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SPECIAL NOTICE

AS 20th October, 1976, is a Public Holiday, the latest time for submission of copy for the Gazette of 22nd October, 1976, will be noon on Saturday, 16th October, 1976.

Nairobi,
8th October, 1976.

S. W. S. MUCHILWA,
Government Printer.

CORRIGENDA

IN Kenya Gazette Notice Nos. 2804 and 2805 dated 17th September, 1976:—

Substitute 1.17 for 0.80.

REFERENCE Gazette Notice No. 2680, page 980, of 3rd September, 1976, in first paragraph, amend the date 16th December, 1976 to read 6th December, 1976.

Gazette Notice No. 2967 of the 1st October, 1976, first column, against the last four names, add the following Public Trustee's Cause Nos. as follows:—

296/76, 344/76, 149/76 and 272/76.

GAZETTE NOTICE NO. 2987

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

To All To Whom These Presents Shall Come, Greeting:
BE IT KNOWN that on the 17th day of September, 1976—

Rommel Anthony Da Gama Rose

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

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

JAMES WICKS,
Chief Justice,
High Court of Kenya.

GAZETTE NOTICE NO. 2988

JUDICIAL SERVICE COMMISSION
APPOINTMENT OF DISTRICT MAGISTRATE

IN EXERCISE of the powers conferred by section 69 of the Constitution of Kenya and by sections 6, 7 and 8 of the Magistrate's Courts Act, 1967, the Judicial Service Commission hereby appoints the person named in the first column to be District Magistrate with power to hold a Magistrate's Court of the Second Class and assigns him to the districts named in the second column, with effect from 29th September, 1976.

Name	District
Ruth Nekoye Sitati	Nairobi, Kiambu and Kajiado

Dated this 30th day of September, 1976.

JAMES WICKS,
Chairman,
Judicial Service Commission.

GAZETTE NOTICE NO. 2989

JUDICIAL SERVICE COMMISSION
THE MAGISTRATE'S COURTS ACT, 1967

(No. 17 of 1967)

ASSIGNMENTS

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

SAMMY RONNIE OMUTITI ANYANZWA, a District Magistrate empowered to hold a Magistrate's Court of the Second Class, is assigned to the Lamu and Tana River Districts,

with effect from 1st October, 1976, in addition to the Mombasa, Kilifi, Kwale and Taita/Taveta Districts, by Gazette Notice No. 2735/1976.

SAMUEL ODHIAMBO OGUK, a District Magistrate empowered to hold a Magistrate's Court of the Second Class, is assigned to the Turkana and Elgeyo/Marakwet Districts, with effect from 1st October, 1976, in addition to the Trans Nzoia, West Pokot, Uasin Gishu and Bungoma Districts by Gazette Notice No. 2793/1976.

Dated this 1st day of October, 1976.

JAMES WICKS,
Chairman,
Judicial Service Commission.

*G.N. 3606/1967.

GAZETTE NOTICE NO. 2990

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

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

NJOROGE MBUGUAH

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

Dated this 4th day of October, 1976.

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

GAZETTE NOTICE NO. 2991

THE REGISTRATION OF PERSONS ACT
(Cap. 107)

CANCELLATION OF REGISTRATION AS REGISTRATION OFFICER

IN EXERCISE of the powers conferred by subsection (2) of section 4 of the Registration of Persons Act and of all other powers thereunto enabling me, I hereby cancel the appointment of—

FRANCIS R. GITAU
as Registration Officer.

Dated this 16th day of September, 1976.

P. M. OKUMU,
Principal Registrar.

GAZETTE NOTICE NO. 2992

THE WEIGHTS AND MEASURES ACT
(Cap. 513)

NOTICE TO TRADERS

AN Inspector of Weights and Measures will open a Stamping Station at the places mentioned hereunder for the purpose of assizing and stamping traders' weighing and measuring apparatus on the dates stated.

2. All traders within a radius of twenty kilometres of the places mentioned are required, under the provisions of the Weights and Measures Act (Cap. 513), to produce to the Inspector of Weights and Measures all weights, measures of length and capacity, and weighing instruments which they have in use for trade, for verification and stamping.

3. Only weighing instruments the weighing capacity of which exceeds 500 kg. or which are of permanently fixed nature or delicate construction will be assized in "situ". Traders in possession of such instruments may comply with this notice by notifying the Inspector of Weights and Measures in writing as to type, maximum weighing capacity and location of the said instruments not later than one week preceding the date notified in the column hereunder:—

COLUMN 1	COLUMN 2	COLUMN 3
Address of Inspector to which notification under paragraph 3 should be sent	Place	Date on which apparatus is to be produced
The Provincial Inspector, Weights and Measures Department P.O. Box 331, Kisumu	Bungoma District	11th October, 1976. 12th October, 1976. 13th October, 1976. 14th October, 1976.
	Busia District	15th November, 1976. 16th November, 1976. 17th November, 1976. 18th November, 1976, (Morning.) 18th November, 1976, (Afternoon.)
	Bumala ..	19th November, 1976.
	Busia Town ..	
	South Nyanza District	6th December, 1976. 7th December, 1976. 8th December, 1976. 9th December, 1976.
	Ntimaru ..	
	Kihancha ..	
	Mohuru Bay ..	
	Macalder Mines..	

P. A. AYATA,
Superintendent of Weights and Measures.

GAZETTE NOTICE No. 2993

CAREERS IN THE UNITED NATIONS SECRETARIAT

APPLICATIONS are invited from suitably qualified Kenya citizens wishing to be considered, along with others, for appointment in the United Nations Secretariat as indicated below.

Applications with detailed curriculum vitae from civil servants should be channelled through their Permanent Secretaries and addressed to the Permanent Secretary/Director of Personnel Management, P.O. Box 30050, Nairobi, to reach him seven days prior to the applications deadline for each vacancy. Applications from non-civil servants should be addressed direct to the Recruitment Programmes Section, Office of the Personnel Services, United Nations, New York, NY-10017.

1. Systems Officer

Vacancy No.—76-170-VI.

Salary scale.—From \$US 20,855 net depending on qualifications.

Duty station.—Vienna.

Entry on duty.—January, 1977.

Applications deadline.—21st October, 1976.

Qualifications.—Advanced university degree in Business Administration plus five years' experience of rationalization methods, preferably in connection with public administration (programme budget). A higher level degree (Ph.D. or equivalent) may be substituted for two years' professional experience. Candidates with a first level university degree and at least seven years of experience may be considered.

Fluency in English or French.

2. Classification Officer

Vacancy No.—76-172-VI.

Salary scale.—From \$US 25,000 net depending on qualifications.

Duty station.—Vienna.

Entry on duty.—January, 1977.

Applications deadline.—21st October, 1976.

Qualifications.—Advanced university degree in Public or Business Administration including courses in Personnel Administration. Knowledge of the theoretical aspects of job classification

and eight years' experience in formal job classification programmes, in conducting salary surveys and developing salary tables. A higher level degree (Ph.D. or equivalent) may be substituted for two years' professional experience. Candidates with first level university degree and at least ten years of experience may be considered. Experience in personnel and management activities an advantage.

Fluency in English or French. Working knowledge of the other and German desirable.

3. Economic Affairs Officer

Vacancy No.—76-160-NY.

Salary scale.—From \$US 19,215 net depending on qualifications.

Duty station.—New York.

Entry on duty.—December, 1976.

Applications deadline.—15th October, 1976.

Qualifications.—Advanced university degree in Economics plus five years' experience in a developing country. A higher level degree (Ph.D. or equivalent) may be substituted for two years' professional experience. Candidates with a first level university degree and at least seven years' experience may be considered.

Fluency in English or French.

4. Assistant Director—Branch for Social Development

Vacancy No.—76-167-NY.

Salary scale.—From \$US 31,055 net depending on qualifications.

Duty station.—New York.

Entry on duty.—December, 1976, or earlier.

Applications deadline.—15th October, 1976.

Qualifications.—Advanced university degree in Social Sciences and extensive experience in policy-oriented research, particularly on issues and problems of social development in developing countries.

Fluency in English or French and working knowledge of one of the other official languages.

5. Transnational Corporations Affairs Officer

Vacancy No.—76-168-NY.

Salary scale.—From \$US 23,050 net depending on qualifications.

Duty station.—New York.

Entry on duty.—January, 1977.

Applications deadline.—15th October, 1976.

*N.B.—Post subject to budgetary approval.

Qualifications.—Advanced university degree in Economics plus eight years' experience in matters related to transnational corporations, including demonstrated ability in analytical work and in advising governments of developing countries. A higher level degree (Ph.D. or equivalent) may be substituted for two years' professional experience. Candidates with first level university degree and at least 10 years of experience may be considered.

Fluency in English or French. Working knowledge of another official language of the United Nations desirable.

6. Economic Affairs Officer

Vacancy No.—76-151/GU/Rev.

Salary scale.—From \$US 20,505 net depending on qualifications.

Duty station.—Geneva.

Entry on duty.—December, 1976, or earlier.

Qualifications.—Advanced university degree in Economics, Engineering or a related subject plus two years' professional experience in port operations. A higher level degree (Ph.D. or equivalent) may be accepted as qualifying without relevant work experience. Candidates with a first level university degree and at least four years of exceptionally relevant professional experience may be considered. Appointment at the higher level may be authorized for candidates with qualifications or experience of special value and above the normal entry requirements.

Fluency in English or French; knowledge of Spanish indispensable.

7. Social Affairs Officer*Vacancy No.—76-154-NY.**Salary scale.—From \$US 23,050 net depending on qualifications.**Duty station.—New York.**Entry on duty.—December, 1976, or earlier.**Applications deadline.—15th October, 1976.*

Qualifications.—Advanced university degree in the Social Sciences, Public Administration or related fields plus eight years' experience. A higher level degree (Ph.D. or equivalent) may be substituted for two years' professional experience. Candidates with first level university degree and at least two years of experience may be considered. Experience in the legislative processes of the United Nations system and an over-all comprehension of the major developmental issues which the organization is called upon to deal with an asset. Knowledge of programme planning and budgeting procedures as applied in the United Nations an advantage.

Fluency in English or French and a working knowledge of another official language.

8. Industrial Development Officer*Vacancy No.—76-165-VI.**Salary scale.—From \$US 25,000 net depending on qualifications.**Duty station.—Vienna.**Entry on duty.—December, 1976, or earlier.**Applications deadline.—15th October, 1976.*

Qualifications.—Advanced university degree in Economics plus eight years' experience in a developing country in analysis, formulation and administration of industrial development policies together with the related technology policies. A higher level degree (Ph.D. or equivalent) may be substituted for two years' professional experience. Candidates with first level university degree and at least 10 years of experience may be considered. Appointment at the higher level may be authorized for candidates with qualifications or experience of special value and above the normal entry requirements. Some practical experience in the regulation of import of technology and in the development of programmes for identifying and disseminating information on technologies from developing and developed countries.

Fluency in English or French. Knowledge of the other and Spanish an asset.

9. Programmer*Vacancy No.—76-158-NY.**Salary scale.—From \$US 15,785 net depending on qualifications.**Duty station.—New York.**Entry on duty.—December, 1976, or earlier.**Applications deadline.—15th October, 1976.*

Qualifications.—Advanced university degree in an appropriate discipline plus two years' professional experience in programming. Candidates with a first level university degree and at least four years of exceptionally relevant professional experience may be considered. Fully competent ability to use either COBOL or FORTRAN, with some beginning knowledge of the language which is not mastered or of PL/I. Skills in the use of the facilities of an operating system are needed, as well as some knowledge of the use of one or more access methods. Familiarity with statistical information systems an asset.

Fluency in English or French with a good working knowledge of the other.

10. Administrative Officer (Languages)*Vacancy No.—76-173-NY.**Salary scale.—From \$US 19,215 net depending on qualifications.**Duty station.—New York.**Entry on duty.—December, 1976, or earlier.**Applications deadline.—15th October, 1976.*

Qualifications.—Advanced university degree in Linguistics and five years of administrative experience. A higher level degree (Ph.D. or equivalent) may be substituted for two years of professional experience. Candidates with a first level university degree and at least seven years of experience may be considered. Familiarity with current linguistic theory including test construction and the validation and normalization of testing techniques.

Fluency in English and French. Knowledge of other United Nations official languages desirable.

11. Economic Affairs Officer*Vacancy No.—76-176-GC.**Salary scale.—From \$US 29,420 net depending on qualifications.**Duty station.—Geneva.**Entry on duty.—January, 1977, or earlier.**Applications deadline.—5th November, 1976.*

Qualifications.—Advanced university degree in Economics plus eight years' experience in empirical economic research work and the application of economic analysis to problems of economic policy. A higher level degree (Ph.D. or equivalent) may be substituted for two years' professional experience. Candidates with first level university degree and at least 10 years of experience may be considered. Appointment at the higher level may be authorized for candidates with qualifications or experience of special value and above the normal entry requirements. Good knowledge of the institutions and working of the economy in the Eastern European countries.

Fluency in English or French with demonstrated drafting ability. Knowledge of Russian or any East European language an advantage.

12. Economic Affairs Officer*Vacancy No.—76-179-SC.**Salary scale.—From \$US 19,570 net depending on qualifications.**Duty station.—Santiago.**Entry on duty.—January, 1977, or earlier.**Applications deadline.—5th November, 1976.*

Qualifications.—Advanced university degree in Economics or Engineering plus eight years' experience in economy and energy planning. A higher level degree (Ph.D. or equivalent) may be substituted for two years' professional experience. Candidates with first level university degree and at least 10 years of experience may be considered. Appointment at the higher level may be authorized for candidates with qualifications or experience of special value and above the normal entry requirements.

Fluency in Spanish or English or French.

13. Information Officer*Vacancy No.—76-155-NA/Rev.**Salary scale.—From \$US 13,805 net depending on qualifications.**Duty station.—Nairobi.**Entry on duty.—January, 1977, or earlier.**Applications deadline.—5th November, 1976.*

Qualifications.—University degree in Journalism or related subject plus four years' experience, preferably in multi-media journalism. An advanced university degree may be substituted for two years' experience.

Fluency in English or French and Spanish with drafting ability; knowledge of other official languages of the United Nations an advantage.

14. Economic Affairs Officer*Vacancy No.—76-166-BA.**Salary scale.—From \$US 16,295 net depending on qualifications.**Duty station.—Bangkok.**Entry on duty.—April, 1977.**Applications deadline.—28th October, 1976.*

Qualifications.—Advanced university degree in Geology, Mining or Economics plus five years' experience in the exploration and development of mineral resources. A higher level degree (Ph.D. or equivalent) may be substituted for two years' professional experience. Candidates with a first level university degree and at least seven years of experience may be considered.

Fluency in English or French with drafting ability. Knowledge of other languages an asset.

15. Economic Affairs Officer*Vacancy No.*—76-174-NY.*Salary scale.*—\$US 19,215 net depending on qualifications.*Duty station.*—New York.*Entry on duty.*—December, 1976, or earlier.*Applications deadline.*—28th October, 1976.

Qualifications.—Advanced university degree in Economics, with training in general economic theory, international trade and finance. Five years' experience in empirical work related to international finance and money. A higher level degree (Ph.D. or equivalent) may be substituted for two years' professional experience. Candidates with a first level university degree and at least seven years of experience may be considered. Appointment at the higher level may be authorized for candidates with qualifications or experience of special value and above the normal entry requirements. Ability to produce technical research reports. Work experience with national or international monetary or financial organizations highly desirable.

Fluency in English or French. Working knowledge of the other or Spanish desirable.

16. Industrial Development Officer (Agricultural Machinery and Implements)*Vacancy No.*—76-175-VI.*Salary scale.*—From \$US 20,855 net depending on qualifications.*Duty station.*—Vienna.*Entry on duty.*—December, 1976, or earlier.*Applications deadline.*—28th October, 1976.

Qualifications.—Advanced university degree in Mechanical Engineering plus five years' experience in design and production of agricultural machinery and implements. A higher level degree (Ph.D. or equivalent) may be substituted for two years' professional experience. Candidates with a first level university degree and at least seven years of experience may be considered. Appointment at the higher level may be authorized for candidates with qualifications or experience of special value and above the normal entry requirements. Experience in developing countries highly desirable.

Fluency in English and French. Facility in the other language and knowledge of Spanish desirable.

17. Economic Affairs Officer*Vacancy No.*—Recirc. 1, 74-216-SC.*Salary scale.*—From \$US 16,295 net depending on qualifications.*Duty station.*—Santiago.*Entry on duty.*—December, 1976, or earlier.*Applications deadline.*—28th October, 1976.

Qualifications.—Advanced university degree in Economics plus five years' experience in conducting industrial economics research. A higher level degree (Ph.D. or equivalent) may be substituted for two years' professional experience. Candidates with a first level university degree and at least seven years of experience may be considered. Knowledge of the Latin American region an advantage.

Fluency in Spanish or French. Knowledge of another language an asset.

18. Economic Affairs Officer*Vacancy No.*—Recirc. 1, 76-112-GU.*Salary scale.*—From \$US 24,565 net depending on qualifications.*Duty station.*—Geneva.*Entry on duty.*—January, 1977.*Applications deadline.*—28th October, 1976.

Qualifications.—Advanced university degree in Economics, preferably with specialization in trade and development problems plus five years' experience. A higher level degree (Ph.D. or equivalent) may be substituted for two years' professional experience. Candidates with a first level university degree and at least seven years of experience may be considered. Experience in organizing international meetings desirable.

Fluency in English or French with a good working knowledge of the other. Some Spanish or Russian desirable. Excellent drafting ability.

19. Deputy Director, ECLA Mexico Office*Vacancy No.*—76-180-SC.*Salary scale.*—From \$US 25,590 net depending on qualifications.*Duty station.*—Mexico.*Entry on duty.*—January, 1977, or earlier.*Applications deadline.*—5th November, 1976.

Qualifications.—Advanced university degree in Economics plus 13 years' experience in the planning and the supervision of research projects, in the preparation of reports, and in negotiations with Governments and international agencies as well as international conferences. A higher level degree (Ph.D. or equivalent) may be substituted for two years' professional experience. Candidates with first level university degree and at least 15 years of experience may be considered.

Fluency in Spanish and working knowledge of English or French.

GAZETTE NOTICE NO. 2994

THE MINING REGULATIONS

(Cap. 306, Sub. Leg.)

ABANDONMENT OF EXCLUSIVE PROSPECTING LICENCE

NOTICE is hereby given in accordance with the provisions of regulation 32 (2) of the Mining Regulations that the under-mentioned Exclusive Prospecting Licence has been abandoned.

Registered holder.—Mineral Prospecting (K) Ltd.*No.*—163.*Area.*—420 sq. km.*Locality.*—Mandera District of North-Eastern Province.*Minerals.*—Precious stones (including diamonds).*Date of abandonment.*—20th August, 1976.

Dated this 2nd day of October, 1976.

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

GAZETTE NOTICE NO. 2995

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.

Place.—Taru, near Mackinnon Road in Kwale District.*Purpose.*—Railway Quarry Reserve.

An area of 118.27 hectares or 292.255 acres approximately situated west of Taru Railway Station, and more particularly described as follows:—

Commencing from Point A which is a Railway Sleeper and is 310 metres to the west of Taru Railway Station;

thence on a bearing of $181^{\circ} 16' 56''$ for 1,386.77 metres to Point B, a Railway Sleeper;

thence on a bearing of $282^{\circ} 56' 09''$ for 1,021.03 metres to Point C, a Railway Sleeper;

thence on a bearing of $9^{\circ} 44' 37''$ for 1,193.52 metres to Point D, a Railway Sleeper;

thence on a bearing of $91^{\circ} 16' 56''$ for 823.82 metres back to the starting Point A.

All bearings given above are true.

A plan of the area may be inspected at the offices of the Regional Manager (Kenya) of the East African Railways Corporation, Nairobi, and the Department of Lands, Harambee Avenue, P.O. Box 30089, Nairobi.

Dated at Nairobi this 20th day of September, 1976.

J. R. NJENGA,
Commissioner of Lands.

GAZETTE NOTICE No. 2996

THE LAND ACQUISITION ACT, 1968

(No. 47 of 1968)

NOTICE OF INTENTION TO ACQUIRE LAND

IN PURSUANCE of section 6 (2) of the Land Acquisition Act, 1968, I hereby give notice that the Government intends to acquire the following land for the South Nyanza Sugar Scheme in South Nyanza District:—

SCHEDULE

KAMASOGA SUB-LOCATION

Plot No.	Registered Owner	Area to be Acquired in Hectares
1	Panaito Migunda Akoko	25.2
2	Fanuel Oindo	0.6
4	Otiendo Oyombe	2.8
5	Panaito Migunda Akoko	5.7
6	Ogila Akuno	6.2
7	Miruka Okelo	9.4
8	Alos Okelo, Migoti Owuor and Joseph Mola	9.0
9	Jacob Orimba, Musa Owuor and Patroba Odiko Kiliara Oolo	30.5
10	Apondi Jawichire and Johana Jawichire	9.0
11	Joseph Oduol, Ibrahim Oluoch Njiwe, Hesbon Obare and Isaya Owino	7.0
12	Mbuche Ogodo	4.8
13	Joshwa Opiyo	2.8
14	Mwai Ogodo	9.4
15	Ayuar Olaja	11.8
16	Raphael Aput Opei	3.0
17	Odienmo Kwandia	3.6
18	Achieng Odiemo, Odiemo Achieng and Lusi Achieng	8.4
19	Ochieng Andere	2.4
20	Johnness Ayieta	7.4
21	Amolo Ondiek } Ogutu Ondiek }	22.0
1057	S.N.C.C.	0.6
1058	Daniel Anyiko Andere	7.4
22	Charles Owala and Okech Owala	0.1
23	Okoth Ngare	2.77
24	Onyango Ngare and Elmand Achar	1.6
25	Okoth Ouko	5.0
26	Morris Toto	2.8
27	Isaya Omolo Nyayal	4.0
28	Miare Nyayal	3.2
29	S.N.C.C.	0.13
30	Dalmas Ooko Oloo and Joseph Otieno Oloo	1.7
31	Ouma Omolo and Odindo Omolo	3.4
32	Amara Obat, Odang Obat, Samson Oloo Onyango and Nelson Owuor Onyango	12.4
33	Toto Onyango	1.6
34	Barack Ouma	1.9
35	Alex Okelo Onyango	1.4
36	Leunadus Gwada Onyango, Gabriel Toto Gwada and Johnes Onyango Gwada	3.0
37	Nyabola Onyange and Penina Akumu Nyabola	3.8
38	Joshua Oder	3.0
39	Odongo Okomo	3.4
40	Onyango Okumu, Ochieng Onyango, Obewa Anyango and Abogo Anyango	5.4
41	Omwenyo Okumu	3.6
42	Sospeter Ochieng	8.0
43	Andrew Juma Kare, Philip Riako Kare, Francis Odul Kare and Peter Ochieng Kare	10.2
44	Benson Odongo	9.4
45	Jackonia Malago	2.2
46	Daniel Oyar, Esau Malago and Solomon Ochieng	12.2
47	S.N.C.C.	0.18
48	Enos Njiri Omlewa	5.2
49	Fanuel Ochieng Okumu and Cosmas Bala	6.0
50	Okech Okumu, Samwel Otieno, Manase Okumu and Baridi Oyoo	5.7
51	S.N.C.C.	0.13
52	Anyango Okomo	0.7
53	Oganda Akoro	1.8
54	Joshia Odongo Owiro	4.8
55	Okech Okumu, Samwel Otieno, Manase Okumu and Baridi Oyoo	5.7
56	S.N.C.C.	0.18
57	Ismail Owiro Akoko	3.6
58	Nalo Ondiek and Omolo Ondiek	1.5

SCHEDULE—(Contd.)
KAMASOGA SUB-LOCATION—(Contd.)

Plot No.	Registered Owner	Area to be Acquired in Hectares
78	Meshack Odiiena Owiro	19.5
79	Arwa Oyoo	0.19
80	Abuor Oyoo and Owato Njiri	2.2
81	S.N.C.C.	0.16
82	Arege Akoko, Akoko Arege and Adongo Arege	6.4
83	Guche Owiro	3.8
84	Ebel Orogoo	1.1
85	Peter Akoko Okombo	3.2
86	Ogalo Owayo	—
94	Akoko Odiango	0.50
95	Onditi Akoko	0.80
96	Nashon Oluma Okombo and Nandi Oduma	10.2
97	Robert Otieno Owiro	4.2
98	Ezekiel Mado Ogwang	4.2
100	S.N.C.C.	5.0
101	S.N.C.C.	2.0
102	S.N.C.C.	0.18
103	S.N.C.C.	4.6
112	Catholina Mbuer Olilo and Magalita Mesha Olilo	2.2
113	Ogola Ogutu	6.6
114	Okombo Aenda and Jackton Okombo	6.4
115	Angira Dulo	11.50
116	Ondiale Okumu	12.80
120	Peter Aura Mwodo	4.0
121	Okeke Omwodo	4.6
122	Angweso Omwodo	4.2
123	Ogola Omwodo	4.2
124	Osuago Riwa	1.6
125	Nyaake Ongudi	3.2
126	Johnes Obambo Achal	7.2
127	Were Okelo	2.0
128	Atula Omolo	2.2
129	Mbero Owaga	2.0
130	Maricus Abiero and Palmas Olaka	2.6
131	Apiyo Odhiambo	2.2
132	Araka Odhiambo	2.6
133	Miruka Oluoch	6.4
134	Oluoch Oganda and Oganda Oyieko	6.0
136	Ojuok Agawo	6.0
137	Ojuok Guche and Achuola Guche	2.8
138	Otieno Okombo	2.6
139	Elia Odongo Owira	0.9
140	Robert Otieno Owira	4.6
142	Joas Rapemo	1.4
143	Onditi Akoko	1.6
144	Jeremia Akoko Owiro	5.2
145	Jotham Agutu	3.8
146	Owuor Daya, Odogo Daya and Joseph Olero	4.8
147	Odooy Ranen and Wauda Ranen	5.4
148	Nafatali Odongo Orero	9.0
149	Johnson Opiyo	5.3
151	Christopher Otondi	3.6
152	S.N.C.C.	0.20
153	Odundo Nyateng'	14.6
154	Ochocho Obondo and Joshua Opege Obondo	7.0
155	Peter Omolo and Odeng Omolo	4.0
156	S.N.C.C.	0.22
157	Richard Nyakite	3.2
158	Daves Omolo and Okombo Obondo	2.0
159	Bonyo Nyamwanda	14.2
160	Okongo Waganga	1.4
161	Ayoko Omwanga	1.4
162	Odhambo Ayodo	0.9
163	Marikos Abiero	0.42
164	Changwe Onguru	1.50
165	Gumbo Owuocha	3.40
166	Marikus Ngong' Ongodi	1.3
167	George Otieno Owuoch	1.6
168	James Agutu	1.2
169	Otieno Owenga and John Owenga	1.2
170	Ayodo Ode	1.3
171	Oding Gombo	2.8
172	Akiinyi Odong' and Odiedo Odong'	2.8
173	Marikus Ndong Ongudi	2.0
174	Odeng Ouko, Owino Okuko, Okoth Ouko and Ombewa Ouko	13.4
175	S.N.C.C.	0.11
177	Kesia Okelo Muga	1.11
179	Okombo Okoko, Odiek Okoko and Ogando Okoko, Aeda Okoko and Onditi Okoko	1.5
180	Mijuek Oganda	2.6
181	Gidion Akumu and Robedea Aoko	4.4
182	Crispo Otieno Okech	6.8
183	Nyatuga Matui, Odondi Nyatuga, Abendo Nyatuga, Mboga Nyatuga and Akech Nyatuga	2.6

SCHEDULE—(Contd.)

KAMASOGA SUB-LOCATION—(Contd.)

Plot No.	Registered Owner	Area to be Acquired in Hectares
184	Keya Aguko and Ogang Keya	1.9
185	Olande Aguko	1.2
186	Nyakite Aguko, Oganga Nyakite and Ogutu Nyakite	1.4
187	Wilson Otuol Midua and Peter Douglas Misua Otuol	9.8
188	Philomon Muga Nyakite	6.0
189	Onyango Okiro	0.7
190	Johnson Omolo Owiro	3.6
191	S.N.C.C.	0.5
192	Shem Otieno Olang	2.8
193	Hezron Omuga	1.0
194	Opiyo Nyagaya	8.0
195	Okoth Oyie	1.6
196	Washington Gor Ongodi and Absalom Mboya	4.3
197	Mboya Opande	2.4
198	Osiga Oluoich, Samwel Opiyo, Edward Midua and Robert Ojwang	5.0
199	Solomon Juma	2.8
200	Dishon Liech Gegere, Martin Odasia and Orwa Gegere	2.7
201	S.N.C.C.	1.7
202	Joel Onyango	1.1
203	Jacob Oluoich and John Owuor	4.7
204	Ochieng Oluenge	1.4
205	Daniel Ombeso, Omonge Ombeso, Peter Okondo Odindo, Odero Ombeso and Samwel Adera Ombeso	2.8
206	Hezron Omuga Chido, Daniel Okumu Omuga, Walter Mboya Omuga, Eliud Ndago Omuga and James Kinasa	11.4
207	Ochieng Olwenge	5.4
208	Mathew Dang Midua	12.4
220	Sospeter Owuor Onoka	11.8
209	S.N.C.C.	0.16
210	S.N.C.C.	0.16
211	Nyatonga Matui, Joel Okeyo Nyatoga Patrick Obooo, John Juma and Joshua Otieno	5.4
213	S.N.C.C.	0.14
214	S.N.C.C.	0.5
215	S.N.C.C.	0.23
216	Pagot Owiro and Abedenego Onyango Owiro	21.0
217	Painato Migondo Akoko	10.8
218	Baranaba Adongo Opundo	3.2
219	Isack Okeyo	3.0
222	John Omolo Onoka	4.6
223	Christopher Ouko Onoka and Elisha Wauda	4.6
224	Jackton Onana Oraro	1.9
225	Elnathan Okumu Onyango	5.0
226	Okumu Akoth	4.4
227	Anduru Achar	0.8
228	Okoth Akoth	0.8
229	Samwel Onoka Akoth	2.6
230	Omwono Akoth	1.8
320	Orero Owino	2.4
321	James Odhiambo Orondo	0.6
322	Charles Oloo Ojwang, Ouko Ojwang and Joseph Opiyo Owira	3.6
324	Ogur Otiro and Ojuok Sulwa	0.5
346	Peter Ogara and Jomo Ongudi	1.1
347	Wilson Ogutu	2.0
348	Owino Ongudi, Elekiah Ndago and Aneko Ongudi	0.05
349	Daniel Okumu	3.0
350	Jacob Oluoich	0.6
351	Rasto Chure	0.5
371	Samson Henry Oromo Owiro	2.9
372	Samson Henry Oromo Owiro	0.4
373	Kanedi Owiro	5.4
374	Amos Okoyo Owiro	2.0
375	Samwel Akumu Owiro	1.9
376	James Otieno Owiro	1.8
377	Bernard Ogalo Owiro	2.0
421	S.N.C.C.	3.8
485	Ligawa Amolo	0.9
515	Ismael Owiro and Johnson Omolo Owiro	3.4
516	Robert Otieno Owiro	0.5
558	Elijah Adongo Owiro	2.1
559	Nathaniel Ochieng Owiro	1.9
560	Zakaria Onyango Owiro	1.2
561	Joas Rapemo Owiro	1.4
562	Joseph Owiiti Owiro	3.2
585	Nashon Ochieng	1.0
586	Joshua Abade Owiro	2.8
587	Oludhe Ahoro	2.2
588	Akoth Araro	5.0
		3.6

SCHEDULE—(Contd.)

KAMASOGA SUB-LOCATION—(Contd.)

Plot No.	Registered Owner	Area to be Acquired in Hectares
603	George Owuor Ongonga	0.8
712	...	0.27
713	...	—
714	...	—
715	...	—
716	...	—
717	...	0.3
718	...	0.3
719	...	0.3
720	...	0.3
712	...	0.2
722	...	0.2
723	...	—
1020	...	0.57
1023	...	—
1024	...	—
1025	...	—
1033	...	—
1034	...	—
1035	...	—
1049	...	—
1050	...	—
1053	...	—
1057	...	—
1058	...	—
1060	...	—
1064	...	—
1065	...	—
1066	...	—
1070	...	—
1071	...	—
1072	...	—
1073	...	—
1074	...	—
1075	...	—
1076	...	—
1077	...	—
1084	...	—
1097	...	—
1098	...	—
1099	...	—
1100	...	—
1101	...	—
1103	...	—
1104	...	—
1106	...	—
1112	...	—
1113	...	—
1130	...	—
1131	...	—
1132	...	—
1133	...	—
1134	...	—
1135	...	—
1136	...	—
1137	...	—
1181	...	—

WAWARE SUB-LOCATION

Plot No.	Registered Owner	Area to be Acquired in Hectares
12	Kwase Ojwang	1.8
13	Wadeya Ojwang	1.8
14	Dickson Ooro	2.1
15	Alfayo Okombo	3.6
16	Abok Ochieng	1.4
25	James Audo	2.2
26	Wasonga Abiero	1.9
27	Oluoch Okeyo	6.4
28	Ndege Okeyo	2.8
29	Simeon Owuor	1.1
31	Mgimba Adue	10.8
33	Abeaka Nyaongo	2.2
35	Pambo Ochieng	3.0
36	Shem Owato	14.68
50	Otieno Ojwang	1.6
52	Oliech Owuor	6.0
53	Ezron Angulo	3.4
54	Owuor Okeyo	2.8
55	Abraham Omolo	4.0
56	Ogalo Okeyo	3.6
57	Okeyo Nyengo	3.2
58	Ojambi Sumba	0.9
59	Odongo Okeyo	1.4
60	Juma Ongoro	2.4
61	Odoyo Owuor	7.2
62	Ooko Warimwa	3.2

SCHEDULE—(Contd.)

WAWARE SUB-LOCATION

Plot No.	Registered Owner	Area to be Acquired in Hectares
63	Opiyo Ong'utu	2.2
64	Odieny Ong'utu	1.6
65	Obongo Midhembe	1.2
66	Ogusa Midhembe	2.0
67	Onyango Midhembe	3.0
68	Aoko Migoma and Oyolo Migoma	3.0
69	Ayany Migoma and Ochola Migoma	4.4
70	Otieno Ong'utu	1.3
82	Rosha Nyagilo	1.5
83	Isack Orege	1.9
84	Osingo Okelo	0.9
85	Odigo Okelo	0.9
86	Oongo Okelo	2.0
87	Silphano	5.2
88	Richard Odhiambo	2.4
89	Dismas Ounga	2.6
90	Oumbo Oweke	1.6
91	Elisha Onyango	0.8
92	John Otieno	3.0
93	Kosma Orwa	0.9
94	Susana Ayalo	1.9
95	Barack Odira	1.6
96	Sabestiano Ochuodho Osiru	4.8
97	Benjamin Omwaga	20.5
98	Manaso Odongu	7.2
99	Kristopher Odare	11.0
100	Abisalom Samba	3.8
101	Abonyo Onge	5.4
102	Japhan Manga	2.2
103	Odhiambo Onge	4.0
130	Dimo Ongata	4.8
131	Ezra Misasa	15.5
132	Odinge Odera	5.2
133	Ouko Orwa	12.0
148	Charles Onyango	4.6
149	Zadock Odanga	7.0
150	Dache Ojambi	2.2
151	Awika Ojambi	2.55
152	Nathaniel Agwanda	1.0
153	Roa Ojambi	2.2
154	Omolo Ouma	3.2
155	Odoyo Ojambi	15.5
160	S.N.C.C.	0.07
162	S.N.C.C.	0.14
164	Ismael Mijungo	3.2
167	Silvanus Opiyo Chacha	0.85
169	Opandy Okwiri	4.4
170	Abakuk Otieno	3.4
171	Nehemia Okinyi	15.5
172	Jeremiah Kamala	8.0
185	William Odero Ochola or William Adero	12.6
186	Susan Nyawede	4.8
187	Joshat Orwa	9.0
188	Ojusa Nyayieyi	6.6
189	Okeyo Nyayieyi	5.0
190	Jeremia Onyango	2.6
191	Odundo Nyayieyi	3.6
192	Ongoro Nyayieyi	7.6
193	Odoyo Ojambi	0.7
208	Odwar Misweta	0.9
210	Filomon Owuor	2.4
211	Erasmus Opiyo	2.8
215	Albert Otieno	7.0
216	Ogada Jamwa	5.0
217	Owuor Otieno	1.6
218	Lucas Andelo	2.2
219	Sabastiano Ochuodho Osiru	1.4
265	Iginasio Ayako	7.6
266	Daniel Akelo	2.2
267	Mikwa Onyango	1.2
268	Okumu Chupe	0.3
275	Richard Oyugi Nyawire	2.9
289	Tete Opiyo	1.1
297	Mathia Odote	1.7
298	Olik Nyayieyi	7.8
299	Makaya Odhiambo	10.4
300	Yogo Obegi	10.8
301	Joseph Osunga	4.2
302	Jared Majela	6.6
303	Girshon Odare	7.2
304	William Okombo	5.6
305	Apollo Wakiaga	0.7
306	Pongo Mosasa	3.0
307	Airo Misasa	1.6
308	Naftali Oyugi	2.0
309	William Adinda	6.4
310	Wilson Ongong	4.8
311	Thomas Otieno	0.5
312	Zacharia Mwindi	7.2
313	Daniel Otieno	1.6
314	Hezbon Mwanga	3.6
315	Harrison Nyagilo	2.4
316	Robert Achacha	8.0
317	Hezekia Abogino	2.4

SCHEDULE—(Contd.)

WAWARE SUB-LOCATION

Plot No.	Registered Owner	Area to be Acquired in Hectares
318	John Achacha	0.7
319	Akech Agonda	1.7
320	Ogutu Agonda	1.2
321	Nicolaus Okelo	4.2
323	Charles Ong'utu	5.6
343	S.N.C.C.	0.5
347	Elijah Gor	4.2
348	Japhet Adoyo	2.4
349	David Owiti	2.6
350	Thomas Mwango	6.6
362	Gogo Oganda	4.0
364	Alphonse Ouma	3.0
365	Nundu Okaya	8.0
366	Shem Okech	2.2
367	David Abaja	2.6
368	Joseph Abaja Nguka	12.2
369	Nashon Owuor	3.0
381	Adoma Opiyo	2.8
384	Susana Oluoch	3.2
385	Kiriri Oredo	3.6
386	Ochore Oundo	3.4
388	Wuon Nyakundi Otieno	3.6
389	Ayugi Opiyo	5.0
390	Ngari Maina	1.1
391	John Otieno	0.9
392	Wilson Okinyi	0.9
393	S.N.C.C.	0.2
394	Odongo Oundo	3.0
395	Oundo Ogilo	1.8
396	Joseph Siraya	4.4
397	Opere Ononi	7.2
398	Okweng Ogilo	1.2
399	Odago Ondisio	7.8
400	Onyango Mitware	7.2
401	Silvanus Opiyo	1.7
402	Odira Osiru	0.8
403	Okumu Oyier	1.8
404	Charles Okumu	1.4
405	John Wagumba	0.7
406	Patrick Okumu	1.4
407	Nelson Okangi	2.6
408	Nyagaya Onyango	1.0
409	Nyamwanji Onyango	1.6
410	Ondondi Onyango	2.0
411	Okambo Onyango	2.2
412	Joshua Akech	4.0
413	Joshua Milenye ½ share, Patroba Owich ½ share.	3.0
511	Sailas Ouma	2.2
512	Mishael Okelo	1.6
513	Okumu Ogonda	3.2
514	Joshua Ndonga	1.2
515	Martin Ongalo	1.5
516	Osewe Ogalo	1.7
517	Waguma Osiru	0.9
518	Ondigo Omolo	0.8
519	Oweke Osiru	1.4
520	Cosmas Orwa	1.2
521	Miganda Madiri	4.4
522	Pius Adiro	0.8
523	Elijah Owino	3.6
524	Gilbert Ogweno	2.8
525	Meshack Atonga	7.8
526	Ouko Jamwa	4.0
527	Aser Abado	10.6
528	Ogalo Aduo	5.4
529	Eliash Onyango	0.6
530	James Odira	3.4
531	Omolo Okelo	1.9
532	Joel Ojwang'	2.0
533	Odhambo Ogalo ½ share, Limumba Ogalo ½ share.	2.8
534	George Oremo	0.17
535	Oloo Ojambi	1.1
536	George Owako	0.49
537	Johnson Ezra Achola	3.0
538	Gideon Wata	2.8
539	S.N.C.C.	1.3
540	Ogunde Obiero	0.5
541	Odongo Madiri, Otieno Muganda	2.9
542	Jacob Awiti	1.2
543	Osusu Odundo	3.2
544	S.N.C.C.	0.03
545	Odongo Sika	1.2
546	Tito Otieno	0.05
547	S.N.C.C.	4.0
548	Solomon Milenye	0.46
549	Joseph Sirawa	3.4
550	Warren Orowe Oganda	4.6
551	Erasto Siro Oganda	4.6
552	Mariko Ochola	4.6
WAWARE GRAND TOTAL		747.47 Ha.

SCHEDULE—(Contd.)

WAUNDHA SUB-LOCATION

Plot No.	Registered Owner	Area to be Acquired in Hectares
4	Doti Adago	0.3
5	Abnel Ochieng'	3.0
7	Johnson Juma and Rosa Opiyo	5.0
9	Ndege Alaro	5.6
10	Jonathan Onene	3.0
11	Lea Odera ..	1.8
12	Josto Wandanya	5.6
13	Andrew Odidi	4.2
14	Isaya Abade Oruthe	0.55
16	Oluthe Okumu	1.8
17	Gordon Okumu Orwa, Joab C. Orwa	7.33
21	Oluya Orwa	7.8
22	Omboga Ochogo	2.2
23	Christopher Osi Ochogo	6.2
24	Osunga Liech	6.0
25	Ochara Ongonga	6.4
26	Odhwao Ongweya	15.5
27	Outa Majina	4.7
28	Majina Ongonga	1.0
29	Paul Akelo Ojuka	2.2
30	Ochola Mayua	1.2
31	Onuko Ojuka	1.9
33	Opiyo Nyadimo	0.7
34	Owuor Ongoro	5.0
35	Wilfred Marienga Ezra Abur	2.4
36	Mango Ongonga	1.5
37	Majina Ongonga	3.1
38	Auma Ondhawo	4.6
39	Owade Okeyo, John Charles Okola	3.8
40	Nicolas Otieno Okech	4.4
41	Okumu Oludhe	3.0
42	S.N.C.C. (Reserved for Nyabera Chief's Camp)	1.6
43	William Otieno	1.0
45	Anim Chune	1.7
46	S.N.C.C. (Reserved for Miriwa Well)	0.10
47	Muga Ondele	1.3
48	Paul Akelo	5.6
49	Oyamo Makoli	4.8
50	Onditi Ondele	3.0
51	Ochara Saye	4.8
52	Omindi Nyawira	4.8
53	Nyakota Saye	2.6
54	Mito Tado ..	6.2
55	Otieno Okeyo	1.6
74	Okanda Muga	
	Odera Okanda	6.2
75	Katiti Okanda	
	Ochola Muga	6.4
	Otieno Muga	
76	Marero Okech	4.4
77	John Owuor	8.8
78	Samwel Odero Ogalo	8.2
79	Hada Odidi	
	Olewe Owino	8.4
80	Akula Odhiambro	6.2
81	Okelo Andungu	5.2
82	Nyawira Nyawara	
	Wasonga Nyawara	4.6
83	Oluoch Oyamo	
	Obonya Owande	12.2
84	Obunga Odero	5.8
85	Okelo Ojwang	5.8
86	Akach Okida	2.4
87	John Francis Arwa Abang'a	1.3
88	Ochola Ajwang'	3.2
89	John Francis Arwa Abang'a	4.2
90	Oyugi Migwala	6.2
91	Abraham Omolo	
	John Gogo	7.2
92	Ayoro Were	5.6
93	Antonius Oyier Ondoche	2.4
94	Wandanya Okumu	3.8
95	Oluoch Migwala	1.9
96	Otieno Nyakriga	8.0
97	Daniel Otieno Ouma	3.2
98	Ong'ong'o Ng'ong'o	0.42
99	Onyango Ogala	8.8
100	Ogoti Ling'ung'u	5.4
101	Oguta Okenga	4.4
102	Okenga Okech	
103	Oluoch Ambogo	3.6
104	Obonyo Molo	2.6
105	Joshua Odhiambro Onyango	3.2
106	Ezreal Abur Okelo	2.0
107	Okech Katiti	3.4
108	Omole Nyagwang'a	1.9
109	Okech Onani	
	Muga Onani	2.0
110	Lango Onani	
	Ezekiel Owiti Owinyo	
	Edward Opanyi Owinyo	1.8

SCHEDULE—(Contd.)

WAUNDHA SUB-LOCATION—(Contd.)

Plot No.	Registered Owner	Area to be Acquired in Hectares
111	Christopher Ojwang Gopio	6.6
112	S.N.C.C. (Reserved for Marienga Well)	0.04
116	Obwang Oluya	1.2
120	Wilson Wasonga	0.7
121	Joas Ogodha	1.5
122	William Owuor	0.9
123	Ismael Were	1.2
128	Alexander Okumu	
	Elly Nyangor	11.8
	Christopher Owino	
129	C.C. of South Nyanza	0.15
130	Raphael Opiyo	
	Joseph Nyamudhe	3.6
131	Jonathan Anam	2.6
132	Richard Owino	
	Reuben Nyayaro	3.0
133	Barack Dome	3.2
134	John Owuor	2.0
135	Elijah Oyugi	4.4
136	George Onyango	2.6
137	Joel Auma	
	Isaya Opiyo	3.8
140	Erasto Oyugi Oguta	2.6
141	Ojwang Ndiso	5.8
142	Alfred Okech Otieno	
	Silvanos Okoth	3.2
143	Ochuodho Omuoma	2.2
144	Nyangate Oguta	6.4
145	Bathlomew Oguta	
	Joab Oguta	9.2
146	Maurile Bathlomew Owira	
147	Ojuok Oguta	3.2
175	Erasto Oyugi Oguta	1.1
182	Samwel Odongo	
183	Eliazaro Odipo Odera	16.0
	Ezekiel Muga	
184	Athanasio Nyangaga	2.8
185	Moses Onyango Muengo	12.8
186	Bilasio Ouma	
	Athanasius Nyangaga	12.8
	Charles Odera	
	Joshua Okelo	9.0
	Philomino Aoko	
187	Subdivided—Check new numbers	
188	Thomas Ouma	4.4
189	Philip Okoth Omolo	6.6
190	Richard Auma Agani	5.0
	Onyuowa Oredo	
192	Joseph Juma Oula	3.0
193	Jagero Nyariji	2.4
194	Isaya Opiyo	3.0
196	S.N.C.C. (Reserved for Nyamanji Well)	0.16
197	Bwana Solo	1.6
198	Ajwang' Solo	3.8
199	Iseduo Ogula Solo	3.0
200	Ongweya Solo	2.2
201	Ochura Ndonji, William Nyaninga Ndonji, Mathew Athieno Ndonji, Raphael A. Ndonji, William Ouko Ndonji	
202	Mikal Amolo	1.6
203	Nolbetos Ochilo Beti	7.8
204	Dishon Odhiambro	6.2
205	Odera Onyango	5.4
206	Richard Okumu Ongus	5.8
	Ochieng' Wangaya	
207	Oyugi Ligogo	5.0
208	Silfarus Aduwo Miyaga	5.2
209	Obar Onyango	4.2
210	Felician Ciambie Ojwang'	7.0
211	Mumbo Orwa	5.4
212	Silvanus Obande	
	Alois Nyiendo	
	Joseph Auma Auma	5.8
213	Christopher Wero Apiyo	4.6
214	Odera Opiyo	2.2
215	Felician Ciambie	1.9
216	Magalo Onono	4.0
217	Rabar Samwel	2.0
218	Peter Oyomo Musa Onono	3.6
219	Diang'a Rabar	20.0
220	Meshack Okelo Miguye	3.6
221	S.N.C.C. (Reserved for Agulu Okitoo Well)	0.07
222	Odera Onyango	2.2
223	Shadrack Ogula Owino	3.4
224	Okayo Onyango	5.0
225	Shadrack Okwario Nyandiga	4.6
226	Zadock Ketawa	1.1
227	Rabar Onono	1.4
228	Otino Magaka	2.2
229	Gumba Asano	2.0
230	Dimba Magaka	2.4

SCHEDULE—(Contd.)

WAUNDHA SUB-LOCATION—(Contd.)

Plot No.	Registered Owner	Area to be Acquired in Hectares
231	Gor Magaka	2.4
232	Ondenyo Magaka	2.4
233	Otieno Kisera	5.0
234	Bonyo Odhiambro	
235	Ogutu Opiyo	1.0
236	Obuol Oria	4.0
237	Oria Obuol	
238	Fredrick Nyandiga	6.6
239	Haron Repella	11.8
240	James Omungu	2.8
241	Misasa Mamra	7.8
242	Abner Odera Cila Oraa	4.0
243	James Otieno Amamo	4.8
244	Dominikus Okech Omondi	5.4
245	Walter Oome Rabar	5.0
246	John Okwany	2.8
247	Johnness Oduor	2.8
248	Joseph Otieno	3.0
249	Lwanda Orwa	1.9
250	Omondi Otuko	
251	Okelo Otuko	5.4
252	Onyango Otuko	
253	Odipo Oduku	3.8
254	Joanes Okoth Oduko	3.2
255	John Okwany	13.8
256	Ajwang' Solo	5.4
257	Ochieng' Nyadundo	3.2
258	Ogunda Ochola	4.6
259	Oremo Ochola	
260	Daniel Ogola	3.4
261	Jackson Kisuge	3.4
262	Omundi Odipo	4.2
263	Gabriel Okare Petro Olale	2.8
264	Were Otiato	2.8
265	Ogur Otiato	4.8
266	Japheth Orokha Nyamogo	23.5
267	Mathonja Okech	
268	Mugoye Okech	
269	Ojwang' Wamala	
270	Melitus Oundo Okech	
271	Christopher Onyango	
272	John Okech	11.6
273	Oloo Ogolo	
274	Dominikos Obiero	
275	Siam Ogola	7.0
276	Olila Oduma	
277	Odhiambro Siam	
278	Ogeche Siam	
279	Ogola Siam	
280	Paul Ojal	10.4
281	Obala Magalo	6.2
282	Naftali Ngesa Ugwe	4.6
283	Mahulo Onyango	5.2
284	Rawinga Obat	5.6
285	Rabar Oduo	9.6
286	Langi Mwai	6.0
287	Eliab Otieno	2.4
288	Owuo Masuwi	2.6
289	Paulina Awiti	4.6
290	Obiero Rabinya	2.2
291	Achieng' Ongoso	1.2
292	Dola Magama	3.4
293	S.N.C.C.	5.6
294	Owiti Opiyo	3.3
295	Joseph Okombo	2.8
296	Asha Opiyo	2.8
297	Ogutu Opiyo	1.6
298	Michael Otieno	1.7
299	Bernard Okech	4.6
300	Benedic Wandere	2.8
301	S.N.C.C.	2.6
302	James Otieno Malewa	1.1
303	Julius Gin Migiggle	5.4
304	Mumbo Owiti	4.4
305	Ogutu Owiti	2.0
306	Gumba Asango	0.8
307	Abichi Asango	2.0
	Mama Asango	2.4
	Ezron Owiti Mboche	
	Andrew Angila	1.7
	Dolo Magama	1.9
	Ogutu Magalu	0.35
	Oponyo Magalu	4.1
	Opiyo Magalu	6.0
	Okungu Magalu	1.1
	John Rabar Owang	1.7
	Agunda Owang	3.2
	Osodo Magalu	5.0
	Apoyo Magalu	4.2
	Okelo Samo	7.6
	Ogola Agutu	1.7
	Okech Majingu	2.8
	Apoyo Maende	4.6

SCHEDULE—(Contd.)

WAUNDHA SUB-LOCATION—(Contd.)

Plot No.	Registered Owner	Area to be Acquired in Hectares
308	Adero Nyamogo	6.2
	Tobias Nyamogo	
	Joshua Nyamogo	
309	Marisilus Ogalo Guya	2.6
310	Achieng Odromo	4.6
311	Justo Elisha Otieno	1.4
312	Henry Opendo Odindo and Okumu Odindo	7.6
313	Peter Rachier Ojar	11.6
314	Antony Ogula	7.2
	Marikus Odang Antony	
315	S.N.C.C.	0.24
337	S.N.C.C.	0.13
338	Wellington Alphayo Kodhe Arwa	10.6
339	Adhaimbo Orwa	5.6
340	Ochieng Oriecko	3.8
	Onondi Oriecko	
	Onyango Oriecko	
341	Alongo Opudo	12.4
342	Fanuel Oindo	4.6
343	Painito Misondo Akoko	12.8
344	Gabriel Misodho Muga	9.8
	Nyadimo Ochieng'	
	Oduor Muga	
345	Andrea Odhiambro	1.8
346	Mwai Ndiaka	4.2
347	Oporo Opiyo	3.8
348	Abacha Oluoch	3.2
349	S.N.C.C.	0.35
350	Odinga	13.4
351	Francis Juma Olima	7.2
352	Samwel Onyango Madara	
353	Charles Odipo Madara	15.5
354	Jekonia Ooko Madara	
355	Constantine Okumu Amamo	3.8
356	Migot Osunga	1.3
357	Oloo Rarieya	11.2
358	Constatine Okumu Amamo	2.4
359	Michael Okinyi Onditi	2.8
360	Joseph Okeyo	
361	John Dimba	3.8
362	Christopher Owuor	5.0
363	Obiero Nyamita	2.2
364	Hezron Oguta Owino	4.4
365	Otila Owino	7.0
366	John Odhiambro	3.2
367	Opiyo Owino	1.7
368	Philip Olang'a	2.4
369	Owanya Rawinga	7.0
370	Obara Rawinga	3.2
371	Adhaimbo Ogutu	
372	Adongo Adhiambro	2.0
373	Abuya Adhiambro	
374	Odidi Okola	5.8
375	Oniapa Onyango	1.7
376	Ogola Obinga	4.4
377	Otila Owino	1.4
378	Magidalina Ojwang	3.0
379	S.N.C.C.	0.22
380	Robert Ouma Onyango	8.8
381	Joseph Otieno	4.0
382	Mumia Nyamani	1.8
383	John Ogada	2.8
384	Okul Oguom	1.4
385	S.N.C.C.	0.35
386	S.N.C.C.	0.29
387	Salomon Leo Odera Omoilo	5.0
388	Obura Oluoch	
389	Philip Gose Yogo	3.4
390	Gor Magaka	2.0
391	Walter Okech Oindo	1.4
392	Nyadundo Nyamogo	
393	Oluoch Nyamogo	
394	Rapul Nyamogo	
395	Ojwang Nyamogo	
396	Onyango Nyamogo	
397	Edward Nyamogo	4.8
398	Odiedo Nyamogo	2.6
399	Owiti Otwenya	1.8
400	Mika Opinya	1.7
401	S.N.C.C.	6.6
402	Odinda Kariri	1.8
403	S.N.C.C.	0.21
404	Douglas Odhiambro	1.7
405	Baraza Orwo	1.3
406	Michael Oyugi	2.4
407	Elisha Ongele	4.8
408	Henry Okach	1.1
409	James Paul Orwa	—
410	Ojode Owuor	4.6

SCHEDULE—(Contd.)

WAUNDHA SUB-LOCATION—(Contd.)

Plot No.	Registered Owner	Area to be Acquired in Hectares
462	Abysaye Akoo Odiawo	2.4
457	Oyamo Ondago	1.2
459	Jairo Lwayo	3.64
458	Samwel Oko	0.4

Plans of the affected land may be inspected during office hours, at the office of the Commissioner of Lands, Harambee Avenue Nairobi, and the office of the District Commissioner, Homa Bay.

Dated this 24th day of September, 1976.

J. R. NJENGA,
Commissioner of Lands.

GAZETTE NOTICE NO. 2997

THE REGISTERED LAND ACT

(Cap. 300, section 35)

ISSUE OF A NEW CERTIFICATE

WHEREAS Mbene Kanguru ID/380/MBU of Lower-Ngariama, in the Republic of Kenya is registered as proprietor in absolute ownership interest of all that piece of land containing 4.1 hectares or thereabouts situated in the District of Kirinyaga registered under Parcel No. Ngariama/Lower-Ngariama/453, and whereas sufficient evidence has been adduced to show that the land certificate issued thereof has been lost. Notice is hereby given that after the expiration of sixty (60) days from the date hereof I shall issue a new Land Certificate provided that no objection has been received within that period.

Dated this 22nd day of September, 1976.

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

GAZETTE NOTICE NO. 2998

THE REGISTERED LAND ACT

(Cap. 300, section 35)

ISSUE OF A NEW CERTIFICATE

WHEREAS Martin Ngiki Manguyu of P.O. Sagana in the Republic of Kenya is registered as proprietor in absolute ownership interest of all that piece of land containing 1.98 hectares or thereabouts situated in the District of Kirinyaga registered under Parcel No. Kiine/Gacharo/166, and whereas sufficient evidence has been adduced to show that the land certificate issued thereof has been lost. Notice is hereby given that after the expiration of sixty (60) days from the date hereof I shall issue a new Land Certificate provided that no objection has been received within that period.

Dated this 21st day of August, 1976.

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

GAZETTE NOTICE NO. 2999

THE REGISTERED LAND ACT

(Cap. 300, section 35)

ISSUE OF A NEW LAND CERTIFICATE

WHEREAS Njoroge Githigia ID/NBI. 6454579 of P.O. Box 406 Thika in the Republic of Kenya is the registered proprietor in absolute ownership of all that piece of land containing 1.9 hectares or thereabouts, registered under Title No. Loc. 3/Gachage/334 in Murang'a District and whereas sufficient evidence has been adduced to show that the land certificate issued thereof has been lost. I hereby give notice that after expiration of sixty (60) days from the date hereof I shall issue a new Land Certificate provided that no objection has been received within that period.

Dated this 22nd day of September, 1976.

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

GAZETTE NOTICE NO. 3000

THE REGISTERED LAND ACT

(Cap. 300, section 35)

ISSUE OF A NEW LAND CERTIFICATE

WHEREAS Kamau Njuguna of c/o Chief in the Republic of Kenya is the registered proprietor in absolute ownership of all that piece of land containing 6.48 hectares or thereabouts, registered under Title No. Loc. 3/Githumu/295 in Murang'a District and whereas sufficient evidence has been adduced to show that the land certificate issued thereof has been lost. I hereby give notice that after expiration of sixty (60) days from the date hereof I shall issue a new Land Certificate provided that no objection has been received within that period.

Dated this 22nd day of September, 1976.

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

GAZETTE NOTICE NO. 3001

THE REGISTERED LAND ACT

(Cap. 300, section 35)

ISSUE OF A NEW LAND CERTIFICATE

WHEREAS Wambui Jacob of c/o Chief in the Republic of Kenya is the registered proprietor in absolute ownership of all that piece of land containing 0.68 hectare or thereabouts, registered under Title No. Loc. 4/Kaguthi/782 in Murang'a District and whereas sufficient evidence has been adduced to show that the land certificate issued thereof has been lost. I hereby give notice that after expiration of sixty (60) days from the date hereof I shall issue a new Land Certificate provided that no objection has been received within that period.

Dated this 22nd day of September, 1976.

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

GAZETTE NOTICE NO. 3002

THE REGISTERED LAND ACT

(Cap. 300, section 35)

ISSUE OF A NEW CERTIFICATE

WHEREAS Florence Nyakio w/o Morris Nduranu, of P.O. Box 32, Kiambu in the Republic of Kenya, is registered as proprietor in freehold ownership interest of that piece of land of approximately 2.8 hectares or thereabouts situated in the District of Kiambu, known as Kiambaa/Ruaka/440, and whereas sufficient evidence has been adduced to show that the land certificate issued thereof has been lost. Notice is hereby given that after the expiration of sixty (60) days from the date hereof, I shall issue a new land certificate provided that no objection has been received within that period.

Dated this 21st day of September, 1976.

J. G. WATHIGO,
Land Registrar, Kiambu.

GAZETTE NOTICE NO. 3003

THE REGISTERED LAND ACT

(Cap. 300, section 35)

ISSUE OF A NEW CERTIFICATE

WHEREAS Mbalo s/o Shenerwa, of N. Maragoli in the Republic of Kenya, is registered as proprietor in absolute ownership interest of all that piece of land containing 1.5 hectares or thereabouts situated in the District of Kakamega, known as Parcel No. Kivagala/743, registered under Title No. N. Maragoli/Kivagala/743, and whereas sufficient evidence has been adduced to show that the land certificate issued thereof has been lost. Notice is hereby given that after the expiration of sixty (60) days from the date hereof, I shall issue a new land certificate provided that no objection has been received within that period.

Dated this 11th day of September, 1976.

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

GAZETTE NOTICE No. 3004

REPUBLIC OF KENYA

EXCHEQUER RETURN

	Current Year 1st July, 1976 to 30th September, 1976		Previous Year 1st July, 1975 to 30th September, 1975	
	K£	K£	K£	K£
RECURRENT EXCHEQUER				
RECEIPTS:				
Customs and Excise	16,300,000		14,900,000	
Income Tax	15,000,000		16,700,000	
Sales Tax	9,400,000		10,876,550	
Other Taxes	1,050,000		2,350,000	
Traffic Revenue	490,000		1,150,000	
Land Revenue	182,320		230,447	
Forest and Mining Revenue	267,223		267,825	
Tourist and Wildlife	351,770		62,002	
Airport Revenue	612,500		910,055	
Investment Revenue	5,522,567		250,000	
Rent of Buildings	144,482		102,815	
Trading Licences			300,000	
Fines and Forfeitures	100,000			
Loan Interest Receipts	739,660		850,000	
Loan Redemption Receipts	632,842		102,500	
Reimbursement and Other Fund Contributions	300,000		150,000	
Miscellaneous Revenue	161,472		636,839	
Payment of Advance—by C.S.F.C. for 1974/75			943,000	
	51,254,836			50,782,033
DEDUCT ISSUES:				
Supply Services	54,767,431		44,464,024	
Overseas Service Aid Scheme			44,574	
Advance to Civil Contingencies Fund	—		1,300,000	
Consolidated Fund Services:				
Public Debt	6,635,312		4,216,012	
Pensions and Gratuities	650,000		1,200,000	
Salaries, Allowances and Miscellaneous Services	151,245		174,132	
Subscription to International Organizations	300,713		410,357	
	62,504,701			51,809,099
Surplus (+) or Deficit (-)	... (—) 11,249,865			(—) 1,027,066

DEVELOPMENT EXCHEQUER

	Current Year 1st July, 1976 to 30th September, 1976		Previous Year 1st July, 1975 to 30th September, 1975	
	K£	K£	K£	K£
RECEIPTS:				
External Loans	6,277,625		6,374,432	
External Grants	5,243,453		830,363	
Proceeds of Local Stock Issues	—		1,623,982	
Miscellaneous Other Receipts	1,014,560		53,743	
	12,535,638			8,882,520
DEDUCT ISSUES:				
Development Services	21,796,218		22,593,201	
Surplus (+) or Deficit (-)	... (—) 9,260,580			(—) 13,710,681

TAX RESERVE CERTIFICATES

	Current Year 1st July, 1976 to 30th September, 1976		Previous Year 1st July, 1975 to 30th September, 1975	
	K£	K£	K£	K£
RECEIPTS				
RECEIPTS	890,000	890,000	550,000	550,000
DEDUCT SURRENDERS	—	—	49,915	49,915
Surplus (+) or Deficit (-)	... (+) 890,000		(+) 500,085	

SHORT-TERM BORROWINGS

	Current Year 1st July, 1976 to 30th September, 1976		Previous Year 1st July, 1975 to 30th September, 1975	
	K£	K£	K£	K£
RECEIPTS:				
Cereals and Sugar Finance Corporation	20,250,500		10,569,500	
Treasury Bills	43,000,000		60,000,000	
	63,250,500			70,569,500
DEDUCT ISSUES:				
Cereals and Sugar Finance Corporation	15,283,500		8,605,000	
Treasury Bills	50,000,000		40,000,000	
Repayment of Advance to Central Bank of Kenya	4,400,000		—	
	69,683,500			48,605,000
Surplus (+) or Deficit (-)	... (—) 6,433,000			(+) 21,964,500

SUMMARY

	Surplus (+) or Deficit (-) as at 30th June, 1976	Surplus (+) or Deficit (-) for the period 1-7-76 to 30-9-76	Surplus (+) or Deficit (-) as at 30th September, 1976
	K£	K£	K£
Recurrent Exchequer	(-) 11,249,865	(-) 11,249,865	
Development Exchequer	(-) 36,181,617	(-) 9,260,580	(-) 45,442,197
Tax Reserve Certificates	(+) 238,090	(+) 890,000	(+) 1,128,090
Cereals and Sugar Finance Corporation	(+) 8,390,250	(+) 4,967,000	(+) 13,357,250
Treasury Bills	(+) 50,000,000	(-) 7,000,000	(+) 43,000,000
Advance from Central Bank of Kenya	(+) 4,400,000	(-) 4,400,000	—
	(+) 26,846,723	(-) 26,053,445	(+) 793,278

GAZETTE NOTICE NO. 3005

THE METHODS OF CHARGE (EAPL) BYELAWS 1976

FUEL OIL PRICE

PURSUANT to bylaw 6 of the Methods of Charge (EAPL) Byelaws 1976, notice is hereby given of the value and variation in the fuel oil price surcharge, the economic factor "f" and the variation in the price of fuel oil at the Company's Storage Points. The Fuel Oil Price Surcharges will be applied to all meter reading periods commencing 1st October, 1976.

Storage Points	Fuel Oil Price Surcharge for meter reading periods commencing 1st October, 1976 cents per unit	Variation of Surcharge from previous meter reading period cents per unit	Economic Factor "f"	Variation in fuel oil price from Basic Price Sh.
Kipevu	Nil	Nil	Zero	-10.089
Lamu	20.0	-0.1	1	+572.75
Garissa	27.7	Nil	1	+792.55

S. K. GICHURU,

Secretary,

The East African Power and Lighting Company Limited.

GAZETTE NOTICE NO. 3006

THE INDUSTRIAL COURT
CAUSE NO. 11 OF 1976

Parties:—

Kenya Union of Journalists
and
Nation Newspapers Ltd.

Issue in dispute:—

1. Wrongful dismissal of J. B. B. Chacha.
2. Wrongful dismissal of Harry Were Silas.

1. The Kenya Union of Journalists shall hereinafter be referred to as the Claimants and Nation Newspapers Ltd. shall herein-after be referred to as the Respondents.

2. The parties were heard in Nairobi on 23rd and 24th June, 9th, 12th and 16th July and 2nd, 4th August and 2nd September, 1976, and relied on their written and verbal submissions. The Claimants also called the following witnesses to give evidence on oath:—

Peter Moll.
John Esebi.
John B. Chacha.
Harry Were Silas.
Richard Otieno.

AWARD

3. The Notification of Dispute Form "A" dated 14th November, 1975, duly signed by the parties was received by the Court on 23rd January, 1976, along with the statutory certificates signed by the Minister for Labour and the Labour Commissioner.

Before proceeding on to the dispute itself, the Court would like to place it on record that after it had concluded the hearing of this dispute on 4th August, 1976, the Claimants wrote a letter to the Court on 10th August which resulted in a further hearing by the Court on 2nd September, 1976, when the Claimants at their request were given a further opportunity of commenting on the Respondents' final submission. The Respondents also briefly replied to the Claimants' further submission.

The parties entered into a recognition agreement on 18th February, 1972, and under clause 2 (a) they have agreed that staff in supervisory positions namely Editor/Editor-in-Chief,

Deputy Editor/Managing Editor, News Editor/Chief Reporter, Chief Sub-Editor "are required by virtue of their positions to exercise certain managerial functions, and for this reason may be the subject of individual agreements negotiated directly between them and the Publishers. The Union recognizes that in the event of a conflict of loyalties resulting from the exercise of their authority, their responsibility to their employers must prevail since they cannot otherwise discharge the functions of their offices. The Publishers have no objection to the persons holding the above-mentioned offices being associate or non active members of the Union".

The parties have also negotiated a collective agreement under which there are clauses on warning procedure and suspension. This was part of an Industrial Court award in Clause No. 29/74 and reads as follows:—

"The Court awards as follows:—

(a) An employee may be suspended for gross misconduct without pay and the management decision on the matter conveyed to the employee within 14 days. The employee may be represented by a Union representative during this suspension period in accordance with the Recognition Agreement. If the employee is reinstated he will resume work without loss of pay or benefits from the date of suspension. If dismissed he will only be paid up to the date of suspension plus any accrued benefits.

(b) Where an employee commits any act of misconduct he shall be given in writing warning for each act and on the fourth instance his employment may be terminated. An employee shall be entitled to refer any such warnings to his Union for appeal.

The first warning shall remain valid for a period of six months only from date of issue; if however a further warning for misconduct is given during this period both warnings remain in force for a period of 12 months from the date of the second warning for misconduct is given; if during this period of 12 months a third warning is given then the three warnings shall remain in force for a period of 6 months from the date of the third warning.

If any further misconduct is committed during this period of six months the employment may be terminated."

The services of J. B. B. Chacha were terminated on 3rd October, 1975, for the offence of attempting to obtain money by using false receipts.

H. W. Silas was dismissed with effect from 29th September, 1975, for incompetence, refusing to obey a lawful order and for carelessness.

Both the dismissals were summary.

The Claimants took up their disputes and reported them to the Minister for Labour. Surprisingly after the dispute had been accepted instead of an Investigator being appointed, which is usually the case in matters of alleged wrongful dismissals, conciliation proceedings were carried out which resulted in a deadlock. So in this dispute there is no report from the Ministry of Labour as a result of investigation carried out by a Ministry of Labour official. This is most unfortunate.

The Court would now like to deal with the two disputes separately.

J. B. B. Chacha

Mr. Chacha was a bilingual reporter in the 9th year and in April, 1975, would have gone to 10th year. He was also actively engaged in the trade union activities.

Further to an Industrial Court award which was effective from 1st April, 1974, the Respondents' Industrial Relations Manager issued a notice under the heading of medical claims on 30th September, 1975, in which he set out a procedure to be followed in order to ensure the smooth operation of the medical expenses scheme. To a large extent, this had been agreed with the Claimants.

Towards the end of September, 1975, Mr. Chacha is alleged to have presented 16 receipts of medical claims amounting to Sh. 2,797/60. The management suspected three receipts of Sh. 100, Sh. 40 and Sh. 25. The management removed these three claims and he was asked to prepare another voucher less Sh. 165, the total of the suspected three receipts.

At Mr. Chacha's request he was allowed to draw Sh. 2,000 by way of advance payment of medical expenses due to him.

On 2nd October, 1975, he presented another voucher as requested but claimed more money than before. This time he claimed medical expenses "as per attached vouchers" amounting to Sh. 3,782/60 less Sh. 2000 already advanced to him leaving a balance of Sh. 1,782/60 still due to him. Amongst the attached documents to the voucher was a statement from Chand Lane (Kenya) Ltd. for a sum of Sh. 3,150. The bottom part of that statement had been torn. As stated above, he was summarily dismissed on 3rd October, 1975, for trying to obtain money by using false receipts as genuine medical bills and on 9th October, 1976, he received a further letter in which he was informed of all his dues and the amount that he owed to the Respondents.

The Claimants have very vigorously contested this dismissal and went to great length in submitting that Mr. Chacha had been victimized for having negotiated on behalf of the workers the clause regarding free medical treatment and for his other trade union activities as at one time he was the chairman of the chapel. They further alleged that principles of natural justice had been violated as Mr. Chacha was never given an opportunity to explain the alleged false claims.

The Claimants also relied on a submission that the relevant clauses between the parties had not been strictly adhered to by the Respondents and that the Respondents could terminate the services of those journalists who were members of the Claimants only after complying with the provisions of the said collective agreement.

The Claimants made much criticism of the fact that the Respondents had not called any witnesses and asked the Court to find in the absence of any evidence led by the Respondents that whatever Mr. Chacha stated on oath in Court was true and that he had not tried to obtain money fraudulently or by dishonest means.

In support of their aforesaid main grounds for challenging Mr. Chacha's dismissal the Claimants referred to the various Industrial Court awards which they thought were relevant to the present dispute and also to the various legal authorities.

The Claimants referred to a statement made by the Respondents' Chief Executive, Frank Patrick, in which he is alleged to have stated that Mr. Chacha was dismissed for the very serious offence of attempting to obtain money by using false receipts and that if it was proved in subsequent criminal proceedings that Mr. Chacha was not guilty of the alleged offence then he would give an undertaking not only to reinstate Mr. Chacha but would also pay him all wages due plus damages.

The Claimants were very critical of Mr. Kimani, the Industrial Relations Officer with the Respondents, and accused him of being careless and negligent in the performance of his duties and even called a witness to prove that he lost some receipts concerning that particular person on a previous occasion.

The Claimants further denied that Mr. Chacha had handed to Mr. Kimani the three receipts for Sh. 100, Sh. 40 and Sh. 25 and suggested that the Respondents had broken open Mr. Chacha's desk at the Nation House and had removed these documents from there and put them in the documents submitted by Mr. Chacha in order to get rid of him.

The Claimants stated that each and every receipt presented by Mr. Chacha prior to receiving an advance of Sh. 2,000 was properly checked by Mr. Kimani otherwise Mr. Chacha would not have been paid Sh. 2,000 on account of his medical reimbursement claims. The Claimants further denied that Mr. Chacha had torn the bottom part of the statement for Sh. 3,150 from Chand Lane (Kenya) Ltd. and insisted that everyone knew that the contributors to the National Hospital Insurance Fund (N.H.I.F.) were entitled to certain reimbursement from that Fund.

At one stage the Claimants accused the Respondents of shifting their ground in that in their final submission the Respondents had alleged that Mr. Chacha was guilty of gross misconduct and they asked the Court not to allow the Respondents to resort to such tricks.

To sum up the Claimants' very lengthy submission in the case of Mr. Chacha they maintained that Mr. Chacha had been summarily dismissed on mere suspicion only and that the Respondents' allegations against him were very vague and had not been proved at any stage of the proceedings. Further he had been denied an opportunity of explaining the suspected documents which he was never given or shown sight of after the management suspected them to be false documents. The Claimants asked the Court to nullify Mr. Chacha's dismissal and to award his reinstatement with full salary and damages as promised by Mr. Patrick when all the journalists had staged a walk-out when Mr. Chacha was dismissed.

The Respondents countered the Claimants' submissions by stating that there was no need for them to produce any witness to support their action in summarily dismissing Mr. Chacha because they were in a position to prove everything they wanted through the documentary evidence and through cross-examination of Mr. Chacha when he gave evidence on oath.

The Respondents accused the Claimants of deliberately refusing to address themselves to the central issue of the claim made by Mr. Chacha amounting in total to Sh. 3,782/60 and pointed out that if Mr. Chacha had not torn off the bottom part of the statement from Chand Lane (Kenya) Ltd. then his claim could not have amounted to Sh. 3,782/60.

The Respondents further pointed out that whilst Mr. Chacha denied having presented the receipts for Sh. 100, Sh. 40 and Sh. 25 he failed to explain how he had arrived at the original claim of Sh. 2,797/60.

The Respondents explained in details the claims made by Mr. Chacha showing that his old claim made on 25th September, 1975, including the three receipts for Sh. 100, Sh. 40 and Sh. 25 amounted to Sh. 2,797/60 and his second claim made on 2nd October, 1975, excluding the said three receipts which had been removed by the Industrial Relations Officer but which included the statement from Chand Lane (Kenya) Ltd. for Sh. 3,150 amounted to Sh. 3,782/60.

The Respondents maintained that all this proved quite conclusively that Mr. Chacha had been thoroughly dishonest in the whole transaction.

The Respondents stated that the police investigations had not been finalized as far as Mr. Chacha's case was concerned.

The Court has taken due note of the fact that Mr. Chacha's record with the Respondents until the date of his dismissal was satisfactory. No previous warnings given to Mr. Chacha were produced.

The Court would like to clarify the position regarding the employer's right of taking disciplinary action against an employee where the employee is alleged to have committed a criminal offence. The Court touched this point in Cause No. 11/71 where the Court made it clear that the criminal proceedings are quite distinct from civil proceedings and that unless an employer has decided to wait for the outcome of the criminal prosecution there is no reason for him not to take appropriate disciplinary action against his employee purely on the master and servant relationship. Where an employer decides to wait for the outcome of the criminal case and the employee is acquitted then the matter would be different; but in the present dispute the Respondents promptly terminated Mr. Chacha's services on finding that he was deliberately using false documents to obtain money that was not due to him under medical reimbursement scheme.

It is not the Industrial Court's function to try employees and find whether or not they have committed a criminal offence. A criminal offence is an offence against the State and is a matter outside the jurisdiction of the Industrial Court. The Industrial Court is purely concerned with matters of employer/employee relationship and whether or not the conduct of an employee under certain circumstances warrants the termination of his services whether summary or normal.

The Court must also point out that the burden of proof in a criminal case is much heavier where the prosecution is required to prove the guilt of a person beyond any reasonable doubt but in civil proceedings the Court has to come to a decision on a balance of probabilities.

Notwithstanding the fact that the Respondents did not call any witness regarding Mr. Chacha's dispute the Court is satisfied on balance that Mr. Chacha did make a claim for Sh. 2,797/60 on 25th September, 1975, and that claim included the three receipts for Sh. 100, Sh. 40 and Sh. 25. The Court is further satisfied that the receipt for Sh. 100 had been falsified as far as the date was concerned from 26th January, 1974, to read 26th July, 1974. This falsification is very material and relevant because the effective date of the medical claims reimbursement scheme is 1st April, 1974. Even Mr. Chacha admitted that this receipt had been falsified but he denied having done so. But he failed to explain how, if these receipts for Sh. 100, Sh. 40 and Sh. 25 were disregarded from his claim, he made up a claim of Sh. 2,797/60.

The Court further finds that Mr. Chacha had also submitted in his claim on 2nd October, 1975, a statement from Chand Lane (Kenya) Ltd. for Sh. 3,150 without its bottom part which related to entries regarding reimbursement from the National Hospital Insurance Fund. The Claimants called a witness from Chand Lane (Kenya) Ltd. who produced the duplicate of this statement No. 2070 which clearly shows that a sum of Sh. 1,150 had been paid by the N.H.I.F. in respect of this statement leaving a balance of Sh. 2,000 only due from Mr. Chacha. If Mr. Chacha had claimed only Sh. 2,000 instead of Sh. 3,150 as shown on this statement from Chand Lane (Kenya) Ltd. then how does he account for his claim for Sh. 3,782/60.

The Court is satisfied from the documentary evidence produced during the hearing that Mr. Chacha had first typed a claim for Sh. 2,797/60 from which at his own request he was allowed to draw an advance of Sh. 2,000 on 25th September, 1975, and that he further wrote in his own handwriting another claim "as per attached vouchers" amounting to Sh. 3,782/60 less Sh. 2,000 already advanced to him claiming a balance of Sh. 1,782/60 on 2nd October, 1975.

The Court must place it on record that during cross examination Mr. Chacha admitted having prepared these two documents but denied that he had forwarded the three receipts for Sh. 100, Sh. 40 and Sh. 25 along with his claim. He further stated that he had not claimed Sh. 3,150 in respect of statement from Chand Lane (Kenya) Ltd. The Court, however, noted that Mr. Chacha was very evasive and vague on these particular documents and stated at times that he did not remember them. The Court was further not impressed by Mr. Chacha's demeanour during his evidence particularly during cross-examination and the Court finds that Mr. Chacha was not telling the truth on these very important material points in the whole dispute.

The Court finds that Mr. Chacha did present false documents in order to obtain money from the Respondents by way of reimbursement for medical claims. Even if the Court were to disregard the two receipts for Sh. 40 and Sh. 25 which appeared to be no more than bar chits or cash purchase receipts, the other two documents, i.e. receipts for Sh. 100 and the statement from Chand Lane (Kenya) Ltd. are enough to satisfy the Court that Mr. Chacha's behaviour was, to say the least, dishonest.

As stated earlier the Court is not concerned with the criminal aspect of these incidents, and the Court must view it purely from the relationship of master and servant.

After careful consideration of all the submissions and the evidence and the authorities quoted by the Claimants and the Respondents the Court has no hesitation in coming to the conclusion that Mr. Chacha was involved in a dishonest act with the Respondents through which he attempted to obtain money far in excess than was legitimately due to him.

The Court finds in this case that the Respondents have not committed a breach of any provisions of the collective agreement.

The Court finds that Mr. Chacha deserved a summary dismissal and his services were properly terminated by the Respondents with full justification and the Claimants' demands for his reinstatement, salary and compensation are rejected.

Harry Were Silas

Mr. Silas started working for the Respondents on 1st January, 1973, as a sub-editor with the *Daily Nation*. Earlier on 28th November, 1972, he had been offered an appointment as a trained sub-editor/reporter with the sports section of the *Nation*. He was told that he will take up the appointment with the Respondents from 1st January, 1973, and will be required to serve a probationary period from that date.

On 29th September, 1975, he was suspended without any pay with effect from that date as it was alleged that he refused to type some tennis fixtures, a lawful order given to him by the Assistant Sports Editor. This was followed by a letter of summary dismissal addressed to him on 2nd October, 1975. This letter reads as follows:—

"My letter dated 29th September, 1975, on the above subject refers.

I am now writing to inform you that you have been dismissed summarily with effect from 29th September, 1975, the day you were suspended and you will be paid your salary up to and including 29th September plus 47 days of accrued leave."

During the hearing the Respondents alleged in their written submission that Mr. Silas was dismissed for incompetence, insubordination and refusing to obey a lawful order and presented a complete dossier on Mr. Silas covering the period of his employment with them. The Respondents entirely relied on their written submission and verbal arguments and did not call any witnesses to substantiate any of the allegations of incompetence, insubordination and of refusing to obey lawful order by Mr. Silas.

Mr. Silas gave evidence on oath and Mr. Peter Moll, who was a sports editor of the *Daily Nation* for several years, also gave evidence regarding the work performance of Mr. Silas during the one year he had the opportunity of working with him. Before coming to the incident which led to Mr. Silas's suspension and eventual dismissal the Court would like to deal with the other allegations of incompetence and insubordination against him.

From the submissions and the evidence of Mr. Silas and Mr. Moll it is quite obvious that Mr. Silas and the former sports editor, Mr. Norman Da Costa, had several exchanges on various matters and seriously clashed on a few occasions. Once on 26th September, 1974, the Respondents' Managing Editor wrote a memo to Mr. Silas in which after listing several complaints against him clarified the responsibilities and duties of Mr. Da Costa and Mr. Silas in the sports section. Mr. Silas replied to the Managing Editor and in his fairly long memo he wrote as follows towards the end:—

"Since all the complaints seem to come from Asian stringers, etc. and since all their complaints seem to have been proved beyond any reasonable doubt to be true, I will as any condemned man say that they must also bear in mind that if Norman or Polly is not in at least somebody else is."

Most of them ring, say is that the sports department and when you say yes you are asked is there "anybody" who can take a story.

To most of them Norman and Polly is somebody, an African is nobody.

I thought courtesy usually begets courtesy."

The Respondents accused Mr. Silas of being a racist in that he was particularly against Asians and generally against all non-Africans. The reason put forward was that he openly expressed support for the mass expulsion of the Asians from Uganda. Peter Moll in his evidence stated that the journalists used to joke with each other on this matter. He further stated that relations between Norman Da Costa and Mr. Silas suffered from a personality conflict and the fact that one was an Asian and the other an African contributed to the conflict. He further explained that although joking did take place between journalists it was resented.

Once on 25th October, 1974, Mr. Silas was suspended for refusal to reply to his superior's memo which he was told constituted a gross misconduct which could render him to a summary dismissal. This suspension, however, was lifted on 28th October, 1974, after the Claimants' General Secretary had intervened on his behalf and had cleared the misunderstanding which had led to his suspension. Mr. Githii also had no objection to the withdrawal of the suspension letter. From the documentary evidence it is clear that the Managing Editor was not happy at the lifting of this suspension. This resulted in further exchanges between the top management and the

Claimants' General Secretary and on 7th November, 1974, the Industrial Relations Officer wrote to Mr. Silas as follows:—

"The Editor-in-Chief saw me yesterday afternoon on the above subject and we discussed at length the circumstances which led to your suspension.

Briefly, it has been established that of late you have changed both your language and attitude in approaching your assignment, i.e. you have been talking about 'being forced to do *Taifa*', 'colour of skin', and 'Asian Sports stringer' complaining against you. If discrimination is the order of the day, these stringers could be complaining against Mr. Okuthe as well. Components of racial feelings cannot be entertained in a multi-racial company like this one and in our society generally, be it shown by an African, Asian or European.

These together with some other incidents which you are aware of are sufficient reasons which would have enabled the Management to dispense with your service, but because of your previous clean record, and taking into account that summary dismissal of these correctable short-comings could ruin your future, it has been decided that you be given another chance. We have therefore decided to revoke the suspension but give you a strong warning. Should you be reported of misconduct within the next few months, the management will take a severe disciplinary action against you, taking into account previous omission, etc.

You should therefore report to the Managing Editor of the *Daily Nation* as soon as you receive this letter for further instructions."

After that there are a couple of other allegations against him for having made errors in the work in that once when France had eliminated Czechoslovakia three nil the *Daily Nation* gave victory to the Czechs. Mr. Silas was blamed for this.

On another occasion Mr. Silas was held responsible for a double story in an issue of the *Daily Nation* where the story "Rhodesia Olympic Ban" appeared on the front page and also on the sports page.

On 11th August, 1975, the Managing Editor wrote the following memo to Mr. Silas:—

"You have been warned time and again about exposing this newspaper to embarrassment by getting names and pictures wrong.

On Monday's issue you used the picture of Bill Parkinson and the caption read Roger Clark.

The caption left for you by Bob Dewar clearly mentions that Roger Clark is on the right of the picture and Bill Parkinson, his navigator, on the left.

Treat this memo as a warning."

The Court notes that the Managing Editor had given a "further warning" on 22nd October, 1974, as in that warning the Managing Editor had also asked for a reply to his memo and Mr. Silas's refusal to do so led to his suspension which suspension was eventually lifted as stated above.

The Respondents alleged that P. Ndoo asked Mr. Silas to type out some tennis fixtures which he flatly refused to do. Eventually Mr. Silas agreed to type half and refused to do the rest. It is alleged that Mr. Silas all the time was just sitting and reading a newspaper. This led to his suspension on 29th September, 1975, and dismissal on 2nd October, 1975.

The Claimants have asked for Mr. Silas's reinstatement mainly on the ground that the Respondents had violated the collective agreement provisions regarding warnings and termination of service. They pointed out that the so called warning letters were irregular and had not been issued by those members of management who had been clearly specified to be holding supervisory positions in the recognition agreement between the parties.

The Court notes that the letter of suspension and his dismissal as stated above relate only to one incident, i.e. refusal to obey a lawful order and that in the Respondents' submissions they have attempted to make out a case that Mr. Silas was dismissed for incompetence, insubordination and refusal to obey a lawful order. Unfortunately for the Respondents they were not in a position to call contradictory evidence against Mr. Silas's version of what took place on 25th September, 1975, in the sports section. This leaves Mr. Silas's account of the incident unchallenged when he said that he was told by Mr. Da Costa to do some work regarding tennis fixtures and he did what he was told to do. He denied that P. Ndoo had given him any work. Mr. Silas had this to say in cross examination about this incident of 25th September, 1975:—

"I was supposed to come on duty at 2 p.m. but I came early at 9 a.m. I started working on *Taifa*, the Production Manager, sent back a handwritten copy which had been sent

down for setting. He said he could not read it. He ordered Mr. Ndoo to type it. Mr. Ndoo asked Mr. Da Costa to type as he was doing nothing. He asked Mr. Ndoo to order me to help Ndoo to type it.

Mr. Ndoo then gave me a portion and I typed. I overheard what they were saying. I said 'I am busy on *Taifa Leo*'. Then I typed the portion I was given. I did not say the words 'I am not going to do it, etc.'. I did half of the job."

The Court was given by the Respondents a written version of this incident by P. Ndoo which was not objected to by the Claimants.

After a careful consideration of all the evidence before the Court of this particular incident the Court cannot positively find that Mr. Silas refused to obey an order as claimed by the Respondents. There is a big doubt in the Court's mind on this point and the Court has decided to give Mr. Silas the benefit of doubt.

On the other incidents on which the Respondents relied the Court finds that there is in fact only one proper warning which was given to Mr. Silas by the Managing Editor. At the most the Respondents through the documentary evidence attempted to prove that two warnings had been given but the Court finds that the first warning was a doubtful warning which led to Mr. Silas's suspension which was eventually lifted. In any case the provisions on the warning procedure clearly state as set out hereinabove that the Respondents are entitled to terminate the services of an employee who commits a further misconduct within six months of the date of an effective third warning.

The Court is satisfied that Mr. Silas did not commit a gross misconduct on 25th September, 1975, and that on the other allegations he had not received the number of warnings as laid down in the collective agreement by persons authorized to do so in the recognition agreement.

The Court was impressed by the evidence of P. Moll who stated that out of the three African reporters he had under him, Mr. Silas was the best and his mastery of English was good. Mr. Moll also candidly stated that Norman Da Costa was not anti-African but it was possible that Mr. Silas may be anti-non-African. He also said that Mr. Silas was a complex character and was a difficult person to deal with.

After careful consideration of all the submissions and the evidence tendered by the parties in the case of Mr. Silas the Court has come to the conclusion that he was wrongfully dismissed.

The Court awards Mr. Silas should be reinstated to his job which he was doing with the Respondents when his services were terminated with effect from the first of the month following the Court award. His services should be deemed to have continued without a break as far as seniority, etc., is concerned.

The Court further awards that Mr. Silas should be paid three months' salary by way of compensation for the wrongful dismissal that he had suffered. Mr. Silas is not entitled to any other salary for the time he was out of work.

Given in Nairobi this 28th day of September, 1976.

SAEED R. COCKAR,
Judge.

T. OKELO ODONGO,
Deputy to the Judge.

Z. M. ANYIENI,
Member.

GAZETTE NOTICE No. 3007

THE INDUSTRIAL COURT

CAUSE No. 16 OF 1975

Parties:—

Kenya Local Government Workers' Union
and

Mombasa Municipal Council
(Now Mombasa Municipal Commission)

Issues in dispute:—

1. Unilateral and illegal deductions of employees' salaries in respect of refuse collection fees.
2. Introduction of a new policy for watchman, i.e. Watchman Clocks.

1. The Kenya Local Government Workers' Union shall hereinafter be referred to as the Claimants and the Mombasa Municipal Commission shall hereinafter be referred to as the Respondents.

2. The parties were heard in Mombasa on 18th and 19th August, 1976, and relied on their written and verbal submissions. The Respondents also called R. I. Katambani to give evidence on oath.

AWARD

3. The Notification of Dispute Form "A" dated 14th November, 1974, duly signed by the parties was received by the Court on 19th March, 1975, along with the statutory certificate signed by the Labour Commissioner.

At the commencement of the hearing the Claimants notified the Court that in this dispute they would not proceed with Issue No. 1 on which they would seek further negotiations with the Respondents and in the event of deadlock the matter would be referred to the Court as a fresh dispute. Accordingly the hearing proceeded on Issue No. 2 only.

Again at the commencement of the hearing the Respondents' advocate stated that he had been authorized by the newly appointed Commission by the Minister for Local Government, which had replaced the Mombasa Municipal Council, that they wanted the hearing of this dispute to proceed and he gave an undertaking on behalf of the Commission that the Commission would honour any award given by the Court in this dispute as it was accepted that the decision of the Court given will be fully binding and they would give full effect to it.

This dispute dates back to 1969 when the Respondents decided that they wanted to introduce a system of clocking in for their watchmen who it was alleged were not performing their duties properly due to absenteeism, drunkenness and sleeping on duty which had led to an increased loss of Respondents' property over the years.

At a meeting of the Finance Committee in 1969 the Respondents explored this idea and approved the purchase of the clocks. On 20th January, 1970, at another meeting of the Finance Committee they resolved to buy 18 watchmen's clocks at a total cost not exceeding £540.

In October, 1970, the Respondents learned that the price of the clocks which had not so far been purchased had gone up to approximately £830 and the increase in cost notwithstanding the Respondents decided to go ahead with the purchase.

Up to this point it is not seriously disputed that the Claimants were not informed or given any indication officially about this development until they, the Claimants, found about this matter through the minutes and promptly forwarded their written objection about it to the Town Treasurer on 3rd March, 1970. The Claimants based their objection that this amounted to an interference in the conditions of service of the Respondents' employees and they asked that the matter be placed before the Municipal Staff Committee.

The Respondents purchased clocks in 1971.

In January, 1972, the Claimants again notified the Respondents that they would not accept these clocks and pressed for the matter to be placed before the Municipal Staff Committee. The Respondents maintained that the introduction of a clocking system was the prerogative of an employer. The Claimants, however, insisted that such a system would change the terms of service of the watchmen.

The Establishment Committee reaffirmed the decision re introduction of watchmen's clocks on 10th February, 1972, and from then onwards the Respondents started repeated attempts to introduce these clocks for the watchmen. The Claimants were adamant and completely refused their use by their members. This resulted in the watchmen getting together and formally declaring that they would not use these clocks under any circumstances.

On 23rd March, 1973, the Respondents gave a final warning to the watchmen pointing out that if they insisted in their refusal to accept the use of the clocks severe disciplinary action would be taken against them. The watchmen refused to accept these warning letters. The Claimants thereupon reported the dispute to the Minister for Labour and a conciliation meeting held on 8th June, 1974, failed to resolve the dispute. A further attempt at conciliation was made and a final deadlock was reached in October, 1974.

There appears to have been some delay in the preparation of the Notification of Dispute Form "A" as far as the issues to be referred to the Court were concerned. Eventually the Notification of Dispute Form "A" was signed by the parties on 14th November, 1974.

On 22nd February, 1975, the Respondents' Town Clerk issued notices to the watchmen and warned them that if they still refused to use them they should consider themselves suspended from duty with effect from 1st March, 1975. As the watchmen refused again to accept the clocking in system they were suspended on 1st March, 1975, and remained so for six days. They were, however, reinstated on 7th March, 1975, pending a ruling from the Industrial Court.

During the days they were suspended the Respondents employed 53 watchmen from a private organization. This resulted in some violence between them and the Respondents' employees who had been suspended. The Respondents had to pay Sh. 5,460 to this private organization.

The Respondents' watchmen were also paid for the days they were suspended although this payment has been opposed by the Provincial Local Government Officer.

The Claimants have in the main argued this dispute on the basis that the introduction of clocks for the watchmen will not improve their efficiency. They listed various points like that a clock cannot ensure that a watchman is awake throughout the hours worked or that he is drunk or that someone else and not the watchman has reported for duty. They submitted that only through effective supervision by human beings the efficiency could be improved. Since there was unemployment in the country the Respondents should create jobs by engaging extra persons as supervisors.

The Claimants also stressed that the hours of work for the watchmen were too long and that they suffered from lack of reasonable accommodation where they could sleep during the day and they did not have reasonable protective clothing.

The Claimants suggested that instead of clocks the Respondents should establish means of communication with these people through radio telephone. In any case they maintained the clocking system was already out of date and there was no point in it being introduced in Mombasa.

The Respondents in order to prove their point that the watchmen slept on duty carried out a photographic exercise through their Works Superintendent and the Internal Auditor sometime prior to the hearing of the dispute. As a result they produced a set of photographs which were strongly challenged by the Claimants. The Respondents called the Works Superintendent to give evidence on oath to formally prove the photographs and this witness stated that he did not know the reason why he had been asked to accompany the Internal Auditor to take the photographs of these watchmen. He also said that there were more photographs taken that night than the ones produced in the Court. He agreed that the faces of only two watchmen in them could be identified. One rather interesting point made by this witness was that as far as watchmen were concerned the Respondents were definitely understaffed with the result that on some occasions he had asked the watchmen to work 24 hours a day.

This witness gave evidence on 18th August and after his evidence was concluded the Court adjourned for final submissions to the 19th, the next day. When the hearing resumed the Respondents' representative applied to the Court to call further evidence in the light of the evidence given by the Works Superintendent. They had also applied to re-call the Works Superintendent. Both these applications were strongly opposed by the Claimants who pointed out that the Internal Auditor had been sitting in the Court throughout the Works Superintendents' evidence and that the Works Superintendent had been threatened to be dismissed for the evidence that he had given. This allegation was strongly refuted by the Respondents.

In view of the circumstances and the developments that had taken place and the fact that no party had given any notice for any witnesses to be called during the hearing of this dispute the Court refused the Respondents' application on the ground that it cannot be ruled out that the Works Superintendent may try to give different answers or clarifications to the ones given earlier and in the case of the Internal Auditor, since he had been sitting in the Court when the Works Superintendent gave evidence the Court felt that it would not be proper to allow him to give evidence. In any case since the Respondents had not complied with the Industrial Court Procedure Rules the Court rejected their application.

The Respondents criticized the Claimants that for over seven years they had encouraged insubordination and defiance on the part of their watchmen and nearly succeeded in wrecking the efficient administration of the Municipal Engineers Department in Mombasa in particular and the whole Council in general.

The Respondents also relied on clause 25 of the collective agreement between the parties which reads as follows:—

"(b) An employee shall faithfully and diligently carry out the duties of his post and any other duties which the Town Clerk or Head of Department or any person placed in authority over him may lawfully call upon him to perform."

The Respondents strongly submitted that their sole concern was to improve the efficiency of the watchmen as the number of thefts resulting in loss of the Respondents' property had increased due to the inefficiency of these watchmen who were prone to sleeping on duty, reporting drunk on duty and unwarranted absenteeism.

The Court has noted the great concern which the Claimants expressed during the hearing in improving the efficiency of the Respondents undertaking not only as far as watchmen were concerned but otherwise also. The Court appreciates the Claimants' statement that they do not condone incidents of sleeping, absences, drunkenness on duty and over cases of indiscipline which, however, they expected the Respondents to deal with in the normal manner by either warning them, or if the indiscipline warranted it, by terminating their services.

The Court has decided not to rely on the photographs which were produced by the Respondents during the hearing since all the photographs that were taken of those watchmen who were not asleep were not produced. These photographs did not represent a true picture.

The fact, however, remains from the documentary evidence produced that there have been a number of thefts and other cases of the watchmen being absent or being found drunk on duty or sleeping.

The Court has no hesitation in coming to the conclusion that there is a case for complete reorganization to improve the efficiency of these watchmen.

Although the Claimants have put forward very interesting arguments during the hearing, the Court finds that they have really not put forward any concrete ground or reason why these watchmen should not use the clocking system which was after all designed to ensure that they were there and that every half hour or so they were awake when they ticked the clock. The Claimants' argument that the introduction of clocking system is an interference in the conditions of service of the Respondents' employees is not sound.

Clause 6 of the memo of agreement establishing the National Joint Negotiating Council between the Claimants and the Association of Local Government Employers reads as follows:—

"Functions.—The duties of the Council shall be to negotiate between the parties concerning the rates of pay and overtime, hours of work, method of wage payment, paid leave, duration of employment, collection of Union dues, medical benefits, principles of redundancy, training, insurance schemes and other terms and conditions of service. It is recognized that the committee may negotiate on a separate basis as between manual workers and staff employees."

The Court finds that when a worker is required to tick a clock when he is on duty is not a condition of service which is negotiable.

However, the fact that an item is non-negotiable and is the management prerogative does not mean that there should be no consultations with the Claimants when it is intended to be introduced. The Court upholds the Claimants' submission that consultations between the employers and the unions are a corner-stone of the industrial relations system in Kenya.

The Court is satisfied that there was clearly no consultation between the parties and this is contrary to the industrial relations practice in the country. The Court feels that the manner in which the Respondents have gone about introducing clocks for the watchmen has been wrong and this has allowed a strong opposition to be built against this system. Any management is clearly within its rights to improve efficiency of their enterprise, indeed it is very much a function of the management to do so but it is very necessary that the workers' organization should be fully taken into confidence and consulted when a scheme is being introduced which directly affects the workers. Such an introduction should be preceded by consultations in order to avoid serious confrontation such as has happened in the present case.

The problem before the parties and the Court is further compounded by the fact that they are under-staffed as far as watchmen are concerned. This is proved by the Respondents' own witness, the Works Superintendent. The Respondents further told the Court that they were planning to engage 60 more watchmen taking the total strength to about 160.

Taking all the aforesaid points into consideration and the fact that the Claimants really did not put forward any reason or hardship which the watchmen would suffer if a clocking system was introduced the Court hereby directs the parties to embark on consultations immediately with a view to improving efficiency of the watchmen. Such consultations should include the introduction of the clocking system as the Court has no doubt that there are certain areas where clocking in would be necessary.

The Court has no doubt that in view of the Claimants' repeated assurances during the hearing that they were also as much concerned as the Respondents in improving the efficiency of the watchmen and that there was a case for complete reorganization of this particular department that the consultations ordered by the Court would prove fruitful to the benefit of everybody concerned.

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

SAEED R. COCKER,
Judge.

T. OKELO ODONGO,
Deputy to the Judge.

J. CARROLL,
Member.

GAZETTE NOTICE NO. 3008

THE INDUSTRIAL COURT

CAUSE NO. 23 OF 1976

Parties:—

Kenya Union of Commercial Food and Allied Workers
and
Security Express Ltd.

Issue in dispute:—

Dismissal of the following employees:—

1. Macharia Mwangi.
2. Njagi M'Ndia.
3. Omondi Okelo.
4. Irungu Njau.
5. Njenga Kinyanjui.
6. John Nyagoto.
7. Muiru Wachira.
8. Ondoo Otieno.
9. Peter Mwaniki.
10. Arthur Gachuo.
11. Raphael Gachima.

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

2. The parties were heard in Nairobi on 20th May, 29th June, 5th and 6th August and 3rd September, 1976, and in addition to relying on their written and verbal submissions called the following witnesses:—

Claimants.—Mwangi Macharia and Omondi Okelo.

Respondents.—Edward Nganga and Kiarie Chege.

The Court summoned the following two witnesses:—

E. M. Anjiru.

Insp. G. Njogu.

AWARD

3. The Notification of Dispute Form "A" dated 8th January, 1976, duly signed by the parties along with the statutory certificates signed by the Minister for Labour and the Labour Commissioner was received by the Court on 11th March, 1976.

The parties are agreed that the employment record of the eleven workers involved in this dispute with the Respondents is as follows:-

	<i>Date first Employed on casual basis</i>	<i>Date employed on permanent basis</i>	<i>Date of termination</i>
Macharia Mwangi ..	1-10-70	1-4-72	31-8-75
Njagi Mindia ..	1-2-72	1-8-73	31-8-75
Omundi Okello ..	1-2-72	1-4-74	31-8-75
Irungu Njau ..	18-8-70	1-4-72	31-8-75
Njenga Kinyanjui ..	1-11-70	1-4-72	31-8-75
John Nyagete ..	1-2-72	1-3-73	31-8-75
Muiru Wachira ..	1-2-73	1-11-74	31-8-75
Ondoo Otiemo ..	1-10-71	1-4-74	31-8-75
Peter Mwaniki ..	1-9-73	1-11-74	31-8-75
Arthur Gachue ..	1-2-72	1-9-74	31-8-75
Raphael Gathama ..	1-2-72	1-3-73	31-8-75

The services of these persons were terminated for the following two reasons:-

"1. On 13th May, 1975, you and others wrote a threatening letter to both the Managing Director and myself which I have handed over to the police for further investigation.

2. On a date known to yourself and others you gave a false report to Inspector Njogu of Muthangari Police Station which was damaging my name and that of the company."

The Claimants took up the matter on their behalf and an investigator appointed by the Ministry of Labour looked into the dispute and as a result the Permanent Secretary, Ministry of Labour, informed the parties that the dismissal of the employees in question was manifestly unjustified and wrongful. He stated that reinstatement would have been recommended but having regard to the period that they have been away from employment and other factors he was unable to do so. He recommended that each employee be paid three months' wages as compensation for loss of career.

The Claimants were only too happy to accept the above recommendations which were rejected by the Respondents.

Towards the end of 1973 the Respondents' employees made some contributions towards Ethiopian Relief Fund. The Claimants alleged that the Respondents deducted Sh. 50 from the wages of nearly all employees and had also promised to make a donation of Sh. 2,000 from themselves towards the Relief Fund. However, in 1974 the employees got word that the money had not been handed over to the Government for remittance to Ethiopia.

Some of the eleven employees who were dismissed approached the Provincial Commissioner's office at Nairobi and inquired about their contributions and were told that no money had been received. They also reported the matter to the Claimants and also made a report at Muthangari Police Station where they met Inspector Njogu. In between certain letters were written to the Respondents on 13th May, 1975 and 4th September, 1975, in which serious accusations were made against the Respondents' senior employee, Edward Majani. One letter dated 13th May was signed merely by "askaris of Security Express Ltd." with no particular name appearing thereon or bearing any signature.

After Inspector Njogu had made inquiries and found that no criminal offence had been disclosed the services of the aforesaid persons were terminated as stated above.

The Claimants have argued that each employee had contributed towards the Ethiopian Relief Fund and since the eleven employees involved in the dispute had each contributed Sh. 50 it was obvious that a huge amount had been collected by the Respondents which they had converted to their own use as it was never forwarded to the Provincial Commissioner's office. They further alleged that this money had been deducted forcefully at the time the employees were paid their salaries and no receipts had been issued in respect of the money so deducted.

The Claimants strongly refuted that the letter dated 13th May, 1975, had been written by any of the aforesaid eleven persons and there was no proof as to who the author was. It was wrong therefore to assume that the dismissed employees had written it.

The Claimants asked the Court to uphold that the eleven employees were wrongfully dismissed because the provisions of the collective agreement between the parties had not been followed and that they had been victimized for having pointed out to the authorities that their contributions for the Ethiopian Relief Fund had been detained by the Respondents. They asked for all of them to be reinstated without loss of any benefits.

The Respondents stated that the total contributions made by the employees were Sh. 160 only towards the Ethiopian Relief Fund and that this money had been collected through the

chief shopsteward, E. Nganga, and not by deductions from the workers' salaries as alleged. This money had been paid to the Provincial Commissioner, Nairobi, on 15th May, 1975.

The Respondents stated that the eleven employees had behaved in an insulting manner to the Respondents and more particularly to E. Majani contrary to the provisions of the Employment Act. They further argued that no employer could be expected to ignore such serious and mischievous allegations made against him by his employees without taking drastic action against them.

During the hearing certain interesting side issues were introduced by the Claimants in order to strengthen their case and these were that the management had failed to forward the employees' deductions and the Respondents' contributions as required by law to the National Social Security Fund. Further that the Respondents had defaulted in collecting the union dues.

The Court while noting these points finds that the crux of this dispute is the employees' general grievances regarding their terms and conditions of employment at that time. This was the main motive which prompted them to behave in the manner they did. The fact that the Respondents sat over the workers' contributions towards the Ethiopian Relief Fund for nearly two years gave them an opportunity of using that as an excuse for getting their own against the management.

The Court had the benefit of listening to the evidence of the various witnesses which they gave on oath and finds that the following facts have been proved:-

(i) That the employees did not contribute Sh. 50 each. In fact no one contributed Sh. 50 according to the Claimants' own chief shopsteward at the time, E. Nganga. The contributions ranged from 20 cents, 50 cents to Sh. 1, Sh. 2 to Sh. 5. Many workers did not contribute a single cent.

(ii) That a total sum of Sh. 160 only was collected which the Respondents did not forward to the Provincial Commissioner's office until some two years after it was collected.

(iii) A report was made by these eleven employees against the Respondents at Muthangari Police Station in which they had alleged the commission of a criminal offence by the Respondents and/or their Manager, Mr. Majani.

The Court having found the above points proved, must decide whether or not these eleven employees deserved a termination and if they deserved a termination whether it should have been a summary or a normal termination.

After careful consideration of all the submissions and the evidence given by the witnesses the Court is satisfied that these eleven employees had made a very serious and false allegation against the Respondents and/or Mr. Majani, their Manager, and the Court can find no justifiable excuse on their part for having taken such a mischievous step which could quite easily have caused a lot of embarrassment and ridicule to the Respondents and Mr. Majani. This sort of behaviour on the part of workers must be strongly deplored and discouraged. The Court would like to tell the workers that when they have legitimate grievances there are proper channels created by the Government through which these can be processed and that when they resort to falsehood it does not help their cases in the least. On the contrary they do themselves a lot of damage.

The Court further finds that the Respondents' management has indeed been very slack and that this contributed to a large extent to these eleven workers behaving as aforesaid. In fact the Respondents' inefficient management considerably reduces the gravity of the offence committed by these persons.

The Court must record a development which occurred during the proceedings of this dispute. This was that the Claimants' chief shopsteward and another very active trade union official in the Respondents' employment, K. Chege, both gave evidence in the Court on behalf of the Respondents and while the proceedings were still going on the Claimants expelled both these gentlemen from their membership vide a letter dated 10th August, 1976. The Court finds that the evidence given by these two gentlemen was true and it is unfortunate that they have been given this treatment for having told the truth.

The Court finds that these eleven workers deserved termination for having behaved in the manner they did in making serious and false allegations against the Respondents with the police but finds that their termination should be reduced to normal termination instead of summary dismissal for the reasons stated above.

The Court awards that these eleven employees should be given one month's pay in lieu of notice and they should also be paid any further dues to which they may be entitled under the collective agreement in the event of a normal termination.

Given in Nairobi this 30th day of September, 1976.

SAEED R. COCKAR,
Judge.

T. OKELO ODONGO,
Deputy to the Judge.

Z. M. ANYIENI,
Member.

GAZETTE NOTICE No. 3009

THE INDUSTRIAL COURT

CAUSE NO. 48 OF 1976

Parties:—

Amalgamated Union of Kenya Metal Workers
and
Regal Garage (1965)

Issues in dispute:—

1. Wages and effective date.
2. House allowance.
3. Annual leave.
4. Redundancy.
5. Protective clothing.
6. Suspension.
7. Sick leave.
8. Safari allowance.
9. Leave allowance.
10. Gratuity.

1. The Amalgamated Union of Kenya Metal Workers shall hereinafter be referred to as the Claimants and Regal Garage (1965) shall hereinafter be referred to as the Respondents.

2. The parties were heard in Nairobi on the 24th day of August, 1976, and relied on their written and verbal submissions.

AWARD

3. The Notification of Dispute Form "A" dated 15th August, 1975, duly signed by the parties was received by the Court on 1st July, 1976, along with the statutory certificate signed by the Labour Commissioner.

The parties are in the process of concluding their first ever collective agreement regarding terms and conditions of employment of the Respondents' employees. Until now the Respondents had complied with the statutory provisions regarding wages and other terms and conditions of employment for their employees.

The Claimants submitted their proposals to the Respondents on 18th July, 1974, and then reported a trade dispute to the Minister for Labour on 19th August as they alleged that their proposals were not even acknowledged by the Respondents.

The trade dispute was accepted and a conciliator was appointed whose appointment on 17th February, 1975, was withdrawn and another conciliator was appointed in his place.

Conciliation proceedings were concluded in August, 1975, when agreement was reached on a number of items and deadlock recorded on the issues in dispute.

The Claimants have based their case on the high cost of living and have also argued that the Respondents had paid all these years just the statutory minimum rates of wages to their employees. They asked the Court to award a minimum monthly wage of Sh. 500 excluding an element for housing allowance with effect from 1st June, 1975. Further, those employees who might be earning over the new minimum of Sh. 500 should be awarded 15 per cent wage increase. In addition to the above wage demand the Claimants pressed for a housing allowance of Sh. 100 p.m. to each employee.

The Respondents resisted these demands on the ground of their inability to meet them. They made available to the Court and the Claimants copies of their balance sheets and bank statements and pleaded that they just managed to exist and in the process provide employment to some 13 employees in addition the proprietor's son. They stated that they were in business on a bank overdraft and were buying damaged vehicles which they sold after repairs.

The Court notes that although the Respondents state that they are at the statutory levels regarding wages and fringe benefits, in fact they pay seven panel beaters wages from Sh. 420 p.m. to Sh. 800 p.m. They pay a sum of Sh. 420 to a mechanic and the driver gets Sh. 425 p.m. while an Asian foreman is at Sh. 1,600 p.m. One assistant store keeper is at Sh. 480 p.m.

The Employment Promotion Division report states that from the date the Claimants submitted their proposals to July, 1976, the wage earners cost of living has gone up by 36.8 per cent and during the same period from October, 1974 to July, 1976, the wages of the unskilled workers have gone up by 20 per cent while those of the artisans mostly ungraded has risen by an average of 16 per cent over the same period. This would seem to indicate that the maximum compensation to price increases would be 16.8 per cent for the unskilled workers.

After careful consideration of all the submissions the Court finds that in this dispute there is very little room to require the Respondents to go above the statutory minimums both in wages and fringe benefits and other terms and conditions of employment. By and large it is this type of employer for whom the statutory instruments are enacted in order to give the workers a basic minimum standard.

However, since the Respondents have accorded recognition to the Claimants the Court must proceed to make an award on the demand put forward by the Claimants on the various issues. As stated above the Court feels that on the issues of annual leave, suspension and sick leave, the Court is not prepared to make any award and the employees shall be entitled to these benefits as laid down in the statutory provisions.

On the other issues the Court makes the following award:—

1. *Wages and effective date.*—The Court awards that all the Respondents' unionizable employees shall get a wage increase of Sh. 50 p.m. with effect from 1st March, 1976, and after a period of 12 months from that date they shall get a further increase of Sh. 30 p.m.

2. *House allowance.*—Since housing allowance of Sh. 45 is included in the wages paid by the Respondents the Court does not intend to make a separate award under this issue. The Court would like to clarify that the increases awarded to the workers are on their consolidated wages.

3. *Redundancy.*—The dispute on this issue is only on the question of the payment to be made to any employee who is declared redundant and the Court awards that when an employee is declared redundant he shall be paid 15 days' pay for every completed year of service.

5. *Protective clothing.*—The Court awards that the Respondents shall provide workers with two pairs of overalls as against one which they supply at present.

8. *Safari allowance.*—The Court awards as follows:—

An employee who is required to work away from his normal working place, other than on transfer, shall be entitled to the following subsistence allowance:—

- (a) For journeys in excess of six hours but less than 12 hours: Sh. 7/50.
- (b) For journeys in excess of 12 hours but not including an overnight stop: Sh. 15.
- (c) For journeys in excess of 12 hours but including overnight stop: Sh. 50.

9. *Leave allowance.*—The Court awards that the workers shall get a leave allowance of Sh. 50 when they proceed on annual leave.

10. *Gratuity.*—The Court awards that the workers shall be entitled to a gratuity at the rate of 15 days' pay for every completed year of service prior to the commencement of the National Social Security Fund.

Given in Nairobi this 24th day of September, 1976.

SAEED R. COCKAR,
Judge.

T. OKELO ODONGO,
Deputy to the Judge.

F. E. CHOGO,
Member

GAZETTE NOTICE NO. 3010

THE INDUSTRIAL COURT

CAUSE NO. 81 OF 1975

Parties:—

Kenya Union of Commercial Food and Allied Workers

and

Kirinyaga District Co-operative Union Ltd.

INTERPRETATION APPLICATION—RULING

The Court announced its award on 25th March, 1976, and stated as follows in the last two paragraphs of the award:—

"After careful consideration of all the submissions the Court awards that the effective date of the agreement should be 1st July, 1975, but on the condition that the wage increases which have been granted by the Respondents to the employees with effect from 1st October, 1974, are to be deducted from the new wage increases agreed between the parties for the first year of the three-year new agreement effective from 1st July, 1975, as awarded by the Court."

To clarify this matter a general labourer was granted a wage increase of Sh. 15 with effect from 1st October, 1974, by the Respondents and the wage increase agreed under the new collective agreement for him is Sh. 26. Under the Court award the general labourer will get an increase of another Sh. 11 with effect from 1st July, 1975, for the first year. The same principle applies to all the other scales."

The Claimants have applied for an interpretation of the Court award and have pointed out that the Respondents had agreed to award certain increases to their unionizable employees with effect from 1st October, 1975, starting from Sh. 26 for a general labourer going up to Sh. 63/50 for an artisan with TTC I and that the only item on which they were in deadlock was the effective date with the Claimants pressing it to be 1st May, 1975, and the Respondents offering 1st October, 1975.

The Claimants stated that the Industrial Court had always improved the workers' benefits wherever and whenever circumstances permitted it and in the award in this dispute it was their interpretation that the Court intended to give the workers the agreed increase of Sh. 26 for a general labourer and all the other increases for the other categories of workers as offered by the Respondents plus a sum of Sh. 11 making a total of Sh. 37 p.m. with effect from 1st July, 1975. They further argued that the Sh. 11 awarded by the Court was to be added to the increases offered by the Respondents for all grades with effect from 1st July, 1975.

The Respondents stated that they had interpreted the Court award on the basis that the Court intended to give the workers an additional sum of Sh. 11 p.m. with effect from 1st July, 1975, as the Respondents had already awarded a unilateral wage increase of Sh. 15 to all employees with effect from 1st October, 1974, up to the end of September, 1975. Thereafter the workers were to receive the increases as offered by them which offer was contained in their written submission starting from Sh. 26 p.m. for the lowest grade.

The Respondents stated that they presumed that the Court did not intend that the workers shall get an increase of Sh. 11 only with effect from 1st July, 1975, for the first year.

The Court is satisfied that the Respondents' interpretation is correct and that they had in implementing the aforesaid award rectified the error which appears in the second but last sentence in the quotation from the award as stated hereinabove.

The Court intended to give all the workers an additional benefit from 1st July, 1975, up to the end of September, 1975, only and thereafter the employees were to get increases in line with what the Respondents and Claimants had agreed and which appear in Appendix A to the Respondents' Appendix B in the Respondents' written submissions in the last column.

The Court appreciates that this is not strictly an interpretation application but this application has resulted in pointing out an inadvertent error in the Court award. The Court accordingly rectifies the error in the award under the powers vested in the Court under section 10, subsection 5 of the Trade Disputes Act.

The Court is satisfied that the way in which the Respondents have interpreted the Court award has not resulted in any loss to the employees. On the contrary they have benefited for the months of July, August and September and the Court confirms the Respondents' interpretation of the Court award.

The Court rectifies the error in the last but one paragraph of its award which should now read as follows:—

"After careful consideration of all the submissions the Court awards that the effective date of the agreement should

be 1st July, 1975, but on the condition that the wage increases which have been granted by the Respondents to the employees with effect from 1st October, 1974, are to be deducted from the new wage increases agreed between the parties for the first three months of the first year of the three-year new agreement effective from 1st July, 1975, as awarded by the Court."

The Court further cancels the last paragraph of the award.

Dated this 25th day of September, 1976.

SAEED R. COCKER,
Judge.

T. OKELO ODONGO,
Deputy to the Judge.

F. E. CHOGO,
Member.

GAZETTE NOTICE NO. 3011

THE TRADE MARKS ACT

(Cap. 506)

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

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

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

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

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

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

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

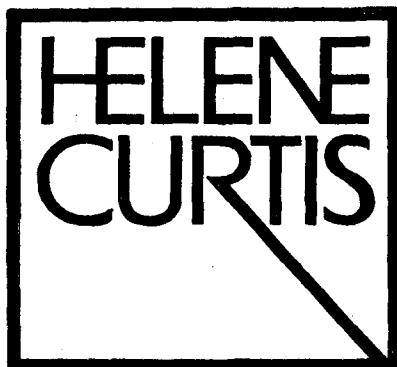
IN CLASS 3—SCHEDULE III

COLGATE TENDER CARE

Registration of this trade mark shall give no right to the exclusive use of the words Tender Care.

22481.—Toilet soap, shampoo, talcum powder, after-shave lotion, brilliantine, other preparations for hair and skin, cosmetics. COLGATE-PALMOLIVE COMPANY of 300 Park Avenue, New York, N.Y. 10022, United States of America. C/o Messrs. Kaplan & Stratton, Advocates, P.O. Box 40111, Nairobi, 22nd December, 1975.

IN CLASS 3—SCHEDULE III.



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

B.22798.—Soaps, perfumery, essential oils, cosmetics and hair lotions. HELENE CURTIS INDUSTRIES, INC., a corporation organized and existing under the laws of the State of Illinois, of 4401, W. North Avenue, Chicago, Illinois 60639, U.S.A. C/o Messrs. Kaplan & Stratton, Advocates, P.O. Box 40111, Nairobi. To be associated with TM. No. 18770. 13th May, 1976.

IN CLASS 5—SCHEDULE III

VESANOID

22973.—Pharmaceutical, veterinary and sanitary preparations and substances in Class 5. ROCHE PRODUCTS LIMITED, a British limited liability company of 40, Broadwater Road, Welwyn Garden City, Hertfordshire, England. C/o Messrs. Atkinson, Cleasby & Satchu, Advocates, P.O. Box 90121, Mombasa. 7th July, 1976.

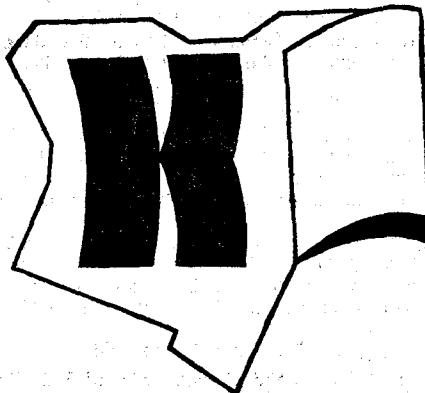
IN CLASS 16—SCHEDULE III



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

B.22514.—Financial and commercial printed matter, including publications, journals, newsletters, reports, books, forms and stationery. SECURITY PACIFIC CORPORATION, of 333 South Hope Street, Los Angeles, California, United States of America. C/o Messrs. Kaplan & Stratton, Advocates, P.O. Box 40111, Nairobi. 16th January, 1976.

BOTH IN CLASS 16—SCHEDULE III



Advertised before acceptance under section 21 (1) proviso.

B.22719.—Paper and paper articles, all types of stationery. KARTASI INDUSTRIES LIMITED, manufacturers and dealers, of P.O. Box 43118, Nairobi. 6th April, 1976.

HYPERCOTE

23008.—Paper, paper articles, cardboard, cardboard articles, and wrapping and packaging materials, all included in Class 16. THAMES BOARD MILLS LIMITED, a company incorporated under the English Companies Acts, manufacturers and merchants, of London Road, Purfleet, Essex, England. C/o Messrs. Kaplan & Stratton, Advocates, P.O. Box 40111, Nairobi. 8th July, 1976.

The undermentioned applications are proceeding in the name of VAJA'S. Partners: 1. K. V. Shah, 2. B. K. Shah, 3. M. K. Shah, 4. R. K. Shah, manufacturers and merchants, of P.O. Box 46716, Nairobi.

BOTH IN CLASS 24—SCHEDULE III

TOP SHOP

B.22870.—Printed labels on textile material. 11th June, 1976.

WAVE LENGTH

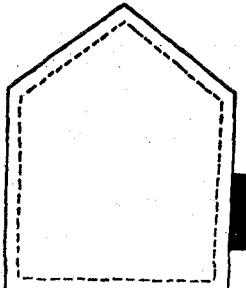
22871.—Printed labels on textile material. 11th June, 1976.

IN CLASS 24—SCHEDULE III



22877.—Printed material on textile materials. RITA'S FURNITURE CENTRE LTD., label manufacturers, of P.O. Box 45221, Nairobi. 18th June, 1976.

IN CLASS 25—SCHEDULE III



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

The trade mark is limited to colours red, orange, white, black and blue labels sewn into the left-hand seam of the rear pocket of a pair of jeans as shown on the representation of the form of application.

22584.—Jeans, being articles of clothing. LEVI STRAUSS & CO., a Delaware Corporation, of 2 Embarcadero Center, San Francisco, California, U.S.A. C/o Messrs. Kaplan & Stratton, Advocates, P.O. Box 40111, Nairobi. 13th February, 1976.

IN CLASS 25—SCHEDULE III

AMIR

23003.—Shirts. AFRICAN GARMENTS & TEXTILES MFG. COMPANY LIMITED, manufacturers, of P.O. Box 80663, Mombasa, Kenya. 8th July, 1976.

BOTH IN CLASS 32—SCHEDULE III

PASSAIA

22875.—Non-alcoholic beverages; syrups and other preparations for making non-alcoholic beverages. PASSI AG., a joint stock corporation organized and existing under the laws of Switzerland, of 4852 Rothrist, Switzerland. C/o Messrs. Atkinson, Cleasby & Satchu, Advocates, P.O. Box 90121, Mombasa. 14th June, 1976.

SIBON

23016.—Preparations in powder form for preparing non-alcoholic beverages in Class 32. JEL SERT AMERICAS, INCORPORATED, a corporation organized and existing under the laws of the State of Illinois, of Highway 59 and Conde Street, West Chicago, Illinois, U.S.A. C/o Messrs. Atkinson, Cleasby & Satchu, Advocates, P.O. Box 90121, Mombasa. 12th July, 1976.

J. N. KING'ARUI,
Assistant Registrar of Trade Marks.

GAZETTE NOTICE NO. 3012

THE LIQUOR LICENSING ACT

(Cap. 121)

NAKURU LIQUOR LICENSING COURT
Special Meeting

DULY authorized by the Provincial Commissioner, Rift Valley Province, a Special Meeting of the Nakuru Liquor Licensing Court, will be held in the District Commissioner's Office, Nakuru, on Monday, 18th October, 1976, at 10 a.m.

The list of the applications to be considered at this meeting may be seen on the Notice Board at the District Commissioner's Office, Nakuru.

GICHOHI MWANGI,
District Commissioner, Nakuru.

GAZETTE NOTICE NO. 3013

THE TRADITIONAL LIQUOR ACT, 1971
(No. 26 of 1971)**SOUTH NYANZA TRADITIONAL LIQUOR LICENSING BOARD**

THE next statutory meeting of the South Nyanza Traditional Liquor Licensing Board will be held in the District Commissioner's office, Homa Bay, on Monday, 6th December, 1976, at 10 a.m., to consider yearly applications for 1977 Traditional Liquor Licences.

Applications for renewals, removals, transfers and new licences must reach the District Commissioner's office, P.O. Box 1, Homa Bay, not later than 20th October, 1976. Any late application not received by this date will only be considered on payment of late fee of K.Sh. 20.

Applicants for new licences are requested to appear in person or be represented by an advocate before the Board. Attendance of applicants for renewals is optional unless there are objections, in which case attendance is desirable.

Applicants are advised to submit their applications by registered post.

B. K. M. OGOL,
Chairman,
South Nyanza Traditional Liquor Licensing Board.

GAZETTE NOTICE NO. 3014

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. 254 OF 1973

By William Muir Anderson of P.O. Box 40378, Nairobi in Kenya, the son of the deceased and the executor named in his will, through Messrs. Robson Harris & Co., Advocates of

Nairobi, for a grant of probate of the will of Samuel Anderson of Nairobi aforesaid, who died at Nairobi on the 22nd day of January, 1972.

(2) CAUSE NO. 379 OF 1976

By Kenya Commercial Bank International Limited of P.O. Box 30356, Nairobi in Kenya, the executor named in the will of the deceased, through Messrs. Shapley Barret & Co., Advocates of Nairobi, for a grant of probate of the will of Beresford James Lack of Naivasha in Kenya, who died at Naivasha aforesaid on the 28th day of July, 1976.

(3) CAUSE NO. 392 OF 1976

By Tadjin Alibhai Jiwa Shamji of P.O. Box 41069, Nairobi in Kenya, the son of the deceased and the executor named in his will, through Sayed Ahmed, Esq., Advocate of Nairobi, for a grant of probate of the will of Alibhai Jiwa Shamji of Kisii in Kenya, who died at Nairobi on the 17th day of December, 1975.

(4) CAUSE NO. 393 OF 1976

By Kundan Singh Panesar of P.O. Box 45494, Nairobi in Kenya, the widower of the deceased, through Sayed Ahmed, Esq., Advocate of Nairobi, for a grant of letters of administration intestate of the estate of Bachan Kaur Panesar of Nairobi aforesaid, who died at Nairobi on the 2nd day of May, 1972.

(5) CAUSE NO. 394 OF 1976

By Njeri Gichenga of P.O. Box 128, Thomsions Falls, the mother of the deceased, through Messrs. Vohra & Gitao, Advocates of Nairobi, for a grant of letters of administration intestate of the estate of John Kinyanjui Mbugua of Thomsions Falls aforesaid, who died on the Thomsions Falls-Subukia Road in Kenya, on the 29th day of December, 1974.

(6) CAUSE NO. 396 OF 1976

By Shirinkhamu Kassamali Ramji of P.O. Box 171, Kisumu in Kenya, the widow of the deceased and the executrix named in his will, through Messrs. Francis Da Gama Rose & Co., Advocates of Nairobi, for a grant of probate of the will of Kassamali Ramji Jivraji of Kisumu aforesaid, who died at Kisumu on the 22nd day of June, 1974.

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 day of October, 1976.

M. F. PATEL,
Nairobi,
4th October, 1976.

Senior Deputy Registrar,
High Court of Kenya, Nairobi.

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

GAZETTE NOTICE NO. 3015

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. 208 OF 1976

By Pauline Wanjiru Kiarie of P.O. Box 30597, Nairobi in Kenya, the widow of the deceased, through Messrs. Michael Owuor & Company, advocates of Nairobi, for a grant of letters of administration intestate of the estate of John Charles Kiarie of Murang'a District in Kenya who died on the Maragua/Saba Saba Road in Kenya on the 6th day of June, 1973.

(2) CAUSE NO. 376 OF 1976

By (1) Peter John Smithson Hewett and (2) Neville Patrick Gibson Warren both of P.O. Box 40034, Nairobi in Kenya, the duly constituted attorneys of Edward Fouikes, the executor named in her will, through Messrs. Daly & Figgis, advocates of Nairobi, for resealing in Kenya, the grant of Probate granted on the 30th day of June, 1976 by the Common Law Division of the High Court of Justice of the Isle of Man at Douglas of the will of Alice Devenport of Main Road Kirk Michael in Isle of Man who died there on the 6th day of June, 1976.

(3) CAUSE NO. 377 OF 1976

By Kantaben Gulabchand Meghji Shah of P.O. Box 10177, Nairobi in Kenya, the widow of the deceased, through Messrs. J. J. Patel, advocates, of Nairobi, for a grant of letters of administration intestate of the estate of Gulabchand Meghji

Shah of Nairobi aforesaid who died at Nairobi on the 25th day of April, 1975.

This Court will proceed to issue the same unless cause be shown to the contrary and appearance in this respect entered on or before 15th October, 1976.

Nairobi,
25th September, 1976.
M. F. PATEL,
Senior Deputy Registrar,
High Court of Kenya, Nairobi.

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

GAZETTE NOTICE NO. 3016

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
366/76	Jackton Henry Odera Alando.	South Sakwa, Siaya District	23-8-74	Intestate
323/75	Chan Hee Kim ..	Kiambu District	3-10-75	Intestate
275/75	Peter Kyule Mutunga.	Matungulu Location, Machakos District	8-9-74	Intestate
89/73	Munguti Somba	Mbooni Location, Machakos District	24-6-71	Intestate
532/76	Gaitano Mbugua Muhoro.	Kawangware Dagoretti, Nairobi	18-7-76	Intestate
272/75	Joseph Gathiru Kimata.	Kiambu District	11-3-75	Intestate
305/74	Joseph Mwangi Ikinya.	Kirinyaga District	16-8-74	Intestate
39/76	Omolo Okado ..	Siaya District	10-1-75	Intestate
61/76	Kasi Matibo ..	Mitaboni Location, Machakos District	29-10-75	Intestate

Nairobi,
1st October, 1976.

L. J. WOODBURN,
Assistant Public Trustee.

GAZETTE NOTICE NO. 3017

DEVCHAND NANJI KHAGRAM, 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 Devchand Nanji Khagram of P.O. Box 1299, Nakuru in Kenya, who died on the 14th day of August, 1976, at Nairobi in Kenya, is hereby required to send particulars in writing of his or her claim or interest to the undersigned before the 30th day of November, 1976, after which date the executrix will distribute the estate among the persons entitled thereto, having regard only to the claims and interests of which she shall have had notice and will not as respects the property so distributed be liable to any person of whose claim she shall not then have had notice.

Dated this 30th day of September, 1976.

K. J. PATEL,
Advocate for the Executrix,
Burlington House, Kenyatta Avenue,
P.O. Box 910, Nakuru.

GAZETTE NOTICE NO. 3018

JASWANT SINGH JUTLEY s/o BACHAN SINGH,
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 Jaswant Singh Jutley s/o Bachan Singh Sham Singh, who died at Ludhiana in India, on the 28th day of August, 1976, is hereby required to send particulars in writing of his or her claim or interest to the undersigned, before the 30th day of November, 1976, after which date the legal personal representatives 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 regards the property so distributed be liable to any person of whose claim they shall not then have had notice.

Dated at Nakuru this 29th day of September, 1976.

SMITH & PATEL,
Advocates of the Intended
Legal Personal Representatives,
P.O. Box 20, Nakuru.

GAZETTE NOTICE NO. 3019

HIRJI GHELABHAI GOKANI, 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 Hirji Ghelabhai Bhimji Gokani, who died at Nakuru on the 7th day of January, 1976, is hereby required to send particulars in writing of his or her claim or interest to the undersigned, by or before the 30th day of November, 1976, after which date the executrix will distribute the estate among persons entitled thereto having regard only to the claims and interests of which she would have had notice and will not as regards the property so distributed be liable to any person of whose claim she shall not then have had notice.

Dated at Nakuru this 29th day of September, 1976.

SMITH & PATEL,
Advocates for the Executrix,
P.O. Box 20, Nakuru.

GAZETTE NOTICE NO. 3020

THE COMPANIES ACT
(Cap. 486)NOTICE OF FIRST MEETINGS
(Rule 110)

IN BANKRUPTCY AND WINDING-UP CAUSE NO. 4 OF 1973

Re: Nyumba Consumers Trading Company Limited

(In Liquidation)

Name of company.—Nyumba Consumers Trading Company Limited.

Address of registered office.—4th Floor, Grindlays Building, Kenyatta Avenue, Nairobi.

Registered postal address.—P.O. Box 20220, Nairobi.

Court.—High Court of Kenya at Nairobi.

No. of matter.—Bankruptcy and Winding-up Cause No. 4 of 1973.

Creditors:—

Date.—25th October, 1976.

Hour.—2.30 p.m.

Place.—The Conference Room, Office of the Official Receiver, Fifth Floor, Sheria House, Harambee Avenue, Nairobi.

Contributors:—

Date.—25th October, 1976.

Hour.—2.15 p.m.

Place.—The Conference Room, Office of the Official Receiver, Fifth Floor, Sheria House, Harambee Avenue, Nairobi.

Nairobi,
1st October, 1976.

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

GAZETTE NOTICE NO. 3021

THE COMPANIES ACT

(Cap. 486)

NOTICE OF FIRST MEETINGS

(Rule 110)

IN BANKRUPTCY AND WINDING-UP CAUSE NO. 11 OF 1974

Re: *Manufactured Fabrics Limited (In Liquidation)**Name of company.*—Manufactured Fabrics Limited.*Address of registered office.*—4th Floor, Grindlays Building, Kenyatta Avenue, Nairobi.*Registered postal address.*—P.O. Box 20220, Nairobi.*Court.*—High Court of Kenya at Nairobi.*No. of matter.*—Bankruptcy and Winding-up Cause No. 11 of 1974.

Creditors:—

Date.—22nd October, 1976.*Hour.*—2.30 p.m.*Place.*—The Conference Room, Office of the Official Receiver, Fifth Floor, Sheria House, Harambee Avenue, Nairobi.

Contributories:—

Date.—22nd October, 1976.*Hour.*—2.15 p.m.*Place.*—The Conference Room, Office of the Official Receiver, Fifth Floor, Sheria House, Harambee Avenue, Nairobi.

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

Nairobi,
1st October, 1976.

GAZETTE NOTICE NO. 3022

THE COMPANIES ACT

(Cap. 486)

NOTICE OF WINDING-UP ORDER

(Rule 37 (1) (c))

IN BANKRUPTCY AND WINDING-UP CAUSE NO. 14 OF 1975

Re: *Meadowlands Limited (In Liquidation)**Name of company.*—Meadowlands Limited.*Address of registered office.*—8th Floor, International Life House, Nairobi.*Registered postal address.*—P.O. Box 45867, Nairobi.*Court.*—High Court of Kenya at Nairobi.*No. of matter.*—Bankruptcy and Winding-up Cause No. 14 of 1975.*Date of order.*—24th September, 1976.*Date of presentation of petition.*—18th November, 1975.

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

GAZETTE NOTICE NO. 3023

IN THE MATTER OF THE COMPANIES ACT

(Cap. 486)

AND

IN THE MATTER OF MURRELL & COMPANY LIMITED

Reference is made to Gazette Notice No. 1200 of the 15th April, 1976

NOTICE is hereby given that at an extraordinary general meeting of the members of Murrell & Company Limited held at the registered office of the company, on the 13th day of September, 1976, it was resolved as a Special Resolution:—

“That the resolution passed at the extraordinary general meeting held on the 31st of March, 1976, for winding up of the company be and is hereby rescinded and the company continue in operation.”

R. K. CHESIRE,
Director,
Murrell & Company Limited.

GAZETTE NOTICE NO. 3024

THE CO-OPERATIVE SOCIETIES ACT

(Cap. 490, sections 65 and 69)

ORDER

WHEREAS pursuant to section 61 (1) of the above Act, I ordered an Inquiry into the by-laws, working and financial condition of the:—

Nakuru Consumers Co-operative Society Ltd. (Reg. No. 947).

Biborn Farmers Co-operative Society Ltd. (Reg. No. 995).

Kirangi Farmers Co-operative Society Ltd. (Reg. No. 1103).

Munyu Farmers Co-operative Society Ltd. (Reg. No. 1105).

Baramwenzi Farmers Co-operative Society Ltd. (Reg. No. 1107).

Nyakiambi Farmers Co-operative Society Ltd. (Reg. No. 1268).

Mutamaiyu Farmers Co-operative Society Ltd. (Reg. No. 1374).

Stoton Farmers Co-operative Society Ltd. (Reg. No. 1469).

Crater Farmers Co-operative Society Ltd. (Reg. No. 1505).

Mwangaza Farmers Co-operative Society Ltd. (Reg. No. 1517).

Wangatabus Farmers Co-operative Society Ltd. (Reg. No. 1520).

Mwiyetheri Farmers Co-operative Society Ltd. (Reg. No. 1533).

Nakuru Co-operative Credit Society Ltd. (Reg. No. 1730).

And whereas I am of the opinion that the said societies should be dissolved:

Now, therefore, pursuant to section 65 (1) of the said Act, I hereby cancel the registration of the said societies and order that they be liquidated.

Any member of the said societies may, within two months of the date of this Order, appeal to the Minister for Co-operative Development against the Order. If no such appeal is presented within the time the Order shall take effect upon the expiry thereof.

And further pursuant to section 69 of the said Act, I hereby appoint the District Co-operative Officer, Nakuru, to be liquidator and authorize him to take into his custody all the property of the said societies including such books and documents as are deemed necessary for completion of the liquidation.

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

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

GAZETTE NOTICE NO. 3025

THE CO-OPERATIVE SOCIETIES ACT

(Cap. 490)

REMOVAL OF COMMITTEE

(Section 64)

WHEREAS a due inquiry has been held into the affairs of South Nyanza Dairy Co-operative Union Ltd., and whereas I am satisfied that the committee of the said Society is not performing its duties properly:

Now therefore in exercise of the powers vested in me by section 64 of the Co-operative Societies Act I do hereby order the removal of the following members—

Chairman.—Aloys Ayuge Ochieng;*Members:*

Barnabas Athero,

Peter Chacha,

Tobias Oloo,

Christiantus Ogada,

Concius Odawo,

Timotheo Orach,

Andrea Okeyo.

And subsequently appoint the following persons to manage the affairs of the said South Nyanza Dairy Co-operative Union Ltd., for a period of twelve months commencing from the date of this notice.

Chairman.—District Commissioner (B. M. Ogol);

Vice-Chairman.—Chief Benjamin Awino;

Members:

District Agricultural Officer,
Paul Inda,
Abner Odera,
Ernest Ngoje Olang.

And I further order that the allowances of the new committee members who are not civil servants and the salary of the Manager shall be paid out of the Society's Funds.

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

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

GAZETTE NOTICE No. 3026

(CS/661)

THE CO-OPERATIVE SOCIETIES ACT
(Cap. 490)

CLOSURE OF LIQUIDATION

Re: *Butali Farmers Co-operative Society Limited*
(*In Liquidation*)

WHEREAS the registration of the above-named society was cancelled by an Order made on the 23rd day of August, 1972, and which Order became effective on the 23rd day of August, 1972, and whereas the assets of the said society have now been realized and all creditors paid in accordance with a scheme of distribution approved by me so far as it has been found possible at this date so to do, I now order that the liquidation of the said society be closed with effect from the date of this Order.

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

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

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

GAZETTE NOTICE No. 3027

THE JUBILEE INSURANCE COMPANY LIMITED
(Incorporated in Kenya)

Head Office: P.O. Box 30376, Nairobi

LOSS OF POLICY

Life Policy No. 23685 in the name of Shamshudin Ismail Lalji Nurani.

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

K. S. DAWOOD,
Company Secretary.

GAZETTE NOTICE No. 3028

THE PAN AFRICA INSURANCE COMPANY LIMITED
MOMBASA

(Incorporated in Kenya)

LOSS OF POLICY

Policy No. 22014 for Sh. 10,000 on the life of Hassan Murbe, P.O. Box 5330, Mombasa, Kenya

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

Mombasa,
24th September, 1976.

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

GAZETTE NOTICE No. 3029

THE PAN AFRICA INSURANCE COMPANY LIMITED
MOMBASA

(Incorporated in Kenya)

LOSS OF POLICY

Policy No. K/73037 for Sh. 10,000 on the life of Stephen Kithinji Rithara, Ruiri Coffee Society, P.O. Box 6, Nchoroiboro, Meru, Kenya.

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

Mombasa,
24th September, 1976.

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

GAZETTE NOTICE No. 3030

THE OLD MUTUAL

South African Mutual Life Assurance Society (Incorporated by Act of Parliament in South Africa with limited liability

P.O. Box 30059, Nairobi, Kenya

LOSS OF POLICY

Policy No. 1641670 for Sh. 40,000 dated 13-2-61 on the life of the late Apolinario De Souza and the property of the late Apolinario De Souza.

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

M. A. GRUNEBERG,
Manager for East Africa.

GAZETTE NOTICE No. 3031

INSURANCE BROKERS OF EAST AFRICA LIMITED

LOSS OF SHARE CERTIFICATE

Share Certificate No. 9 in respect of 1,000 Ordinary Shares in the name of Ally Kleist Sykes.

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

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

T. V. WELTON,
Company Secretary.

GAZETTE NOTICE No. 3032

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

THE LOCAL GOVERNMENT (KIAMBU DEVELOPMENT JOINT BOARD) ORDER, 1965

(L.N. 245 of 1963)

APPOINTMENT OF MEMBERS

IN EXERCISE of the powers conferred by paragraph three (3) of the Local Government (Kiambu Trade Development Joint Board) Order, 1965, the County Council of Kiambu hereby appoints—

Councillor Njenga Kinuthia.—Chairman of Council;

Councillor Peter Njenga Mbugua.—Chairman of Finance, Staff and General Purposes Committee;

Councillor Peter Gicheru.—Chairman of Markets and Trade Committee,
to be members of the Kiambu Trade Development Joint Board.

Dated this 29th day of September, 1976.

P. E. N. THIONGO,
Acting County Clerk,
Kiambu,
29th September, 1976.
County Hall,
P.O. Box 170, Kiambu.

GAZETTE NOTICE NO. 3033

THE ELDAMA RAVINE, KABARNET, KABARTONJO KAMPI YA SAMAKI AND MOGOTIO 1976 SUPPLEMENTARY PUBLIC LAND VALUATION ROLL

AND

1976 SUPPLEMENTARY PRIVATE LAND VALUATION ROLL

NOTICE is hereby given that in accordance with section 9 (2) of the Valuation for Rating Act. (Cap. 266) Laws of Kenya the 1976 Supplementary Public Land Valuation Roll and the 1976 Supplementary Private Land Valuation Roll in respect of Eldama Ravine, Kabarnet, Kabartonjo, Kampi ya Samaki and Mogotio Townships has been laid before a meeting of the County Council of Baringo and is now available at the offices of the Council, Kabarnet, for public inspection, during the normal office hours.

Pursuant to section 10 of the Valuation for Rating Act (Cap. 226) any person who is aggrieved—

- (a) by the inclusion of any rateable property in or by omission of any rateable property from the Valuation Roll; or
- (b) by any value ascribed in the Valuation Roll to any rateable property or by any other statement made or omitted to be made in the same with respect of any rateable property, may lodge an objection in writing to the Clerk of the Council, P.O. Box 53, Kabarnet, before the expiration of twenty-eight (28) days from the publication of this notice, on the appropriate form (copies of which may be obtained from the Clerk of the Council on application).

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

W. K. CHEBOIWO,
Clerk of the Council,
County Hall,
Kabarnet,
14th September, 1976.
P.O. Box 53, Kabarnet.

GAZETTE NOTICE NO. 3034

MINISTRY OF WORKS

TENDER NOTICE NO. 86/76

TENDERS are invited for the supply and delivery of Concrete Mixers to the Ministry of Works, Provincial Engineer, Eastern/North-Eastern Provinces, Nairobi.

The mixers shall be portable with rubber tyres and capacity of 6/4 or 7/5 with a suitable diesel or petrol motor. No drawbar is required. The quantity to be supplied is 10 No. Detailed specifications and conditions of tender can be obtained from the Provincial Engineer's office on Machakos Road, P.O. Box 42267, Nairobi, on application and payment of K.Sh. 100 deposit.

Prices quoted must be net for delivery to the Provincial Engineer's yard and must include duty and sales tax. Prices must be quoted in Kenya Shillings.

Tenders must be enclosed in plain sealed envelopes marked "Tender No. 86/76: Concrete Mixers" and addressed to reach the undersigned, P.O. Box 30346, Nairobi, or be placed in the Tender Box at the entrance to the Main Office Block, Supplies Branch, Likoni Road, Nairobi, not later than 10 a.m. on 22nd October, 1976.

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

B. M. WACIIRA,
Chief Supplies Officer,
for Permanent Secretary/Engineer-in-Chief.

GAZETTE NOTICE NO. 3035

MINISTRY OF WATER DEVELOPMENT SUPPLY TENDER NO. 6/76-77

Drilling Equipments

TENDERS are invited for the supply of the following items:—

Item Group

- | | |
|-----|---------------------------------------|
| I | Black steel plain pipes. |
| II | Slotted water well screen pipes. |
| III | Galvanized press slotted steel pipes. |
| IV | Plastic plain pipes. |
| V | Rotary rock roller bits. |

Price quoted must be in Kenya Shillings, duty paid and include sales tax and must be for delivery to the Office of the Director, Ministry of Water Development Stores, Nairobi. Prices must be firm for sixty days after the closing date of this tender.

Tender documents giving full details of conditions, specifications and instructions may be obtained from the Registry Services, Room No. B6, in the Office of the Director, Workshop Road, Nairobi.

Tenders must be enclosed in plain envelopes and marked clearly "Supply Tender No. 6/76-77" addressed to reach the Director, Water Department, P.O. Box 30521, Nairobi, on or before 25th October, 1976, at 10 a.m. or may be placed in Tender Box provided in Room No. B6 of the main Registry of Ministry of Water Development, Workshop Road, Nairobi.

It is strongly emphasized for tenderers' benefit that any tender not correctly addressed and endorsed will be rejected. Similarly any tender received after the stated time and date will not be considered. Further it is emphasized strongly that no other markings such as the name of the tenderer or his return address should appear on the envelope and failure to observe this rule will cause the tender to be rejected.

The Government will not entertain any correspondence on the rejected tenders.

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

E. A. NGUNYA,
Director,
Water Department,
Ministry of Water Development.

GAZETTE NOTICE NO. 3036

MINISTRY OF WATER DEVELOPMENT

SUPPLY TENDER NO. 7/76-77

Fork Lift and Air Compressor

TENDERS are invited for the supply of fork lift and air compressor.

Price quoted must be in Kenya Shillings, duty paid and include sales tax and must be for delivery to the Office of the Director, Ministry of Water Development Stores, Nairobi. Prices must be firm for sixty days after the closing date of this tender.

Tender documents giving full details of conditions, specifications and instructions may be obtained from the Registry Services, Room No. B6, in the Office of the Director, Workshop Road, Nairobi.

Tenders must be enclosed in plain envelopes and marked clearly "Supply Tender No. 7/76-77" addressed to reach the Director, Water Department, P.O. Box 30521, Nairobi, on or before 18th October, 1976, at 10 a.m. or may be placed in Tender Box provided in Room No. B6 of the main Registry of Ministry of Water Development, Workshop Road, Nairobi.

It is strongly emphasized for tenderers' benefit that any tender not correctly addressed and endorsed will be rejected. Similarly any tender received after the stated time and date will not be considered. Further it is emphasized strongly that no other markings such as the name of the tenderer or his return address should appear on the envelope and failure to observe this rule will cause the tender to be rejected.

The Government will not entertain any correspondence on the rejected tenders.

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

E. A. NGUNYA,
Director,
Water Department,
Ministry of Water Development.

GAZETTE NOTICE NO. 3037

MINISTRY OF DEFENCE

ARMED FORCES TENDER NOTICE NO. MOD/411/1/(35) 76-78

TENDERS are invited for manufacture/supply of various items of uniforms to the Armed Forces during the period ending on 30th June, 1978.

Tender documents showing details of quantity and specifications may be obtained at the office of the SO I Supply, Ministry of Defence, Ulinzi House, P.O. Box 40668, Nairobi.

Completed tender documents must be enclosed in a sealed plain envelope marked tender notice number shown above and addressed to the SO I Supply at the above-given address or be placed in the Tender Box at Ulinzi House, First Floor, so as to reach him not later than 1400 hours (2 p.m.) on Friday, 29th October, 1976.

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

GAZETTE NOTICE NO. 3038

THE KIAMBU DISTRICT

TENDERS FOR SUPPLY OF FOODSTUFFS, UNIFORMS AND MISCELLANEOUS ITEMS FOR THE CALENDAR YEAR, 1977

TENDERS are invited for the supply of foodstuffs, uniforms and miscellaneous items to all Government Departments; Health Centres and Government Institutions in Kiambu District for the calendar year 1977.

Tender forms in properly sealed envelopes clearly marked "Tender for Foodstuffs and Miscellaneous Items" should be addressed to the District Commissioner, P.O. Box 32, Kiambu, so as to reach him not later than 23rd October, 1976.

Tender forms are obtainable from District Commissioner's Office, P.O. Box 32, Kiambu. The District Tender Board is not bound to accept the lowest or any tender.

W. N. K. MURAGE,
for District Commissioner, Kiambu.

GAZETTE NOTICE NO. 3039

THE TURKANA DISTRICT

TENDERS FOR 1977

TENDERS are invited for the supply of foodstuffs, uniforms, fuel, cement and miscellaneous items and for the transportation of D.D.C. materials and famine relief foodstuffs to all Government Departments, Institutions and Schools in Turkana District for the calendar year 1977.

Application forms can be obtained from the office of the District Commissioner, P.O. Lodwar.

Tenders should be submitted in plain sealed envelopes marked "Turkana District Tenders, 1977", to the District Commissioner, Turkana District, P.O. Lodwar, so as to reach him on or before 25th October, 1976.

Samples of materials in case of uniforms must accompany the application.

The Government has no obligation to accept the lowest or any tender.

G. O. ODERO,
for District Commissioner,
Turkana.

GAZETTE NOTICE NO. 3040

THE KWALE DISTRICT

TENDERS FOR 1977

TENDERS are invited for the supply of foodstuffs and uniforms to the Government Departments and Institutions in Kwale District for the calendar year 1977.

Tender documents are obtainable from the District Commissioner's office, P.O. Box 16000, Kwale. The applicants are advised to indicate the supply points as shown in tender application forms.

Tenders in plain sealed envelopes marked "Tenders for Foodstuffs and Uniforms" must be addressed to the District Commissioner, P.O. Box 16000, Kwale. The closing date for receipt of tender applications will be 29th October, 1976. Any tender application received after this date or not properly sealed will not be accepted.

The District Tender Board is not bound to accept the lowest or any tender and reserves the right of acceptance.

C. O. WANGA,
for District Commissioner, Kwale.

GAZETTE NOTICE NO. 3041

THE TRANSFER OF BUSINESSES ACT

(Cap. 500)

NOTICE is hereby given that the business of an electrician formerly carried on by Noor Mohamed Shahab Din at Plot No. 209/2420, Luthuli Avenue, Nairobi, under the name of Noor Electrical Co., has, with effect from the 1st day of June, 1976, been sold and transferred to Ifthkhari Ahmed, Niaz Ahmed Khan and Ishtiaque Ahmed Khan, all of P.O. Box 10585, Nairobi, who will carry on the said business at the same place under the same name of Noor Electrical Co.

The address of the transferees is P.O. Box 10585, Nairobi.

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

Dated this 1st day of October, 1976.

NOOR MOHAMED SHAHAB DIN,
Transferor.

IFTHKHARI AHMED,
NIAZ AHMED KHAN,
ISHTIAQUE AHMED KHAN,
Transferees.

GAZETTE NOTICE NO. 3042

THE TRANSFER OF BUSINESSES ACT

(Cap. 500)

NOTICE is hereby given that the business of printers and stationers carried on by Acme Press Limited at Plot No. 209/682, Mfangano Street, Nairobi, has, as from the 1st day of October, 1976, been sold and transferred to the Acme Press (Kenya) Ltd., who will from the said date carry on its own business of printers and stationers at the same place.

The address of the transferor is P.O. Box 40497, Nairobi.

The address of the transferee is P.O. Box 22493, Nairobi.

The transferee is not assuming nor does it intend to assume any of the debts or liabilities incurred in the said business by the transferor up to and including the 30th day of September, 1976, and the same will be paid and/or discharged by the transferor; and likewise all debts due to the transferor up to and including the said 30th day of September, 1976, will be received by the transferor.

Dated at Nairobi this 2nd day of October, 1976.

ACME PRESS LIMITED,
Transferor.

ACME PRESS (KENYA) LIMITED,
Transferee.

GAZETTE NOTICE NO. 3043

NOTICE OF CHANGE OF NAME

I, Amirali Jivraj, of Nairobi in the Republic of Kenya, hereby give notice that by a deed poll dated the 20th day of September, 1976, I as adoptive father and natural guardian of my son Shiraz Amirali Alimohamed Jivraj, formally and absolutely renounced, relinquished and abandoned for and on behalf of my said minor son the use by my said minor son of the said name of Shiraz Amirali Alimohamed Jivraj and declared that he shall henceforth on all occasions whatsoever use and subscribe the name of Shiraz Hassanali Sidi only.

I give further notice that the aforesaid change of name is evidenced by a deed poll dated the 20th day of September, 1976, duly executed and attested by me and which is being registered in the Registry of Documents at Nairobi aforesaid, and I hereby authorize, require and request all persons to designate and address my said minor son at all times and for all purposes by the said name of Shiraz Hassanali Sidi only.

Dated at Nairobi this 30th day of September, 1976.

AMIRALI JIVRAJ,
Adoptive father and natural guardian
of the said Shiraz Hassanali Sidi,
formerly known as Shiraz Amirali Alimohamed Jivraj.

GAZETTE NOTICE NO. 3044

NOTICE OF CHANGE OF NAME

I, Samuel Muthama Kikulu, of P.O. Box 30551, Nairobi in the Republic of Kenya, before known as Samuel Ndambuki Kikulu, hereby give public notice that from today I will be known as Samuel Muthama Kikulu, formerly known as Samuel Ndambuki Kikulu.

SAMUEL MUTHAMA KIKULU.

GAZETTE NOTICE NO. 3045

NOTICE OF CHANGE OF NAME

NOTICE is hereby given that by a deed poll dated the 23rd July, 1976, duly executed and registered in the Registry of Documents at Nairobi, in Volume DI, Folio 220/190, by me Renson Kakucha Mbwagwa of P.O. Box 30344, Nairobi, heretofore called and known by the name of Renson Mwandagina Mbwangwa, I have formally abandoned the use of my said name of Renson Mwandagina Mbwangwa and in lieu thereof assumed and adopted the name of Renson Kakucha Mbwagwa for all purposes.

I hereby authorize and request all persons to designate, describe and address me by such assumed name of Renson Kakucha Mbwagwa only.

Dated at Nairobi this 11th day of September, 1976.

RENSON KAKUCHA MBWAGWA,
formerly Renson Mwandagina Mbwangwa.

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Kenya Gazette

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895A	Rhamnaceae by: Marshall C. Johnston	January, 1972	1 00	6 75
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