

# THE KENYA GAZETTE

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## GAZETTE NOTICE No. 119

## PUBLIC SERVICE COMMISSION OF KENYA

## APPOINTMENTS

DAVIDSON ONGERA SAISI, to act as District Commissioner II, South Nyanza District, Nyanza Province, with effect from 2nd September, 1976.

JOSEPH ONG'OR MAK'OSEWE, to act as District Commissioner II, Nakuru District, Rift Valley Province, with effect from 6th September, 1976.

ESTONE BARAK MBAJAH, to act as District Commissioner II, Mombasa District, Coast Province, with effect from 15th October, 1976.

RAYMOND KITIVI MUINDI, to be District Officer South Nyanza District, Nyanza Province, with effect from 30th June, 1976.

MARTIN MWOLOLO, to be District Officer, Kisii District, Nyanza Province, with effect from 29th July, 1976.

NICHOLAS KIPCHUMBA MBERIA, to be District Officer, Kisii District, Nyanza Province, with effect from 1st August, 1976.

REGINALD ROBERTS OJEE, to be District Officer, Wajir District, North-Eastern Province, with effect from 12th August, 1976.

HARRY CHEBUCHE WAMUBEYI, to be District Officer, Wajir District, North-Eastern Province, with effect from 12th August, 1976.

JEREMIAH OKUMU ODULLA, to be District Officer, Wajir District, North-Eastern Province, with effect from 12th August, 1976.

HARRISON HUNYU GITHAE, to be District Officer, Wajir District, North-Eastern Province, with effect from 12th August, 1976.

JORAM HUTCHISON KIHORI, to be District Officer, Baringo District, Rift Valley Province, with effect from 20th August, 1976.

ABDULREHMAN SALEH ABDALLAH SURUTTY, to be District Officer, Kilifi District, Coast Province, with effect from 28th August, 1976.

ISAAC NEWTON LUKALO, to be District Officer, Kilifi District, Coast Province, with effect from 6th September, 1976.

SIMON JACK WERE, to be District Officer, Machakos District, Eastern Province, with effect from 7th September, 1976.

ANDREW GACHOYA, to be District Officer, Wajir District, North-Eastern Province, with effect from 8th September, 1976.

SAUL PAUL MULAMA, to be District Officer, Machakos District, Eastern Province, with effect from 9th September, 1976.

SULEMAN RASHIP SHAKOMBO, to be District Officer, Machakos District, Eastern Province, with effect from 15th September, 1976.

ELIUD MBUTU WANJOHI, to be District Officer, Nyeri District, Central Province, with effect from 15th September, 1976.

PHILIP ICHUNGWA MUCHUKURI, to be District Officer, Nandi District, Rift Valley Province, with effect from 19th September, 1976.

WYCLIFFE WAKHUNGU BARAZA, to be District Officer, Nyeri District, Central Province, with effect from 20th September, 1976.

ELIUD GICHUKI WANANI, to be District Officer, Isiolo District, Eastern Province, with effect from 20th September, 1976.

RAPHAEL KURIA KIWARA, to be District Officer, Taita/Taveta District, Coast Province, with effect from 21st September, 1976.

ABDI SALAAM HAJI, to be District Officer, Turkana District, Rift Valley Province, with effect from 21st September, 1976.

KILLION MARK AWUORY, to be District Officer, Machakos District, Eastern Province, with effect from 22nd September, 1976.

AMOS KIPKIRUI ARAP BORE, to be District Officer, Embu District, Eastern Province, with effect from 23rd September, 1976.

IBRAHIM MOHAMED ADEN, to be District Officer, Kericho District, Rift Valley Province, with effect from 24th September, 1976.

JOSEPH NDIRITU KIRAGU, to be District Officer, Embu District, Eastern Province, with effect from 1st October, 1976.

WILFRED FREDRICK MURIUIKI KARIA, to be District Officer, Marsabit District, Eastern Province, with effect from 2nd October, 1976.

PATRICK NGAMAU WAMBURU, to be District Officer, Marsabit District, Eastern Province, with effect from 9th November, 1976.

STANLEY MOSIANY LOOREMETA, to be District Officer, Marsabit District, Eastern Province, with effect from 9th November, 1976.

MARY MUTHONI THIONGO (MISS.), to be District Officer, Kitui District, Eastern Province, with effect from 9th November, 1976.

CHARLES ORINA BOSIRE, to be District Officer, Murang'a District, Central Province, with effect from 10th November, 1976.

MICHAEL MWANZIA NDUNDA, to be District Officer, South Nyanza District, Nyanza Province, with effect from 11th November, 1976.

LILY WAIRIMU NGUTHY (MISS.), to be District Officer, Taita/Taveta District, Coast Province, with effect from 11th November, 1976.

THOMAS MAINGI MUNYOKI, to act as Under Secretary, Ministry of Labour, with effect from 27th October, 1976.

MWANGI WILSON GACATA, to act as Under Secretary, (Principal Pensions Officer) Ministry of Finance and Planning, with effect from 22nd November, 1976.

GEORGE KAMAU GITHAE, to act as Senior Assistant Secretary, Ministry of Commerce and Industry, with effect from 27th October, 1976.

## PROMOTIONS

MASUOUD MOHAMED MUHASHAMY, to be Deputy Secretary, Ministry of Local Government, with effect from 13th November, 1974.

ANGELA GETHI (MRS.) to be Head of Department of Social Development, Kenya Institute of Administration, Directorate of Personnel Management, with effect from 25th June, 1975.

CHRISTOPHER GACHARI GITHAIGA, to be Senior Assistant Secretary, Ministry of Labour, with effect from 27th October, 1976.

## CESSATIONS

HANNINGTON WAGANDA WAMERA WAMERA, ceased to act as Under Secretary, (Principal Pensions Officer), Ministry of Finance and Planning, with effect from 1st January, 1977.

ESTONE BARAK MBAJAH, ceased to act as District Commissioner II, Mombasa District, Coast Province, with effect from 20th November, 1976.

DAVIDSON ONGERA SAISI, ceased to act as District Commissioner II, South Nyanza District, Nyanza Province, with effect from 4th October, 1976.

By Order of the Commission.

DANIEL G. KIMANI,

Secretary.

Public Service Commission of Kenya.

## GAZETTE NOTICE No. 120

## THE CRIMINAL PROCEDURE CODE

(Cap. 75)

## APPOINTMENT OF PUBLIC PROSECUTORS

IN EXERCISE of the powers conferred by section 85 (1) of the Criminal Procedure Code, the Attorney-General hereby appoints—

Job Chitamba Mukule,

Dr. Machanja Ligabo,

Geoffrey Aggrey Yohna Oroa-Obura,

to be Public Prosecutors for all cases involving breaches of the Co-operative Societies Act, and subsidiary legislation made thereunder.

The appointments contained in Gazette Notice No. 3155 of 26th October, 1973, are hereby cancelled.

Dated this 13th day of January, 1977.

C. NJONJO,  
Attorney-General.

## GAZETTE NOTICE No. 121

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 28th day of December, 1976—

PATRICK NTHIGA GACIRATA NJIRU

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 28th day of December, 1976, at Nairobi.

JAMES WICKS,  
Chief Justice,  
High Court of Kenya.

## GAZETTE NOTICE No. 122

THE PARLIAMENTARY AND PRESIDENTIAL  
ELECTIONS REGULATIONS

(Cap. 7, Sub. Leg.)

NOTICE OF ELECTION

AN ELECTION is to be held of a member to serve in the National Assembly for the Ndhiwa Constituency.

Preliminary elections will be held on the 26th day of February, 1977. A nomination paper for the preliminary election may be delivered by the candidates to the returning officer at his office in the office of the District Commissioner in which the constituency is situated between the hours of 8 o'clock in the morning and noon on the 29th day of January, 1977.

The day for nomination, of persons selected at the preliminary elections for the Parliamentary election will be the 12th day of March, 1977, and such nomination shall be effected at the office of the returning officer aforesaid.

If the Parliamentary election is contested, the poll will take place on the 26th day of March, 1977.

Dated this 17th day of January, 1977.

N. J. MONTGOMERY,  
Supervisor of Elections.

NOTES

1. The attention of candidates and persons subscribing nomination papers is drawn to the rules for filling up nomination papers and other provisions relating to nominations contained in the Parliamentary and Presidential Elections Regulations.

2. A person guilty of an offence will be liable to the penalties imposed by the Election Offences Act, and to the disqualifications imposed by the National Assembly and Presidential Elections Act (Cap. 7).

## GAZETTE NOTICE No. 123

THE ADVOCATES (ADMISSION) REGULATIONS

(Cap. 16, Sub. Leg.)

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

SAMSON MASABA MUNIKAH

has, for the purposes of section 13 of the Act, duly completed service under articles in accordance with Part II of the above Regulations, satisfactorily completed a course of legal education in accordance with Part III of the above Regulations and has passed the examinations held under Part IV of the above Regulations.

Dated this 13th day of January, 1977.

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

## GAZETTE NOTICE No. 124

THE ADVOCATES (ADMISSION) REGULATIONS

(Cap. 16, Sub. Leg.)

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

Nizaraly Musa Bhanji,  
Kabuya Miano,  
Samson Charles Juma Odhiambo,  
David Oduol-Odhiambo,  
Marita Ondaba,  
Tobias Muga Ongalo,  
Nicholas Wandia Raballa,

have 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 18th day of January, 1977.

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

## GAZETTE NOTICE No. 125

PUBLIC SERVICE COMMISSION OF KENYA

VACANCIES

APPLICATIONS are invited for the posts shown below. Completed application forms should reach the Secretary, Public Service Commission of Kenya, P.O. Box 30095, Nairobi on or before 10th February, 1977.

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

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

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

NOTE

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

Vacancies in the Ministry of Lands and Settlement:

Senior Lands Officer (One Post) (No. 1/77)

Salary scale.—£1,614 to £2,080 p.a. PENSIONABLE or AGREEMENT.

Applicants must have minimum academic qualification of East African Certificate of Education or its equivalent. They must have worked as Lands Officers Grade I who must have undergone Land Laws as applied in Kenya. They must have working knowledge and experience in Lands Administration for at least five years (training period included).

This is a responsible post and the successful candidate must be capable of assuming responsibility and taking important decisions on land matters. He must be diligent and a mature person capable of controlling and supervising junior staff under him.

Land Officer I (Three Posts) (No. 2/77)

Salary scale.—£1,350 to £1,798 p.a. PENSIONABLE or AGREEMENT.

Applicants must have minimum academic qualification of East African Certificate of Education or its equivalent. They must have worked as Land Officers Grade II who must have undergone Land Administration Training and be fully conversant with all land laws as applied in Kenya. They must have working knowledge and experience in Land Administration for at least four years (training period included). The working knowledge of the Land Control Boards will be advantageous.

Successful candidates must be capable of assuming responsibilities and taking important decisions on land matters independently. They must be diligent and mature persons capable of controlling and supervising junior staff under them.

## VACANCIES—PUBLIC SERVICE COMMISSION—(Contd.)

*Land Officer II (Three Posts) (No. 3/77)*

*Salary scale.*—£1,086 to £1,446 p.a. PENSIONABLE or AGREEMENT.

Applicants must have minimum academic qualifications of East African Certificate of Education or its equivalent. They must have worked as Land Officers Grade III who must have undergone Land Administration training and be fully conversant with all land laws as applied in Kenya. They must have working knowledge and experience in Land Administration for at least three years (training period included).

Successful candidates must be diligent and mature persons capable of taking important decisions on land matters.

*Land Registrar I (One Post) (No. 4/77)*

*Salary scale.*—£1,350 to £1,794 p.a. PENSIONABLE or AGREEMENT.

Applicants must be Civil Servants with the minimum of East African Certificate of Education or its equivalent. Applicants with lower qualifications than stipulated above and have proven ability and experience will be considered. They must have working experience in Land Registration processes, particularly under the Registered Land Act, for a period of not less than seven years, two of which they must have served as Land Registrar Grade II (Job Group H).

This is a Senior Post intended for one of the busiest Land Registries and the successful candidate must be capable of controlling and supervising staff under him.

*Land Registrar II (Eight Posts) (No. 5/77)*

*Salary scale.*—£1,086 to £1,446 p.a. PENSIONABLE or AGREEMENT.

Applicants must be Civil Servants with the minimum of East African Certificate of Education or its equivalent. They must have working experience in Land Registration processes, particularly under the Registered Land Act, for a period of not less than five years, two of which they must have served as Land Registrar Grade III (Job Group G).

Successful candidates will be posted to District Land Registries to perform the normal registration duties. Ability to control and supervise staff is essential.

*Executive Officer/Registry Superintendent (No. 6/77)*

*Salary scale.*—£1,086 to £1,446 p.a. PENSIONABLE or AGREEMENT.

Applicants must be Civil Servants with the minimum of East African Certificate of Education or its equivalent. Consideration will be given for any passes in the intermediate stages of Legal Profession that the candidates may have accomplished.

Applicants should have very extensive experience in Land Registration, particularly under Government Land Act, Registration of Title Act, Land Title Act, and Registered Land Act, as applied in Kenya.

The successful candidate will be stationed at the Headquarters of Lands Department. He must have ability to control and supervise staff under him.

*Vacancies in the Office of the President:**Kenya Institute of Administration**Lecturer Grade I (Accountancy) (One Post) (No. 7/77)*

*Salary scale.*—£1,614 to £2,082 p.a. PENSIONABLE or AGREEMENT.

Applicants must be qualified accountants who are holding:—

(i) A.C.A., I.C.M.A., CPA III.

(ii) a degree with accountancy as major field of study.

And

(iii) have had three years' experience in accountancy or auditing.

Teaching experience in either Costing, Accountancy, Taxation, Business Mathematics or auditing will be an advantage.

## VACANCIES—PUBLIC SERVICE COMMISSION—(Contd.)

*Lecturer Grade II (Accountancy) (One Post) (No. 8/77)*

*Salary scale.*—£1,350 to £1,794 p.a. PENSIONABLE or AGREEMENT.

Applicants must be qualified accountants who are holding:—

(i) A.C.A., I.C.M.A. or CPA III.

(ii) a degree with accountancy as major field of study.

And

(iii) have had three years' experience in accountancy or auditing.

Teaching experience in either Costing, Accountancy, Taxation, Business Mathematics or Auditing will be an advantage.

## GAZETTE NOTICE No. 126

## MINISTRY OF NATURAL RESOURCES

## LOSS OF OFFICIAL RECEIPT

NOTICE is hereby given that the original, duplicate and triplicate copies of Official Receipt No. 292191 has been reported lost. The official receipt is now cancelled and members of the public are hereby informed that the Government will not accept liability for any services rendered on the strength of the lost receipt.

G. W. ODONGO,  
for Permanent Secretary.

## GAZETTE NOTICE No. 127

## THE MINING ACT

(Cap. 306, Sub. Leg.)

## EXPIRY OF LOCATIONS

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

*Coast Province*

*District.*—Taita/Taveta.

*Registered holder.*—Maribeni Mining Co.

*Location No.*—310/110.

*Class.*—Precious stones lode.

*Date of expiry.*—22nd August, 1975.

*District.*—Taita/Taveta.

*Registered holder.*—Wanyoike Kimani.

*Location No.*—322/1-10.

*Class.*—Non-precious minerals lode.

*Date of expiry.*—20th November, 1975.

*District.*—Kwale.

*Registered holder.*—Gemstone Mining and Prospecting Co.

*Location No.*—343/1-8.

*Class.*—Precious stones lode.

*Date of expiry.*—13th January, 1976.

*District.*—Kwale.

*Registered holder.*—Joseph Kihara.

*Location No.*—344/1-10.

*Class.*—Non-precious minerals lode.

*Date of expiry.*—31st December, 1976.

*District.*—Taita/Taveta.

*Registered holder.*—Lapidary and Mining Syndicate Co.

*Location Nos.*—122/1-7, 123/1-7, 124/1-7, 125/1-8, 126/1-8 and 127/1-8.

*Class.*—Non-precious minerals lode.

*Dates of expiry.*—7th September, 1975; 10th September, 1975; 7th September, 1975; 10th September, 1975; 10th September, 1975 and 10th September, 1975 respectively.

*District.*—Kwale.

*Registered holder.*—Lapidary and Mining Syndicate Co.

*Location Nos.*—194/1-9 and 195/1-9.

*Class.*—Non-precious minerals lode.

*Dates of expiry.*—28th October, 1975 and 2nd November, 1975 respectively.

*District.*—Kwale.

*Registered holder.*—Murtaza H. Bandali.

*Location No.*—354/1-10.

*Class.*—Non-precious minerals lode.

*Date of expiry.*—13th April, 1976.

*District.*—Taita/Taveta.

*Registered holder.*—Manion R. Wairimu John.

*Location No.*—352/1-10.

*Class.*—Non-precious minerals lode.

*Date of expiry.*—22nd November, 1975.

Dated this 12th day of January, 1977.

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

#### GAZETTE NOTICE No. 128

#### THE MINING ACT (Cap. 306)

##### RE-OPENING OF LAND FROM PROSPECTING AND/OR MINING

WHEREAS by Gazette Notice No. 2105 of 16th July, 1976, the area described in the Schedule thereto was declared to be excluded from prospecting and mining under the provisions of section 7 (1) (j) of the Mining Act:

Now, therefore, in exercise of the powers conferred by section 17 of the said Act, the Commissioner of Mines and Geology declares that the said area is re-opened to prospecting and mining in accordance with the provisions of the said Act, with effect from the 3rd day of January, 1977 and further declares that the re-opening shall not extend to any part of the said area in respect of which any prospecting or mining rights shall have been granted before the 3rd day of January, 1977 so long as such rights shall continue to subsist, whether by renewal or otherwise.

Gazette Notice No. 2105 of 16th July, 1976 is hereby cancelled.

Dated this 7th day of January, 1977.

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

#### GAZETTE NOTICE No. 129

#### 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.

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.

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 of Weights and Measures, P.O. Box 269, Nakuru.     | <b>Nakuru District</b>     |   |
|   | W. and M. Office —Nakuru.  | 24th January—5th February, 1977.          |
|   | Bahati .. ..               | 8th February, 1977.                       |
|   | Solai .. ..                | 9th February, 1977.                       |
|   | Subukia .. ..              | 10th February, 1977.                      |
|   | Dundori .. ..              | 11th February, 1977.                      |
|   | Mau Narok .. ..            | 15th February, 1977.                      |
|   | Elementaita .. ..          | 16th February, 1977.                      |
|   | Gilgil .. ..               | 17th February, 1977.                      |
|   | Kijabe—(Morning)           | 18th February, 1977.                      |
|   | Longonot—(Afternoon) .. .. | 18th February, 1977.                      |
|   | Naivasha .. ..             | 22nd, 23rd and 24th February, 1977.       |
|   | Rongai .. ..               | 25th February, 1977.                      |
|   | Kampi ya Moto              | 8th March, 1977.                          |
|   | Olenguruone .. ..          | 9th March, 1977.                          |
|   | Njoro .. ..                | 10th and 11th March, 1977.                |
|   | Elburgon .. ..             | 15th and 16th March, 1977.                |
|   | Molo .. ..                 | 17th and 18th March, 1977.                |
|   | Londiani .. ..             | 22nd March, 1977.                         |
| The Provincial Inspector of Weights and Measures, P.O. Box 492, Embu.       | <b>Embu District</b>       |   |
|   | Embu Municipality          | 10th to 31st January, 1977.               |
|   | Manyatta .. ..             | 1st February, 1977.                       |
|   | Runyenjes .. ..            | 2nd and 3rd February 1977.                |
|   | Ishiera .. ..              | 4th February, 1977.                       |
|   | Makima .. ..               | 7th February, 1977.                       |
|   | Karaba .. ..               | 8th February, 1977.                       |
|   | Kiritiri .. ..             | 9th February, 1977.                       |
|   | Siakago .. ..              | 10th February, 1977.                      |
|   | <b>Kirinyaga District</b>  |   |
|   | Sagana .. ..               | 21st February, 1977.                      |
|   | Kagio .. ..                | 22nd February, 1977.                      |
|   | Baricho .. ..              | 23rd February, 1977.                      |
|   | Kutus .. ..                | 24th February, 1977.                      |
|   | Nyurubani .. ..            | 1st March, 1977.                          |
|   | Kimbimbi .. ..             | 2nd March, 1977.                          |
|   | Kianyaga .. ..             | 3rd and 4th March, 1977.                  |
|   | Kagumo .. ..               | 7th March, 1977.                          |
|   | Kerugoya .. ..             | 8th and 9th March, 1977.                  |
| The Provincial Inspector of Weights and Measures, P.O. Box 41071, Nairobi.  | <b>Murang'a District</b>   |   |
|   | Kigoro .. ..               | 31st January, 1977.                       |
|   | Kirwara .. ..              | 1st and 2nd February, 1977.               |
|   | Sabasaba .. ..             | 3rd and 4th February, 1977.               |
|   | Kigumo .. ..               | 7th and 8th February, 1977.               |
|   | Kahuro .. ..               | 9th February, 1977.                       |
|   | Maragua .. ..              | 10th and 11th February, 1977.             |
|   | Kabati .. ..               | 21st February, 1977.                      |
|   | Kangema .. ..              | 22nd and 23rd February, 1977.             |
|   | Keriaini .. ..             | 24th February, 1977.                      |
|   | Nyakianga .. ..            | 25th February, 1977.                      |
|   | Makuyu .. ..               | 28th February, 1977.                      |
|   | Kandara .. ..              | 1st and 2nd March, 1977.                  |
|   | Murang'a Township.         | 3rd, 4th and 7th March, 1977.             |

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

## GAZETTE NOTICE No. 7

## THE GOVERNMENT LANDS ACT

(Cap. 280)

## NYAHURURU TOWNSHIP—PLOTS FOR RESIDENTIAL PURPOSES AND LIGHT INDUSTRIAL PURPOSES

THE Commissioner of Lands on behalf of the President of the Republic of Kenya gives notice that the plots in Nyahururu Township as described in the Schedule hereto are available for alienation and applications are invited for the direct grants of the individual plots.

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

3. Applications should be submitted to the Commissioner of Lands, Nairobi, through the District Commissioner, Nyahururu, stating the plot required in order of preference. Applications should be on prescribed forms which are available from Lands Department, or District Commissioner, Nyandarua District, Nyahururu.

4. Applications must be sent so as to reach the District Commissioner, not later than noon on Monday, 14th day of February, 1977.

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

6. Applicants must enclose with their applications cash, postal order or money order for Sh. 1,000 drawn on applicant's own banking account made payable to Commissioner of Lands as deposit which will be dealt with as follows:—

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

## General Conditions

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

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

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

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

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

## Special Conditions

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

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

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

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

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

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

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

5. The land and buildings shall only be used for:—

Schedule A.—One private dwelling-house only. No guest house will be permitted.

Schedule B.—Inoffensive light industrial purposes and accommodation may be provided for a caretaker or a night watchman.

6. The plots in Schedule A.—The buildings shall not cover more than 50 per centum of the area of land or such lesser area that may be prescribed by the local authority in its by-laws.

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

7. The grantee shall not subdivide the land.

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

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

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

## SCHEDULE A—RESIDENTIAL PLOTS

| Plot No.<br>L.R. No. | Area<br>(Approx.)<br>Hectares | Stand<br>Premium | Annual<br>Rent | Road<br>Charges<br>(Initial<br>Contri-<br>bution) | Survey<br>Fees |
|----------------------|-------------------------------|------------------|----------------|---|----------------|
| 6585/128             | 0-0185                        | KSh. 300         | 60             | On  | 460            |
| 6585/129             | 0-0185                        | 300              | 60             | demand  | 460            |
| 6585/136             | 0-0185                        | 300              | 60             | "   | 460            |
| 6585/137             | 0-0185                        | 300              | 60             | "   | 460            |
| 6585/146             | 0-0185                        | 300              | 60             | "   | 460            |
| 6585/147             | 0-0185                        | 300              | 60             | "   | 460            |
| 6585/152             | 0-0185                        | 300              | 60             | "   | 460            |
| 6585/153             | 0-0185                        | 300              | 60             | "   | 460            |
| 6585/117             | 0-1558                        | 1,820            | 364            | "   | 460            |
| 6585/118             | 0-1643                        | 1,960            | 392            | "   | 460            |
| 6585/190             | 0-0873                        | 1,400            | 280            | "   | 460            |
| 6585/191             | 0-0873                        | 1,400            | 280            | "   | 460            |
| 6585/192             | 0-0873                        | 1,400            | 280            | "   | 460            |
| 6585/193             | 0-0873                        | 1,400            | 280            | "   | 460            |
| 6585/325             | 0-0818                        | 1,300            | 260            | "   | 460            |

## SCHEDULE B—LIGHT INDUSTRY PLOTS

| Plot No.<br>L.R. No. | Area<br>(Approx.)<br>Hectares | Stand<br>Premium | Annual<br>Rent | Road<br>Charges<br>(Initial<br>Contri- | Survey<br>Fees |
|----------------------|-------------------------------|------------------|----------------|--|----------------|
|                      |                               | KSh.             | KSh.           |  | KSh.           |
| 6585/245             | 0-0696                        | 1,700            | 340            | On                                     | 460            |
| 6585/7               | 0-056                         | 1,340            | 268            | demand                                 | 460            |
| 6585/8               | 0-056                         | 1,340            | 268            | "                                      | 460            |
| 6585/243             | 0-0696                        | 1,700            | 340            | "                                      | 460            |
| 6585/262             | 0-0441                        | 1,100            | 220            | "                                      | 460            |
| 6585/263             | 0-0465                        | 1,120            | 224            | "                                      | 460            |
| 6585/266             | 0-0465                        | 1,120            | 224            | "                                      | 460            |
| 6585/268             | 0-0441                        | 1,100            | 220            | "                                      | 460            |
| 6585/269             | 0-0441                        | 1,100            | 220            | "                                      | 460            |
| 6585/272             | 0-0465                        | 1,120            | 224            | "                                      | 460            |
| 6585/275             | 0-0466                        | 1,160            | 232            | "                                      | 460            |

GAZETTE NOTICE No. 130

## THE REGISTERED LAND ACT

(Cap. 300, section 35)

## ISSUE OF A NEW CERTIFICATE

WHEREAS Isaiah Nyaga Kamwochere ID/49186. NYI P.O. Box 6084, Runyenjes, Embu in the Republic of Kenya, is registered as proprietor in absolute ownership of all that piece of land containing 1.65 hectares or thereabouts situated in the District of Embu known as Parcel No. Kagaari/Kigaa/377, registered under Title No. Kagaari/Kigaa/377, 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 20th day of November, 1976.

KIBUGI KATHIGI,  
Land Registrar,  
Embu.

GAZETTE NOTICE No. 131

## THE REGISTERED LAND ACT

(Cap. 300, section 35)

## ISSUE OF A NEW CERTIFICATE

WHEREAS Nicasio Njeru Kamau ID/257629/61-0 P.O. Box 63, Embu in the Republic of Kenya, is registered as proprietor in absolute ownership of all that piece of land containing 6.07 hectares or thereabouts situated in the District of Embu known as Parcel No. Gaturi/Weru/453 registered under Title No. Gaturi/Weru/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 30th day of December, 1976.

KIBUGI KATHIGI,  
Land Registrar,  
Embu.

GAZETTE NOTICE No. 132

## THE REGISTERED LAND ACT

(Cap. 300, section 35)

## ISSUE OF A NEW CERTIFICATE

WHEREAS Francis Njue Ileri ID/45500. MBU, P.O. Box 33, Embu in the Republic of Kenya, is registered as proprietor in absolute ownership of all that piece of land containing 0.05 hectares or thereabouts situated in the District of Embu known as Parcel No. Ngandori/Manyatta/T. 220 registered under Title

No. Ngandori/Manyatta/T. 220 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 20th day of December, 1976.

KIBUGI KATHIGI,  
Land Registrar,  
Embu.

GAZETTE NOTICE No. 133

## THE REGISTERED LAND ACT

(Cap. 300, section 35)

## ISSUE OF NEW LAND CERTIFICATE

WHEREAS S. Mwangi Muthee of P.O. Box 47122, Nairobi in the Republic of Kenya, is the registered proprietor in absolute ownership of all that piece of land containing 1.29 hectares or thereabouts registered under Title No. Loc. 14/Kamune/1023 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 12th day of January, 1977.

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

GAZETTE NOTICE No. 134

## THE REGISTERED LAND ACT

(Cap. 300, section 35)

## ISSUE OF NEW LAND CERTIFICATE

WHEREAS Wanjeri Gugu of P.O. Box 28493, Nairobi in the Republic of Kenya, is the registered proprietor in absolute ownership of all that piece of land containing 1.49 hectares or thereabouts registered under Title No. Loc. 9/Kanyenyaini/860 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 12th day of January, 1977.

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

GAZETTE NOTICE No. 135

## THE REGISTERED LAND ACT

(Cap. 300, section 35)

## ISSUE OF NEW CERTIFICATE

WHEREAS Michael Wetoyi of Siaya in the Republic of Kenya, is the registered proprietor in absolute ownership interest of all that piece of land containing 4.0 acres or thereabouts situated in the District of Siaya, known as Parcel No. 237, registered under Title No. North Gem/Got-Regea/237, 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 thereof, I shall issue a new Land Certificate provided that no objection has been received within that period.

Dated this 11th day of January, 1977.

A. O. OYUNGA,  
Land Registrar,  
Siaya District.

## GAZETTE NOTICE No. 136

THE REGISTERED LAND ACT  
(Cap. 300, section 35)

## ISSUE OF A NEW LAND CERTIFICATE

WHEREAS Sanare Pertet of Ngong in the Republic of Kenya, is registered as proprietor in absolute ownership interest of all that piece of land containing 13.90 hectares or thereabouts situated in the District of Kajiado known as parcel No. Ngong/Ngong/943 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 January, 1977.

H. K. B. KIPSUTO,  
*Acting District Land Registrar,  
Kajiado.*

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 10th day of January, 1977.

M. W. KIARIE,  
*Land Registrar,  
Kiambu.*

## GAZETTE NOTICE No. 140

THE REGISTERED LAND ACT  
(Cap. 300, section 35)

## ISSUE OF A NEW CERTIFICATE

WHEREAS M'Anampiu Kirigia of Nyaki Location in the Republic of Kenya, is registered as proprietor in absolute leasehold interest of that piece of land containing 0.56 hectares or thereabouts situated in the District of Meru registered under Title No./Nyaki/Mulathankari/7, and whereas sufficient evidence has been adduced to show that the Land Certificate issued thereof has been lost. Notice is hereby given that after expiration of sixty (60) days from the date hereof I shall issue a new Land Certificate provided that no objection has been received within that period.

Dated this 31st December, 1976

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

## GAZETTE NOTICE No. 137

THE REGISTERED LAND ACT  
(Cap. 300, section 35)

## ISSUE OF A NEW LAND CERTIFICATE

WHEREAS Nangohindika Matonyi, of P.O. Box 550, Bungoma in the Republic of Kenya, is registered as proprietor in absolute ownership interest of all that piece of land containing 10.52 hectares or thereabouts situated in the District of Bungoma known as parcel No. 1106 registered under Title No. E. Bukusu/N. Sangalo/1106 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 10th day of January, 1977.

J. M. K. OSORO,  
*Land Registrar, Bungoma.*

## GAZETTE NOTICE No. 141

THE REGISTERED LAND ACT  
(Cap. 300, section 35)

## ISSUE OF A NEW CERTIFICATE

WHEREAS Olokoba Arasa of Mwabubdusi in the Republic of Kenya, is registered as proprietor in absolute ownership/leasehold interest of all that piece of land containing 0.5 hectares or thereabouts situated in the District of Kisii known as Parcel No. 501 registered under Title No. Nyabundusi/501, and whereas sufficient evidence has been adduced to show that the land Certificate/Certificate of lease 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/Certificate of Lease provided that no objection has been received within that period.

Dated this 30th day of December, 1976.

W. W. GICHUKI,  
*Land Registrar,  
Kisii.*

## GAZETTE NOTICE No. 138

THE REGISTERED LAND ACT  
(Cap. 300, section 35)

## ISSUE OF A NEW LAND CERTIFICATE

WHEREAS Nugi s/o Kamau (ID/NBI/038234) and Kariuki the Republic of Kenya, are the registered proprietors in the Republic of Kenya, are the registered as proprietor in absolute ownership interest of that piece of land containing 2.80 hectares or thereabouts situated in the District of Kiambu known as parcel No. Ngenda/Nyamangara/790 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 12th day of January, 1977.

B. B. CHELOTI,  
*Land Registrar, Kiambu.*

## GAZETTE NOTICE No. 142

THE REGISTERED LAND ACT  
(Cap. 300, section 35)

## ISSUE OF A NEW LAND CERTIFICATE

WHEREAS Elisha Kipkemboi Kipruto, of Kaboi in the Republic of Kenya, is registered as proprietor in absolute ownership of all that piece of land containing 30.0 acres/hectares or thereabouts situated in the District of Nandi known as parcel No. Nandi/Kaboi/187 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 24th day of November, 1976.

P. B. OCHIENO,  
*Land Registrar.*

## GAZETTE NOTICE No. 139

THE REGISTERED LAND ACT  
(Cap. 300, section 35)

## ISSUE OF A NEW LAND CERTIFICATE

WHEREAS Peter Munyua Macharia (ID/44298/NN) of P.O. Box 517, Thika, in the Republic of Kenya, is registered as proprietor in absolute ownership interest of that piece of land containing 1.46 hectares or thereabouts situated in the District of Kiambu known as Parcel No. Chania/Kanyoni/757, and whereas sufficient evidence has been adduced to show that the Land



## GAZETTE NOTICE No. 143

## AGRICULTURAL FINANCE CORPORATION

## THE AGRICULTURAL FINANCE CORPORATION ACT

(Cap. 323)

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

1. All that piece of land situate in Njiruini Sub-location Muhito Location in Nyeri District containing one decimal nine (1.9) hectares or thereabouts that is to say Land Reference No. Muhito/Njiruini/65 being the piece of land comprised in the Certificate of Freehold Title registered in the Nyeri District Land Registry and is held by Muturi s/o Mukuha as absolute proprietor.

2. All that piece of land situate in Muyu Sub-location Muhito Location in Nyeri District containing five (5) acres or thereabouts that is to say Land Reference No. Muhito/Muyu/607 being the piece of land comprised in the Certificate of Freehold Title registered in the Nyeri District Land Registry and is held by Mathenge Wahome as absolute proprietor.

3. All that piece of land situate in Kamoko Sub-location Mahiga Location in Nyeri District containing three decimal six four (3.64) hectares or thereabouts that is to say Land Reference No. Mahiga/Kamoko/202 being the piece of land comprised in the Certificate of Freehold Title registered in the Nyeri District Land Registry and is held by Ndungu Nguru as absolute proprietor.

4. All that piece of land situate in Kihora Sub-location Thegege Location in Nyeri District containing nought decimal nine three (0.93) hectares or thereabouts that is to say Land Reference No. Thegege/Kihora/96 being the piece of land comprised in the Certificate of Freehold Title registered in the Nyeri District Land Registry and is held by Wanyiri s/o Theuri as absolute proprietor.

5. All that piece of land situate in Ruthanji Sub-location Muhito Location in Nyeri District containing one decimal two five (1.25) hectares or thereabouts that is to say Land Reference No. Muhito/Ruthanji/218 being the piece of land comprised in the Certificate of Freehold Title registered in the Nyeri District Land Registry and is held by Maruhi s/o Githumbi as absolute proprietor.

6. All that piece of land situate in Muyu Sub-location Muhito Location in Nyeri District containing five (5) acres or thereabouts that is to say Land Reference No. Muhito/Muyu/361 being the piece of land comprised in the Certificate of Freehold Title registered in the Nyeri District Land Registry and is held by Sakaria Karege s/o Munga as absolute proprietor.

7. All that piece of land situate in Gaturia Sub-location Muhito Location in Nyeri District containing ten decimal four (10.4) acres or thereabouts that is to say Land Reference No. Muhito/Gaturia/76 being the piece of land comprised in the Certificate of Freehold Title registered in the Nyeri District Land Registry and is held by Wanyingi s/o Wahome as absolute proprietor.

8. All that piece of land situate in Kianjogu Sub-location Thegege Location in Nyeri District containing five decimal two (5.2) acres or thereabouts that is to say Land Reference No. Thegege/Kianjogu/88 being the piece of land comprised in the Certificate of Freehold Title registered in the Nyeri District Land Registry and is held by Mutuohoro s/o Kigwa as absolute proprietor.

9. All that piece of land situate in Kiriti Sub-location Tetu Location in Nyeri District containing one decimal five seven (1.57) hectares or thereabouts that is to say Land Reference No. Tetu/Kiriti/88 being the piece of land comprised in the Certificate of Freehold Title registered in the Nyeri District Land Registry and is held by Kagiri s/o Wambugu as absolute proprietor.

10. All that piece of land situate in Kihigiru Sub-location Othaya Location in Nyeri District containing two decimal three four (2.34) hectares or thereabouts that is to say Land Reference No. Othaya/Kihigiru/244 being the piece of land comprised in the Certificate of Freehold Title registered in the Nyeri District Land Registry and is held by Mugo s/o Mwamba as absolute proprietor.

11. All that piece of land situate in Ihithe Sub-location Thegege Location in Nyeri District containing nine decimal five (9.5) acres or thereabouts that is to say Land Reference No. Thegege/Ihithe/184 being the piece of land comprised in the Certificate of Freehold Title registered in the Nyeri District Land Registry and is held by Wakahiu s/o Wambugu as absolute proprietor.

The sale of properties Nos. 1 to 11 will be held on 21st February, 1977, at 11 a.m. at the office of the District Commissioner, Nyeri by J. K. Gitonga, Auctioneer.

12. All that piece of land situate in Mgambonyi Sub-location Werugha Location in Nyeri District containing one decimal seven six (1.76) hectares or thereabouts that is to say Land Reference No. Werugha/Mgambonyi/1160 being the piece of land comprised in the Certificate of Freehold Title registered in the Taita District Land Registry and is held by Mwawuda Mwakilenge as absolute proprietor.

13. All that piece of land situate in Mgambonyi Sub-location Werugha Location in Taita District containing ten decimal four (10.4) acres or thereabouts that is to say Land Reference No. Werugha/Mgambonyi/358 being the piece of land comprised in the Certificate of Freehold Title registered in the Taita District Land Registry and is held by Sospeter Kisaga as absolute proprietor.

14. All that piece of land situate in Mgambonyi Sub-location Warugha Location in Taita District containing fourteen decimal two (14.2) hectares or thereabouts that is to say Land Reference No. Werugha/Mgambonyi/150 being the piece of land comprised in the Certificate of Freehold Title registered in the Taita District Land Registry and is held by Mvori Mwanyasi as absolute proprietor.

The sale of properties Nos. 12 to 14 will be held on 22nd February, 1977, at 11 a.m. at the office of the District Officer Voi by A. S. Jeneby, Auctioneer.

15. All that piece of land situate in Makuselwa Sub-location Ndivisi Location in Bungoma District containing forty two (42) acres or thereabouts that is to say Land Reference No. Ndivisi/Makuselwa/92 being the piece of land comprised in the Certificate of Freehold Title registered in the Bungoma District Land Registry and is held by Enos Wekulo as absolute proprietor.

16. All that piece of land situate in Kibingei Sub-location Kimilili Location in Bungoma District containing twenty-five decimal two (25.2) acres or thereabouts that is to say Land Reference No. Kimilili/Kibingei/858 being the piece of land comprised in the Certificate of Freehold Title registered in the Bungoma District Land Registry and is held by Alfaz Wanyama Seme as absolute proprietor.

17. All that piece of land situate in Mihuu Sub-location Ndivisi Location in Bungoma District containing five (5) hectares or thereabouts that is to say Land Reference No. Ndivisi/Mihuu/546 being the piece of land comprised in the Certificate of Freehold Title registered in the Bungoma District Land Registry and is held by Charles Tete as absolute proprietor.

18. All that piece of land situate in Kamukuywa Sub-location Kimilili Location in Bungoma District containing four decimal two five (4.25) hectares or thereabouts that is to say Land Reference No. Kimilili/Kamukuywa/1228 being the piece of land comprised in the Certificate of Freehold Title registered in the Bungoma District Land Registry and is held by Daniel Makachwa as absolute proprietor.

19. All that piece of land situate in Bokoli Sub-location Bokoli Location in Bungoma District containing eight decimal nought nine (8.09) hectares or thereabouts that is to say Land Reference No. Bokoli/Bokoli/543 being the piece of land comprised in the Certificate of Freehold Title registered in the Bungoma District Land Registry and is held by Makari Nicola as absolute proprietor.

20. All that piece of land situate in Bokoli Sub-location Bokoli Location in Bungoma District containing fifteen decimal seven eight (15.78) hectares or thereabouts that is to say Land Reference No. Bokoli/Bokoli/707 being the piece of land comprised in the Certificate of Freehold Title registered in the Bungoma District Land Registry and is held by Michael Wamalwa as absolute proprietor.

21. All that piece of land situate in Makuselwa Sub-location Ndivisi Location in Bungoma District containing eleven decimal four five (11.45) hectares or thereabouts that is to say Land Reference No. Ndivisi/Makuselwa/98 being the piece of land comprised in the Certificate of Freehold Title registered in the Bungoma District Land Registry and is held by Jesero Muchocho as absolute proprietor.

The sale of properties Nos. 15 to 21 will be held on 23rd February, 1977, at 11 a.m. at the office of the District Officer, Kimilili by Moses Wabuko, Auctioneer.

22. All that piece of land situate in Karura Sub-location Kabete Location in Kiambu District containing seven decimal seven (7.7) acres or thereabouts that is to say Land Reference No. Kabete/Karura/48 being the piece of land comprised in Certificate of Freehold Title registered in the Kiambu District Land Registry and is held by Walter Nganga as absolute proprietor.

23. All that piece of land situate in Bibirioni Sub-location Limuru Location in Kiambu District containing nought decimal nought eight eight (0.088) hectares or thereabouts that is to say Land Reference No. Limuru/Bibirioni/T.478 being the piece of land comprised in the Certificate of Freehold Title registered in the Kiambu District Land Registry and is held by Waweru Mwangi as absolute proprietor.

24. All that piece of land situate in Ngorongo Sub-location Chania Location in Kiambu District containing nought decimal nought six four (0.064) hectares or thereabouts that is to say Land Reference No. Chania/Ngorongo/T.167 being the piece of land comprised in the Certificate of Freehold Title registered in the Kiambu District Land Registry and is held by Peter Waweru Nyoike as absolute proprietor.

25. All that piece of land situate in Kamuchege Sub-location Gatamayu Location in Kiambu District containing seven decimal four (7.4) acres or thereabouts that is to say Land Reference No. Gatamayu/Kamuchege/318 being the piece of land comprised in the Certificate of Freehold Title registered in the Kiambu District Land Registry and is held by Geoffrey Nderu Chege as absolute proprietor.

26. All that piece of land situate in Kibichiko Sub-location Kabete Location in Kiambu District containing one decimal three six (1.36) hectares or thereabouts that is to say Land Reference No. Kabete/Kibichiko/448 being the piece of land comprised in the Certificate of Freehold Title registered in the Kiambu District Land Registry and is held by James Peter Mbogo Njoroge as absolute proprietor.

27. All that piece of land situate in Kabete Location, Kiambu District containing twenty-eight (28) acres or thereabouts that is to say Land Reference No. Kabete/106 being the piece of land comprised in the Certificate of Freehold Title registered in the Kiambu District Land Registry and is held by Maina Gathungu as absolute proprietor.

28. All that piece of land situate in Kagwe Sub-location Gatamayu Location in Kiambu District containing one decimal nought eight (1.08) hectares or thereabouts that is to say Land Reference No. Gatamayu/Kagwe/251 being the piece of land comprised in the Certificate of Freehold Title registered in the Kiambu District Land Registry and is held by Mwaura Githinji as absolute proprietor.

29. All that piece of land situate in Waguthu Sub-location Kiambu Location in Kiambu District containing five decimal seven (5.7) acres or thereabouts that is to say Land Reference No. Kiambaa/Waguthu/497 being the piece of land comprised in the Certificate of Freehold Title registered in the Kiambu District Land Registry and is held by J. Mbugua Gitagia as absolute proprietor.

30. All that piece of land situate in Kirenga Sub-location Lari Location in Kiambu District containing three decimal two eight (3.28) hectares or thereabouts that is to say Land Reference No. Lari/Kirenga/210 being the piece of land comprised in the Certificate of Freehold Title registered in the Kiambu District Land Registry and is held by Kibe Gathama as absolute proprietor.

31. All that piece of land situate in Mundoro Sub-location Kiganjo Location in Kiambu District containing five decimal three two (5.32) hectares or thereabouts that is to say Land Reference No. Kiganjo/Mundoro/1017 being the piece of land comprised in the Certificate of Freehold Title registered in the Kiambu District Land Registry and is held by Njuguna Chege as absolute proprietor.

32. All that piece of land situate in Kiairia Sub-location Githunguri Location in Kiambu District containing four decimal two (4.2) hectares or thereabouts that is to say Land Reference No. Githunguri/Kiairia/166 being the piece of land comprised in the Certificate of Freehold Title registered in the Kiambu District Land Registry and is held by Mbugua Njuguna as absolute proprietor.

33. All that piece of land situate in Tinganga Sub-location Ndumberi Location in Kiambu District containing four decimal five (4.5) acres or thereabouts that is to say Land Reference No. Ndumberi/Tinganga/958 being the piece of land comprised in the Certificate of Freehold Title registered in the Kiambu District Land Registry and is held by Mwaura Ngene "B" as absolute proprietor.

34. All that piece of land situate in Tinganga Sub-location Ndumberi Location in Kiambu District containing nought decimal eight one (0.81) acres or thereabouts that is to say Land Reference No. Ndumberi/Tinganga/958 being the piece of land comprised in the Certificate of Freehold Title registered in the Kiambu District Land Registry and is held by Mwaura Ngene "B" as absolute proprietor.

35. All that piece of land situate in Muguga Sub-location Muguga Location in Kiambu District containing six (6) acres or thereabouts that is to say Land Reference No. Muguga/Muguga/19 being the piece of land comprised in the Certificate of Freehold Title registered in the Kiambu District Land Registry and is held by Ndungu Mugwanja "B" as absolute proprietor.

The sale of properties Nos. 22 to 35 will be held on 24th February, 1977, at 11 a.m. at the office of the District Commissioner, Kiambu by Njoka and Kariuki (Kenya) Limited, Auctioneers.

36. All that piece of land situate in Kanyimbo Sub-location Majoge Location in Kisii District containing four decimal eight (4.8) hectares or thereabouts that is to say Land Reference No. Majoge/Kanyimbo/1048 being the piece of land comprised in the Certificate of Freehold Title registered in the Kisii District Land Registry and is held by Elijah Magane as absolute proprietor.

37. All that piece of land situate in Bosamaro West Sub-location West Mugirango Location Kisii District containing three (3) acres or thereabouts that is to say Land Reference No. West Mugirango/Bosamaro West/261 being the piece of land comprised in the Certificate of Freehold Title registered in the Kisii District Land Registry and is held by Migosi Otieri as absolute proprietor.

38. All that piece of land situate in Boburia Sub-location Nyaribari Chache Location, in Kisii District containing seven decimal four (7.4) hectares or thereabouts that is to say Land Reference No. Nyaribari Chache/B/B/Boburia/992 being the piece of land comprised in the Certificate of Freehold Title registered in the Kisii District Land Registry and is held by Christopher Mainya Atandi as absolute proprietor.

39. All that piece of land situate in Ikonge Sub-location N. Mugirango Location in Kisii District containing seven decimal eight nine (7.89) hectares or thereabouts that is to say Land Reference No. N. Mugirango/Ikongwe/215 being the piece of land comprised in the Certificate of Freehold Title registered in the Kisii District Land Registry and is held by Osoro Sigira as absolute proprietor.

40. All that piece of land situate in Botabori Sub-location South Mugirango Location in Kisii District containing two decimal four two (2.42) hectares or thereabouts that is to say Land Reference No. South Mugirango/Botabori/661 being the piece of land comprised in the Certificate of Freehold Title registered in the Kisii District Land Registry and is held by Osito Okello as absolute proprietor.

41. All that piece of land situate in Bonyakoni Sub-location Nyaribari Masaba Location in Kisii District containing six decimal eight (6.8) hectares or thereabouts that is to say Land Reference No. Nyaribari Masaba/Bonyakoni/925 being the piece of land comprised in the Certificate of Freehold Title registered in the Kisii District Land Registry and is held by Gilbert Nyagweso as absolute proprietor.

42. All that piece of land situate in Mwamangera Sub-location East Kitutu Location in Kisii District containing two decimal nine (2.9) hectares or thereabouts that is to say Land Reference No. East Kitutu/Mwamangera/814 being the piece of land comprised in the Certificate of Freehold Title registered in the Kisii District Land Registry and is held by Mokaya Abuta as absolute proprietor.

43. All that piece of land situate in Mwamang'era Sub-location East Kitutu Location in Kisii District containing three decimal eight (3.8) hectares or thereabouts that is to say Land Reference No. East Kitutu/Mwamang'era/1127 being the piece of land comprised in the Certificate of Freehold Title registered in the Kisii District Land Registry and is held by Samuel Mogako Ongubo as absolute proprietor.

44. All that piece of land situate in Bosingi Sub-location Bassi Location in Kisii District containing thirteen (13) acres or thereabouts that is to say Land Reference No. Bassi/Bosingi/609 being the piece of land comprised in the Certificate of Freehold Title registered in the Kisii District Land Registry and is held by Mogere Machiba as absolute proprietor.

45. All that piece of land situate in Bomobea Sub-location Nyaribari Masaba Location in Kisii District containing two (2) hectares or thereabouts that is to say Land Reference No. Nyaribari Masaba/Bomobea/702 being the piece of land comprised in the Certificate of Freehold Title registered in the Kisii District Land Registry and is held by John Ong'era as absolute proprietor.

The sale of properties Nos. 36 to 45 will be held on 25th February, 1977, at 11 a.m. at the office of the District Commissioner Kisii by Kangethe Nyoro and Partners, Auctioneers.

46. All that piece of land situate in Inaya Sub-location Marama Location in Kakamega District containing twenty-two (22) acres or thereabouts that is to say Land Reference No. Marama/Inaya/105 being the piece of land comprised in the Certificate of Freehold Title registered in the Kakamega District Land Registry and is held by Njeka Shifulula as absolute proprietor.

The sale of this property will be held on 26th February, 1977, at 11 a.m. at the office of the District Commissioner Kakamega by Moses Wabuko, Auctioneer.

47. All that piece of land situate in Kipsigak Sub-location Kilibwoni Location in Nandi District containing twelve decimal eight (12.8) hectares or thereabouts that is to say Land Reference No. Kilibwoni/Kipsigak/293 being the piece of land comprised in the Certificate of Freehold Title registered in the Nandi District Land Registry and is held by Ezekiel Tirop s/o Keter as absolute proprietor.

48. All that piece of land situate in Cheptil Location in Nandi District containing four (4) acres or thereabouts that is to say Land Reference No. Nandi/Cheptil/215 being the piece of land comprised in the Certificate of Freehold Title registered in the Nandi District Land Registry and is held by Malakwen arap Chumba as absolute proprietor.

49. All that piece of land situate in Chepterit Location Nandi District containing eighteen decimal five (18.5) hectares or thereabouts that is to say Land Reference No. Nandi/Chepterit/106 being the piece of land comprised in the Certificate of Freehold Title registered in the Nandi District Land Registry and is held by Clement Malakwen Kuto as absolute proprietor.

50. All that piece of land situate in Chepterit Location in Nandi District containing seven decimal eight (7.8) hectares or thereabouts that is to say Land Reference No. Nandi/

Chepterit/122 being the piece of land comprised in the Certificate of Freehold Title registered in the Nandi District Land Registry and is held by Augustini Kimutai s/o Somoei as absolute proprietor.

51. All that piece of land situate in Chepterit Location Nandi District containing seven decimal eight (7.8) hectares or thereabouts that is to say Land Reference No. Nandi/Chepterit/98 being the piece of land comprised in the Certificate of Freehold Title registered in the Nandi District Land Registry and is held by Joseph Sitienei as absolute proprietor.

52. All that piece of land situate in Cheptil Location Nandi District containing twenty-one decimal five (21.5) acres or thereabouts that is to say Land Reference No. Nandi/Cheptil/105 being the piece of land comprised in the Certificate of Freehold Title registered in the Nandi District Land Registry and is held by Kibet arap Mele as absolute proprietor.

53. All that piece of land situate in Cheptil Location Nandi District containing eighteen decimal four (18.4) hectares or thereabouts that is to say Land Reference No. Nandi/Cheptil/173 being the piece of land comprised in the Certificate of Freehold Title registered in the Nandi District Land Registry and is held by Jonathon Kipkoros arap Barchigei as absolute proprietor.

The sale of properties Nos. 47 to 53 will be held on 28th February, 1977, at 11 a.m. at the office of the District Commissioner, Kapsabet by H. E. Gari, Auctioneer.

54. All that piece of land situate in Ebukhalalire Sub-location Marachi Location in Busia District containing six (6) acres or thereabouts that is to say Land Reference No. Marachi/Ebukhalalire/705 being the piece of land comprised in the Certificate of Freehold Title registered in the Busia District Land Registry and is held by Eliakim Odima Ogiso as absolute proprietor.

55. All that piece of land situate in Kingandole Sub-location Marachi Location in Busia District containing nine decimal five (9.5) hectares or thereabouts that is to say Land Reference No. Marachi/Kingandole/530 being the piece of land comprised in the Certificate of Freehold Title registered in the Busia District Land Registry and is held by Eliakim Odima as absolute proprietor.

The sale of properties Nos. 54 to 55 will be held on 1st March, 1977, at 11 a.m. at the office of the District Commissioner Busia by Moses Wabuko, Auctioneer.

#### Conditions

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

Dated at Nairobi this 17th January, 1977.

BY ORDER OF THE BOARD OF  
THE AGRICULTURAL FINANCE CORPORATION.

GAZETTE NOTICE NO. 144

## THE INDUSTRIAL COURT

CAUSE NO. 53 OF 1976

## Parties:—

Printing and Kindred Trades Workers' Union of Kenya  
and  
Kenya Litho Ltd.

Issue in dispute.—Wrongful suspension of Daniel Odhialo.

1. The Printing and Kindred Trades Workers' Union of Kenya shall hereinafter be referred to as the Claimants and Kenya Litho Ltd. shall hereinafter be referred to as the Respondents.

2. The parties were heard in Nairobi on 15th October, 30th November and 1st and 21st December, 1976, and in addition to relying on their written and verbal submissions, called the following witnesses to give evidence on oath:—

Claimants.—Daniel Odhialo, Aloyce Yongo, Wycliffe Bwire.

Respondents.—Colin G. Taylor.

## AWARD

3. The Notification of Dispute Form "A" dated 6th May, 1976, duly signed by the parties was received by the Court on 13th July, along with the statutory certificate signed by the Labour Commissioner.

Daniel Odhialo started working for the Respondents in September, 1964, as an accounting machine operator. Over the years he progressed and after having attended a couple of courses which were initiated and sponsored by the Respondents he assumed duties of an assistant accountant with a monthly salary of Sh. 1,390. He told the Court that he was an assistant to the Chief Accountant along with another Asian gentleman.

On 1st February, 1973, he was suspended vide the following letter which was served on him:—

"In view of the police inquiries now taking place you are hereby suspended with immediate effect pending the outcome of the said inquiries."

It is a matter of history now that he was charged in the criminal court for having stolen certain property valued at Sh. 4,215/50 and although the trial magistrate had completed the hearing and had reserved judgement he could not proceed to deliver the judgement because the Court file, along with all the exhibits, had completely disappeared from the Law Courts. As a result after correspondence had been exchanged between the Respondents' advocates who were holding a watching brief on their behalf and the Deputy Public Prosecutor and the Magistrate concerned, the Deputy Public Prosecutor entered a *nolle prosequi* on 19th September, 1974, and Mr. Odhialo was accordingly discharged.

While the police case was in progress the Claimants had reported the existence of a trade dispute on the issue of wrongful suspension of Mr. Odhialo to the Minister for Labour on 10th April, 1974. After the *nolle prosequi* the Ministry of Labour issued its investigation report on 10th October, 1974, and the following findings and recommendation were conveyed to the parties:—

## "Findings

- (a) The Management complained to the police on 18th December, 1972, which resulted in the arrest of Mr. Odhialo and his prosecution. During this time the Management suspended Mr. Odhialo and as put by them they could not dismiss or reinstate him until judgement was delivered.
- (b) A *nolle prosequi* has been entered in this case which leaves Mr. Odhialo as innocent as ever before.
- (c) It should be realized that it was as a result of the company's complaint that Mr. Odhialo was made to go through these proceedings.
- (d) The suspension of Mr. Odhialo could not be said to be wrongful at that time in view of the fact that he was charged by the police and his guilt was yet to be proved. Since it has not been proved Mr. Odhialo's suspension cannot be justified and any continued suspension is definitely wrongful.

## Recommendation

I find the suspension wrongful and it be lifted with immediate effect. His services be continuous with his record put right and he be paid full salary during the whole period he has been on suspension."

The Claimants then approached the Respondents for the settlement of the dispute on the lines suggested by the Permanent Secretary, Ministry of Labour, but the Respondents informed them that the Deputy Public Prosecutor had agreed to the Respondents' request that all concerned in this matter should keep it pending for the time being as the Attorney-General's Chambers were dealing with the matter as expeditiously as possible.

The Claimants were not at all happy at this state of affairs and made repeated representations to the Respondents either to implement the Chief Industrial Relations Officer's recommendation or to sign the necessary Form "A" for referring the matter to the Industrial Court for a final ruling. After several letters from the Claimants the Respondents' Deputy General Manager wrote the following letter to the Claimants on 2nd April, 1975:—

"As far as we are concerned no trade dispute exists between this company and your Union. This matter you raise concerning Mr. Odhialo is *subjudice* and until the Court finalizes this issue, we propose to take no further action.

The Ministry of Labour through the Hon. Peter Kibisu, M.P., Assistant Minister, to whom you previously referred the matter, is fully in the picture."

The matter dragged on like that until on 24th November, 1975, when the Deputy Public Prosecutor wrote the following letter to the Claimants with a copy to the Respondents' advocate:—

"Unless you have not received our letter we have written to you informing you that this matter is no longer a matter for Court proceedings as far as these Chambers are concerned.

It is respectfully suggested that you should get together with the employers concerned and resolve this matter in a manner suitable to all concerned."

The Claimants once again started making representations to the Respondents who asked them to let them know what the proposed settlement the Claimants had in mind. The Claimants told them that their demand was that Mr. Odhialo should be reinstated with full benefits from the date he was suspended and that they would not accept anything short of that. The Claimants again had to write several letters asking either for a settlement of the dispute or for it to be referred to the Industrial Court and on 29th April, 1976, Mr. A. A. A. Ekirapa wrote as follows to the Claimants:—

"In order to set the record right let me state that after you spoke to me on 26th March, 1976, I promised to send you Form "A" duly signed immediately. However, before the covering letter was despatched, you had already spoken to another senior director of the company on the same issue on telephone. That other director advised you to take up the matter with the Managing Director of Kenya Litho Ltd. which I believe you did. In the meantime the letter together with Form "A" were withheld until the outcome of your other endeavours. As you have now come back to the position we were at that time, the letter together with Form "A" is now sent herewith."

The matter is now before the Court.

The Claimants have based their case in asking for Mr. Odhialo's reinstatement and a claim for full salary from February, 1973 to September, 1976, at the rate of Sh. 1,390 p.m. plus interest at 8 per cent thereon together with further salary until such time as he is ordered to be reinstated by the Court on the following principle grounds:—

- (a) That Mr. Odhialo's services have not been terminated by the Respondents at any time and that up till now he was on suspension and since the Respondents after Mr. Odhialo's discharge in the criminal Court had failed to lift the suspension in accordance with the Chief Industrial Relations Officer's recommendation they should pay him full salary from the date of his suspension until he was reinstated.
- (b) The Respondents' action in suspending Mr. Odhialo was not in accordance with the collective agreement in force between the parties at the relevant time which agreement provided under clause 11 (c) that when an employee commits an act of misconduct he shall be given a written warning for each act and on the fourth instance his employment may be terminated in accordance with paragraph (a) of the said clause. They stated that Mr. Odhialo had received no warnings and that since the Respondents had not summarily terminated the services of Mr. Odhialo and had not complied with the provisions of clause 11 re warnings their action in suspending Mr. Odhialo was invalid. The Claimants submitted that the

Respondents in fact were asking the Industrial Court to dismiss Mr. Odhialo for them as they had themselves defaulted in doing so for all these years.

The Claimants also called Mr. Odhialo to give evidence on oath and he refuted the allegations that he had committed a fraud while in employment which had resulted in the Respondents having lost a sum of Sh. 31,074/15. He denied that he had made any fraudulent entries. The Court will go into details of the alleged fraud in due course.

The Respondents in brief have stated that a dismissal can be by conduct or by words, orally or by writing provided something takes place which shows that the contract of employment was abrogated by the employer. They asked the Court to find that because there was no contractual right of suspension vested in them their suspension in fact amounted to dismissal in law with effect from the date of the suspension as far as their conduct was concerned.

The Respondents further maintained that the dismissal in accordance with their submission was fully justified because Mr. Odhialo had perpetrated a very clever fraud which had resulted in them losing Sh. 31,074/15 as a result of fraudulent entries made by Mr. Odhialo.

Finally the Respondents stated that in case the Court found that there was no justification for the dismissal of Mr. Odhialo then Mr. Odhialo was entitled only to a month's notice or pay in lieu thereof in accordance with his contract or if the Court was inclined to grant him a slightly higher amount then three months' salary would be sufficient.

The Respondents relied on legal authorities in support of their submission which will be referred to in due course.

The Respondents called C. G. Taylor who was their Chief Accountant at the relevant time to give evidence and he explained in details the fraudulent entries which he had personally traced. The Court will refer to Mr. Taylor's evidence as and when necessary.

The Court notes that the mysterious disappearance of the criminal court case file in which Mr. Odhialo was the accused resulted in the loss of practically all the relevant documents which had been tendered as exhibits to prove the guilt of Mr. Odhialo and which no doubt would have figured prominently in the present dispute as well had they not been lost. Surprisingly it was not only the criminal court file that disappeared but the relevant file of the Respondents' advocates who were holding watching brief on their behalf in the criminal proceedings also disappeared from their offices. So in fact the Respondents had lost all the material documents and it was purely by chance that Mr. Taylor was able to find in his office photo copies of six sets of Respondents' Local Purchase Orders (L.P.O.). The numbers of these L.P.O.s are 4143, 3697, 4025, 4224, 3048 and 4124. All these are in duplicate and in each case the original and the duplicate are entirely different as far as the name of the supplier and the goods that are ordered. They are all signed by one L. E. Butcher.

Mr. Odhialo admitted in evidence that all these had been written by him but he insisted that he had done nothing contrary to the system he had found when he had assumed these responsibilities in that the original and the duplicate of the same L.P.O. were used to obtain different goods from different suppliers and that no triplicate copies were kept. He said he had carried out the instructions as given to him by various officers concerned and Mr. Butcher had signed all such Orders.

Mr. Taylor told the Court that the Board of Directors had asked him to find out why their expenses for that particular year appeared to be much heavier than the previous year. Mr. Taylor then proceeded to carry out detailed checks into the goods ordered from the various suppliers and as a result of exhaustive inquiries he found out that a very clever fraud was being perpetrated on them. He came to the conclusion that a number of L.P.O.s were being used to obtain items which were not received by them. He explained that at no time did they operate the system as claimed by Mr. Odhialo and it was simply a case, in his opinion, of Mr. Odhialo being dishonest in that when he filled in the original L.P.O.s he did not put in the carbons with the result that the duplicates were blank but when he went to obtain Mr. Butcher's signature then he inserted the carbon papers. Having thus obtained Mr. Butcher's signature on the original and the duplicate he then proceeded to order goods on the duplicate which were not received by the Respondents. Mr. Taylor also explained in great detail how these entries were posted into wrong accounts by being broken up with the result that it was indeed very very difficult to trace them but he had in the end established how the fraud had worked and that they had lost a sum of Sh. 31,074/15 as a result of these fraudulent entries.

The Court is satisfied that Mr. Taylor is telling the truth as opposed to Mr. Odhialo's version on this point. If what Mr. Odhialo says is true then it would make a nonsense of the whole system of L.P.O.s and the Court cannot for a minute believe that the Respondents would be so foolish and stupid as to encourage such sort of system where the original and the duplicate of the same L.P.O. were being used to obtain different goods from different suppliers with no record being kept on the triplicate.

So the position emerges that Mr. Odhialo was the only person involved in this and he succeeded due to Mr. Butcher's negligence who signed these L.P.O.s may be without suspecting that when he was signing the original of the L.P.O. with carbon copies, the duplicate and the triplicate were blank. In this event Mr. Butcher could technically be accused of carelessness in that he did not ascertain that the duplicate and the triplicate bore the same entries as the original. But in a busy office it is not unnatural for a senior officer to rely on the work being done by the juniors without having to check each and every item and even going to the extent of making sure that the originals, the duplicates and the triplicates bore the same entries. In any case, Mr. Taylor had then handed over the matter to the police who in their own wisdom had decided to charge Mr. Odhialo only as stated hereinabove.

The Court also believes Mr. Taylor's evidence that the machine operator at that time used to be sick quite often and in her absence Mr. Odhialo used to make machine entries.

If nothing else, Mr. Odhialo was clearly at fault and negligent in not drawing Mr. Taylor's attention to this sort of system which, according to Mr. Odhialo, Mr. Butcher had asked him to continue to follow. In that even it would have been then up to the senior management to take appropriate action against Mr. Butcher.

After careful consideration of all the submissions and the evidence given by the parties' witnesses the Court has no hesitation in finding that Mr. Odhialo did commit a gross misconduct which resulted in the Respondents losing a sum of Sh. 31,074/15.

The Court also believes that the real reason why Mr. Odhialo joined the Claimants on 6th January, 1973, was because as a result of certain instructions given to him by Mr. Taylor in December, 1972, he realized that Mr. Taylor was on the trail and very soon he, Mr. Odhialo, would be in serious trouble. So he joined the Claimants in order to seek their protection and paid them the entry fee and a year's subscription in advance. The Court knows that many workers join the unions and pay their dues in advance without necessarily anticipating any trouble, but in this case the Court believes that Mr. Odhialo joined the Claimants because he anticipated trouble.

The Court has given careful thought to the Claimants' allegation that Mr. Odhialo had been a victim of the machinations of his Asian colleagues who did not want to see him progress and who saw in him a threat to their positions. Mr. Odhialo admitted that the previous Chief Accountant, Anwar Khan, had really treated him well and that he had been sent twice on courses by the Respondents during the time Mr. Khan was the accountant. Mr. Khan is now dead, and Mr. Odhialo stated that one Mr. Dhanji had a "fitina" with him and it was as a result of this grudge that Mr. Odhialo had been framed up in such a manner. The Court, while accepting that Odhialo and Mr. Dhanji had clashed on a few occasions as stated by Mr. Odhialo whereby he had been treated rather badly, cannot accept that Mr. Taylor could have been or was influenced by Mr. Dhanji against Mr. Odhialo. The Court accepts Mr. Taylor's evidence when he says that no one else knew about the sort of inquiries that he was making regarding the L.P.O.s and that he had reported the matter to the police purely and simply as a result of his own investigations which had not been prompted by any of Mr. Odhialo's colleagues.

The Court having found that Mr. Odhialo had committed a misconduct as a result of which the Respondents have lost Sh. 31,074/15, through certain fraudulent entries made by Mr. Odhialo, has now to decide if the Respondents have in fact terminated his services.

The Respondents have relied on legal authorities to argue that since they had acted outside the collective agreement between the parties it clearly amounted to an abrogation of their contractual obligations towards Mr. Odhialo and as such a contract of employment should be deemed to have been terminated with effect from the date of the letter of suspension served on him. Ordinarily this is a sound legal proposition but in the present dispute, from all the available evidence, the Court has no alternative but to find that the Respondents all along treated Mr. Odhialo as being under suspension in terms of the industrial relations practice. Mr. Taylor in his evidence stated quite clearly that they did not want to pre-judge the

issue and that they had thought that the criminal case against Mr. Odhialo would be over in two or three months so they had suspended him. This attitude is also confirmed by the letters which the Respondents addressed to the Claimants on their repeated representations asking for the settlement of Mr. Odhialo's dispute which they had raised regarding his suspension. If the Respondents were satisfied that Mr. Odhialo had committed a misconduct and therefore deserved a termination then there was no reason for them not to formally terminate his services.

The Claimants have no doubt been prompted more than anything else by his one factor alone in pressing this dispute on behalf of Mr. Odhialo and making a claim to an extent of Sh. 40,310 which they allege are the arrears of salary due to him for the period 1st February, 1973 to October, 1975, being a calculation on his monthly salary of Sh. 1,390. The Claimants further claim interest on this amount at the rate of 8 per cent per annum.

Mr. Odhialo told the Court that from 1st November, 1975, he had secured other employment so the Claimants had dropped a demand for his reinstatement and have pressed for an award in favour of Mr. Odhialo for loss of salary as stated above.

The Court has come to the conclusion that the Respondents had not intended to terminate the services of Mr. Odhialo until such time as the criminal court proceedings were over. As has been pointed out above it is most unfortunate that the criminal court proceedings ended in the manner they did with a *nolle prosequi* being entered when the court had reserved judgement after completing the hearing. This attitude was quite fair to Mr. Odhialo because if the Claimants' argument is to be accepted that either Mr. Odhialo's services should have been terminated summarily or he should have been served with letters of warning then the Respondents, under the circumstances of this case, would have been well within their rights in summarily dismissing Mr. Odhialo on 1st February, 1973. It would be wrong to allow Mr. Odhialo to take advantage of this position of fair play adopted by the Respondents in this dispute in that they did not want to terminate his services until such time as the decision of the criminal court was announced.

On the evidence produced to the Court during this hearing the Court is satisfied that Mr. Odhialo did deserve a termination and the Court would not like to venture a guess as to the result of the criminal court proceedings.

After a careful consideration of all the submissions the Court finds that a period of six months would be a reasonable period under all the circumstances set out hereinabove in the award for the Respondents to have waited before taking any action against Mr. Odhialo. Since they themselves have admitted that they did not want to take any precipitate action in terminating the services of Mr. Odhialo whom after all they had been grooming for a higher position in their undertaking the Court awards that the Respondents should be deemed to have terminated his services six months after the date of his suspension and the Court accordingly awards that the Respondents should pay Mr. Odhialo salary for six months with effect from 1st February, 1973. The Court finds that apart from this payment of six months' salary to Mr. Odhialo the rest of the Claimants' demand must fail.

Given in Nairobi this 17th day of January, 1977.

SAEED R. COCKAR,  
Judge.

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

#### GAZETTE NOTICE No. 145

#### THE INDUSTRIAL COURT

CAUSE No. 67 OF 1976

#### Parties:—

Kenya Union of Commercial Food and Allied Workers  
and  
Maize and Produce Board

Issue in dispute.—Mombasa casual labour rates.

1. The Kenya Union of Commercial Food and Allied Workers shall hereinafter be referred to as the Claimants and Maize and Produce Board shall hereinafter be referred to as the Respondents.

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

#### AWARD

3. The Notification of Dispute Form "A" dated 19th July, 1976, duly signed by the parties was received on 20th August, 1976, along with the statutory certificate signed by the Labour Commissioner.

In this dispute the Claimants are seeking the implementation of an agreement which they, the Claimants, have negotiated and concluded with the Distributive and Allied Trades Association (DATA) as far as casual labour rates in Mombasa are concerned.

The Claimants have based their demand on a submission that there has always been a tacit agreement between them and the Respondents that they will apply DATA agreement re casual labour rates. In support of this they stated that although the Respondents are not members of DATA they had implemented the DATA agreement of 1st August, 1967, and has also implemented the Industrial Court awards in Cause Nos. 38/69 and 12/73. Further that the Respondents had paid all the arrears due to the workers under these awards.

The Claimants are now seeking the implementation of their agreement with DATA effective from 1st May, 1974, and are also claiming the payment of 6 cts. to the casual labourers involved on all cargo handled by them between 1st November, 1972 and 30th April, 1974.

The Respondents do not deny that they had in the past paid their casual employees in Mombasa in accordance with the Claimants' agreements with DATA and the Court awards made in disputes between those two parties, but they strongly argued that there has never been such a thing as a tacit agreement between them and the Claimants to follow all their agreements with DATA as they, the Respondents, are not members of DATA and therefore are not bound to honour their agreements.

The Respondents drew the Court's attention to their own recognition agreement with the Claimants which has given the Claimants the right to represent the interests of their unionizable employees. Further in this recognition agreement there is no distinction between permanent and casual employees.

The Respondents referred the Court to a collective agreement between them and the Claimants effective from 1st January, 1974, for a period of three years and refuted the Claimants' demand that they should implement the latest agreement which the Claimants had with DATA.

The Respondents put forward a very strong plea that their financial position was very weak and they could not sustain a bigger wage increase than what they had already offered as consequent upon the Presidential decree increasing the producers' price of maize by Sh. 15 per bag the statutory boards like the Respondents involved were expected to absorb the new price rises without passing them on to the consumers. In addition to this the Respondents have to absorb the rising costs due to inflation which has adversely affected their financial position.

The Respondents requested the Court to hold that their offer of 15 per cent wage increase with effect from 1st April, 1976, or alternatively of 16 per cent with effect from 1st August, 1976, for casual workers was reasonable and fair and should be accepted by the Claimants.

The Court would like to dispose of one point immediately and that is the claim put forward by the Claimants in respect of arrears due to their members involving a difference of 6 cts. on all cargo handled between 1st November, 1972 and 30th April, 1974. The Respondents stated in Court that there were no such arrears outstanding and that the workers had been paid fully.

In view of this the Court has no alternative but to refer this part of the claim by the Claimants to the Provincial Labour Officer, Mombasa, for him to ascertain and confirm if the workers have been paid as claimed by the Respondents. If he finds that any arrears are due to the workers as claimed by the Claimants then he should advise the Respondents to pay the same. In fact there is no real dispute on this point, it is merely a question of checking which the Court feels can be done quite competently and expeditiously by the Provincial Labour Officer.

Regarding the main dispute on the Claimants' demand that the Respondents should implement and honour their latest agreement which they have concluded with DATA as the Respondents had done in the past along with implementing the Court awards between the Claimants and DATA, the Court notes that the collective agreement between the Claimants and the Respondents which is in force makes no provision for the casual labour rates for workers in Mombasa. It is indeed surprising that Respondents have not provided in the collective agreement how they intend to pay and what rates to their



casual employees in Mombasa. This omission lends a lot of support and credence to what the Claimants have stated to have been the practice between the parties in the past.

The Court must, however, technically find that the stance adopted by the Respondents as far as the imposition of a "foreign" collective agreement on them is concerned is correct and proper. The question then remains how to cater for their Mombasa casual labourers who play such an important part in their undertaking.

This present dispute has considerable background and at one stage the parties were almost on the verge of reaching an agreement but the Claimants due to the reaction of their shop-stewards to the proposed agreement could not finalize it. In fact the Respondents claimed that they had even prepared a draft agreement incorporating the new rates of pay for their casual employees claiming that the agreement was ready on 7th April, 1976. The fact, however, remains that this agreement was never finalized by the Claimants and it was never signed. The Court notes that the Claimants have stated that they had never seen a copy of this so-called draft agreement and in any case there was no evidence whatsoever to indicate that there was an expressed or implied agreement between them and the Respondents.

The Court is satisfied that the Respondents this time do not wish to implement the agreement between the Claimants and DATA. The reasons for this are quite obvious in that they feel that their financial position does not permit them to do so.

It is quite clear that the Respondents' casual employees in Mombasa have not had a wage increase since the implementation by them of the Court award in Cause No. 12 of 1973 between the Claimants and DATA. This award was effective from 1st November, 1972, for 18 months. As has been stated hereinabove the Claimants have complained that the Respondents have not fully complied with the Court award in that they had overlooked to pay the arrears on one item, namely bagged cargo over 100 kg. The Court has already directed that the Provincial Labour Officer will confirm if the Respondents have in fact fully complied with the Court award in Cause No. 12 of 1973 as they stated in the Court that they had done so. This matter would then be settled because if they have not paid them as alleged by the Claimants then they must do so after the findings of the Provincial Labour Officer.

The Court has now to decide what increase the workers should get as they have received no increase since 30th April, 1974. The Court having already ruled that the Claimants' agreement with DATA cannot automatically apply to the Respondents the Court has now to make an award in respect of an increase to the Respondents' casual employees in Mombasa. The Respondents have offered a 15 per cent increase with effect from 1st April, 1976, or a 16 per cent increase with effect from 1st August, 1976.

After careful consideration of all the submissions the Court awards an increase of 16 per cent with effect from 1st October, 1975, in respect of the casual employees employed by the Respondents at their Mombasa depot.

Given in Nairobi this 14th day of January, 1977.

SAEED R. COCKAR,  
*Judge.*

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

#### GAZETTE NOTICE No. 146

#### THE INDUSTRIAL COURT CAUSE NO. 74 OF 1976

##### Parties:—

Kenya Union of Commercial Food & Allied Workers  
and  
Kenya Instant Tea Co. Ltd.

##### Issue in dispute:—

Union recognition.

1. The Kenya Union of Commercial Food & Allied Workers shall hereinafter be referred to as the Claimants and Kenya Instant Tea Co. Ltd. shall hereinafter be referred to as the Respondents.

2. The parties were heard in Nairobi on 29th November, 1976, and relied on their written and verbal submissions. The

Respondents called Mr. W. S. Lester to give evidence during the hearing.

##### AWARD

3. The Notification of Dispute Form "A" dated 28th July, 1976, duly signed by the parties was received by the Court on 21st September along with the statutory certificate signed by the Labour Commissioner.

The Respondents were formed in 1972 to produce tea powder from green leaf which powder is known as instant tea.

They are registered and operate under the Kenya Company Laws but are managed by Brooke Bond Liebig Kenya Ltd. which firm manages other tea factories also.

The Claimants stated that more than 80 per cent of the Respondents employees were their members and as such they had approached and sought recognition from the Respondents. The Respondents, however, told them that they were not the appropriate union.

The matter ended up with the Ministry of Labour at the behest of the Claimants. At this stage Brooke Bond Liebig also came into the picture which prompted the Ministry of Labour to ask the Claimants to give their comments on a letter addressed to the Ministry of Labour on 30th July, 1975, by Brooke Bond Liebig.

The Ministry appointed a Committee of Investigation under section 7 of the Trade Disputes Act, under the chairmanship of Mr. J. J. Mwashinda and Messrs. D. Richmond and C. Adongo as members.

The Claimants opposed the appointment and composition of this Committee because they felt that it was a demarcation committee in disguise and that it would be biased because Mr. Richmond and his alternate member had vested interest in the outcome of the dispute and finally that they were members of the Tripartite Committee which appointed the Investigation Committee. The Ministry, however, rejected the Claimants' objections.

This Committee carried out an investigation and heard submissions from the Claimants, Brooke Bond Liebig Kenya Ltd. and Kenya Plantation and Agricultural Workers' Union. Its observation and conclusion were as follows:—

##### "Observation

KITCO is a member of Brooke Bond Liebig Group of companies. The Commercial Union assertion, therefore, that KITCO is an independent company that buys tea leaves from Brooke Bond, making it an entirely separate entity, cannot be entertained.

The Commercial Union's constitution caters for workers in "food processing" while the Plantation Union's constitution caters for "tea processing".

It is my strong feeling that "tea processing" provision is the appropriate one. Furthermore, since it has been proved beyond doubt that KITCO is not a separate entity but a member of Brooke Bond.

##### Conclusion

In view of the above it is my opinion that the Kenya Plantation and Agricultural Workers' Union is the appropriate union to represent workers of the Kenya Instant Tea Co."

The Claimants not being satisfied with the Committee's ruling have brought the dispute to the Court.

The Claimants have argued that the Respondents are a subsidiary of Brooke Bond Liebig (London) and not of Brooke Bond Kenya Ltd. They maintained that its operation was to manufacture tea powder and was not involved in plantation of tea nor its process in its primary stage. They asked the Court to note that there was a marked difference between process and manufacture and that the Court had to decide whether manufacture of tea powder is associated with and is a commercial venture of food processing or whether it is a concern which would best be associated with Kenya Tea Growers' Association. They maintained that the manufacture of tea powder had nothing to do with the aims and objectives of the Kenya Tea Growers' Association.

The Respondents submitted that the Claimants were in error because they had based their demand on a misconceived notion that processing or manufacture of instant tea powder is a secondary process. They maintained that nothing could be far from the truth as the Respondents manufacture instant tea powder from the green leaves obtainable like the case of other factories such as Tagabi Factory which manufacture the conventional black tea from tea estates in and around Kericho.

The Respondents called Mr. W. S. Lester who is their General Manager to give evidence on oath to explain that the following processes carried out at the conventional black tea factories whose employees are covered by the Kenya Plantation and

Agricultural Workers' Union and Kenya Tea Growers' Association and those carried out by the Respondents are the same:—

- "1. Leaf loading in estate for delivery to the factories.
2. Leaf receiving at the factories.
3. Unloading of leaf from trailers at the factories.
4. Conveying by bagshaw conveyor to troughs.
5. Withering.
6. Sifting with the use of a shifting machine.
7. Leaf cutting.
8. Fermentation.
9. Loading dryer with fermented tea.
10. Filling tea chests with dried tea.
11. Testing of product before it is dispatched.
12. Sealing of tea chests for shipment."

This witness explained with illustrations from photographs from both the Tagabi Factory and the Respondents' factory how the functions were almost identical except for two areas in their factory which necessitated fermentation for which purpose a fermenter vessel had been installed. He explained with the help of the photographs the whole process of the manufacture of tea powder and the conventional black tea. He emphasized that the Respondents' factory could and had manufactured the conventional black tea also in their factory.

Mr. Lester, however, conceded that all the estates from whom they purchased the raw material belong to Brooke Bond Liebig.

The Claimants tackled in great detail the Respondents' main objections to their demands.

The Court agrees with the Claimants' submission that the Respondents' membership of the Kenya Tea Growers' Association is not an issue in dispute. The issue is, are they rightly members of the Kenya Tea Growers' Association or not?

The Court also agrees with the Claimants' submission that the fact that the Respondents are a subsidiary of the Brook Bond Liebig in itself is no ground for refusal to recognize the Claimants. They however, made a point that the Respondents were not answerable to Brooke Bond Kenya Ltd. but were directly under the control of Brooke Bond London.

The Court has taken due note of the Claimants' criticism of the finding of the Investigation Committee.

In this dispute the Court has to decide whether or not the manufacture of instant tea powder is a secondary stage process, in other words if it is an additional step to the manufacture of the conventional black tea. The Claimants have indeed made some very interesting points but unfortunately they have failed to convince the Court that the manufacture of instant tea was so much different from the manufacture of conventional black tea that the Respondents' factory should not be lumped together with the other tea producing factories in Kenya.

The Court has ruled on the principles involved in these cases in Cause Nos. 48 and 49 of 1973 and the Court has laid down certain principles. In this dispute the application of those principles is involved.

The Court is satisfied that at this stage of this new development it would not be wise to divorce the Respondents' factory from the other tea producing factories. In fact only at a certain stage are the processes in the two factories slightly different which in the Court's opinion do not warrant granting the Claimants recognition in respect of their employees. The Respondents' factory is capable of and has produced conventional black tea as well.

The Claimants told the Court that all the Respondents' employees are their members only and since they did not belong to the Kenya Plantation and Agricultural Workers' Union how could the Respondents recognize that particular union in respect of their employees. The Court would like to state that it is up to the employees concerned to take the appropriate steps if they want to enjoy union representation but as the Court has ruled the Claimants are not the proper union for the Respondents' employees.

The Court confirms the findings of the Committee of Investigation and after a careful consideration of all the submissions rejects the Claimants' demand for recognition.

Given in Nairobi this 12th day of January, 1977.

SAEED R. COCKAR,  
*Judge.*

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

## GAZETTE NOTICE No. 147

### EAST AFRICAN COMMUNITY

#### THE EAST AFRICAN LICENSING OF AIR SERVICES REGULATIONS, 1965

##### NOTICE OF APPLICATION FOR AN AIR SERVICE LICENCE

PURSUANT to the provisions of regulations 6 and 7 of the East African Licensing of Air Services Regulations, 1965, notice is hereby given that Western Kenya Air Charter Co. Limited P.O. Box 190, Eldoret, Kenya, have applied to the East African Civil Aviation Board for a three (3) year renewal of licence No. CAB. 186 so as to continue operating air charter services for passengers and freight throughout East Africa based at Eldoret, Kenya.

It is further notified that any representations or objections with regard to this application must be made in writing to the East African Civil Aviation Board at the office of the East African Community, P.O. Box 1002, Arusha, Tanzania, not later than 30th January, 1977. Every such representation or objection shall state the specific grounds on which it is based, and shall specify any conditions which it may be desired should be attached to the licence if renewed. A copy of every such representation or objection shall be sent by the person making the same to the applicant of the licence at the same time as it is sent to the East African Civil Aviation Board.

Dated this 31st day of December, 1976.

P. K. RUYOGOZA,  
*for Secretary,*  
*East African Civil Aviation Board.*

## GAZETTE NOTICE No. 148

### EAST AFRICAN COMMUNITY

#### THE EAST AFRICAN LICENSING OF AIR SERVICES REGULATIONS, 1965

##### NOTICE OF APPLICATION FOR AN AIR SERVICE LICENCE

PURSUANT to the provisions of regulations 6 and 7 of the East African Licensing of Air Services Regulations, 1965, notice is hereby given that Geosurvey International Limited P.O. Box 30750, Nairobi, Kenya, have applied to the East African Civil Aviation Board for a seven year licence to carry out aerial work services restricted to aerial photography, magnetometer, spectrometer, EM, VLF systems, airborne geophysical and mineralogical prospecting and exploration and surveys using electromagnetic and profile recorder throughout East Africa from bases at Nairobi and Dar es Salaam.

It is further notified that any representations or objections with regard to this application must be made in writing to the East African Civil Aviation Board at the office of the East African Community, P.O. Box 1002, Arusha, Tanzania, not later than 30th January, 1977. Every such representation or objection shall state the specific grounds on which it is based, and shall specify any conditions which it may be desired should be attached to the licence if granted. A copy of every such representation or objection shall be sent by the person making the same to the applicant of the licence at the same time as it is sent to the East African Civil Aviation Board.

Dated this 31st day of December, 1976.

P. K. RUYOGOZA,  
*for Secretary,*  
*East African Civil Aviation Board.*



## GAZETTE NOTICE No. 149

## THE TRADE MARKS ACT

(Cap. 506)

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

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

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

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

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

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

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

## IN CLASS I—SCHEDULE III

## SUMITHION

23366.—Ingredients for the preparation of insecticides and fungicides; chemical products used in industry, science, photography, agriculture, horticulture, forestry; artificial and synthetic resins; plastics in the form of powders, liquids or pastes, for industrial use; manures (natural and artificial); fire extinguishing compositions; tempering substances and chemical preparations for soldering; chemical substances for preserving foodstuffs; tanning substances; adhesive substances used in industry. SUMITOMO CHEMICAL COMPANY LIMITED (a Joint-Stock Company duly organized under the laws of Japan) manufacturers and merchants of No. 15, 5-chome, Kitahama, Higashi-ku, Osaka, Japan. C/o Messrs. Lysaght & Co., C/o Barclays Bank International Ltd., Government Road, Nairobi. To be associated with TMA No. 11602. 29th October, 1976.

## IN CLASS 3—SCHEDULE III

## TEGRETOL

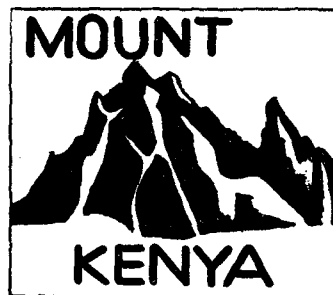
23521.—“Pharmaceutical preparations and substances”. CIBA-GEIGY LIMITED of Basle, Switzerland. C/o Messrs. Atkinson Cleasby & Satchu, advocates, P.O. Box 90121, Mombasa. 28th December, 1976.

The undermentioned applications are proceeding in the name of CHUI SOAP FACTORY (K) LIMITED, a company duly registered under the existing laws of the Republic of Kenya. Manufacturers and Merchants of Nanyuki Road P.O. Box 49393, Nairobi.

## BOTH IN CLASS 3—SCHEDULE III

## BENDERA

The mark consists of a Swahili word BENDERA meaning flag. 23439.—Soaps. 2nd December, 1976.



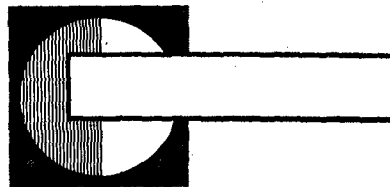
B.23440.—Soaps. 2nd December, 1976.

## IN CLASS 9—SCHEDULE III

## SUPERSCOPE

23511.—Radios and television receivers; magnetic tape recorders and reproducers; video tape recorders; audio components including tuners, pre-amplifiers, amplifiers, and loudspeakers; record players and phonograph pick-ups; phonographs; and communication equipment; optical devices, anamorphoscopic optical devices, lenses, and photographic and cinematographic apparatus and instruments; and parts of each of the foregoing; and film, motion picture film, and television film. SUPERSCOPE INC., manufacturers of 20525 Nordhoff Street, Chatsworth, Los Angeles, State of California, U.S.A. C/o Messrs. Kaplan & Stratton, advocates, P.O. Box 40111, Nairobi. 22nd December, 1976.

## IN CLASS 11—SCHEDULE III



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

23009.—Side lights, directions indicating lights, headlights, foglights, rear lights, reversing lights, all for land vehicles, and parts and fittings for all the aforesaid goods. CIBIE PROJECTEURS, (Societe anonyme organized under the French Laws) of 17 rue Henri Gautier 93012 Bobigny, France. C/o Messrs. Kaplan & Stratton, advocates, P.O. Box 40111, Nairobi. To be associated with TMA. No. 22608. 8th July, 1976.

## IN CLASS 16—SCHEDULE III



B.22727.—Stationery. TEXT BOOK CENTRE LTD., a company incorporated under the laws of Kenya; of Kijabe Street, P.O. Box 47540, Nairobi. 8th April, 1976.

The undermentioned applications are proceeding in the name of the Procter & Gamble Company, a corporation organized and existing under the laws of the State of Ohio, United States of America of 301 East Sixth Street, Cincinnati, Ohio, U.S.A. C/o Messrs. Atkinson Cleasby & Satchu, advocates, P.O. Box 90121, Mombasa.

## IN CLASS 16—SCHEDULE III

## PAMPERS

23507.—“Disposable baby dispers of or principally of paper or absorbent paper-like material, in class 16”. 21st December, 1976.

## IN CLASS 24—SCHEDULE III

# SLEEPTIGHT.

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

B.23027.—Household linens, bed sheets, bed covers and blankets. MEGHJI KACHRA & Co. Partners; Meghji Kachra Shah, Rajnikant Meghji Shah, Ravichandra Meghji Shah, and Chimanlal Meghji Shah, wholesale and retailers of Racecourse Road, P.O. Box 10909, Nairobi. 16th July, 1976.

## IN CLASS 25—SCHEDULE III

## PAMPERS

23506.—“Articles of clothing including baby panties and other baby clothing and diapers, in class 25”. 21st December, 1976.

## IN CLASS 32—SCHEDULE III

## MIRINDA

32164.—Non-alcoholic beverages, syrups and concentrates for use in making such beverages. PepsiCo, Inc. of Purchase, New York, 10577, United States of America. C/o Messrs. Kaplan & Stratton, advocates, P.O. Box 40111, Nairobi. To be associated with TM. No. 8770. 24th August, 1976.

## IN CLASS 34—SCHEDULE III

## DON ALVARO

23492.—“Manufactured tobacco products, especially cigars.” TABACOS ALVARO GONZALEZ, S.A. (TABACALVARO), manufacturers

of Nava Grimon, 14-16, La Laguna de Tenerife (Canary Islands, Spain). C/o Messrs. Atkinson Cleasby & Satchu, advocates, P.O. Box 90121, Mombasa. 15th December, 1976.

## AMENDMENT OF SPECIFICATION OF GOODS AFTER ADVERTISEMENT

IT is hereby notified for general information that pursuant to a request received in this office on 10th January, 1977, the specification of goods in respect of Trade Mark Application No. 22867 “EPILEX” in class 5 (Schedule III) in the name Pharmacy Products (U.K.) Limited, has been restricted to:— “pharmaceutical preparations for human use”.

The above quoted application had been advertised in the Kenya Gazette dated 30th July, 1976 under Notice No. 2267 page 819.

J. N. KING'ARUI,

Assistant Registrar of Trade Marks.

## GAZETTE NOTICE No. 150

### 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 |
|----------------------------|--------------------------|---------------------------------------|---------------|----------------------|
| 386/76                     | Pius Obiero Obage        | East Kisumu Location, Kisumu District | 2-2-76        | Intestate            |
| 86/76                      | Kariuki Karanja Njiri.   | Kigumo Division, Murang'a District    | 9-8-75        | Intestate            |
| 242/75                     | Joel Kimatai Arap Keino. | Kabonet Market, Kericho               | 25-5-74       | Intestate            |

Nairobi,  
14th January, 1977.

L. J. WOODBURN,  
Assistant Public Trustee.

## GAZETTE NOTICE No. 151

### 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. 22 OF 1977

By Joginder Kaur Kartar Singh, of P.O. Box 75373, Nairobi in Kenya, the widow of the deceased and the sole executrix named in his will, through Messrs. Hamilton Harrison &

Mathews, advocates of Nairobi, for a grant of probate of the will of Kartar Singh (in the will referred as Kartar Singh s/o Hem Singh), of Nairobi aforesaid, who died at Nairobi on the 17th day of January, 1976.

## (2) CAUSE No. 27 OF 1977

By John Patrick Neal Graham, of P.O. Box 14, Kilifi in Kenya, the nephew of the deceased and the executor named in his will, through Messrs. Kaplan & Stratton, advocates of Nairobi, for a grant of probate of the will of Nigel Graham, of Nairobi aforesaid, who died at Nairobi, on the 25th day of November, 1976.

## (3) CAUSE No. 23 OF 1977

By Shirin Pyarali Esmail, of P.O. Box 46552, Nairobi in Kenya, the widow of the deceased, through Sayed Ahamed, Esq., advocate of Nairobi, for a grant of letters of administration intestate of the estate of Pyarali Kassamali Esmail, of Nairobi aforesaid who died at Nairobi, on the 12th day of December, 1975.

## (4) CAUSE No. 25 OF 1977

By Paul Ndiritu Ndungu, of P.O. Box 30333, Nairobi in Kenya, on behalf of Reginald Gordon Mitchell of Hove, East Sussex in England, the widower of the deceased and the sole executor named in her will, through Messrs. Hamilton Harrison & Mathews, advocates of Nairobi, for resealing in Kenya, the grant of probate granted on 24th November, 1976, by the District Probate Registry of the High Court of Justice in England at Winchester, of the will of Lavinia Kathleen Mitchell, of Hove aforesaid, who died there on 21st September, 1976.

## (5) CAUSE No. 1 OF 1977

By Narsingh Dass, of P.O. Box 10181, Nairobi in Kenya, one of the sons of the deceased and one of the executors named in her will, through Messrs. Maini & Patel, advocates of Nairobi, for a grant of probate of the will of Nand Kaur, widow of NandLal of Nairobi aforesaid, who died at Nairobi, on the 8th day of January, 1975.

## (6) CAUSE No. 471 OF 1976

By Somchand Punamchand Shah, of P.O. Box 42565, Nairobi in Kenya, the duly constituted attorney of Zaverben widow of the deceased Devchand Shamji Shah, of London in England, and the executrix named in his will, through Messrs. Veljee Devshi & Bakrania, advocates of Nairobi, for a grant of letters

of administration with the will annexed of the estate of Devchand Shamji Shah, of Nairobi in Kenya, who died at Kericho in Kenya on the 2nd day of February, 1975.

This Court will proceed to issue the same unless cause be shown to the contrary and appearance in this respect entered on or before 4th February, 1977.

Nairobi, 17th January, 1977. **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. 152

##### BHOLA RAM MOOLRAJ MEDIRATTA, DECEASED

NOTICE is hereby given, pursuant to section 29 of the Trustee Act, (Cap. 167) that any person having a claim against or interest in the estate of the late Bhola Ram Moolraj Mediratta, late of Elmentaita, who died at Nakuru on the 15th July, 1974, is hereby required to send particulars in writing of his or her claim or interest to the undersigned before the 28th day of February, 1977, after which date the executors will distribute the estate among the persons entitled thereto having regard only to the claims and interests of which they will 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 31st day of December, 1976.

**SMITH & PATEL,**  
*Advocates for the Executors of  
the estate of Bhola Ram Moolraj  
Mediratta, P.O. Box 20, Nakuru.*

#### GAZETTE NOTICE No. 153

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

###### PUBLIC EXAMINATION

*Debtor's name.*—Damaris Wambui.  
*Address.*—C/o P.O. Box 30020, Nairobi.  
*Description.*—Trader.  
*Court.*—High Court of Kenya at Nairobi.  
*No. of matter.*—B.C. 6 of 1976.  
*Date of public examination.*—14th January, 1977.  
*Hour.*—10.30 a.m.  
*Place.*—The Law Courts, Nairobi.

Nairobi, 7th January, 1977. **M. L. HANDA,**  
*Deputy Official Receiver.*

#### GAZETTE NOTICE No. 154

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

###### PUBLIC EXAMINATION

*Debtor's name.*—Muthui Mbuta.  
*Address.*—P.O. Box 88, Kitui.  
*Description.*—Trader.  
*Court.*—High Court of Kenya at Nairobi.  
*No. of matter.*—B.C. 7 of 1976.  
*Date of public examination.*—21st January, 1977.  
*Hour.*—10.30 a.m.  
*Place.*—The Law Courts, Nairobi.

Nairobi, 7th January, 1977. **M. L. HANDA,**  
*Deputy Official Receiver.*

#### GAZETTE NOTICE No. 155

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

###### PUBLIC EXAMINATION

*Debtor's name.*—Madatali Husein t/a "Roofloor Maintenance (Kenya)".  
*Address.*—P.O. Box 48697, Nairobi.  
*Description.*—Contractor.  
*Court.*—High Court of Kenya at Mombasa.  
*No. of matter.*—B.C./MSA/5 of 1976.  
*Date of public examination.*—28th January, 1977.  
*Hour.*—10.30 a.m.  
*Place.*—The Law Courts, Nairobi.

Nairobi, 14th January, 1977. **M. L. HANDA,**  
*Deputy Official Receiver.*

#### GAZETTE NOTICE No. 156

##### THE COMPANIES ACT (Cap. 486)

###### NOTICE OF FIRST MEETING (Rule 110)

##### IN BANKRUPTCY AND WINDING-UP CAUSE No. 6 OF 1976

###### Re: *Kariuki Stores (Kenya) (In Liquidation)*

*Name of company.*—Kariuki Stores (Kenya) Limited.  
*Address of registered office.*—Plot No. L.R. 209-245/24252/2, Luthuli Avenue, Nairobi.  
*Registered postal address.*—P.O. Box 48625, Nairobi.  
*Nature of business.*—Wholesale and Retail Merchants.  
*Court.*—High Court of Kenya at Nairobi.  
*No. of matter.*—Bankruptcy and Winding-up Cause No. 6 of 1976.  
*Creditors:—*  
*Date.*—28th January, 1977.  
*Hour.*—2.30 p.m.  
*Place.*—The Conference Room, Office of the Official Receiver, Fifth Floor, Sheria House, Harambee Avenue, Nairobi.  
*Contributories:—*  
*Date.*—28th January, 1977.  
*Hour.*—2.15 p.m.  
*Place.*—The Conference Room, Office of the Official Receiver, Fifth Floor, Sheria House, Harambee Avenue, Nairobi.

Nairobi, 14th January, 1977. **M. L. HANDA,**  
*Deputy Official Receiver and  
Provisional Liquidator.*

#### GAZETTE NOTICE No. 157

##### THE SOCIETIES RULES (Cap. 108, Sub. Leg.)

PURSUANT to rule 14 of the Societies Rules, notice is hereby given that the registration of the societies listed in the Schedule hereto have been cancelled under the provisions of the Societies Act, (Cap. 108).

###### SCHEDULE

| <i>Name of Society</i>                           | <i>Date of Cancellation</i> |
|--|-----------------------------|
| Bungoma Banana Day and Night Club ...            | 12-1-77                     |
| Nairobi Secondary Schools Sports Association ... | 12-1-77                     |

Dated this 14th day of January, 1977.

**J. ALLAN,**  
*Assistant Registrar of Societies.*

## GAZETTE NOTICE No. 158

**THE SOCIETIES RULES**  
(Cap. 108, Sub. Leg.)

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

- (a) the societies listed in the First Schedule hereto have been registered; and
- (b) the society listed in the Second Schedule hereto has been refused registration under the provisions of the Societies Act, (Cap. 108).

**FIRST SCHEDULE**

| <i>Name of Society</i>                                       | <i>Date of Registration</i> |
|--|-----------------------------|
| Gospel Outreach ... ..                                       | 10-1-77                     |
| Kitemboo Welfare Association, Tawa Branch ...                | 10-1-77                     |
| Kenya Cannors Football Club ... ..                           | 10-1-77                     |
| Simbi Nyaima Football Club ... ..                            | 10-1-77                     |
| Chama cha Madawa ya Kienyeji (Herbalists) East Africa ... .. | 11-1-77                     |
| Emmukunzi Welfare Society ... ..                             | 11-1-77                     |
| Lolwe Welfare Society Nairobi ... ..                         | 13-1-77                     |
| Netherlands Alumni Association of Kenya ...                  | 13-1-77                     |
| Riwuok Kokiri Uyoma Location E.A. Mombasa Branch ... ..      | 13-1-77                     |
| Panpaper Football Club ... ..                                | 13-1-77                     |
| Gathaiti Old Students Association ... ..                     | 13-1-77                     |
| Gema Union Bahati Sub-Branch ... ..                          | 13-1-77                     |
| New Swanga Hotel Day and Night Club ... ..                   | 13-1-77                     |
| Kathure Welfare Association Nairobi ... ..                   | 13-1-77                     |
| Ireru/Kagumoini Unity ... ..                                 | 14-1-77                     |
| Shivembe Society ... ..                                      | 14-1-77                     |
| Tigoi Welfare Association ... ..                             | 14-1-77                     |
| Jericho Podho Chieng' Society ... ..                         | 14-1-77                     |
| Afro Bunyala Youth Club ... ..                               | 14-1-77                     |
| Organization of Eastern Africa Insurers ... ..               | 14-1-77                     |
| Ikhaba Welfare Association, Namasoli Branch ...              | 14-1-77                     |

**SECOND SCHEDULE**

| <i>Name of Society</i>       | <i>Date of Refusal</i> |
|------------------------------|------------------------|
| Calvary Gospel Church ... .. | 11-1-77                |

Dated this 14th day of January, 1977.

**J. ALLAN,**  
*Assistant Registrar of Societies.*

## GAZETTE NOTICE No. 159

**THE AFRICAN CHRISTIAN MARRIAGE AND DIVORCE ACT**  
(Cap. 151)

NOTICE is hereby given that in exercise of the powers conferred by section 6 (1) of the African Christian Marriage and Divorce Act the Ministers named in the Schedule hereto have been licensed to celebrate marriages under the provisions of such Act.

**SCHEDULE**

*Denomination.*—Roman Catholic Church, Kenya.

*Names of Ministers:*—

- Rev. Augustine Kariuki.  
Rev. Penzo Luigi.  
Rev. John W. Slinger.  
Rev. Max Stetter.  
Rev. Polycarp Toppo.  
Rev. Felipe Martinez.  
Rev. Paul-Emile J. P. Leduc.

Dated at Nairobi this 14th day of January, 1977.

**M. L. HANDA,**  
*Deputy Registrar-General.*

## GAZETTE NOTICE No. 160

**THE AFRICAN CHRISTIAN MARRIAGE AND DIVORCE ACT**  
(Cap. 151)

NOTICE is hereby given that in exercise of the powers conferred by section 6 (1) of the African Christian Marriage and Divorce Act, the Minister named in the Schedule hereto has been licensed to celebrate marriages under the provisions of such Act.

**SCHEDULE**

*Denomination.*—African Church of Holy Spirit, Kenya.

*Name of Minister:*—

Harun Kereda.

Dated at Nairobi this 13th day of January, 1977.

**M. L. HANDA,**  
*Deputy Registrar-General.*

## GAZETTE NOTICE No. 161

**THE AFRICAN CHRISTIAN MARRIAGE AND DIVORCE ACT**  
(Cap. 151)

NOTICE is hereby given that in exercise of the powers conferred by section 6 (1) of the African Christian Marriage and Divorce Act, the Minister named in the Schedule hereto has been licensed to celebrate marriages under the provisions of such Act.

**SCHEDULE**

*Denomination.*—Roman Catholic Church, Kenya.

*Name of Minister:*—

Father John Swagemakers.

Dated at Nairobi this 13th day of January, 1977.

**M. L. HANDA,**  
*Deputy Registrar-General.*

## GAZETTE NOTICE No. 162

**THE AFRICAN CHRISTIAN MARRIAGE AND DIVORCE ACT**  
(Cap. 151)

NOTICE is hereby given that in exercise of the powers conferred by section 6 (1) of the African Christian Marriage and Divorce Act, the Minister named in the Schedule hereto has been licensed to celebrate marriages under the provisions of such Act.

**SCHEDULE**

*Denomination.*—African Independent Pentecostal Church of Africa.

*Name of Minister:*—

Rev. Joram Ndegwa.

Dated at Nairobi this 14th day of January, 1977.

**M. L. HANDA,**  
*Deputy Registrar-General.*

## GAZETTE NOTICE No. 163

**THE AFRICAN CHRISTIAN MARRIAGE AND DIVORCE ACT**  
(Cap. 151)

NOTICE is hereby given that in exercise of the powers conferred by section 6 (1) of the African Christian Marriage and Divorce Act the Ministers named in the Schedule hereto have been licensed to celebrate marriages under the provisions of such Act.

**SCHEDULE**

*Denomination.*—Roman Catholic Church, Kenya.

*Names of Ministers:*—

- Rev. Maurice Murangiri.  
Rev. Salesius Mugambi.

Dated at Nairobi this 10th day of January, 1977.

**M. L. HANDA,**  
*Deputy Registrar-General.*

## GAZETTE NOTICE No. 164

**THE AFRICAN CHRISTIAN MARRIAGE AND  
DIVORCE ACT**  
(Cap. 515)

THE licences issued to—

Priest Hezekiah Okuku Gor,  
Pius Makau,

Ministers of New Apostolic Church to celebrate marriage under the provisions of the above Act, are hereby cancelled and the following Gazette Notices are also cancelled in so far as they respectively relate to the Ministers:—

Gazette Notice No. 236 of the 16th day of January, 1976.

Gazette Notice No. 2481 of the 6th day of August, 1976.

Dated at Nairobi this 14th day of January, 1977.

**M. L. HANDA,**  
*Deputy Registrar-General*

## GAZETTE NOTICE No. 165

(CS/483)

**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 Gikondi Pig Breeders Co-operative Society Limited.

And whereas I am of the opinion that the said society should be dissolved.

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

Any member of the said society 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 District Co-operative Officer, Nyeri to be Liquidator and authorize him to take into his custody all the property of the society including such books and documents as are deemed necessary for completion of the liquidation.

Dated at Nairobi this 7th day of January, 1977.

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

## GAZETTE NOTICE No. 166

(CS/1567)

**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 Masaku Consumers Store Co-operative Society Limited.

And whereas I am of the opinion that the said society should be dissolved.

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

Any member of the said society 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 District Co-operative Officer, Machakos to be Liquidator and authorize him to take into his custody all the property of the society including such books and documents as are deemed necessary for completion of the liquidation.

Dated at Nairobi this 6th day of January, 1977.

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

## GAZETTE NOTICE No. 167

(CS/808)

**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 Msambweni Digo Farmers Co-operative Society Limited.

And whereas I am of the opinion that the said society should be dissolved.

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

Any member of the said society 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 District Co-operative Officer, Kwale to be Liquidator and authorize him to take into his custody all the property of the society including such books and documents as are deemed necessary for completion of the liquidation.

Dated at Nairobi this 6th day of January, 1977.

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

## GAZETTE NOTICE No. 168

**THE PAN AFRICA INSURANCE COMPANY LIMITED,  
MOMBASA**

(Incorporated in Kenya)

LOSS OF POLICY

*Policy No. K/74240 for Sh. 6,000 on the life of Pharis Gichohi,  
P.O. Box 257, Nanyuki, 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.

**M. D. NAVARE,**  
*Executive Director,*  
Mombasa, 10th January, 1977. *P.O. Box 90383, Mombasa.*

## GAZETTE NOTICE No. 169

**THE PAN AFRICA INSURANCE COMPANY LIMITED,  
MOMBASA**

(Incorporated in Kenya)

LOSS OF POLICY

*Policy No. 62765 for Sh. 10,000 on the life of Jackson Nadedo,  
E.A.R. Corporation, P.O. Box 30534, Nairobi, 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.

**M. D. NAVARE,**  
*Executive Director,*  
Mombasa, 10th January, 1977. *P.O. Box 90383, Mombasa.*

## GAZETTE NOTICE No. 170

**THE PAN AFRICA INSURANCE COMPANY LIMITED,  
MOMBASA**

(Incorporated in Kenya)

LOSS OF POLICY

*Policy No. 59804 for Sh. 4,000 on the life of Ruth Kasiya  
Mutisya, Kakutha County School, P.O. Box 1064, Kangundo,  
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.

**M. D. NAVARE,**  
*Executive Director,*  
Mombasa, 10th January, 1977. *P.O. Box 90383, Mombasa.*

## GAZETTE NOTICE No. 171

THE PAN AFRICA INSURANCE COMPANY LIMITED,  
MOMBASA

(Incorporated in Kenya)

## LOSS OF POLICY

*Policy No. K/46076 for Sh. 3,000 on the life of Obadiah Njoroge, C. S. Kagera F. P. School, P.O. Box 135, Ruiru, Kenya.*

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

Mombasa,  
10th January, 1977.

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

## GAZETTE NOTICE No. 172

THE PAN AFRICA INSURANCE COMPANY LIMITED,  
MOMBASA

(Incorporated in Kenya)

## LOSS OF POLICY

*Policy No. 62180 for Sh. 4,000 on the life of Rahab Chaku, Ntemwene, F.P. School, P.O. Nkubu, 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,  
10th January, 1977.

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

## GAZETTE NOTICE No. 173

THE PAN AFRICA INSURANCE COMPANY LIMITED,  
MOMBASA

(Incorporated in Kenya)

## LOSS OF POLICY

*Policy No. K/49785 for Sh. 7,000 on the life of Eddah Njoki Ngugi, C.S. Manguo Primary School, P.O. Box 66, Limuru, 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,  
12th January, 1977.

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

## GAZETTE NOTICE No. 174

THE MUNICIPAL COUNCIL OF KITALE  
THE POLL RATE (RIFT VALLEY REGION)  
ENACTMENT, 1964

NOTICE is hereby given that in accordance with the Poll Rate (Rift Valley Region) Enactment, 1964, section 3 subsection 4, the Municipal Council of Kitale has resolved to impose a Poll Rate of the sum of Sh. 20 payable by every adult resident in, or having interest or owning property within the area of jurisdiction of Kitale Municipal Council; and that the Poll Rate shall be due and payable as from 1st January, 1977.

The Council has also imposed a penalty of 25 per cent on any Poll Rate that shall remain unpaid after 30th September, 1977.

The rate is payable to the Municipal Council Offices, Kitale.

Dated this 8th day of January, 1977.

N. W. FEDHA,  
*Town Clerk,*  
Town Hall,  
P.O. Box 260, Kitale.

## GAZETTE NOTICE No. 175

## THE MUNICIPAL COUNCIL OF KITALE

## SITE VALUE RATES FOR 1977

NOTICE is hereby given that the Municipal Council of Kitale has imposed the Site Value Rates in respect of the year 1977 as hereunder:—

A rate of 6 per cent on the unimproved value of land as appearing in the Municipal Valuation Roll, 1977.

The above rate is due and payable at the Town Hall as from 1st January, 1977, but not later than 30th June, 1977, interest is payable to the Municipal Council of Kitale at the rate of 1 per cent per month or part thereof on any rate remaining unpaid after 30th June, 1977.

N. W. FEDHA,  
*Town Clerk,*  
Town Hall,  
P.O. Box 260, Kitale.

## GAZETTE NOTICE No. 176

## THE NANYUKI TOWN COUNCIL

## RATES FOR THE YEAR 1977

NOTICE is hereby given that Nanyuki Town Council has levied in respect of the year 1977 a rate of 4 per cent on the unimproved site value of land appearing in the Valuation Rolls and Supplementary Valuation Rolls.

(a) The rates became due on 1st January, 1977 and shall be payable at the offices of Nanyuki Town Council before 30th June, 1977.

(b) Pursuant to the provisions of section 16 (3) of the Rating Act, 1967, interest shall become due and payable to the Council at the rate of 1 per cent per mensem or part thereof shall be charged on any amount remaining unpaid after 30th June, 1977.

Ratepayers are notified that whilst every effort will be made to deliver to every person liable a demand note, failure to deliver such a demand note, does not exempt the debtor from any liability or penalty affecting non-payment of the rates.

Nanyuki,  
10th January, 1977.

H. M. I. GICHURU,  
*Town Clerk/Treasurer,*  
Town Hall,  
P.O. Box 156, Nanyuki.

## GAZETTE NOTICE No. 177

## THE NANYUKI TOWN COUNCIL

## POLL TAX 1977

NOTICE is hereby given that pursuant to section 3 of the Poll Tax (Rift Valley Region) Enactment 1964, the Nanyuki Town Council has resolved to impose on each adult male and adult female having independent means, resident by virtue of employment or own property within the area of jurisdiction of the Nanyuki Town Council, a Poll Tax at the rate of Sh. 20 which is due or deemed to have been due on 1st January, 1977.

The Poll Tax should be paid at the offices of the Nanyuki Town Council during the normal working hours, or on demand by authorized officers of the Council. A penalty of 50 per cent shall be imposed with effect from 1st July, 1977, on those who are liable to pay and have not paid by 30th June, 1976.

Nanyuki,  
10th January, 1977.

H. M. I. GICHURU,  
*Town Clerk/Treasurer,*  
Town Hall,  
P.O. Box 156, Nanyuki.

## GAZETTE NOTICE No. 178

## MINISTRY OF FINANCE AND PLANNING

## TENDER NOTICE No. /76/77

Tenders are invited for the supply of one Electronic Accounting Machine suitable for stores ledger card posting with the following features:—

Minimum platen width of approximately 500 mm. (20 inches);  
Alpha Keyboard for typing descriptions;  
Numeric Keyboard;  
Non-volatile memory;  
Check—digit verification;

Capable of subsequent attachment to Paper Tape Punch;  
Capable of site programme modifications.

Prices quoted must be net, duty and sales tax paid. They must also be inclusive of delivery and installation of the machine at the Ministry of Works, Supplies Branch depot on Likoni Road. The approximate delivery and installation period must be given. The cost of training two operators, the annual maintenance fee and the warranty period should be shown separately.

Tenders enclosing comprehensive specifications and/or detailed brochures must be submitted in plain sealed envelopes clearly marked "Tender for Accounting Machine" and addressed so as to reach the Permanent Secretary, P.O. Box 30007, Nairobi or be placed into the Tender Box at the entrance to the Treasury Building not later than 10 a.m. on 14th February, 1977.

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

R. A. RIYAMY,  
*for Permanent Secretary, to the Treasury.*

#### GAZETTE NOTICE No. 179

#### MINISTRY OF TOURISM AND WILDLIFE WILDLIFE CONSERVATION AND MANAGEMENT DEPARTMENT

##### TENDER NOTICE No. 1/76-77

TENDERS are soon to be invited for the construction of Game Proof Defences in the Republic of Kenya.

Contractors who have had previous experience in the construction of Game Proof defences should apply for tender forms. Contractors should give full details of their previous experience. They should also submit their bankers names.

Applications for tender forms should be addressed to the Director, Wildlife Conservation and Management Department, P.O. Box 40241, Nairobi.

The closing date for applications will be 2nd February, 1977.

J. K. MUTINDA,  
*Acting Director.*

#### GAZETTE NOTICE No. 180

#### MINISTRY OF WATER DEVELOPMENT

##### SUPPLY TENDER No. 14/76-77

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

|            |       |                               |
|------------|-------|-------------------------------|
| Item group | I:    | Louvre Windows.               |
| " "        | II:   | Hand Tools.                   |
| " "        | III:  | Timber doors with frames.     |
| " "        | IV:   | Metal Window frames.          |
| " "        | V:    | Wooden houses.                |
| " "        | VI:   | Elevated steel storage tank.  |
| " "        | VII:  | G.I. Fittings.                |
| " "        | VIII: | Electrical wire and Fittings. |

Price quoted must be in Kenya Shillings, duty paid and including sales tax and must be for delivery to the Office of the Director, Ministry of Water Development Stores, Nairobi. Prices must be firm for ninety 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. 14/76-77" addressed to reach the Director, Water Department, P.O. Box 30521, Nairobi on or before 7th February, 1977, at 10 a.m. or may be placed in the "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.*

#### GAZETTE NOTICE No. 181

#### THE MINISTRY OF DEFENCE

##### TENDER No. 411/1 (83-87) 76/78

TENDERS are invited for the supply of the under-listed items to the Armed Forces for the period starting 1st January, 1977 to 30th June, 1978.

Tender No.

- 83 Urns Tea 5 litres.
- 84 Vacuum Cleaner.
- 85 Tool Kit metric.
- 86 Rotary Slasher.
- 87 Teleprinter Rolls 4 Ply and Teleprinter Ribbon.

Tender Forms showing details of quantities and specifications may be obtained from the SO I Supply MOD, Ulinzi House P.O. Box 40668, Nairobi.

Completed tender documents must be enclosed in a plain envelope marked with the tender number and addressed to SO I Supply at the address given above, or be placed in the Tender Box in Ulinzi House, First Floor, so as to reach the SO I Supply not later than 1400 hours (2.00 p.m.) Tuesday, 8th February, 1977.

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 a tenderer expressly stipulates to the contrary.

#### GAZETTE NOTICE No. 182

#### THE BUNGOMA DISTRICT

##### TENDERS FOR 1977

TENDERS are invited for the supply of, Oranges, Maize whole, Beef, Cement, Timber Firewood to all Government Departments in Bungoma District for the Calendar Year 1977.

Application Forms are available at the District Commissioner's Office Bungoma. Tenders should be submitted in plain sealed envelopes marked "Bungoma District Tender for 1977" and addressed to the District Commissioner, P.O. Box 550, Bungoma to reach him not later than 12 noon Wednesday, 19th January, 1977.

The applicant must specify the item or items and quote prices for which the tender is made.

The current conditions governing the Government Controls in all cases will apply.

J. M. OYULA,  
*for District Commissioner,  
Bungoma.*

#### GAZETTE NOTICE No. 183

#### THE TRANSFER OF BUSINESSES ACT

(Cap. 500)

NOTICE is hereby given that the business of selling fish and chips carried on by Mrs. Salome Musembi trading as "Kata Enterprise" at shop on Plot No. 209/534, Tom Mboya Street, Nairobi, has, as from 31st day of December, 1976 been sold and transferred to Tajdin Ebrahim Jadvi of P.O. Box 10030, Nairobi, who will carry on the said business at the same place.

The address of the transferor is P.O. Box 20421, Nairobi.

The address of the transferee is P.O. Box 10030, Nairobi.

The transferee does not assume nor does he 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 December, 1976. All debts due and owing by the transferor in respect of the said business up to and including the 31st day of December,

1976, will be paid by the transferor and likewise all debts due to the transferor up to and including the 31st day of December, 1976 will be received by the transferor.

Dated at Nairobi this 8th day of January, 1977.

S. S. JOWHAL & COMPANY,  
*Advocates for Transferor "Kata  
Enterprise" and Transferee  
Tajdin Ebrahim Jadvi,  
International House, Second Floor,  
P.O. Box 42296, Nairobi.*

#### GAZETTE NOTICE No. 184

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

NOTICE is hereby given that the business of Kapoor Fish & Chips carried on by Krishan Kumar Kapoor, at Plot No. 209/1413/25/1, Accra Road, Nairobi, has been sold and transferred to Mr. Suleiman Valimohamed Rayani, who will carry on the said business at the same place and under the same name. The transferee does not assume nor does he intend to assume any liability incurred in the said business by the transferor up to and including the 15th day of January, 1977, and the same will be paid and discharged by the transferor and likewise all debts due to the transferor up to and including the 15th day of January, 1977, will be received by the said transferor.

The address of the transferor is P.O. Box 46065, Nairobi.

The address of the transferee is P.O. Box 47195, Nairobi.

Dated at Nairobi this 15th day of January, 1977.

KRISHAN KUMAR KAPOOR,  
*Transferor.*

SULEIMAN VALIMOHAMED RAYANI,  
*Transferee.*

#### GAZETTE NOTICE No. 185

#### NOTICE OF CHANGE OF NAME

I, Rajnikant Velji Mepa Shah, of P.O. Box 30529, Nairobi in the Republic of Kenya, do hereby give public notice, on behalf of my infant daughter formerly known as Rajshree Rajnikant Velji Mepa Shah, that by a deed poll dated the 19th day of November, 1976, duly executed and registered by me, on behalf of my infant daughter aforesaid, I have absolutely renounced and abandoned the use of my infant daughter's former name of Rajshree Rajnikant Velji Mepa Shah and in lieu thereof adopted and assumed the name of Rajvi Rajnikant Velji Mepa Shah for all purposes and I hereby authorize and request all persons at all times to designate, describe and address my said infant daughter by the assumed name of Rajvi Rajnikant Velji Mepa Shah instead of the former name of Rajshree Rajnikant Velji Mepa Shah.

Dated at Nairobi this 15th day of January, 1977.

SHAPLEY BARRET & CO.,  
*Advocates for Rajnikant  
Velji Mepa Shah,  
father and guardian of  
Rajvi Rajnikant Velji Mepa Shah,  
formerly known as Rajshree  
Rajnikant Velji Mepa Shah.*

#### GAZETTE NOTICE No. 186

#### BANSAL FURNITURE AND JOINERY WORKS LOSS OF RECEIPT NOS. 2401 TO 2600

IT IS notified for general information that Receipt Nos. 2401 to 2600 have been reported lost and have subsequently been cancelled.

This firm therefore, will not accept any responsibility or give any credit for the above receipts.

Dated this 10th day of January, 1977.

B. S. BANSAL,  
*Proprietor,  
P.O. Box 24, Eldoret.*

#### GAZETTE NOTICE No. 187

#### KAKUZI LIMITED

#### ROAD CLOSURE

ALL private roads through the following estates owned by this company will be closed to the public on Sunday, 30th January, 1977.

|                       |   |
|-----------------------|---|
| Makuyu Sisal Estate   | — L.R. Nos. 11674 and 6871.             |
| Makuyu Coffee Estate  | — L.R. Nos. 4741 and 4883.              |
| Kitito Coffee Estates | — L.R. Nos. 6862, 3569/1, 3569/2, 3568. |
| Kaguru Ltd.           | — L.R. No. 3534.                        |
| Kakuzi Sisal Estate   | — L.R. Nos. 10731/2 and 3558.           |

KAKUZI LIMITED,  
*P.O. Box 24,  
Thika.*

#### NOW ON SALE

### DEVELOPMENT PLAN 1974/78 PART I

Price: Sh. 75 (postsage Sh. 6/50)

### DEVELOPMENT PLAN 1974/78 PART II

Price: Sh. 60 (postage Sh. 5)

### 1976/77 ESTIMATES OF REVENUE

of the Government of Kenya for the year ending  
30th June, 1977

Price: Sh. 3 (postage Sh. 1)

### DEVELOPMENT ESTIMATES FOR THE YEAR 1976/77

Price: Sh. 50 (postage Sh. 3)

Obtainable from the Government Printer, Nairobi