversification fund	2.10
(d) marketing and coffee board expenses	10
(e) milling charges and commission	7 "

The Respondents illustrated the financial implication of a coffee grower on the assumption of an average yield of 7.5 cwt. to the acre as follows:—

	£ per ton
"Cost of production (assuming good husbandry)	348
Average price of Auction	287
Less compulsory deductions	38
Paid to grower	249 "

The difference between the cost of production and the payment received by the grower was a loss of £99 per ton.

The Respondents further submitted as follows:—

(a) In view of the Claimants' failure to honour their undertakings given both to the arbitration tribunal and to the Court in Cause No. 24/65 to extend the Respondents' wage rates and terms and conditions of service to as many other coffee employers as they could—in fact the Claimants had not

extended the award to any single or any group of employers whatsoever—the Respondents submitted that the Claimants' representations to the Court were inequitable and that the Claimants' conduct in this matter should be the subject of severe criticism. They stated that the list which had been produced by the Claimants of their non-members was completely false.

(b) The Respondents submitted that their members could not afford to meet any increase in wages or any other increase which would increase the cost of production of coffee. The Respondents had placed before the Court all the facts and statistics relevant to this matter and invited the Court to apply any test or examination it may wish to ascertain the truth and accuracy of their evidence in this matter.

(c) The Respondents now represented 19 per cent or approximately one fifth of the total coffee acreage in Kenya. Any further increase in wages or more fringe benefits forced upon their members would be regarded as unjustly punitive. The Respondents maintained that they were repeatedly the target of the Claimants' demands whilst the rest of the industry because it was not organized, could pay its labour almost anything it liked and was left in peace to do so by the Claimants.

(d) Any increase in wages would result in their having to reduce their permanent employees. This would adversely affect the nation's unemployment position and in turn would adversely affect the production and quality of coffee. In the ultimate it would adversely affect the nation's ability to earn foreign currency.

The Respondents stated that the Claimants had repeatedly refused and or neglected to join them to make representations to the Ministry of Labour for having a wage structure for the whole of coffee industry in the country.

Coffee Berry disease and other adverse factors stated hereinabove had brought almost all of their members to the brink of financial ruin most of whom were heavily indebted to the finance houses without whose support they would have gone into bankruptcy by now. The Respondents produced to Court in confidence various schedules showing the extent of indebtedness of their members to the finance houses who had been given the first charge from all their earnings from coffee in order to liquidate their debts. The Respondents made a very strong plea of inability to pay and asked the Court to give them a reasonable period within which to recover from the set-backs from which they had suffered in the last 4-5 years. They pointed out that the Government had sympathized with their plight and they were hopefully waiting for the Government to announce some relief measures in the near future.

The Respondents relied largely on a folder of statistics showing in great detail average expenditure of a well run coffee estate over the last ten years. This was put in by the Respondents as an appendix to their written submission and in it the cost of production per ton of coffee was £348. The Respondents submitted that this figure was irrefutable.

They agreed that the price of coffee in the world market was high just now but maintained that this was a temporary rise and there was no guarantee that it would remain at a high figure for several years as the price in the world market always fluctuated.

They reminded the Court that Kenya coffee would fetch a high price only if proper standards of husbandry were maintained in the coffee estates. In any case the present rise in coffee price was due to the ravages of frost in Brazil. It was imperative that Kenya should maintain its position in the world as a top quality coffee grower which required the employment of greater ratio of workers per acre.

The Respondents rejected the argument that the conditions in the coffee estates in Uganda as far as workers were concerned, were better than those in Kenya on the ground that the figures quoted by the Claimants affected only a very small section of the coffee industry in Uganda and in any case the main business of the Uganda company which had been quoted was sugar and not coffee. Moreover the growers in Uganda did not have to pay any cess or export tax. They claimed that the fringe benefits which they allowed their workers were far superior than those in Uganda.

The Respondents finally submitted that they were confident, in view of the very strong evidence they had produced during the hearing that the Court would make a nil award on all the demands made by the Claimants.

The Court is fully aware and realizes the most important role the coffee industry plays in the economy of the country. It is acknowledged that coffee is the most important cash crop in Kenya and that over the last few years coffee has contributed about 25 per cent of the total gross farm revenue and about 30 per cent of the value of overseas exports. The coffee industry also provides wage employment for about 100,000 people out of which about 25,200 are employed on a permanent basis by the Respondents' members. In addition to this a further 25,000 to 30,000 seasonal employees are engaged by the Respondents for varying periods during the "flushpicking" or "harvest" seasons, and on so called "pruning contracts".

The wage of coffee workers has risen as follows over the years:—

COLLECTIVE AGREEMENT JANUARY 1961

			Adult Male Workers	Adult Female Workers	Juveniles (under 16)
			Sh.	Sh.	Sh.
Ticket contract	..	..	76 00	61 00	51 00
Monthly contract	..	..	66 00	4/5ths of adult male rate	3rd of adult male rate
Daily rate	..	..	2 53	..	..

ARBITRATION AWARD MARCH 1963

Ticket contract	..	..	80 50	65 00	54 00
Monthly contract	..	..	70 00	56 00	47 00
Daily rate	..	..	2 68	2 17	1 80

INDUSTRIAL COURT AWARD, SINCE DECEMBER 1965

Ticket contract	..	..	100 50	85 00	74 00
Monthly contract	..	..	87 10	73 60	63 95
Daily rate	..	..	3 35	2 83	2 45

In the present dispute the court is confronted with a very strong demand from the Respondents backed by considerable amount of reasonably creditable evidence to return a nil award on all the issues as the Respondents want a period of two to three years within which to stage a financial recovery. The Claimants on the other hand have urged the Court not to deny their members a wage increase and have suggested that the repayment of the loans which have been incurred by the Respondents' members should certainly be repaid but this should be accompanied by a reasonable reward for the workers who in fact earn the money for them through their efforts and hard work.

There are certain very unsatisfactory features of this dispute. These being the Claimants alleged failure to extend the wages and terms and conditions of service of the Respondents employees to the employees of the other coffee growers who are not their members. The Respondents put forward the submission that some 450,000 workers were being paid less than their workers. This is not quite so because the 300,000 growers in co-operatives are mostly self-employed. This leaves a figure of 120,000 seasonal labour and about 100,000 permanent labour out of which about 25,200 are employed by the Respondents' members. The Court has carefully considered the list which was put in by the Claimants of non-members who are alleged to be paying the same rates as the Respondents and has come to the conclusion that although the Claimants have made an effort to discharge their undertaking given to the Arbitration Tribunal and the Industrial Court respectively they have not gone into the matter wholeheartedly. There seems to be no reason for it other than the lack of interest and necessary drive on the part of the officials concerned. The Court must record its displeasure at this.

To make matters worse the Claimants for no apparent reason refused to join the Respondents in making a joint approach to the Government to consider the question of terms and conditions of employment in the whole coffee industry. The Respondents have pursued the possibility of extending their wage structure to all coffee growers in one way or another, possibly through the establishment of a Wages Council and had frequently declared that differentials would be acceptable to them. It would have been very much in the interest of the Claimants themselves to have actively co-operated with the Respondents on this as they are clearly incapable of organizing the bulk of the remaining, about 75,000 permanent workers. The Court has come to the conclusion that the wages and terms and conditions of the Respondents' employees cannot be extended to the non-members by the Claimants alone and therefore directs them that they should take immediate steps to seek the Government's assistance so that the Respondents' wages and terms and conditions of service are extended either in whole or in part to the remaining coffee estates. The Court must severely reprimand the Claimants for their aforesaid attitude and hopes that they will take the steps as advocated by the Court forthwith.

Another equally important fact that has disturbed the Court is the Respondents' admission that since the 1965 Industrial Court award they have allowed a reduction in permanent labour to the order of 40 per cent. They achieved this by the non-replacement of natural wastage.

This is a very serious matter indeed and highlights the fact that the last wage increase coupled with other difficulties which beset the coffee industry resulted in the Court award being negated to a large extent. This clearly confirms that the private sector as such is not primarily interested in creating jobs. The fact that new jobs are created in the private sector is quite incidental—the main motive being the acquisition of profit. In these circumstances it is well nigh impossible to achieve any semblance of social justice. After all for whose benefit and interest are the Government's various ambitious plans directed to if not the *wananchi*?

The Respondents would have been on very strong ground in the present case if they had not allowed this state of affairs to come about. As it is, the Claimants have asked the Court to condemn the Respondents for having caused unemployment. The Respondents are fully aware that the Court has great sympathy and in fact encourages those employers who create additional employment opportunities, yet they admitted that they have reduced employment by about 40 per cent.

In these circumstances it would be difficult for the Court to accept the Respondents' plea that they would like to create more jobs provided the Court imposed a wage restraint on the coffee workers for a period of two to three years.

The Court has taken full cognizance of the various difficulties with which the Respondents are faced with but feels that in reducing the employment by 40 per cent they have gone too far.

Now we come to another extremely important and crucial point in this dispute, that is what is the cost of production of one ton of coffee in Kenya? The Respondents claim it to be £348 and the Claimants say that the Ministry of Economic Planning established in 1965 that the cost was between £180 to £218 per ton. The court has carefully studied the folder of statistics—up-dated to October 1968 (i.e. the end of the last full coffee season)—showing in great detail average expenditure of a well run estate but the question which the Claimants have posed is: do all the Respondents members carry out minutely all the processes as shown in these statistics? The Claimants submitted that very few, if any, do so. They have asked the Court to carry out an independent investigation to determine the actual cost of production of coffee per ton. The Court unfortunately has no such facilities at its disposal at present although in the Development Plan 1970-1974 it is envisaged that a professional secretariat would be attached to the Court to carry out any investigations that may be necessary on its behalf. But this will take time. The Court has therefore to decide the matter on the evidence before it. Admittedly the evidence submitted by the Respondents is substantial but the Court has doubt if all the Respondents' members carry out scrupulously what is advocated in their aforesaid folder of statistics. The Claimants made a point that if all this was done the yield per acre should be around 10 cwt.

The Court realizes the importance of maintaining and producing high quality coffee in Kenya. If coffee is to continue earning substantial revenue for the country then we cannot afford to suffer any drop in its quality.

The Court accepts the financial position of those members of the Respondents in respect of whom figures have been produced but the Court is not clear as to the exact reason why such large debts have been accumulated. Is it due entirely to the difficulties that beset the coffee industry in the last few years or is it due to lack of interest and poor management on the part of the estate owners, or is it due to the combination of both these factors? Unfortunately the Claimants did not help the Court much in this direction but the Court appreciates their position as far as the finances of the Respondents' members are concerned. The unions are hardly in a position nor have the opportunity of probing the financial position of an employer.

Despite these reservations the fact remains that generally the Respondents' members are in a desperate financial position. Fortunately for everyone concerned, mainly due to the misfortune of another country namely Brazil, the price of coffee has shown a steep upward trend since the last quarter of 1969. In fact it went up to £420 per ton and is now varying between £380 to £420.

How long it will take Brazil to recover from the effect of frost is not quite certain—some people in the know say five years, while others forecast it would be between five to eight years. Be as it may the fact is that the price of coffee will remain high for the next few years during which time the Respondents' members will no doubt be able to get out of their financial difficulties.

The Court must express its appreciation of the very responsible attitude which the Claimants have shown in agreeing to a voluntary wage standstill of one year from 1st December 1967. They also deserve to be complimented for having maintained stable labour relations in the coffee plantations owned by the Respondents' members. In fact there has hardly been any serious labour trouble over the past four years or so. The Court feels that this healthy situation should continue not only in the interest of the Respondents' members but for the benefit of the industry generally in view of the importance of coffee to our economy.

The delicate question before the Court then is: can smooth industrial relations be maintained in the coffee estates if the Court was to return a nil award for a period of 18 months or two years or three years as demanded by the Respondents? The Court is fully convinced that if a nil award was made it would plunge the whole industry into serious industrial strife with adverse consequences to the Respondents' members and economy of the country.

The Court has always to bear in mind the principle of encouraging good industrial relations between the employer and the employees consistent with the political, social and economic objectives of the country.

The Court has to make an award which would not disturb the smooth operation of the coffee estates not only to enable them to survive but so that the industry may continue to make its major contribution to the country's economy.

The Respondents are entitled to use a major share of their revenue to pay off their debts but at the same time the workers should not be forgotten. They are entitled to an increase in their remuneration as they are almost at the bottom amongst the country's wage earners. This may possibly result in the loans being repaid over a slightly longer period but the Court feels that in view of what has been stated hereinabove the workers' interest cannot be completely ignored.

The Court notes that the Claimants have voluntarily suffered a wage standstill for one year from 1st December 1967, and the Court has decided to give a further benefit to the Respondents by way of another wage standstill up to 1st May 1970, that is another 17 months. So in fact the Respondents would benefit from a wage standstill of two years and five months since the expiry of the last Court award.

The Court has very carefully considered the very important submissions which have been made by both sides before making its findings on the various issues before it.

Wages.—The Court awards—

- (i) a wage increase of Sh. 5 p.m. to all those workers who are in receipt of a monthly wage of Sh. 150 and less;
- (ii) a 3 per cent wage increase to all workers who are in receipt of a monthly wage of over Sh. 150.

These increases shall be effective from 1st May 1970, and shall remain in force for a period of 12 months after which the workers will get another wage increase as stated above for a further period of 12 months.

Leave.—The Court feels that the present arrangement is adequate for the time being and therefore makes a nil award.

Medical treatment and sick pay.—The Court feels that the present arrangement is adequate for the time being and therefore makes a nil award.

Severance pay.—The Court feels that the present arrangement is adequate for the time being and therefore makes a nil award.

Redundancy.—The Court awards that where an employee is declared redundant he shall be entitled to two weeks' pay for every completed year of service provided that the amount due to an employee under the gratuity scheme shall be set off against the severance pay on redundancy with the employee getting the higher of the benefits. Severance pay shall be worked out at the rate of an employee's wage at the time he is declared redundant.

Housing.—The Court awards that if an employee resides of his own free will off the estate he shall not be entitled to a house allowance, but if a permanent employee requires housing and none is available, he shall be entitled to an allowance of Sh. 12/50 p.m.

Uniforms.—The Court feels that the present arrangement is adequate for the time being and therefore makes a nil award.

Termination of services.—The Court feels that the present arrangement is adequate for the time being and therefore makes a nil award.

Task.—The parties having settled the matter, the Court makes no award.

Effective date and duration.—The Court awards that the agreement should be effective from 1st May 1970, and that it should remain in force for a period of two years.

During the hearing the Respondents made a strong submission that the coffee industry was taxed beyond its capacity to pay and that the Government had in the past promised the employers some relief but it had not been forthcoming. Further the determination of the actual cost of production per ton of coffee is vital to all aspects of this industry and as there is a great divergence of opinion on it perhaps, the Ministries concerned may find it worthwhile to ascertain the true facts through an independent and impartial investigation. The Court feels that in view of the importance of the coffee industry to the country, any doubt on such vital matters should be eliminated.

Given in Nairobi this 5th day of May 1970.

SAEED R. COCKAR,
President.

R. M. MWILU,
Vice-President.

J. T. WILSON,
J. KAREBE,
Members.

GAZETTE NOTICE No. 1340

THE AGRICULTURE (CROP PRODUCTION) RULES

(Cap. 318, Sub. Leg.)

DECLARATION OF EARLIEST AND LATEST PLANTING DATES, 1970

IN EXERCISE of the powers conferred by section 5 of the Agriculture (Crop Production) Rules, the Nakuru District Agricultural Committee hereby declares the several dates set forth in the second and third columns of the Schedule hereto to be respectively the earliest and latest dates of planting for the essential crop specified therein in respect of the respective area specified in the first column of the said Schedule.

SCHEDULE

(1) Area	(2) Earliest Planting Dates, 1970	(3) Latest Planting Dates, 1970
	<i>Maize</i>	<i>Maize</i>
Turi/Elburgon	1st March	30th April
Rongai	15th February	30th April
Njoro	15th March	30th April
Solai	15th February	31st May
Subukia (Upper)	15th February	31st May
Subukia (Lower)	15th February	15th May
Mau Narok	1st March	30th April

Dated this 27th day of April 1970.

A. PEDERSEN,
for Chairman,
Nakuru District Agricultural Committee.

GAZETTE NOTICE No. 1341

THE AGRICULTURE (CROP PRODUCTION) RULES

(Cap. 318, Sub. Leg.)

DECLARATION OF EARLIEST AND LATEST PLANTING DATES, 1970

IN EXERCISE of the powers conferred by section 5 of the Agriculture (Crop Production) Rules, the Busia District Agricultural Committee hereby declares the several dates set forth in the second and third columns of the Schedule hereto to be respectively the earliest and latest dates of planting for the essential crop specified therein in respect of the respective area specified in the first column of the said Schedule.

SCHEDULE

(1) Area	(2) Earliest Planting Dates, 1970	(3) Latest Planting Dates, 1970
	<i>Maize</i>	<i>Maize</i>
The whole District	15th February	31st March

S. M. TIMOTHY,
Chairman,
Kakamega,
13th January 1970. *Busia District Agricultural Committee.*

GAZETTE NOTICE No. 1342

THE WATER ACT

(Cap. 372)

APPLICATIONS

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

Kazita River, L.R. 1745; M. Mithea, Meru; weir three feet high, furrow 1,000 feet long, 2,700,000 gallons per day power.

Tributary of Sergoit River, L.R. Nos. 889/2/2, 8406/3, 8406/5; 64 Estates Ltd., Eldoret; 2,400 gallons per day domestic.

Tributary of Lubako, Plot No. 565; G. W. Anjiah, Kakamega; 900 gallons per day domestic, 4,000 gallons per day irrigation.

Ngoinek Stream, L.R. Nos. 7307 and 7305; J. M. Mwai and F. K. Mbuthia, Laikipia; dam 12 feet in height, 2,400 gallons per day domestic.

Thiba River, L.R. Nos. 212 and 229; Kithiriti Posho Mill Water Association, Kirinyaga; weir four feet in height, 2,700,000 gallons per day power.

Kabuku River, Plot No. 314; G. Kibara, Murang'a; 390 gallons per day domestic, 20,000 gallons per day irrigation.

Tributary of Kwitobos River, L.R. Nos. 5567 and 6402 (now 9175); H. M. Hulme, Kitale; weir 3½ feet in height, 2,600 gallons per day domestic, 2,000 gallons per day irrigation, 45,000 gallons per day power.

Khasoko Stream; Bungoma County Council, Bungoma; 70,000 gallons per day power.

Ruguthu River; Mukungu Water Association, Meru; 1,000 gallons per day domestic, 40,000 gallons per day irrigation.

Ruguthu River; Muriru Water Association, Meru; 1,000 gallons per day domestic, 20,000 gallons per day irrigation.

Uaso Nyiro River, L.R. No. 10524; Ol Jogi Ltd., Laikipia; 40,000 gallons per day domestic, 2,000 gallons per day irrigation.

Tributary of Sergoit River, L.R. Nos. 882 and 8566/3; Hudda and Hudda, Uasin Gishu; 5,800 gallons per day domestic.

Kamanero Tributary; L. Mukhanlambi, Kakamega; dam four feet high, 2,702,300 gallons per day power.

Garagoli River; N. Lwevo, Kakamega; 2,702,300 gallons per day power.

Garagoli River; J. Karani, Kakamega; 1,621,400 gallons per day power.

Timau River, L.R. No. 6; M. Mwarania, Meru; 1,000 gallons per day domestic, 4,000 gallons per day irrigation.

Tributary of Etsaba River; Director, Water Development Division, Kakamega; 150,000 gallons per day public.

Gitagitho Tributary of Kamithi River, L.R. No. 515; W. Mburai, Kiambu; 100 gallons per day domestic, 1,000 gallons per day irrigation.

Ikuria River, L.R. No. 119; N. Konga, Kiambu; 600 gallons per day domestic, 4,000 gallons per day irrigation, 100 gallons per day other use.

Spring Tributary of Kipsangwe River, L.R. No. 817; Kimilili Farm Ltd., Soy; 1,700 gallons per day domestic, 2,000 gallons per day irrigation.

Tributary of Kapsangwe River, L.R. No. 817; Kimilili Farms Ltd., Soy; 600 gallons per day domestic.

Njenga Tributary, L.R. No. 4859/2; F. N. Gichuki, Kiambu; 1,100 gallons per day domestic, 6,000 gallons per day irrigation, 100 gallons per day other use.

Mbagathi River, L.R. No. 4827; E. M. Timms, Nairobi; 4,000 gallons per day irrigation.

Trable Tributary of Mukundu River, L.R. No. 256; M. Muhakuria, Kiambu; 200 gallons per day domestic, 2,300 gallons per day irrigation.

Biringii River, L.R. No. 466; K. M. Mararo, Kiambu; 1,000 gallons per day domestic, 4,000 gallons per day irrigation.

Kanyiriri Tributary, L.R. No. 962; L. N. Njoroge, Kiambu; 100 gallons per day domestic.

Kiringo Tributary, L.R. Nos. 830 and 831; Githunguri Divisional Harambee Secondary, Kiambu; 3,200 gallons per day domestic, 40,000 gallons per day irrigation.

Makuyu River, L.R. No. 102/6; Sasini Tea and Coffee Ltd., Kiambu; 300,000 gallons per day irrigation.

Kwalucho; Kwalucho Association, Taita/Taveta, 40,000 gallons per day irrigation.

Ikonge Stream, L.R. No. 941/6; Keritor Ltd., Kericho; weir four feet high, 5,600 gallons per day domestic, 20,000 gallons per day industrial, 6,800 gallons per day power.

Sirimon River, L.R. Nos. 5165/3 and 125; Laikipia County Council, Laikipia; 12,000 gallons per day domestic.

Partarai Stream; B. S. Kisaso, Kajiado; water holes, 2,500 gallons per day domestic.

Ruguthu River, Plot Nos. 440 and 441; M. Kirimiti and M. M'mbui, Meru; 500 gallons per day domestic, 8,000 gallons per day irrigation.

Turinini Tributary of Thigirie River, L.R. No. 122; P. K. Ngechu, Kiambu; 200 gallons per day domestic, 1,000 gallons per day irrigation.

Spring Tributary of Githuru; P. Wangurumo, Kiambu; 200 gallons per day domestic, 2,000 gallons per day irrigation.

Mweteta River, L.R. No. 323; K. Njau, Kiambu; 900 gallons per day domestic, 4,600 gallons per day irrigation.

Gathanga Stream, L.R. No. 265; J. Naruingi, Kiambu; 200 gallons per day domestic, 2,000 gallons per day irrigation.

Rurii Tributary of Gitathuru; J. K. Kamau, Kiambu; 100 gallons per day domestic, 2,000 gallons per day irrigation.

Turarie River, L.R. No. 406; S. Kabuu, Kiambu; 300 gallons per day domestic, 4,000 gallons per day irrigation.

Ikuria River, L.R. No. 818; Githiga Gathaiti Water Project, Kiambu; 32,000 gallons per day domestic.

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

GAZETTE NOTICE No. 1343

6 PER CENT KENYA STOCK 1994

FOR the purpose of preparing the warrants for interest due on 29th June 1970, the balances of several accounts in the above-mentioned stock will be struck at close of business on 29th May 1970, after which date the stock will be transferable ex dividend.

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

GAZETTE NOTICE No. 1344

EAST AFRICAN RAILWAYS AND HARBOURS
8½ PER CENT STOCK 1975

IT IS announced for general information that the total amounts of the above-mentioned stock held on the London and Local Registers at the close of business on 31st March 1970, were as follows:—

	£	s.	d.
On the London Register	6,000,865	9	5
On the Local Register	999,134	10	7
Total	£7,000,000	0	0

F. A. MBUYA,
Chief Accountant,
East African Railways Corporation.

GAZETTE NOTICE No. 1345

EAST AFRICAN RAILWAYS

NOTICE

Tariff Book No. 5

Correction Slip No. 15 containing amendments to Part 2 of Tariff Book No. 5 has been published and is in the process of distribution to all registered holders of the Tariff Book. This Correction Slip contains all amendments to the Tariff Book made since the publication of Correction Slip No. 14.

Any holder who has not received a copy of this Correction Slip by 1st May 1970, should apply to the Chief Traffic Manager, P.O. Box 30006, Nairobi. The Correction Slip can also be seen at any booking office as from 1st May 1970.

Nairobi,
20th April 1970.

S. NGUNU,
for Director-General.

GAZETTE NOTICE No. 1346

THE TRADE MARKS ACT
(Cap. 506)

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

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

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

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

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

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

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

CLASS 5—SCHEDULE III



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

Registration of this trade mark shall give no right to the exclusive use of the letter "R" *per se*.

16977.—Pharmaceutical preparations. ARGOL PTY. LIMITED, manufacturers, of P.O. Box 31, Arncliffe, Turella, New South Wales 2205, Australia, and c/o Messrs. Kaplan & Stratton, advocates, P.O. Box 111, Nairobi. 3rd September 1969.

VERSURIN

17124.—Pharmaceutical preparations. BRISTOL-MYERS COMPANY, a corporation duly organized and existing under the laws of the State of Delaware, United States of America, manufacturers, of 345 Park Avenue, New York, New York 10022, United States of America, and c/o Messrs. Kaplan & Stratton, advocates, P.O. Box 111, Nairobi. 19th November 1969.

The undermentioned applications are proceeding in the name of UNITIKA LTD., a company duly organized and existing under the laws of Japan, manufacturers and merchants, of No. 1-50, Higashi-Hon-Machi, Amagasaki-Shi, Hyogo-Ken, Japan, and c/o Messrs. Kaplan & Stratton, advocates, P.O. Box 111, Nairobi. 25th June 1969.

CLASS 22—SCHEDULE III

UNITIKA

16735.—Twines. To be associated with TM. Nos. 16736 and 16737.

CLASS 23—SCHEDULE III

UNITIKA

16736.—Threads and yarns. To be associated with TM. Nos. 16735 and 16737.

CLASS 24—SCHEDULE III

UNITIKA

16737.—Woven and knitted fabrics. To be associated with TM. Nos. 16735 and 16736.

CLASS 34—SCHEDULE III

SILVA-THINS

B.15963.—Tobacco, whether manufactured or unmanufactured; cigarettes and cigars. THE AMERICAN TOBACCO COMPANY, a corporation of the State of New Jersey, United States of America, manufacturers and merchants, of 245 Park Avenue, City and State of New York, United States of America, and c/o Messrs. Kaplan & Stratton, advocates, P.O. Box 111, Nairobi. 27th August 1968.

AMENDMENT AFTER ADVERTISEMENT AS A RESULT OF OPPOSITION

15878.—Advertised under Gazette Notice No. 1677, page 540, Kenya Gazette dated 6th June 1969. Specification of goods has been amended to read:—

"Natural and synthetic rubber and substitutes therefor; plastics in the form of sheets, blocks and rods, being for use in manufacture; articles made from these substances and not included in other classes, including hoses, pipes and tubes, but not including india rubber plates or pads for attachment to the soles or heels of boots and shoes; india rubber solution."

Address for service.—c/o Messrs. Atkinson, Cleasby & Satchu, advocates, P.O. Box 29, Mombasa.

INTENDED REMOVAL OF TRADE MARKS FROM THE REGISTER
THROUGH NON-PAYMENT OF RENEWAL FEE

TM. No.	Class	Trade Mark	Name
5993	38	Happy	Mussa Jetha and Sons Ltd.
7162	22	Lumala Cycle ..	Kampala Cycle Trading Company Limited.
7163	42	Parrot	Sojpal Jetha.
7167	47	3 Table Lamps	Great China March Limited.
7170	24	Lion and Wreath Ticket.	Tootal Limited.
7175	2	Stylomycin ..	American Cyanamid Company.
7180	49	Dinky Supertoys	Meccano Limited.
7185	3	Combiquine ..	Evans Medical Limited.
7211	11	A.C.I.	Absorbent Cotton Industries Ltd.
7212	3	Solupen	Eli Lilly and Company.
10492	16	Specifle	Specifle (Overseas) Limited.
10248	4	Sea Horse	Graetz Kommanditgesellschaft.

TRADE MARKS RENEWED

TM. No.	Class	Trade Mark	Name
2746	45	Regal label ..	B.A.T. Kenya Limited.
6374	2	Gillets Javel Label.	Royal Baking Powder (Pty) Limited.
10250	21	Queens and device.	Lallubhai Amichand Private Limited.
10272	30	Cha Cha and Device.	Mahomed Ally Hassim Keshavjee.
11772	34	Wills Panatellas	B.A.T. Kenya Limited.
B.11773	34	Criterion Panatellas.	B.A.T. Kenya Limited.
11765	34	Roadway	B.A.T. Kenya Limited.
11777	34	Wills-Whiffs ..	B.A.T. Kenya Limited.
11775	34	Marcella	B.A.T. Kenya Limited.
11776	34	Tom Thumb	B.A.T. Kenya Limited.
11804	34	Delmar	B.A.T. Kenya Limited.
B.11806	34	Clifton	B.A.T. Kenya Limited.
11841	3	Stendhal	Stendhal.
11876	25	Bel Aire	Contour Manufacturing Company Limited.
11817	5	Zymets	Parke, Davis and Co.

Nairobi,
30th April 1970.

D. J. COWARD,
Registrar of Trade Marks.

GAZETTE NOTICE No. 1347

THE TRADE MARKS ACT

(Cap. 506)

REGISTERED USER

IT IS hereby notified for general information that the following was, on the 21st day of January 1970, registered as the Registered User of the trade marks listed below and entered in the register in respect of the goods stated:—

Registered Proprietor.—Caltex Oil (Kenya) Limited, of Caltex House, Koinange Street, Nairobi, Kenya.

Registered User.—Texaco Inc., of 135 East 42nd Street, City and State of New York 10017, United States of America.

Address for service.—c/o Messrs. Kaplan & Stratton, advocates, of Queensway House, York Street, P.O. Box 111, Nairobi.

Conditions or restrictions:—

(a) The trade marks are to be used by the proposed Registered User in relation to the goods in accordance with the standards, specifications and instructions approved by the Registered Proprietor.

(b) The Registered Proprietor has the right to receive a reasonable number of samples of the goods when required.

(c) The proposed permitted use is to be without limit of period.

TM. No.	Class	Trade Mark	Goods
5735	47	ALGOL ..	Oils and greases included in Class 47, petroleum and petroleum products included in Class 47. (Advertised under Gazette Notice No. 953, page 429 dated 28th April 1953.)
5740	47	CAPELLA ..	Oils and greases included in Class 47, petroleum and petroleum products included in Class 47. (Advertised under Gazette Notice No. 953, page 430 dated 28th April 1953.)
5744	47	CRATER ..	Oils and greases included in Class 47, petroleum and petroleum products included in Class 47. (Advertised under Gazette Notice No. 953, page 430 dated 28th April 1953.)
320	47	HAVOLINE ..	Oils and greases. (Advertised under Gazette Notice of 25th September 1918.)
2211	47	MARFAK ..	Heating, lighting and lubricating oils and greases. (Advertised under Gazette Notice No. 536, page 353 dated 16th April 1935.)
5750	47	MEROPA ..	Oils and greases included in Class 47, petroleum and petroleum products included in Class 47. (Advertised under Gazette Notice No. 953, page 431 dated 28th April 1953.)
7059	47	MULTIFAK ..	Candles, common soap, detergents, illuminating, heating, or lubricating oils; matches, and starch, blue, and other preparations for laundry purposes. (Advertised under Gazette Notice No. 1066, page 298 dated 10th April 1956.)
10678	4	NOVATEX ..	All goods in Class 4. (Advertised under Gazette Notice No. 5281, page 1355 dated 31st October 1961.)
5755	47	REGAL ..	Oils and greases included in Class 47, petroleum and petroleum products included in Class 47. (Advertised under Gazette Notice No. 953, page 431 dated 28th April 1953.)
5758	47	STARFAK ..	Oils and greases included in Class 47, petroleum and petroleum products included in Class 47. (Advertised under Gazette Notice No. 953, page 431 dated April 1953.)

TM. No.	Class	Trade Mark	Goods
5759	47	SULTEX ..	Oils and greases included in Class 47, petroleum and petroleum products included in Class 47. (Advertised under Gazette Notice No. 953, page 431 dated 28th April 1953.)
7060	47	TAURAK ..	Candles, common soap detergents, illuminating, heating, or lubricating oils; matches, and starch, blue, and other preparations for laundry purposes. (Advertised under Gazette Notice No. 1066, page 298 dated 10th April 1956.)
7461	47	TELEMOTOR	All goods included in this class. (Advertised under Gazette Notice No. 3457 page 1243 dated 13th November 1956.)
735	17	TEXACO ..	Roofing of all kinds. (Advertised under Gazette Notice of 8th June 1921.)
714	47	TEXACO ..	Heating, lighting and lubricating oils and greases. (Advertised under Gazette Notice of 1st June 1921.)
5760	47	TEXACOAT ..	Oils and greases included in Class 47, petroleum and petroleum products included in Class 47. (Advertised under Gazette Notice No. 953, page 431 dated 28th April 1953.)
5761	47	TEXAMATIC	Oils and greases included in Class 47, petroleum and petroleum products included in Class 47. (Advertised under Gazette Notice No. 953, page 431 dated 28th April 1953.)
5763	47	THUBAN ..	Oils and greases included in Class 47, petroleum and petroleum products included in Class 47. (Advertised under Gazette Notice No. 953, page 431 dated 28th April 1953.)
5764	47	URSA	Oils and greases included in Class 47, petroleum and petroleum products included in Class 47. (Advertised under Gazette Notice No. 953, page 431 dated 28th April 1953.)

Representation of the above-mentioned trade marks can be seen at the Trade Marks Registry, State Law Office, Nairobi, and also in the publication of the Kenya Gazette indicated above.

Nairobi,
28th April 1970.

D. J. COWARD,
Registrar of Trade Marks.

GAZETTE NOTICE No. 1348

THE PATENTS REGISTRATION ACT

(Cap. 508)

ORIGINAL ENTRY

IT IS hereby notified for general information that a letters patent, particulars of which appear in the Schedule hereto, was registered as No. 1923 of 1970 in the Kenya Register of Patents on the 24th day of April 1970.

SCHEDULE

No. of application.—1923.

Date of application.—24th April 1970.

Name of applicant.—Hovercraft Development Limited.

Registered address.—Kingsgate House, 66-74, Victoria Street, London S.W.1, England.

Particulars of grant in the United Kingdom:—

No.—1,056,267.

Date.—16th May 1967.

Date of filing complete specification.—18th October 1963.

Complete specification published.—25th January 1967.

Nature of invention.—Improvements relating to Gas-Cushion Vehicles.

Documents, etc., filed in Registry:—

(a) One certified copy of the specification (including drawings of letters patent) of the United Kingdom patent.

(b) Certificate of the Comptroller-General of the United Kingdom Patent Office.

(c) Authorization in favour of Messrs. Atkinson, Cleasby & Satchu, P.O. Box 29, Mombasa.

Nairobi,
30th April 1970.

D. J. COWARD,
Registrar of Patents.

GAZETTE NOTICE No. 1349

THE PATENTS REGISTRATION ACT

(Cap. 508)

ORIGINAL ENTRY

IT IS hereby notified for general information that a letters patent, particulars of which appear in the Schedule hereto, was registered as No. 1924 of 1970 in the Kenya Register of Patents on the 23rd day of April 1970.

SCHEDULE

No. of application.—1924.

Date of application.—23rd April 1970.

Name of applicant.—Ericsson Telephones Limited.

Registered address.—Of 2/60, Vicarage Lane, Ilford, Essex, England.

Particulars of grant in the United Kingdom:—

No.—1,167,200.

Date.—11th February 1970.

Date of filing complete specification.—28th August 1968.

Complete specification published.—15th October 1969.

Nature of invention.—Electrical Terminal Block.

Documents, etc., filed in Registry:—

(a) One certified copy of the specification (including drawings of letters patent) of the United Kingdom patent.

(b) Certificate of the Comptroller-General of the United Kingdom Patent Office.

(c) Authorization in favour of Messrs. Atkinson, Cleasby & Satchu, P.O. Box 29, Mombasa.

Nairobi,
30th April 1970.

D. J. COWARD,
Registrar of Patents.

GAZETTE NOTICE No. 1350

THE PATENTS REGISTRATION ACT

(Cap. 508)

ORIGINAL ENTRY

IT IS hereby notified for general information that a letters patent, particulars of which appear in the Schedule hereto, was registered as No. 1925 of 1970 in the Kenya Register of Patents on the 28th day of April 1970.

SCHEDULE

No. of application.—1925.

Date of application.—28th April 1970.

Name of applicant.—Farbwerke Hoechst Aktiengesellschaft, Vormals Meister Lucius & Bruning.

Registered address.—6230, Frankfurt (M)-Hoechst, Germany.

Particulars of grant in the United Kingdom:—

No.—1,122,919.

Date.—2nd December 1968.

Date of filing complete specification.—1st July 1966.

Complete specification published.—7th August 1968.

Nature of invention.—Benzenesulphonyl-Ureas and process for preparing them.

Documents, etc., filed in Registry:—

(a) One certified copy of the specification of the United Kingdom patent.

(b) Certificate of the Comptroller-General of the United Kingdom Patent Office.

(c) Authorization in favour of Messrs. Atkinson, Cleasby & Satchu, P.O. Box 29, Mombasa.

Nairobi,
30th April 1970.

D. J. COWARD,
Registrar of Patents.

GAZETTE NOTICE No. 1351

THE PATENTS REGISTRATION ACT

(Cap. 508)

ORIGINAL ENTRY

IT IS hereby notified for general information that a letters patent, particulars of which appear in the Schedule hereto, was registered as No. 1926 of 1970 in the Kenya Register of Patents on the 28th day of April 1970.

SCHEDULE

No. of application.—1926.

Date of application.—28th April 1970.

Name of applicant.—Farbwerke Hoechst Aktiengesellschaft, Vormals Meister Lucius & Bruning.

Registered address.—6230, Frankfurt (M)-Hoechst, Germany.

Particulars of grant in the United Kingdom:—

No.—1,127,457.

Date.—15th January 1969.

Date of filing complete specification.—24th January 1966.

Complete specification published.—18th September 1968.

Nature of invention.—Carboxylic acid-N-methyl-piperazides and process for their manufacture.

Documents, etc., filed in Registry:—

(a) One certified copy of the specification of the United Kingdom patent.

(b) Certificate of the Comptroller-General of the United Kingdom Patent Office.

(c) Authorization in favour of Messrs. Atkinson, Cleasby & Satchu, P.O. Box 29, Mombasa.

Nairobi,
30th April 1970.

D. J. COWARD,
Registrar of Patents.

GAZETTE NOTICE No. 1352

THE PATENTS REGISTRATION ACT

(Cap. 508)

ORIGINAL ENTRY

IT IS hereby notified for general information that a letters patent, particulars of which appear in the Schedule hereto, was registered as No. 1927 of 1970 in the Kenya Register of Patents on the 28th day of April 1970.

SCHEDULE

No. of application.—1927.

Date of application.—28th April 1970.

Name of applicant.—Farbwerke Hoechst Aktiengesellschaft, Vormals Meister Lucius & Bruning.

Registered address.—6230, Frankfurt (M)-Hoechst, Germany.

Particulars of grant in the United Kingdom:—

No.—1,149,563.

Date.—20th August 1969.

Date of filing complete specification.—8th June 1966.

Complete specification published.—23rd April 1969.

Nature of invention.—Dithiophosphoric Acid Esters, their preparation and use as Pesticides.

Documents, etc., filed in Registry:—

(a) One certified copy of the specification of the United Kingdom patent.

(b) Certificate of the Comptroller-General of the United Kingdom Patent Office.

(c) Authorization in favour of Messrs. Atkinson, Cleasby & Satchu, P.O. Box 29, Mombasa.

Nairobi,
30th April 1970

D. J. COWARD,
Registrar of Patents.

GAZETTE NOTICE NO. 1353

THE PATENTS REGISTRATION ACT
(Cap. 508)

ORIGINAL ENTRY

IT IS hereby notified for general information that a letters patent, particulars of which appear in the Schedule hereto, was registered as No. 1928 of 1970 in the Kenya Register of Patents on the 28th day of April 1970.

SCHEDULE

No. of application.—1928.

Date of application.—28th April 1970.

Name of applicant.—Farbwerke Hoechst Aktiengesellschaft, Vormals Meister Lucius & Bruning.

Registered address.—6230, Frankfurt (M)-Hoechst, Germany.

Particulars of grant in the United Kingdom:—

No.—1,149,564.

Date.—20th August 1969.

Date of filing complete specification.—8th June 1966.

Complete specification published.—23rd April 1969.

Nature of invention.—2-Halogenmethy-Benzoxazoles.

Documents, etc., filed in Registry:—

(a) One certified copy of the specification of the United Kingdom patent.

(b) Certificate of the Comptroller-General of the United Kingdom Patent Office.

(c) Authorization in favour of Messrs. Atkinson, Cleasby & Satchu, P.O. Box 29, Mombasa.

Nairobi,
30th April 1970.

D. J. COWARD,
Registrar of Patents.

GAZETTE NOTICE NO. 1354

THE LIQUOR LICENSING ACT
(Cap. 121)

NYERI LIQUOR LICENSING COURT

NOTICE is hereby given that there shall be a meeting of the Nyeri Liquor Licensing Court on 11th May 1970, at the District Commissioner's Office, Nyeri, at 9 a.m.

A list of applicants may be seen at the District Commissioner's Office notice board and at the District Officers' offices at Mathira, Tetu, Othaya, Mukurweini, Kieni East and Kieni West.

Nyeri,
21st April 1970.

C. N. CHOMBA,
President,
Nyeri Liquor Licensing Court.

GAZETTE NOTICE NO. 1355

THE LIQUOR LICENSING ACT
(Cap. 121)

NYERI LIQUOR LICENSING COURT

NOTICE is hereby given that the meeting of the Nyeri Liquor Licensing Court which was scheduled to take place on 11th May 1970, at the District Commissioner's Office, Nyeri, will now take place on 13th May 1970, at 9 a.m.

Nyeri,
30th April 1970.

C. N. CHOMBA,
President,
Nyeri Liquor Licensing Court.

GAZETTE NOTICE NO. 1356

POSTPONEMENT OF THE MACHAKOS LIQUOR
LICENSING COURT

DUE to unforeseen circumstances the above meeting which was scheduled to be held on 11th May 1970, has now been postponed to Monday, the 18th May 1970, at the Masaku County Council Chamber at 10.30 a.m.

W. O. MUGANDA,
President,
Machakos Liquor Licensing Court

GAZETTE NOTICE NO. 1357

THE AFRICAN LIQUOR ACT
(Cap. 122)

BARINGO AFRICAN LIQUOR LICENSING BOARD

THE next statutory meeting of the Baringo African Liquor Licensing Board will be held on Monday, 8th June 1970, at the District Commissioner's Office, Kabarnet, at 10.30 a.m.

Applications for new licences, removals, renewals and transfers should be submitted to the District Commissioner, P.O. Kabarnet, so as to reach him not later than 16th May 1970.

J. M. KIHANYA,
Acting Chairman,
Baringo African Liquor Licensing Board.

GAZETTE NOTICE NO. 1358

THE AFRICAN LIQUOR ACT
(Cap. 122)

KWALE AFRICAN LIQUOR LICENSING BOARD

NOTICE is hereby given that the next statutory meeting of the Kwale African Liquor Licensing Board will be held in the Office of the District Commissioner, Kwale, on Tuesday, 9th June 1970, starting at 10 a.m.

All applications to be considered, whether for new licences, renewals, removals and transfers, should be submitted to the District Commissioner, P.O. Box 16000, Kwale, not later than Friday, 15th May 1970.

New applicants must appear before the Board in person or be represented by an advocate.

S. K. KOINANGE,
Chairman,
Kwale African Liquor Licensing Board.

GAZETTE NOTICE NO. 1359

THE AFRICAN LIQUOR ACT
(Cap. 122)

TAITA AFRICAN LIQUOR LICENSING BOARD

(Special Meeting)

DULY authorized by the Provincial Commissioner, Coast Province, under the provision of section 8 (3) (Cap. 122), a special meeting will be held in the Office of the District Commissioner, Wundanyi, on 11th May 1970, at 10 a.m., to consider applications for new and renewals of African liquor licences. Applicants for new licences must appear in person or be represented by an advocate.

Chairman,
Taita African Liquor Licensing Board.

GAZETTE NOTICE NO. 1360

THE AFRICAN LIQUOR ACT
(Cap. 122)

MURANG'A AFRICAN LIQUOR LICENSING BOARD

THE first statutory meeting of the Murang'a African Liquor Licensing Board will be held in the District Commissioner's Board Room, Murang'a, on 8th June 1970, at 10 a.m., to consider renewal and new applications for the second half of 1970.

A list of applications to be considered can be seen on the notice board at the District Commissioner's Office, Murang'a, and Divisional Offices at Kangema, Kiharu, Kandara, Makuyu and Kigumo.

Dated this 28th day of April 1970.

E. M. PSENJEN,
Chairman,
Murang'a Liquor Licensing Board.

GAZETTE NOTICE No. 1361

IN THE HIGH COURT OF KENYA AT NAIROBI

PROBATE AND ADMINISTRATION

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

(1) CAUSE No. 89 OF 1970

By William Digby Green of P.O. Box 14, Eldoret in Kenya, the attorney of (1) Hendrina Civilia Malan, and (2) David Eduard Malan, both of Hillary, Natal in South Africa, the executors named in the will of the deceased, through Messrs. Hamilton Harrison & Mathews, advocates of Nairobi, for a grant of letters of administration with will annexed of the estate of Petrus Johannes Malan of Durban in South Africa, who died at Durban on the 9th day of December 1968.

(2) CAUSE No. 104 OF 1970

By National and Grindlays Bank Limited (through its attorney John David Brown of P.O. Box 30402, Nairobi in Kenya), the duly constituted attorney of National Westminster Bank Limited (formerly Westminster Bank Limited), of London in England, the administrator of the estate of the deceased, through Messrs. Shapley Barret Marsh & Co., advocates of Nairobi, for resealing in Kenya, the grant of letters of administration intestate granted on 27th June 1969, by the Principal Probate Registry of High Court of Justice in England, of the estate of Rachel Mary Michael of Nairobi aforesaid, who died at Nairobi on the 13th day of July 1968.

(3) CAUSE No. 110 OF 1970

By Alistair Ronald John Philip of P.O. Mau Narok in Kenya, one of the sons of the deceased and one of the executors named in his will, through Messrs. Hamilton Harrison & Mathews, advocates of Nairobi, for a grant of probate of the will of Charles Robert Philip of Mau Narok aforesaid, who died at Oxted, Surrey in England, on the 18th day of September 1969.

(4) CAUSE No. 111 OF 1970

By Jayantilal Patel of P.O. Box 3935, Nairobi in Kenya, the duly constituted attorney of (1) Akbarali Ahamed Janmohamed and (2) Mehrunnisa Akbarali Ahamed Janmohamed, both of Shinyanga in Tanzania, the executors named in the will of the deceased, through Messrs. Makhecha & Company, advocates of Nairobi, for resealing in Kenya, the grant of probate granted on 16th October 1969, by the High Court of Tanzania at Mwanza of the will of Ahamed Janmohamed of Shinyanga aforesaid, who died at Mombasa in Kenya, on the 23rd day of January 1969.

(5) CAUSE No. 112 OF 1970

By (1) George Henry Hooker (the husband of the deceased), and (2) Richard Donald Croft Wilcock, both of P.O. Box 10201, Nairobi in Kenya, the executors named in the will of the deceased, through Messrs. Archer & Wilcock, advocates of Nairobi, for a grant of probate of the will of Elsie Elizabeth Hooker of Nairobi aforesaid, who died at Nairobi on the 19th day of January 1970.

(6) CAUSE No. 113 OF 1970

By Edwin Alfred Bristow of P.O. Box 111, Nairobi in Kenya, the attorney of (1) Midland Bank Executor and Trustee Company Limited of London in England, and (2) Barbara Diana Cassell of Buckinghamshire in England, the executors named in the will of the deceased, through Messrs. Kaplan & Stratton, advocates of Nairobi, for resealing in Kenya, the grant of probate granted on 11th August 1969, by the District Probate Registry of the High Court of Justice in England at Oxford, of the estate of Edward Ernest Cassell of Barbados in West Indies, who died at London aforesaid, on the 26th day of March 1969.

This Court will proceed to issue the same unless cause be shown to the contrary and appearance in this respect entered on or before 22nd May 1970.

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

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

GAZETTE NOTICE No. 1362

IN THE HIGH COURT OF KENYA
AT MOMBASA DISTRICT REGISTRY

PROBATE AND ADMINISTRATION

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

CAUSE No. 24 OF 1970

By Hypolito Francis Fernandes of Mombasa in Kenya, the son of the deceased, through Messrs. Nagin Patel & Patel, advocates of Mombasa aforesaid, for a grant of letters of administration intestate of the estate of Maria Conceicao Mafalda Lobo Fernandes late of Mombasa aforesaid, who died at Mombasa aforesaid, on the 20th day of December 1969.

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

P. N. KHANNA,
Acting Deputy Registrar,
High Court of Kenya,
Law Courts, Mombasa.

Mombasa,
20th April 1970.

GAZETTE NOTICE No. 1363

IN THE HIGH COURT OF KENYA
AT MOMBASA DISTRICT REGISTRY

PROBATE AND ADMINISTRATION

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

CAUSE No. 26 OF 1970

By Rashida Begum widow of Mohamed Hanif of Mombasa in Kenya, the executrix named in the will of the deceased, through K. M. Karimbhai, Esq., advocate of Mombasa in Kenya, for a grant of probate of the will of the late Mohamed Hanif Rahemtullah of Mombasa in Kenya, who died on the 5th day of March 1970, at Mombasa aforesaid.

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

P. N. KHANNA,
Acting Deputy Registrar,
High Court of Kenya,
Law Courts, Mombasa.

Mombasa,
27th April 1970.

NOTE

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

GAZETTE NOTICE No. 1364

PROBATE AND ADMINISTRATION

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

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

SCHEDULE

Public Trustee's Cause No.	Name of Deceased	Address	Date of Death	Testate or Intestate
43/70	David Chumo Arap Kirui	Silibwet, P.O. Bomet, Sotik	2-10-68	Intestate
45/70	Moses Waithaka Waiguru	Githiga Village, P.O. Kangema, Murang'a	23-12-69	Intestate
46/70	Joseph Oruko Omala	Usere Raluala, S. Ugenya, P.O. Ugunja	29-3-69	Intestate

Nairobi,
30th April 1970.

D. J. COWARD,
Public Trustee.

GAZETTE NOTICE No. 1365

PROBATE AND ADMINISTRATION

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

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

SCHEDULE

Public Trustee's Cause No.	Name of Deceased	Address	Date of Death	Testate or Intestate
104/68	Mohamed Abdalla ..	Lamu	12-10-67	Intestate
14/70	Joshua R. Ndire ..	South Nyanza	4-9-69	Intestate

Mombasa,
22nd April 1970.

J. N. KING'ARUI,
Acting Assistant Public Trustee.

GAZETTE NOTICE No. 1366

BHADURALI SOMJI KAZIA, DECEASED

NOTICE is hereby given, pursuant to section 29 of the Trustee Act (Cap. 167), that any person having a claim against or an interest in the estate of the late Bhadurali Somji Kazia who died in Kisumu on the 27th day of March 1970, is hereby required to send particulars in writing of his or her claim or interest to Messrs. Archer & Wilcock, advocates, P.O. Box 10201, Nairobi, before the 8th day of July 1970, after which date the administrators will distribute the estate among the persons entitled thereto having regard only to the claims and interests of which they have had notice and will not as respects the property so distributed be liable to any person of whose claim they shall not then have had notice.

Dated this 8th day of May 1970.

ARCHER & WILCOCK,
Advocates for the Administrators.

GAZETTE NOTICE No. 1367

OLIVER SADGUN DESAI, DECEASED

NOTICE is hereby given, pursuant to section 29 of the Trustee Act (Cap. 167), that any person having a claim against or an interest in the estate of the late Oliver Sadgun Desai late of Nairobi in Kenya, who died on the 7th day of April 1970, at Nairobi aforesaid, is hereby required to send particulars in writing of his or her claim or interest to the undersigned before the 31st day of July 1970, after which date the executors will distribute the above estate having regard only to the valid claims then notified.

Dated this 27th day of April 1970.

A. H. MALIK & CO.,
Advocates for the Executors,
P.O. Box 713, Nairobi, Kenya.

GAZETTE NOTICE No. 1368

ESTATE OF THE LATE LOUISA MAI MACGILLIVRAY

To All to Whom It May Concern:

TAKE NOTICE that all persons having any claims against or owing money to the above-named Louisa Mai MacGillivray of c/o N. G. A. Royds, Hawkstone, Hillcrest, Natal, South Africa, who died on the 12th day of March 1969, at Durban, Natal aforesaid, are requested to prove such claims or to pay the amount due as the case may be to The Standard Bank Limited, P.O. Box 30299, Nairobi, Kenya, on or before the 8th day of July 1970, after which date the estate of the said deceased will be distributed or administered according to law having regard only to the claims against the estate of which we the said Bank shall then have notice.

Dated at Nairobi this 24th day of April 1970.

THE STANDARD BANK LIMITED,
Trustee Branch,
P.O. Box 30299, Nairobi,
Attorney Administrator.

GAZETTE NOTICE No. 1369

THE BANKRUPTCY ACT

(Cap. 53)

NOTICE OF DIVIDEND

Debtor's name.—Premchand Narshi Shah.

Address.—P.O. Box 2529, Nairobi.

Description.—Trader.

Court.—High Court of Kenya at Nairobi.

No. of matter.—B.C. 4 of 1966.

Amount per £.—Cents 63.

First or final or otherwise.—Second and final.

When payable.—11th May 1970.

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

Nairobi,
30th April 1970.

M. L. HANDA,
Deputy Official Receiver.

GAZETTE NOTICE No. 1370

IN THE HIGH COURT OF KENYA AT NAIROBI

IN BANKRUPTCY AND WINDING-UP CAUSE No. 3 OF 1970

IN THE MATTER OF NEW AFRICA PRESS LIMITED

(In Liquidation)

AND

IN THE MATTER OF THE COMPANIES ACT

(Cap. 486)

NOTICE OF WINDING-UP ORDER

Name of company.—New Africa Press Limited.

Address of registered office.—Plot No. L.R. 209/2713, Campos Rebeiro Avenue, Nairobi.

Registered postal address.—P.O. Box 4010, Nairobi.

Court.—High Court of Kenya at Nairobi.

No. of matter.—Bankruptcy and Winding-up Cause No. 3 of 1970.

Date of order.—24th April 1970.

Date of presentation of petition.—11th February 1970.

Nairobi,
30th April 1970.

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

GAZETTE NOTICE No. 1371

IN THE MATTER OF THE COMPANIES ACT

(Cap. 486)

AND

IN THE MATTER OF ROMLY INVESTMENTS LIMITED

MEMBERS' VOLUNTARY WINDING UP

NOTICE is hereby given that the final meeting of the shareholders of Romly Investments Limited will be held at Sadler House, Koinange Street, Nairobi, on the 22nd May 1970, at 10 a.m., for the purpose of having the liquidator's account laid before the meeting showing the manner in which the winding up has been conducted and the property of the company disposed of and to hear any explanations that may be given by the liquidator and also for the purpose of determining by special resolution how the books and papers of the company and of the liquidator shall be disposed of.

Dated this 8th day of May 1970.

J. G. BELL,
Liquidator.
P.O. Box 1968, Nairobi.

GAZETTE NOTICE No. 1372

IN THE MATTER OF THE COMPANIES ACT

(Cap. 486)

AND

IN THE MATTER OF DONYO SABUK (1958) LIMITED

NOTICE

NOTICE is hereby given that, no quorum being present at the meeting of creditors convened for the 29th April 1970, the said meeting is adjourned until 10.15 a.m. on the 6th May 1970, at the offices of Cooper Brothers & Co., Queensway House, York Street, Nairobi.

Dated this 29th day of April 1970.

R. S. CAMERON,
for Control Limited,
Secretaries.

GAZETTE NOTICE No. 1373

IN THE MATTER OF THE COMPANIES ACT

(Cap. 486)

AND

IN THE MATTER OF HATWARA ESTATE LIMITED

NOTICE

NOTICE is hereby given that, no quorum being present at the meeting of creditors convened for the 29th April 1970, the said meeting is adjourned until 9.40 a.m. on the 6th May 1970, at the offices of Cooper Brothers & Co., Queensway House, York Street, Nairobi.

Dated this 29th day of April 1970.

R. S. CAMERON,
for Control Limited,
Secretaries.

GAZETTE NOTICE No. 1374

IN THE MATTER OF THE COMPANIES ACT

(Cap. 486)

AND

IN THE MATTER OF MITCHELL COTTS PYRETHRUM LIMITED

(In Liquidation)

NOTICE is hereby given, pursuant to section 283 of the Companies Act, that a general meeting of members of the above-named company will be held at the offices of Cooper Brothers & Co., Queensway House, York Street, Nairobi, at nine o'clock in the forenoon on the 4th June 1970, for the purposes of—

- (1) having an account laid before them showing the manner in which the liquidation has been conducted and the property of the company disposed of and of hearing any explanations that may be given by the joint liquidators;
- (2) determining by special resolution the manner in which the books, accounts and documents of the company and of the liquidators shall be disposed of.

A member entitled to attend and vote at the above meeting may appoint a proxy to attend and vote instead of him. A proxy need not be a member of the company.

Dated this 4th day of May 1970.

F. A. WALSHAW,
IAN R. LESLIE,
Joint Liquidators.

GAZETTE NOTICE No. 1375

THE SOCIETIES RULES 1968

(L.N. 62 of 1968)

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

- (a) the societies listed in the First Schedule hereto have been registered; and
- (b) the societies listed in the Second Schedule hereto have been refused registration,

under the provisions of the Societies Act 1968.

FIRST SCHEDULE

Name of Society	Date Registration Effectuated
Gor Mahia Football Club	27-4-70
Kabuocho Association, Lwanda Branch	27-4-70
Jiamuru Orchestra Musical Club	27-4-70
Mahiga Welfare Society	27-4-70
Islahil Islamiyya, Mnazini Sub-branch	27-4-70
The Bird Cage Club	27-4-70
Uganda Association, Nakuru District	27-4-70
Tujenge Boys Club	28-4-70
Taveta Welfare Society	28-4-70
Catholic Parents Association of Nyeri Diocese, Mugoiri Branch	28-4-70
Baladia Muslim Society	28-4-70
University of Nairobi Islamic Society	28-4-70

SECOND SCHEDULE

Name of Society	Date of Refusal
African Customs Conservation Society	28-4-70
Mwanu Development Association	29-4-70

Dated this 30th day of April 1970.

J. ALLAN,
Assistant Registrar of Societies.

GAZETTE NOTICE No. 1376

THE SOCIETIES RULES 1968

(L.N. 62 of 1968)

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

SCHEDULE

Kenya Voluntary Work Camps Association, to Kenya Voluntary Development Association.

Dated this 30th day of April 1970.

J. ALLAN,
Assistant Registrar of Societies.

GAZETTE NOTICE No. 1377

THE SOCIETIES RULES 1968

(L.N. 62 of 1968)

PURSUANT to rule 14 of the Societies Rules, notice is hereby given that the exemption from registration of the society named in the Schedule hereto has been rescinded under the provisions of section 13 of the Societies Act 1968.

SCHEDULE

Name of Society	Date of Rescission
East Africa Christian Alliance	28-4-70

Dated this 30th day of April 1970.

J. ALLAN,
Assistant Registrar of Societies.

GAZETTE NOTICE No. 1378

THE CO-OPERATIVE SOCIETIES ACT

(Cap. 490, section 70 (1))

Re: CS/1470—Mweiga Trading Co-operative Society Limited
(In Liquidation)

ADMISSION OF CLAIMS

I, being duly appointed liquidator of the above-named co-operative society, hereby appoint Friday, the 22nd day of May 1970, as the day on which or before which creditors of the said co-operative society shall state to me their claims for admission.

Such claims shall be addressed to me at Department of Co-operative Development, P.O. Box 52, Nyeri.

S. M. MUCHOKI,
Liquidator.

GAZETTE NOTICE No. 1379

THE ELDORET MUNICIPAL COUNCIL

DRAFT VALUATION ROLL, 1970

NOTICE is hereby given that the Draft Valuation Roll, 1970 for the Municipality of Eldoret has been laid before a meeting of the Municipal Council of Eldoret as required by section 9 (2) of the Valuation for Rating Act (Cap. 266), and is now available at the Town Hall, Eldoret, for public inspection. Any person may inspect the Draft Valuation Roll (and take copies or extracts from it) during normal office hours.

Section 10 of the said Act enables any person who is aggrieved—

- (a) by the inclusion of any rateable property in, or by the omission of any rateable property from, the said Draft Valuation Roll; or
- (b) by any value ascribed in the said Draft Valuation Roll to any other statement made or omitted to be made in the same with respect to any rateable property,

to lodge an objection with the undersigned at the Town Hall, Eldoret. Such objections should be lodged on or before Monday, 8th June 1970, or within 28 days from the date of publication of this notice and should be in writing. Forms of objection may be obtained without payment on application to the Town Clerk's Department at the address below.

Attention is drawn to section 10 (2) of the said Act which is to the following effect: "No person shall be entitled to urge any objection before a Valuation Court unless he shall have first lodged such notice of objection as aforesaid:

"Provided that it shall be competent for a Valuation Court to agree to consider any objection although notice thereof has not been given in accordance with section 10."

T. A. CAIRNS,
Acting Town Clerk,
Town Hall,
P.O. Box 40, Eldoret.

Eldoret,
2nd May 1970.

GAZETTE NOTICE No. 1380

THE KAKAMEGA URBAN COUNCIL

SUPPLEMENTARY VALUATION ROLL 1968

NOTICE is hereby given that the Supplementary Valuation Roll for the year 1968 in respect of Kakamega Township has been laid before a meeting of the Kakamega Urban Council and is now available at the Urban Council offices for public inspection during normal office hours.

Under section 10 of the Valuation for Rating Act, any person who is aggrieved—

- (a) by the inclusion of any rateable property in, or by the omission of any rateable property from, the draft supplementary valuation roll; or
- (b) by any value ascribed in the draft supplementary valuation roll to any rateable property, or by any other statement made or omitted to be made in the same with respect to any rateable property,

may lodge objection with the Clerk to the Council at any time before the expiration of 28 days from the date of publication of this notice. Such objections should be made in writing.

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

H. W. OBULEMIRE,
Clerk to the Kakamega Urban Council.

GAZETTE NOTICE No. 1381

DISTRICT COMMISSIONER, KAPENGURIA

LOSS OF L.P.O. SHEET No. C414982

NOTICE is hereby given that the above-mentioned L.P.O. Sheet, issued to Hill Barret, Kitale, has been reported lost. The above L.P.O. Sheet is now invalid and the Government will not accept any liability for moneys received against that L.P.O. Sheet.

Any person who may find or know the whereabouts of this L.P.O. should report the fact to the undersigned or the nearest Police Station.

Dated this 10th day of April 1970.

G. W. L. O'AMOTH,
*District Commissioner, West Pokot,
Kapenguria.*

GAZETTE NOTICE No. 1382

THE TRANSFER OF BUSINESSES ACT

(Cap. 500)

NOTICE is hereby given that the business of retail and wholesale heretofore carried on by Chandulal Sunderji Shah, Rameshchandra Sunderji, Jayantilal Sunderji Shah and Velubai w/o Sunderji Hemraj Shah, under the firm name or style of Sunderji Hemraj and Bros. at Plot No. 209/508, River Road, Nairobi, and a branch at Plot No. 657/3 and Plot No. 22, Section XXXVII, Rodgers Road, Mombasa, has, as from the 31st day of December 1969, been sold and transferred to Chandulal Sunderji Hemraj Shah who has continued to carry on the said business at the same place under the same name and style on the same plots at Nairobi and Mombasa in Kenya.

The transferee has assumed and has intended to assume all the liabilities incurred in the said business by the transferors up to and including 31st December 1969. All debts due to and owing by the transferors in respect of the said business up to and including the said 31st December 1969, are to be received and paid by the transferee.

Dated at Nairobi this 25th day of April 1970.

RAMESHCHANDRA SUNDERJI,
JAYANTILAL SUNDERJI SHAH,
VELUBAI w/o SUNDERJI HEMRAJ SHAH,
Transferors.

CHANDULAL SUNDERJI SHAH,
Transferee.

GAZETTE NOTICE No. 1383

THE TRANSFER OF BUSINESSES ACT

(Cap. 500)

NOTICE is hereby given that the business of a commercial institute and secretarial bureau carried on by Mrs. Theresina Costa Fernandes under the firm name or style of (i) Tulips Commercial Institute and (ii) Tulips Secretarial Bureau, on Plot No. L.R. 209/673, Tom Mboya Street, Nairobi, has been, as from the 1st day of May 1970, sold and transferred to Tekchand Duggal s/o Kidarnath Duggal and Rajeshwar Khosla s/o Jaswantraai Jagdishrai Khosla, who will carry on the said business at the same place and under same names.

The address of the transferor is P.O. Box 6133, Nairobi.

The address of the transferees is P.O. Box 5487 and 10797 respectively, Nairobi.

The transferees are not assuming nor do they intend to assume any liability incurred by the transferor in the said business up to and including 30th April 1970, and the same will be paid and discharged by the transferor.

Dated at Nairobi this 1st day of May 1970.

MRS. THERESINA COSTA FERNANDES,
Transferor.

TEKCHAND DUGGAL,
RAJESHWAR KHOSLA,
Transferees.

GAZETTE NOTICE No. 1384

NOTICE OF CHANGE OF NAME

I, Pravin s/o Rupchand Hirji Gudka, of P.O. Box 4879, Nairobi, Kenya, hereby give public notice that by a deed poll dated the 21st day of April 1970, duly executed by me (and attested by A. H. Bharvada, Esq., advocate of Nairobi), heretofore called and known by the name of Pravinchandra, born at Nairobi, Kenya, on the 13th day of July 1937, at present residing at Nairobi, formally and absolutely renounced and abandoned the use of my said former name of Pravinchandra, and in lieu thereof assumed and adopted the name of Pravin for all purposes, and I hereby authorize and request all persons to designate, describe and address me by such assumed name of Pravin.

Dated at Nairobi this 21st day of April 1970.

PRAVIN,
formerly known as Pravinchandra.

NOW ON SALE

KENYA DIRECTORY OF THE DIPLOMATIC CORPS SEPTEMBER 1969 EDITION

Price: Sh. 5 (Postage 50 cts.)

Report of the Commission on the LAW OF SUCCESSION 1968

Chairman: H. Slade

Price: Sh. 10 (Postage Sh. 1)

Obtainable from the Government Printer, Nairobi