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CORRIGENDUM

IN Kenya Gazette Notice No. 4688 of 20th December 1966—
In the third line of the first column for 30th December 1966 read 30th November 1966.

GAZETTE NOTICE No. 4756

THE NATIONAL PARKS OF KENYA ACT
(Cap. 377)

ESTABLISHMENT OF MERU NATIONAL PARK

IN EXERCISE of the powers conferred by section 3 of the National Parks of Kenya Act (Cap. 377), the Minister for Tourism and Wildlife hereby declares the area of land described in the Schedule hereto to be a National Park.

SCHEDULE

All that area of land containing approximately 215,000 acres situated east of Meru Town in Meru District, Eastern Province, the boundaries of which are more particularly delineated, edged purple, on Boundary Plan No. 204/37 which is signed, sealed with the Seal of the Survey of Kenya and deposited in the Survey Records Office, Survey of Kenya, Nairobi.

Dated this 18th day of December 1966.

S. O. AYODO,
Minister for Tourism and Wildlife.

GAZETTE NOTICE No. 4757

(28/5/174/Vol. II)

THE BORSTAL INSTITUTIONS ACT
APPOINTMENT TO BOARD OF VISITORS

IN EXERCISE of the powers conferred by section 20 of the Borstal Institutions Act, the Permanent Secretary for Home Affairs* hereby appoints—

John Kogo and
John Spencer Bor,

as members of the Board of Visitors to the Borstal Institution at Shikusa in the Kakamega District, Western Province.

Dated this 8th day of December 1966.

A. J. OMANGA,
*Permanent Secretary,
Ministry of Home Affairs.*

*L.N. 692/1963.

GAZETTE NOTICE No. 4758

(CAB. 16/11/229/37)

THE AGRICULTURE ACT
(Cap. 318)

WITHDRAWAL OF NOTICE TO SHOW CAUSE

WHEREAS a Management Order is in force in respect of the undermentioned holding and a Notice to Show Cause* was published under section 187 (3) (a) and (b)† of the Agriculture Act, on the 1st day of October 1966, I hereby declare that it is not intended that this holding should be sold or leased and I withdraw the said Notice.

L.R. Nos. 11550, 11551, 11563, 11564, 1804/R, 3040, 6828 and 7223, Hoey's Bridge Sisal Estate Limited.

Dated this 16th day of December 1966.

B. B. F. RUSSELL,
*Assistant Secretary,
Central Agricultural Board.*

*G.N. 3908, 3910 and 3912.
†L.N. 267/1964.

GAZETTE NOTICE No. 4759

THE DAIRY INDUSTRY ACT
(Cap. 336)
THE DAIRY INDUSTRY (INSPECTORS)
REGULATIONS 1964

APPOINTMENT

IN EXERCISE of the powers conferred by regulation 2 (1) of the Dairy Industry (Inspectors) Regulations, the Kenya Dairy Board hereby appoints—

ABAS SHAH

as an Inspector under the said Regulations, with effect from 1st December 1966.

By Order of the Board.

Dated this 16th day of December 1966.

W. WINTER,
Secretary.

GAZETTE NOTICE No. 4760

5½ PER CENT KENYA STOCK 1976/80

FOR the purpose of preparing the warrants for interest due on 15th February 1967, the balances of the several accounts in the above-mentioned Stock will be struck at close of business on 15th January 1967, after which date the Stock will be transferable ex dividend.

THE TREASURY,
P.O. Box 30007, Nairobi.

GAZETTE NOTICE No. 4761

EAST AFRICA HIGH COMMISSION
4 PER CENT STOCK 1968/71

NOTICE

FOR the purpose of preparing the payments of interest due on 1st March 1967, the balance of the several accounts in the Local Register of the above Stock will be struck at the close of business on 31st January 1967, after which date the Stock will be transferable ex dividend.

Stockholders wishing to transfer their holdings to the London Register should note that, if the necessary application forms together with Exchange Control approval, where necessary, are not lodged with the Chief Accountant, East African Railways and Harbours, P.O. Box 30066, Nairobi, Kenya, in the time to enable the applications to be transmitted to the Crown Agents for Oversea Governments and Administrations in London, so as to reach them on or before 31st January 1967, payment of interest due on 1st March 1967, will be made by the Chief Accountant, East African Railways and Harbours.

R. W. MACDONALD,
*Chief Accountant,
East African Railways and Harbours,
for East African Common Services
Organization.*

Nairobi,

15th December 1966.

GAZETTE NOTICE No. 4762

THE REGISTRATION OF PERSONS ACT
(Cap. 107)

APPOINTMENT OF REGISTRATION OFFICERS

IN EXERCISE of the powers conferred by subsection (2) of section 4 of the Registration of Persons Act, I hereby appoint—

Morris Nyongesa Murunga,
Fred Kinyanjui Mungai,

to be Registration Officers for the purposes of the Act, with effect from 14th December 1966.

Dated this 14th day of December 1966.

N. E. HUCKLE,
Principal Registrar.

GAZETTE NOTICE No. 4763

(LIC/9/43/38)

THE EAST AFRICAN LICENSING OF AIR SERVICES
REGULATIONS 1965

NOTICE OF APPLICATION FOR A LICENCE TO OPERATE
AIR SERVICES

PURSUANT to the provisions of regulations 6 and 7 of the East African Licensing of Air Services Regulations 1965, notice is hereby given that Pan African Air Services (Tanzania) Ltd., P.O. Box 3070, Dar es Salaam, Tanzania, has applied to the East African Civil Aviation Board for a licence to operate the following air service:—

Coach class service including the right to sell individual seats on route from Mbeya to (1) Chunya, (2) Sumbawanga, (3) Abercorn, (4) Mpulungu, (5) Masaba, (6) Badouinville, (7) Albertville, (8) Mpanda, (9) Kigoma, (10) Usumbura, (11) Tabora, and vice versa with the right to omit any point and operate in any order with one Turbo Commander, two Aero Commanders "U" and one Grumman Widgeon, for a period of seven years.

It is further notified that any representations or objections with regard to this application must be made to the East African Civil Aviation Board at the office of the East African Common Services Organization, P.O. Box 30005, Nairobi, not later than 23rd January 1967. Every such representation or objection shall be made in writing, shall state the specific grounds on which it is based, and shall specify any conditions which it may be desired should be attached to the licence if granted. A copy of every such representation or objection shall be sent by the person making the same to the applicant of the licence at the same time as it is sent to the East African Civil Aviation Board.

Dated at Nairobi this 16th day of December 1966.

G. A. SHIROOR,
*Secretary,
East African Civil Aviation Board.*

GAZETTE NOTICE No. 4764

(LIC/9/43/39)

THE EAST AFRICAN LICENSING OF AIR SERVICES REGULATIONS 1965

NOTICE OF APPLICATION FOR A LICENCE TO OPERATE AIR SERVICES

PURSUANT to the provisions of regulations 6 and 7 of the East African Licensing of Air Services Regulations 1965, notice is hereby given that Pan African Air Services (Tanzania) Ltd., P.O. Box 3070, Dar es Salaam, Tanzania, has applied to the East African Civil Aviation Board for a licence to operate the following air service:—

Coach class service including the right to sell individual seats on route from Nairobi to (a) (i) Manyara, (ii) Mara, (iii) Narok, (iv) Naivasha, (v) Baringo, and vice versa, and (b) (i) Manyara, (ii) Amboseli, (iii) Kilaguni, (iv) Tsavo Tsafaris, (v) Mkomazi Game Reserve, (vi) Shimoni, (vii) Mombasa, (viii) Lamu, and vice versa, with the right to omit any points and operate in any order with one Turbo Commander, two Aero Commanders "U" and one Grumman Widgeon, for a period of seven years.

It is further notified that any representations or objections with regard to this application must be made to the East African Civil Aviation Board at the office of the East African Common Services Organization, P.O. Box 30005, Nairobi, not later than 23rd January 1967. Every such representation or objection shall be made in writing, shall state the specific grounds on which it is based, and shall specify any conditions which it may be desired should be attached to the licence if granted. A copy of every such representation or objection shall be sent by the person making the same to the applicant of the licence at the same time as it is sent to the East African Civil Aviation Board.

Dated at Nairobi this 16th day of December 1966.

G. A. SHIROOR,
Secretary,
East African Civil Aviation Board.

GAZETTE NOTICE No. 4765

(LIC/9/43/40)

THE EAST AFRICAN LICENSING OF AIR SERVICES REGULATIONS 1965

NOTICE OF APPLICATION FOR A LICENCE TO OPERATE AIR SERVICES

PURSUANT to the provisions of regulations 6 and 7 of the East African Licensing of Air Services Regulations 1965, notice is hereby given that Pan African Air Services (Tanzania) Ltd., P.O. Box 3070, Dar es Salaam, Tanzania, has applied to the East African Civil Aviation Board for a licence to operate the following air service:—

Coach class service including the right to sell individual seats on route from Dar es Salaam to (1) Mtwara, (2) Moroni (Comoro Islands), (3) Aldabra Islands, and vice versa, with the right to omit any point and operate in any order without traffic rights between Dar es Salaam and Mtwara, with one Turbo Commander, two Aero Commanders "U", one Catalina PBYS (Amphibian) and one Grumman Widgeon, for a period of seven years.

It is further notified that any representations or objections with regard to this application must be made to the East African Civil Aviation Board at the office of the East African Common Services Organization, P.O. Box 30005, Nairobi, not later than 23rd January 1967. Every such representation or objection shall be made in writing, shall state the specific grounds on which it is based, and shall specify any conditions which it may be desired should be attached to the licence if granted. A copy of every such representation or objection shall be sent by the person making the same to the applicant of the licence at the same time as it is sent to the East African Civil Aviation Board.

Dated at Nairobi this 16th day of December 1966.

G. A. SHIROOR,
Secretary,
East African Civil Aviation Board.

GAZETTE NOTICE No. 4766

EAST AFRICAN RAILWAYS AND HARBOURS

NOTICE

Withdrawal of "To Pay" Facilities in Respect of Wagon Load Consignments

THE East African Railways and Harbours give notice that as from 1st November 1966, all wagon load traffic, i.e. traffic requiring or paying for the sole use of a wagon, must be PREPAID. From that date freight and such other charges as are raised at the sending station must be paid by the consignor or secured by ledger or deposit account at the time of booking and the traffic will not be accepted with charges "To Pay" at the receiving station.

Nairobi,
1st November 1966.

A. W. W. FITZGERALD,
for General Manager,
Railway Headquarters, Nairobi.

GAZETTE NOTICE No. 4767

MINISTRY OF WORKS CENTRAL TENDER BOARD

TENDER NOTICE No. 85/66

TENDERS are invited for the supply of the following items required under a World Bank Loan:—

- (i) Sanitary Ware and Sanitary Fittings.
- (ii) Laboratory Fittings (Sinks, Drip Cups and Taps).

Tender documents giving full details may be obtained, against written application, from the Stores Superintendent, Supplies Branch, Ministry of Works, 1st Floor, Kenya House, Koinange Street, P.O. Box 30346, Nairobi.

Final time and date for submission of tenders.—4 p.m., 13th January 1967.

Delivery of all items under this tender notice is required in Nairobi on or before 30th April 1967, and only those tenderers who can offer such delivery under contract terms will be considered.

GAZETTE NOTICE No. 4768

PUBLIC SERVICE COMMISSION OF KENYA

VACANCIES

APPLICATIONS are invited for the following posts and must be submitted to the Secretary, Public Service Commission of Kenya, P.O. Box 30095, Nairobi, to reach him by 17th January 1967. Civil servants must submit applications to heads of departments on Form PSC.2A in triplicate at least seven days before the closing date; other applications to be submitted in triplicate on Form PSC.2, obtainable from the Secretary. Applicants must quote the number shown against the post in the advertisement.

NOTE

In all cases preference will be given to qualified candidates who are Kenya citizens.

Chemist/Assayer, Department of Mines and Geology
(No. 457/66)

Salary scale.—£804 to £1,710. PENSIONABLE or AGREEMENT.

Applicants should possess an honours degree in Chemistry of an approved University, preferably, with at least three years' approved experience in rock, mineral and ore analysis and proof of ability to carry out accurate and reliable work.

Licence Records Officer, Ministry of Information and Broadcasting (No. 458/66)

Salary scale.—£670 to £820. PENSIONABLE.

Applicants must be civil servants, preferably of Cambridge School Certificate standard of education, with at least three years' practical experience of index system used in a large Records Office. Ability to control and supervise the work of junior staff is essential as is ability to conduct correspondence. Knowledge of the Broadcast Receiving (Licensing) Act would be an advantage. The selected candidate will be in charge of the Licence Records Office of the Voice of Kenya.

Library Assistant (Management Training and Advisory Centre), Ministry of Labour (No. 459/66)

Salary scale.—£670 to £820. PENSIONABLE or AGREEMENT.

Applicants should be of Cambridge School Certificate standard of education, with at least two years' experience of library work and particularly in the index systems used in large record libraries. Experience in technical or semi-technical fields would be an advantage as the successful candidate will be required to extract material from professional and similar journals as and when necessary on his own initiative. The post is at the Management Training and Advisory Centre, Parklands.

Mess Caterer, Kenya Police (No. 460/66)

Salary scale.—£600 to £820. PENSIONABLE or AGREEMENT.

Applicants should be of Cambridge School Certificate standard of education, with considerable experience of catering for large numbers, plus at least five years' accounting experience. The successful candidate will be required to supervise the running of "C" Mess at the Kenya Police College, Kiganjo, which caters for over 600 subordinate Police Officers and has a monthly expenditure of approximately Sh. 35,000. He will be responsible for Mess accounts and the supervision of Mess staff.

Caterer, Ministry of Defence (No. 461/66)

Salary scale.—£520 to £640. PENSIONABLE or AGREEMENT.

Applicants should be at least 30 years old with considerable experience of catering or hotel management. The successful candidate will be employed at the 3rd Kenya Rifles; Nanyuki, and will be responsible for the management of the mess including control of staff, catering and day to day organization of the mess.

GAZETTE NOTICE NO. 4769

EAST AFRICAN RAILWAYS AND HARBOURS

VACANCIES

APPLICATIONS are invited from suitably qualified persons for the following posts and should be submitted to the Secretary, Railways and Harbours Service Commission, P.O. Box 30121, Nairobi, not later than 31st January 1967. Applications must be submitted in triplicate, on Form EAR.0160. Copies of these forms may be obtained in Kenya from the Secretary; in Uganda from the Assistant General Manager (U), P.O. Box 952, Kampala; and in Tanzania from the Assistant General Manager (T), P.O. Box 468, Dar es Salaam; District Traffic Superintendent, P.O. Box 98, Tanga; District Engineer, P.O. Box 214, Dodoma; District Traffic Superintendent, P.O. Box 91, Tabora; Commander-in-Charge, P.O. Box 49, Kigoma; Road Transport Superintendent, P.O. Box 183, Iringa; District Traffic Superintendent, P.O. Box 875, Mwanza; Officer-in-Charge, Southern Region, E.A.R. & H., Private Bag, Mtwara. Serving employees of the East African Railways and Harbours may obtain copies of the forms from their Head of Department.

*Conveyancing Clerk Grade NB Executive IA,
Engineering Department, Nairobi*

Salary scale.—£1,122 by £60 to £1,182 per annum (Pensionable). Or £1,272 by £60 to £1,332 per annum (Contract—consolidated to include a house allowance of £150 per annum).

Applicants must have had training and experience in Conveyancing work in a Lawyer's office.

The successful candidate will be required to carry out duties directly connected with preparation of legal documents in the Estate and Rating Section, their execution, stamping and final disposal. Also the maintenance of other specialized forms and documents which, after drafting, would require the final approval of the Legal Secretary. He will also be responsible for the issuing of legal notices, the scrutiny of all forms of legal documents submitted by members of the public, the processing of consents for sub-leases, transfers and charges, the recording of legal rulings, precedents, etc., the recording of titles in respect of Railway Land and for the custody of legal documents.

The successful candidate, if an African or locally born Arab, will be eligible for appointment on pensionable terms of service. If of another race, he will be eligible for appointment on contract terms of service for a period of two years in the first instance and a gratuity at the rate of 12½ per cent of the total emoluments drawn will be paid on successful completion of the contract period.

(2/2/3/16)

*Executive Assistant (Technical) Grade NB IA/IB,
Mechanical Department, Nairobi*

Salary scale.—£1,002 by £60 to £1,062; £1,122 by £60 to £1,182 per annum (Pensionable). Or £1,152 by £60 to £1,212; £1,272 by £60 to £1,332 per annum (Contract—consolidated to include Housing Factor of £150 per annum).

The applicant must have served an apprenticeship either in the Chief Mechanical Engineer's Workshops, or with a United Kingdom or other Railway or with a manufacturing firm of repute. He must have had some drawing office experience and must be able to read and interpret drawings with facility. He must have had considerable experience in the Mechanical Department of the E.A.R. & H. and be well acquainted with the E.A.R. & H. fleet of Locomotives and vehicles and current practices in their maintenance and operation.

The duties of the post will consist of dealing with Technical correspondence concerning Locomotive Carriage and Wagon and other interests of the Mechanical Department of E.A.R. & H.

The candidate must, in addition to the necessary background of knowledge and experience, have a good command of English and have the ability to draft original, and comment upon existing correspondence in clear and concise terms relating to the technical and other factors involved; this latter attribute is an essential feature of the post.

The successful candidate, if an African or locally born Arab, will be eligible for appointment on pensionable terms of service. If of another race he will be eligible for appointment on Contract terms of service for a period of two years, in the first instance, and a gratuity at the rate of 12½ per cent of the total emoluments drawn will be paid on successful completion of the contract period.

(2/5/3/13)

*Masters Grade NB Executive II, Port Department,
Dar es Salaam*

Four vacancies exist in the Port Department of the East African Railways and Harbours for Masters holding a Certificate of Competency as Master of a Coasting Ship (preferably with experience of Master).

The appointment will be on temporary terms for a period of 12 months or more at a commencing salary of £786 per annum in the scale £786 by £54 to £948 per annum.

Applications stating age, qualifications and experience together with copies of testimonials should be forwarded to the Chief Ports Manager, P.O. Box 5186, Mombasa.

(2/8/3/7)

Engineers Grade NB.I, Port Department, Dar es Salaam

Four vacancies exist in the Port Department of the East African Railways and Harbours for Engineers holding a Certificate of Competency as Engineer 1st Class (Motor) of a Coasting Ship (preferably with experience as Chief Engineer).

The appointment will be on temporary terms for a period of 12 months or more at a commencing salary of £627 per annum in the scale £627 by £36 to £735 per annum.

Applications stating age, qualifications and experience together with copies of testimonials should be forwarded to the Chief Ports Manager, P.O. Box 5186, Mombasa.

(2/8/3/6)

Applications from candidates who do not possess all the qualifications specified will not be considered. General inquiries regarding employment with East African Railways and Harbours should not be addressed to the Secretary, Railways and Harbours Service Commission.

GAZETTE NOTICE NO. 4770

THE INDUSTRIAL COURT

CAUSE NO. 75 OF 1966

Parties:—

Transport and Allied Workers' Union
and

Express Transport Company (Mombasa) Limited

Issues in dispute:—

- (a) Effective Date.
- (b) Consolidation.
- (c) Wages and General Increase.
- (d) Housing Allowance.
- (e) Leave Travel Allowance.
- (f) Sick Leave.
- (g) Uniforms.

1. The Transport and Allied Workers' Union shall hereinafter be referred to as the Claimants and Express Transport Company (Mombasa) Limited shall hereinafter be referred to as the Respondents.

2. The Parties were heard in Nairobi on the 23rd day of November 1966, and relied on their written and verbal submissions.

GENERAL BACKGROUND

3. An agreement covering wages and terms and conditions of service of the Respondents' employees was entered into between the Parties on the 1st of March 1964, and was for a period of 12 months. It appears that in spite of the wage standstill granted to the employers under the Tripartite Agreement, the Respondents gave their employees 7½ per cent increase on the wages as from 1st May 1965.

It may be said that negotiations which have led to the present dispute began towards the end of 1965 when the then Branch Secretary of the Claimants made an informal proposal to the Respondents that negotiations should commence on the "1966 agreement". The Parties agreed to commence negotiations early in 1966. In March this year the Respondents put forward a draft agreement for discussion and after making certain amendments, a revised draft was issued on 22nd April 1966. The Claimants replied with proposed amendments on the 25th of April 1966, and the first meeting to negotiate the agreement actually took place on the 27th of April 1966. At this stage the Respondents' draft agreement did not cover wages as at that time the Wages Council for the Road Transport Industry was scheduled to meet and the Respondents thought it worthwhile to wait for its outcome before making any proposals on wage increases.

It appears that the deliberations became protracted as the Claimants concentrated more on a new Recognition Agreement to the detriment of the negotiations on terms and conditions of service. Serious bargaining recommenced during the month of August and on the 29th of August 1966, as a result of agreement reached at that stage, the Respondents put forward a new draft. On the 17th of September, it was clear that deadlock had been reached on the issues now in dispute before the Court and the Parties signed the notification of dispute form on 17th October 1966.

The Parties had reached the following position during the pre-Industrial Court negotiations on the issues in dispute:—

Subject	Background	Company Offer	Union Demand
Effective Date	1965 Agreement's date 1-5-65. Prior to Tripartite Agreement the annual date was 1st March.	1-5-66	1-1-66
Wages (Basic component of consolidation) Labourers and Messengers.	Agreed wage in 1965 Agreement Sh. per Month II 151/50 I 177/38	Sh. per Month 180	Sh. per Month 240
Carp./Packers and Messengers with clerical duty.	II 151/50 I 188/12	210	280
Lorry and Tractor Drivers	268/75	290	360
Drivers of Articulated Units	301	330	420
General Office Clerks	226/75	310	360
Specialist Clerks	262/30	360	700
General Increase	The Company had already increased some wages above the 1965 Agreement levels.	NIL	Any man not benefitting under the "wages" section above to receive Sh. 75 per month increase.
Housing Allowance (basic component of consolidated wage).	The 1965 Agreement brought general level to Sh. 37/62 per month with some of the drivers on Sh. 43 per month.	40	100
Leave travel Allowance.	Previously equal to the cost of a railway or bus ticket to terminal not exceeding 300 miles to a maximum of 2½ return fares.	Sh. 4 per month consolidated for Labourers and Messengers Sh. 5 consolidated for all others.	Sh. 200 for Labourers and Sh. 600 for all others per leave granted.
Sick Leave	Previously as per the Union demand.	30 days paid and 30 days half pay for all.	30 days paid and 30 days half pay for all except men with 5 or more years service get 30 + 60 (½ pay).
Uniforms	Previously as per the Company offer.	Two suits per year to all messengers and drivers.	One suit per year to all messengers and drivers and to each man in the Co. who might be called on, in his duties, to load a lorry.

MAIN SUBMISSIONS ON BEHALF OF THE CLAIMANTS

4. (a) *Effective Date.*—The Claimants submitted that, the Respondents were trying to confuse this issue and had offered two different dates these being 1st April 1966, and then 1st May 1966, in reply to the Claimants' proposal of 1st January 1966. The Claimants stated that although originally they had asked for the effective date to be 1st January 1966, they now wanted it to be 1st April 1966. The Claimants pointed out that delay in negotiations had taken place due to the Respondents' Managing Director being sick. Moreover the Respondents had offered to pay their employees arrears of wages based on their offer, subject to adjustments being made as a result of the Court award, with effect from 1st April 1966.

(b) *Consolidation.*—The Claimants stated that they were against the principle of consolidation of wages, house allowance and leave travelling allowance as workers would not then be in a position to save anything. Moreover an employee would not know what amount he was getting for house allowance. If these items were left separate, then the Claimants could fight for their betterment.

(c) *Wages and General Increase.*—The Claimants stated that, they could not accept the Respondents' proposals as they were completely unfair and unreasonable because under these proposals some employees would benefit to an extent of Sh. 2/50 only. Furthermore the new minimums proposed were very low as compared to other industries in Mombasa and elsewhere.

The Claimants submitted that, although their members did the same work as the members of the Dockworkers' Union, the proposed rates for the various grades were nowhere near the ones to be found in the Dock Industry.

The Claimants stated that, firms like Peck and Barber; Bhaijee Transport, Mombasa; Murgian Transport and Railway Transport Agencies, Nairobi and Mombasa, were paying better wages although the Respondents were a much bigger and old-established firm.

The Claimants also requested the Court to award a general increase so that those employees who would not benefit by an increase in the minimum rates would get some increase because they had reached their present salaries due to long service and hard work. The Claimants submitted that the cost of living had gone up and pointed out that, unless the rates in the Respondents' firm were drastically brought up the employees in their service will continue to suffer as their wages will remain much lower than in the firms mentioned hereinabove.

(d) *House Allowance.*—The Claimants asked the Court not to forget that the workers now expected to live in good houses consisting of two or three rooms, therefore, the present house allowance which varied from Sh. 35 to Sh. 43, was not adequate for them to secure decent accommodation. The Claimants stated that, the Respondents were trying to achieve a uniform house allowance as a result of which some of their members would suffer a reduction in rent. The Claimants stated that no Union would ever accept such an arrangement. The Claimants asked the Court to award a house allowance ranging between Sh. 120 per month to Sh. 150 per month.

(e) *Leave Travel Allowance.*—The Claimants demanded a leave travel allowance of Sh. 200 for labourers and Sh. 600 for all others, and submitted that the present entitlement did not enable their members to meet with their travelling costs as some of them came as far away as Kampala and other destinations more than 300 miles from Mombasa. The Claimants pointed out that, under the present arrangement, if a person travelled by bus he spent for himself, his wife and a child Sh. 110 and if he travelled by train the expenses would be Sh. 80. The 2nd Class travel by train would cost Sh. 195. In these circumstances the Claimants pointed out that the Respondents were once again trying to reduce the benefit which they were paying to their employees. The Claimants, therefore, requested the Court to award them the leave travelling allowance as demanded by them.

(f) *Sick Leave.*—The Claimants pointed out that the Respondents were trying to seek a reduction in this benefit as well, in that, they wanted to reduce the 60 days' sick leave on half pay entitlement of those employees with five or more years of service to 30 days. The Claimants strongly resisted this and requested the Court to reject it.

(g) *Uniforms.*—The Claimants stated that, those employees who were engaged on loading and unloading work were not provided with any uniforms and had been discriminated against because all the other employees were issued with uniforms. The Claimants stated that, these workers were in greater need of uniforms than any others as due to the nature of their work their own clothes got soiled and dirty. Moreover the wear and tear of their clothes was very high and they could not afford to buy clothes frequently due to their low wages. The Claimants asked the Court to award uniforms to these employees as well.

MAIN SUBMISSIONS ON BEHALF OF THE RESPONDENTS

5. The Respondents very strongly submitted that, the Claimants had completely failed to establish or substantiate any of their demands. They pointed out that, the Claimants had not given any facts or figures to the Court neither had they produced agreements which they had entered into with other firms mentioned in their submissions. In fact, the Respondents had produced in Court the agreements which the Claimants had with Peck and Barber and Bhaijee Transport, both of which clearly proved that the Respondents' wages and terms and conditions were better than the employees of these two firms. In these circumstances the Respondents stated that, they were entitled to the Court's endorsement of their proposals which were reasonable and fair.

The Respondents stated that, the Claimants had not proved any of the recognized seven criteria that are usually cited in support of an increase in wages. They pointed out that their wages were already in the 200 mark and were not on poverty lines and as the cost of living had increased by 6.6 per cent their offers were more than generous. The Respondents requested the Court to take into account that the firms which competed with the Respondents were paying much lower rates than them.

(a) *Effective Date.*—The Respondents submitted that, as a result of the wage standstill granted under the Tripartite Agreement they were safeguarded up to and including the 30th of April 1966, and they, therefore, could not accept the Claimants' demand for the effective date to be 1st January 1966. The Respondents stated that, they accepted that the employees should never be penalized for deliberate delay on the part of

an employer, but equally clearly the principal responsibility rested with the Union to commence negotiations at the most auspicious moment and bring them to a satisfactory conclusion at the earliest possible date. In this case the Claimants had failed to carry out such a policy and the Respondents were of the view that the circumstances did not warrant a penal back-dating.

(b) *Consolidation.*—The Respondents stated that, in their draft proposals of the 22nd April it was mooted that the wage should be consolidated to the extent that it would thereafter take into account the housing allowance and the leave travel allowance and the Claimants had accepted consolidating wages and housing, but had refused to accept the inclusion of leave travelling allowance. The Respondents submitted that consolidation would benefit the employee particularly these days when with the introduction of National Social Security Fund, the providence involved operated at a more substantial level. Equally it reacted to the benefit of the employee in so far as overtime was concerned.

(c) *Wages and General Increase.*—

(i) *Labourers and Messengers.*—The Respondents stated that, the established position in the agreement was that labourers and messengers were divided for wage purposes into two categories—those with less than seven years' service and those with seven and more years' service. The former category received Sh. 151/50 per month and the latter group Sh. 177/38 per month. This did not, in practice, apply as employees were scattered throughout the range within these figures, a situation brought about by various discretionary wage increases in the past. With an eye to uniformity the Respondents had introduced a proposal that labourers should receive a flat rate of Sh. 180 per month.

(ii) *Carpenters/Packers and Messengers with Clerical Duties.*—Here again the Respondents stated that there existed two grades, the unskilled level at Sh. 151/50 and semi-skilled at Sh. 188/12. Messengers were all-up till then—included in the labouring grade. Towards the end of 1965, the Respondents granted an allowance of Sh. 30 per month to carpenters/packers so that for all effective purposes the range from the 1st November 1965, became Sh. 181/50 and Sh. 218/50 except for one man who earned Sh. 279/50. The Respondents had offered to establish the wage for this category at Sh. 210. The Respondents pointed out that, messengers with simple clerical duties had been introduced into this particular grade during negotiations.

(iii) *Lorry and Tractor Drivers.*—The Respondents stated that the current figure was Sh. 268/75 and they had offered Sh. 290 per month and submitted that this was reasonable and fair.

(iv) *Drivers—Articulated Units.*—The Respondents stated that the current agreed wage for the drivers was Sh. 301 but the only two drivers involved already earned Sh. 339/70. The Respondents had offered a wage of Sh. 360 for them.

(v) *General Office Clerks.*—The Respondents stated that, they had from the very beginning adopted the view that a general office clerk was a learner and only commenced to progress through the organization when he had absorbed the particular aspect of the Company's work and then became a specialist clerk on one of the higher grades. General Office Clerks were always on the move and this fluidity was not appreciated by the Claimants. Keeping all these facts in view the Respondents had offered a wage of Sh. 310 per month for the general office clerks and submitted that, it was very reasonable.

(vi) *Specialist Clerks.*—The Respondents stated that this category was for general office clerks who had completed their basic appreciation period. The Respondents had proposed a wage of Sh. 360 per month exclusive of house allowance for this grade.

(vii) *General Increase.*—The Respondents submitted that, this demand was in direct conflict with the attitude in negotiations which had been to establish a substantial improved wage for every single grade of employees and in so doing the Respondents had ensured that, the figure was above the wage which might at present be earned by an employee in any of the grades. They requested the Court to reject this demand.

(d) *Housing Allowance.*—The Respondents stated that the previous agreement made provision for a house allowance of Sh. 35 being statutory minimum level for Mombasa. This was in 1965 increased to Sh. 37/62 as a result of an error on the part of the Respondents. The Respondents also drew the Court's attention to the fact that certain of their drivers received an increased housing allowance of Sh. 43 per month. In order to make regular this position the Respondents had proposed that all employees should benefit by a house allowance of Sh. 40 consolidated into their basic wage.

(e) *Leave Travel Allowance.*—The Respondents stated that, the Claimants were interested to secure a large wage subsidy under this issue. The Respondents, on the other hand, had sought to introduce a rationale into the already established practice of providing employees with leave travel facilities. The current practice which the Claimants sought to dispose of, granted a single employee a return ticket and the married man two tickets plus not more than one-half return ticket in respect of children residing at the employee's place of employment. The tickets issued were further governed by salary levels and

employees earning up to Sh. 400 received 3rd Class tickets and employees earning between Sh. 400 and Sh. 500 received a 2nd Class ticket. The limiting factor was that, the employees were provided with tickets up to a distance of 300 miles from Mombasa and were not permitted facilities into the neighbouring territories. The Respondents had proposed that the grades of labourers and carpenters/packers should have the sum of Sh. 4 per month and grades above that level Sh. 5 per month.

(f) *Sick Leave.*—The Respondents submitted that, they wished to fall in line with contemporary practice and requested the Court to award 30 days' sick leave on full pay and a further 30 days' unpaid for all employees. The Respondents requested the Court to abolish the provision of 60 days' sick leave on half pay for employees with five years' service and over as no cases of hardship had arisen in the past.

(g) *Uniforms.*—The Respondents submitted that, the present practice whereby messengers and drivers received two free issues of uniform per year was an equitable one and no complaints had been received. The Claimants' demand was, in fact, a provision of subsidized clothing and to this the Respondents could not agree.

AWARD

6. The Court is constrained to remark at the half-hearted manner in which the Claimants put forward their case during the hearing as they failed to produce any facts or figures or the appropriate documents in support of their submissions. The documents produced by the Claimants did not help their case.

In these circumstances the Court having carefully considered the submissions made by both sides, makes the following award:—

(a) *Effective Date.*—The Court awards that the effective date of this award shall be 1st May 1966, and that it will remain in force for a period of 12 months from that date. The Court wishes to point out that, the Parties had agreed to a 12-month duration and the Respondents had offered the effective date as 1st May 1966. In the absence of this the Court would have been inclined on account of the back-dating involved to fix the duration at 18 months.

(b) *Consolidation.*—The Court is not inclined at this stage to award any consolidation.

(c) *Wages and General Increase.*—The Court awards the following new rates for the various jobs:—

Labourers and Messengers	Sh. 180 per month.
Carpenters/Packers and Messengers with Clerical Duty	Sh. 210 per month.
Lorry and Tractor Drivers	Sh. 290 per month.
Drivers of Articulated Units	Sh. 330 per month.
General Office Clerk	Sh. 310 per month.
Specialist Clerk	Sh. 360 per month.

General Increase.—Nil award.

(d) *Housing Allowance.*—The Court awards a house allowance of Sh. 40 to all employees provided that those employees earning a house allowance above this figure shall retain it as personal to them.

(e) *Leave Travel Allowance.*—The Court rules that the present provision under this heading should continue as before.

(f) *Sick Leave.*—The Court rules that the present provision under this heading should continue as before.

(g) *Uniforms.*—Nil award.

Given in Nairobi this 16th day of December 1966.

SAEED R. COCKAR,
President.

P. E. D. WILSON,
J. W. OUKO,
Members.

GAZETTE NOTICE No. 4771

THE INDUSTRIAL COURT

CAUSE No. 76 OF 1966

Parties:—

Kenya Chemical Workers' Union

and

Wellcome Research Laboratory (East Africa)

Issues in dispute:—

- (1) Wages.
- (2) Its Effective Date.

1. The Kenya Chemical Workers' Union shall hereinafter be referred to as the Claimants and Wellcome Research Laboratory (East Africa) shall hereinafter be referred to as the Respondents.

2. The Parties were heard in Nairobi on the 28th day of November 1966, and relied on their written and verbal submissions.

GENERAL BACKGROUND

3. The Claimants were granted the right to negotiate with the Respondents as a result of a report of an investigator appointed by the Ministry of Labour on 25th June 1965. Prior to this the F.K.E./K.F.L. Demarcation Committee had failed to decide the issue of whether or not the Claimants were the proper Union to negotiate with the Respondents. Following the Ministry of Labour's recommendation negotiations between the Parties commenced on 10th October 1965, and agreement covering wages and terms and conditions of service of the Respondents' employees was signed on 29th December 1965, with effect from 1st January 1965. In this agreement in clause 2 under the heading of "wages" it was provided as follows:—

"All employees of the Company shall be graded as classified and with the minimum rates of pay consolidated as in Appendix 'A' attached to this Agreement. Any employee who is permanently engaged will be paid the appropriate rate for the grade in which he is employed. Increments are not to be regarded as a right but will be awarded on merit at the discretion of the Company."

APPENDIX "A"

COMMENCING SALARIES OF GRADED STAFF

	£ per Annum
Laboratory Staff	
Laboratory Trainee	120
Laboratory Assistant—	
Grade III	168
Grade II	258
Junior Technicians	366
Laboratory Technicians	540
Outside Staff	
General Labourers	90
Tractor Driver	150
Driver	250
Senior Artisan	250
Junior Artisan	180
Headman	200
Watchman	120

Clause 17 of this agreement contained the following provisions:—

"This Agreement shall be effective from 1st January 1965, and shall remain in force for a period of 12 months and thereafter until it is amended by mutual agreement between the Company and the Union provided that the party desiring to amend the Agreement shall give one month's prior notice of their intention and shall set out in detail the amendments or alterations desired."

In accordance with clause 17 mentioned hereinabove the Claimants submitted a notice of proposed amendments to the Respondents on 11th February 1966, and demanded the effective date of the new agreement to be 1st March 1966.

It appears that on 1st January 1966, the Respondents, in accordance with the provision contained in clause 2 aforesaid granted a merit increment to all their employees which resulted in an overall average wage increase of 15 per cent. This was apparently done without any consultation with the Claimants.

The first Negotiating Committee meeting took place on 10th June 1966, to discuss the Claimants' proposed amendments. Further meetings took place on 26th August and 23rd September 1966, as a result of which all items with the exception of wages, termination of employment, gratuity scheme and effective date were resolved. The dispute was then referred to the Ministry of Labour and a conciliator was appointed. During conciliation another two items were resolved leaving the two issues in dispute which the Parties decided to refer to the Industrial Court by signing the notification of dispute form.

MAIN SUBMISSIONS ON BEHALF OF THE CLAIMANTS

4. (1) *Wages*.—The Claimants submitted that they had made the following proposals originally to cover the various grades of employees, but had subsequently during conciliation reduced them slightly:—

LABORATORY STAFF		As revised at conciliation level	
Original proposals		£	£
		per Annum	
1. Laboratory Technicians	810	down to	750
2. Junior Technicians	500	" "	420
3. Laboratory Assistant Grade II	370	" "	300
4. Laboratory Assistant Grade III	260	" "	220
5. Laboratory Trainee	170	" "	150
OUTSIDE STAFF			
Driver	360	down to	330
Senior Artisan	365	" "	350
Headman	300	" "	280
Junior Artisan	258	" "	245
Tractor Driver	250	" "	235
Watchman	200	" "	180
General Labourer	150	" "	130

The Claimants stated that the Respondents had come out with an offer of 2½ per cent increase effective from January 1966, or 5 per cent increase to all employees effective from 1st August 1966. The Claimants could not agree to these proposals and revised their demands further as follows:—

- 25 per cent wage increase effective from 1st January 1966, to run for 12 months; or
- 8 per cent wage increase effective from 1st May 1966, and further 15 per cent increase effective from 1st January 1967, to run for 12 months from that date.

The Claimants drew the Court's attention to certain extracts which the Claimants had quoted in their memorandum and which had been taken from an official publication of the Respondents. They submitted that, the Respondents although engaged in philanthropic and charitable activities were certainly in a position of increasing their employees' wages without harming their activities in any way, to the level demanded by the Claimants. The Claimants stated that the Respondents in addition to hundreds and thousands of pounds which they granted to various countries in the world had made a grant of £100,000 to the Government of Kenya for the cost of building a Foot-and-Mouth Disease Research Institute near Nairobi.

The Claimants stated that, the increments granted on 1st January 1966, had been granted by the Respondents by way of merit increase and that the Claimants had no say whatsoever on this matter. The Claimants further stated that, the rates for the various grades agreed to in 1965 did not represent fair rates for the various grades and that the Claimants had accepted these in a spirit of compromise. They pointed out that, they were committed to negotiating for a wage increase every year because it was their duty to see that the standard of living of their members rose to a reasonable level.

The Claimants submitted that, a wage increase was completely unavoidable for the following reasons:—

- The workers had been expecting a higher standard of living as they had been exploited during colonial times through getting starvation wages.
- With the achievement of political independence, the workers desired to enjoy better terms of service and conditions of life. The African workers had been denied reasonable wages because of the discriminatory practices during colonial times.
- The cost of living had gone up considerably in the country during the last few years and the price of commodities had nearly doubled since 1964. It was, therefore, illogical for employers to expect their workers to meet their basic human requirements on wages which had not been revised accordingly.
- The Claimants were committed to encourage their members to work hard and to improve the productivity of the industry in which they were working; but increased production should go hand in hand with increased wages and the workers should have the means of satisfying their reasonable wants.

The Claimants gave details of various items which they considered were essential for a worker and which cost a sum of Sh. 354/95 for a single person and Sh. 744/90 for two people. The Claimants argued that, the wages which should be paid to workers should be high enough for a worker to be able to get sufficient food, decent clothing, reasonable housing facilities and to make provision for security during old age or when the worker lost his job. The Claimants stated that, school fees and taxes had gone up tremendously whereas the wages had remained at the old level.

The Claimants strongly resisted the Respondents' attempt to draw comparison of their wages for non-laboratory workers to the agricultural workers and stated that, in accordance with the accepted principles of industrial relations the comparison which should be made should be with other industries with which the Claimants had negotiated and secured agreements covering wages, etc. The Claimants also submitted that, workers in Kenya had not yet attained a reasonable wage level.

(2) *Its Effective Date*.—The Claimants submitted that the existing agreement became effective from 1st January 1965, and was to run for 12 months and they had in accordance with clause 17, given notice on 11th February 1966, of the proposed amendments, therefore, they felt very strongly that the effective date of the Court's award should be 1st March 1966. They also submitted that the Respondents had been responsible for the delay, at least twice, during negotiations when they had asked for adjournments to consult their Headquarters in the United Kingdom. The Claimants also asked the Court to take into consideration the fact that, if effective date as stipulated in the agreements was not awarded, then the employers in future would use delaying tactics and the workers would be deprived of their rights.

MAIN SUBMISSIONS ON BEHALF OF THE RESPONDENTS

5. (1) *Wages*.—The Respondents submitted that, although they had been ordered to negotiate with the Claimants they could not help being critical of this decision as in each and every other case in Kenya, the research organization attached to a particular industry was represented by the Union recognized

for the industry as a whole. They cited the case of the Sisal Research Station and the Tea Research Institute at Kericho which were covered in the same fashion. The Respondents submitted that, this was probably the basic reason which had led to the inability of the Claimants to recognize the situation in which the Respondents were placed.

The Respondents stated that, they were engaged in research in co-operation with the Veterinary Department and the East African Veterinary Research Organization. All their finances came directly from the Wellcome Foundation in London which met all expenses of salaries, maintenance, running expenses, etc. The Laboratory was non-productive financially speaking and there was no return to the Wellcome Foundation which could establish the basic profit motive. The Respondents employed less than 50 persons who were grouped into two sections. Firstly the laboratory staff who were involved with research and secondly, the outside staff (the larger proportion) who cared for and maintained the control stock which was vital to the carrying out of research into cattle diseases. The Respondents argued that the Claimants' demands if allowed would raise the cost of research in East Africa to such an extent that, it would possibly discourage the continuation of the research. This would not be in the interest of the Government of the Republic and of new farmers who were vitally concerned with the diseases which afflicted their cattle.

The Respondents submitted that, in the absence of a profit motive the only criterion which could be used was to ensure that wages and terms and conditions of service were fair.

The Respondents stated that in the agreement which commenced on 1st January 1965, it was clearly mentioned that those salaries were the "commencing" salaries and this underlined the fact that the Respondents' employees were subject to incremental progression which was considered most beneficial for employees at the laboratory. This incremental scale had proved most efficacious in forwarding the Respondents' policy of encouraging local employees to carry out the specialized work. The Respondents had always taken potential laboratory staff from the outside staff and irrespective of academic qualifications had subsidized and given them the opportunity to progress to the research establishment. The Respondents requested the Court to consider the following three principal points:—

- (i) The Laboratory was non-profit making;
- (ii) the current agreement made provision for incremental progression; and
- (iii) the whole policy of the Laboratory was the encouragement of the local staff to take over research work. This policy could only be fostered by the current discretionary incremental policy.

The Respondents requested the Court not to lose sight of the fact that in pursuit of the incremental policy the wages had been reviewed on 1st January 1966, and an average increase of 15 per cent had been granted to all employees. In addition to the cash wages, housing was available to all employees if they wished to use it. The Respondents stated that at least 50 per cent of all their employees owned agricultural holdings in the district and preferred to live on them.

With this background the Respondents requested the Court to uphold their offer of a 15 per cent wage increase to all employees with effect from 1st January 1967. The Respondents submitted that in view of their wages policy, they could not back-date any increase to 1st January 1966.

(2) *Its Effective Date.*—In view of the aforesaid circumstances the Respondents strongly submitted that any back-dating of the Court award should be avoided as it would be unprofitable both from the financial point of view and with regard to the duration of the agreement. The Respondents stated that their policy to employees was more than equitable and could not be improved by demands of the Claimants, in fact, the reverse was the case. The Respondents argued that an annual policy of wage improvement related to some imponderable Union percentage could not benefit the employee to the same extent as the dual benefits conferred by the Respondents' present policy of encouraging suitable employees to take over place in the research facilities of this country with the appropriate remuneration.

AWARD

6. The Court has carefully considered the various submissions made by the Parties and awards a 15 per cent increase to all employees on their wages/salaries as at 1st November 1966. All the existing commencing (on engagement) rates for the various grades are also increased by 15 per cent.

This award shall be with effect from 1st November 1966, and shall remain in force until 31st December 1967.

Given in Nairobi this 19th day of December 1966.

SAEED R. COCKAR,
President.

P. E. D. WILSON,
J. W. OUKE,
Members.

GAZETTE NOTICE No. 4772

THE METHODS OF CHARGE (EAPL) BYELAWS 1962

FUEL OIL PRICES

PURSUANT to byelaw No. 6 of the Methods of Charge (EAPL) Byelaws 1962, notice is hereby given of the variations to the price of fuel oil delivered to this Company on or before the 1st day of December 1966.

Delivered to the Fuel Storage Tanks at:—

Nairobi South Power Station	Sh. 0.01 decrease
Mereroni Power Station	No change
Kisumu Power Station	No change
Eldoret Power Station	No change
Kitale Power Station	Sh. 0.02 increase
Nanyuki Power Station	Sh. 0.09 increase
Kipevu Power Station, Mombasa (furnace oil)	Sh. 0.23 increase
Meru Power Station	Sh. 1.03 decrease

W. D. M. BROWN,
Assistant General Manager
(Administration).

GAZETTE NOTICE No. 4773

THE KARATINA URBAN COUNCIL THE VALUATION FOR RATING ACT

(Cap. 266)

SUPPLEMENTARY VALUATION ROLL 1966

NOTICE is hereby given that the Supplementary Valuation Roll for the year 1966 in respect of Nyeri, Kiganjo, Mweiga and Naro Moru Townships has been laid before a meeting of the Nyeri County Council and is now available at County Council Offices, Ruringu, for public inspection during normal office hours.

Under section 11 of the Valuation for Rating Act, any person who is aggrieved—

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

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

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

G. KIHARA,
Clerk to the Council,
P.O. Box 162, Nyeri.

GAZETTE NOTICE No. 4774

(LND. 3/1/2/25)

THE TRUST LAND ACT

(Cap. 288)

SETTING APART OF LAND

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

SCHEDULE

Place.—Ekerubo-Riochanda, West Mugirango Location, Kisii District.

Purpose.—Market Extension "A".

Area.—1 acre (approximately).

Description of land:—

This land is situated approximately three miles to the north-west of Nyamaiya Chief's Camp. The boundaries are demarcated on the ground and are described as follows:—

Starting from a point A, which is a stone cairn from which Enkora Hill and Wangapala Hill are 2½ miles and 4 miles distant, on bearings of 149° and 20° respectively;

thence for 353 feet on a bearing of 268° to point O;

thence for 129 feet on a bearing of 36° to point P;

thence for 258 feet on a bearing of 72° to point Q;

thence for 185 feet on a bearing of 168° back to the starting point "A".

All bearings given above are magnetic.

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

Dated this 19th day of December 1966.

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

GAZETTE NOTICE No. 4775

(LND. 3/1/2/25)

THE TRUST LAND ACT

(Cap. 288)

SETTING APART OF LAND

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

SCHEDULE

Place.—Ekerubo-Riochanda, West Mugirango Location, Kisii District.

Purpose.—Market Extension "B".

Area.—2 acres (approximately).

Description of land:—

This land is situated approximately three miles to the north-west of Nyamaiya Chief's Camp. The boundaries are demarcated on the ground and are described as follows:—

Starting from a point A, which is a stone cairn from which Enkora Hill and Wangapala Hill are three miles and four miles distant, on bearings of 149° and 20° respectively;

thence for 372 feet on a bearing of 19° to point B;

thence for 239 feet on a bearing of 155½° to point C;

thence for 77 feet on a bearing of 163° to point D;

thence for 47 feet on a bearing of 240° to point E;

thence for 189 feet on a bearing of 161° to point F;

thence for 74 feet on a bearing of 177° to point G;

thence for 385 feet on a bearing of 149° back to the starting point "A".

All bearings given above are magnetic.

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

Dated this 19th day of December 1966.

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

GAZETTE NOTICE No. 4776

(LND. 3/1/2/25)

THE TRUST LAND ACT

(Cap. 288)

SETTING APART OF LAND

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

SCHEDULE

Place.—Ekerubo-Riochanda, West Mugirango Location, Kisii District.

Purpose.—Market Extension "C".

Area.—1 acre (approximately).

Description of land:—

This land is situated approximately three miles to the north-west of Nyamaiya Chief's Camp. The boundaries are demarcated on the ground and are described as follows:—

Starting from a point L, which is a stone cairn from which Bogesumi Hill and Matierio Mill are 2 miles and 1½ miles distant, on bearings of 85° and 120° respectively;

thence for 61 feet on a bearing of 112° to point M;

thence for 197 feet on a bearing of 147° to point S;

thence for 100 feet on a bearing of 185° to point T;

thence for 200 feet on a bearing of 270° to point I;

thence for 57 feet on a bearing of 356° to point J;

thence for 55 feet on a bearing of 72° to point K;

thence for 214 feet on a bearing of 360° back to the starting point "L".

All bearings given above are magnetic.

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

Dated this 19th day of December 1966.

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

GAZETTE NOTICE No. 4777

(LND. 3/1/2/19)

THE TRUST LAND ACT

(Cap. 288)

SETTING APART OF LAND

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

SCHEDULE

Place.—Ithemboni, Mbooni Location, Eastern Division, Machakos District.

Purpose.—Religious purpose and educational purpose with the approval of the Chief Education Officer.

Area.—26 acres (approximately).

Description of land:—

This land is situated approximately one mile to the north of Kikima Market. The boundaries are demarcated on the ground and are described as follows:—

Starting from a point B1, which is a concrete beacon from which the Catholic Church Spire and the Water Tank are 2,000 feet and 913 feet distant, on bearings of 288° and 314° respectively;

thence for 80 feet on a bearing of 256° to point B2;

thence for 62 feet on a bearing of 263° to point B3;

thence for 86 feet on a bearing of 265° to point B4;

thence for 132 feet on a bearing of 355° to point B5;

thence for 60 feet on a bearing of 346° to point B6;

thence for 92 feet on a bearing of 339° to point B7;

thence for 234 feet on a bearing of 339° to point B8;

thence for 214 feet on a bearing of 296° to point B9;

thence for 45 feet on a bearing of 254° to point B10;

thence for 32 feet on a bearing of 251° to point B11;

thence for 94 feet on a bearing of 268° to point B13;

thence for 105 feet on a bearing of 307° to point B14;

thence for 178 feet on a bearing of 316° to point B15;

thence for 120 feet on a bearing of 322° to point B16;

thence for 130 feet on a bearing of 313° to point B17;

thence for 52 feet on a bearing of 311° to point B18;

thence for 115 feet on a bearing of 316° to point B19;

thence for 36 feet on a bearing of 327° to point B20;

thence for 475 feet on a bearing of 244° to point B47;

thence for 89 feet on a bearing of 276° to point B46;

thence for 304 feet on a bearing of 307° to point B45;

thence for 249 feet on a bearing of 272° to point B44;

thence for 289 feet on a bearing of 21° to point B43;

thence for 560 feet on a bearing of 54° to point B42;

thence for 228 feet on a bearing of 108° to point B41;

thence for 319 feet 5 inches on a bearing of 141° to point B40;

thence for 212 feet 5 inches on a bearing of 155° to point B21;

thence for 145 feet on a bearing of 123° to point B22;

thence for 288 feet on a bearing of 100° to point B23;

thence for 81 feet on a bearing of 96° to point B24;

thence for 68 feet on a bearing of 96° to point B25;

thence for 83 feet on a bearing of 70° to point B26;

thence for 130 feet on a bearing of 51° to point B27;

thence for 85 feet on a bearing of 42° to point B28;

thence for 76 feet on a bearing of 42° to point B29;

thence for 47 feet on a bearing of 122° to point B30;

thence for 302 feet on a bearing of 183° to point B31;

thence for 46 feet on a bearing of 159° to point B32;

thence for 66 feet on a bearing of 147° to point B33;

thence for 52 feet on a bearing of 163° to point B34;

thence for 105 feet on a bearing of 177° to point B35;

thence for 75 feet on a bearing of 157° to point B36;

thence for 240 feet on a bearing of 142° to point B37;

thence for 165 feet on a bearing of 150° to point B38;

thence for 222 feet on a bearing of 163° to point B39;

thence for 104 feet on a bearing of 249° back to the starting point B1.

All bearings given above are magnetic.

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

Dated this 20th day of December 1966.

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

GAZETTE NOTICE NO. 4687

THE GOVERNMENT LANDS ACT

(Cap. 280)

PLOT FOR RESIDENTIAL PURPOSES

THE Commissioner of Lands on behalf of the President gives notice that the plot in Kisumu Municipality as described in the Schedule hereto is available for alienation and applications are invited for the direct grant of the plot.

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

3. Applications should be submitted to the Commissioner of Lands, Nairobi, through the Town Clerk, Kisumu.

4. Applications must be sent so as to reach the Town Clerk not later than noon on the 10th day of January 1967.

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

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

- (a) If the applicant is offered and takes up and pays for a plot within a period of 14 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 1st 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, drawings, elevations and specifications as amended (if such be the case) by the Commissioner:

Provided that if default shall be made in the performance or observance of any of the requirements of this condition it shall be lawful for the Commissioner of Lands or any person authorized by him on behalf of the President 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 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 is/are unable to complete the buildings within the period aforesaid the Commissioner of Lands shall (at the grantee's expense) accept a surrender of the land comprised herein:

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

5. The land and buildings shall only be used for residential purposes and not more than one dwelling-house with the necessary offices and outbuildings appurtenant thereto shall be erected on the land. A guest-house will not be permitted.

6. The buildings shall not cover more than 50 per centum of the area of the land.

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

8. The grantee shall not subdivide the land.

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

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

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

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

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

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

SCHEDULE

Situation.—Kisumu Municipality.

Plot.—Unsurveyed.

Area.—1.07 acres approximately.

Annual rent.—Sh. 532.

Road charges.—Payable on demand.

Survey fees.—Payable on demand.

GAZETTE NOTICE No. 4778

EAST AFRICAN COMMON SERVICES ORGANIZATION
EAST AFRICAN CUSTOMS AND EXCISE DEPARTMENT

NOTICE is hereby given that the undermentioned goods will be sold by Public Auction at the Customs Warehouse on the 6th February 1967, at 9 a.m. if not cleared before that date.

Custom House,
Mombasa.

J. M. LUKEERA,
Regional Commissioner of Customs and Excise,
Kenya (South).

SEIZED GOODS LYING IN THE CUSTOMS WAREHOUSE FOR OVER TWO MONTHS

One case containing 8 Caterpillar pistons; 2 cartons containing Encyclopaedias, Vol. 1-24; 2 cartons containing steelwool; 1 case containing 1 TRINDL Arc Welder; 3 cases containing sprayers and 4 cartons school books; 48 wire brushes; 2 dozens ball-point pens; 4 bales cotton piece goods; 18 dozens bottles liquid shampoo; 1 bale containing 5 tarpaulins; 4 bundles containing 1,200 brooms; 10 bundles containing 3,000 brooms; 1 case containing 1,200 ladies' nylon panties; 124 ball-pens and 160 ball-pen refills; 50 radio sets and 9 cartons electric irons; 35 cartons fruit jelly; 6 dozens wire brushes; 1 case office stationery; 2 pieces glassware.

UNENTERED GOODS LYING IN THE CUSTOMS WAREHOUSE FOR OVER TWO MONTHS

W.E.K. No. and Date	Ship's Name	Whence Imported	Marks	Goods
253/18-8-66	Chilka ..	North 2-4-66	AR Nairobi via Mombasa ..	1 carton motor vehicle tubes.
274/31-5-66	Irisbank ..	N. East 20-1-66	NIL ..	4 cartons empty bottles.
319/25-7-55	Kinpurnie Castle ..	North 27-3-66	TUDC CA 2604 Kampala via Mombasa.	12 cast-iron traps and pipe fittings.
313/22-6-66	Chinkoa ..	North 25-2-66	EC Nairobi Kenya via Mombasa ..	1 bag chemicals.
336/25-7-66	Clan Maclean ..	North 11-3-66	ANOOE E.A. 7068 Nairobi -/-/4535/2 Kachra Nairobi via Mombasa 428166 -/-/ 66.	1 case taps.
340/25-7-66	Chakla ..	South 17-3-66	LL 87/5 0309 CPC or Shell Mombasa NIL	1 case envelopes.
343/25-7-66	Gange ..	South 10-6-66	Coates R275 Nairobi via Mombasa ..	1 carton provisions.
347/18-8-66	Meiyo Maru ..	North 1-4-66	NIL ..	1 drum oil.
348/18-8-66	State of Bombay ..	North 13-4-66	KISMET Automobiles No. 21 ..	3 bundles round iron bars.
350/18-8-66	Robinkerk ..	South 17-4-66	Old Mark Nairobi ..	1 drum oil.
354/18-8-66	Clan Malcolm ..	North 14-4-66	TOSFL D D/549/65 Tororo via Mombasa.	1 drum oil; 1 bundle industrial machinery parts; 56 pieces industrial machinery parts.
			NIL ..	1 carton motor-car parts.
			NIL ..	8 drums oil.
			NIL ..	49 drums oil.
			NIL ..	1 bundle anchors.
			Cathwell Eastern Congo via Mombasa	8 cartons salad oil.
			HPPS Mombasa -/-/ 180, 99, 120, 138, 158, 71, 89, 119, 135, 121, 10, 110, 150, 118, 96, 75, 179, 130, 148, 103, 170, 186, 106, NIL.	24 cartons provisions.
			NIL ..	1 carton wood preservative; 1 carton brake fluid.
			R C C 4/81 NRB via MSA. ..	1 carton liquid polish.
			Coates NRB via Mombasa ..	4 drums and 3 kegs paint.
375/14-9-66	Chilka ..	South 24-5-66	NTOCO VCE ACT 2625 Nairobi 84429 Atlas Nairobi via Mombasa -/-/ 12 ..	1 case industrial machinery parts.
			NIL ..	1 case paint.
			TOM M 300 Mombasa ..	1 poll wire netting.
376/14-9-66	Annenkerk ..	North 14-5-66	NAPATY CO. 1474 D. ..	1 carton condensed milk.
397/1-9-66	America Maru ..	North 3-7-66	NIL ..	1 case industrial machinery parts.
401/14-9-66	Crofter ..	North 21-5-66	K B N 365 Mombasa ..	3 cases padlocks; 1 carton steel wool;
			S K H Mombasa ..	2 cartons crockery.
			SS 1080 O Mombasa ..	1 coil wire.
			NIL ..	2 cartons baking powder.
			CPEA No. 508 Nairobi via Mombasa	1 carton bottle corks.
			RCC FO 1966 Nairobi via Mombasa	3 bags chemicals.
			-/-/ 1.	1 bag chemicals.
408/14-9-66	Chakdara ..	North 25-7-66	NIL ..	3 bags chemicals.
			P O D Mombasa ..	1 piece industrial machinery parts; 3 cases
			Nairobi via Mombasa XC/6753/1 ..	Nobeculcine spray (chemicals); 1 bundle
			NIL ..	steel channels; 2 carboys acid.
412A/14-9-66	Vogtland ..	South 22-5-66	T.A. 6636 ..	1 case chemicals.
419/14-9-66	Kate ..	South 21-5-66	Mowlem Kampala via Mombasa -/-/12	1 case industrial machinery spares.
427/14-9-66	Crofter ..	North 21-5-66	NIL ..	1 carton provisions; 1 bag chemicals.
309/18-8-66	Wanderer ..	North 8-4-66	NIL ..	2 bags maize corn.
			K B F 1/178 Mombasa Kenya ..	1 crate sandpaper.
437/24-10-66	Southern Spray ..	S. East 17-8-66	NIL ..	1 carton glassware; 1 carton baking powder;
431/14-9-66	Karanja ..	South 20-1-66	Costain W.Y.M. DAM 197 Lumbeni via Mombasa Blue and White. 1.65/7A/10F C & G Nairobi via Mom- basa -/-/ 64.	1 carton bottle tops.
444/25-7-66	Legnica ..	North 20-3-66	N C Mombasa ..	1 carton medicines; 1 carton confectionery;
			R O H D Mombasa 6 ..	1 carton dried yeast.
			Ladak Moshi via Tanga ..	2 bags wheat.
			LL Beid Jeddah ..	1 bundle industrial machinery parts.
459/24-10-66	Indus ..	South 9-8-66	Doshi Mombasa 77 NN. ..	1 carton cataloy paste (body filler).
250/31-5-66	Kenya ..	N. East 24-1-66	Kampala via Mombasa ..	1 carton soap powder.
307/14-7-66	Southern Progress ..	South 26-5-66	Nairobi Samples Display Site American Embassy ATTN. Commerce Nairobi Kenya via Mombasa Gona 36 No. 1 U T W WB Kampala via Mombasa -/-/ 1.	3 cartons Vim.
402/14-9-66	Kampala ..	South 9-5-66	NIL ..	1 cistern.
191/7-5-66	African Meteor ..	South 10-4-65	NIL ..	1 cistern.
409/14-9-66	Rhoen ..	South 3-5-66	NIL ..	2 kegs bituminous plastic compound.
			NIL ..	1 case bolts and nuts.
			NIL ..	1 carton model 8 royer shredder.
			NIL ..	1 bale bedsheets.
			NIL ..	48 bales secondhand clothing.
			NIL ..	1 coil steel strips.

UNCLAIMED GOODS LYING IN THE CUSTOMS WAREHOUSE FOR OVER TWO MONTHS

Q. No.	Ship's Name	Marks	Goods
233	Monthouet	NIL	1 pump spare; 1 plastic pipe fitting; 1 bottle medicine; 2 metal cash boxes; 4 boxes hinges; 1 motor-car jack; 7 cartons motor-car tubes; 1 roll nylon thread; 1 blanket; 1 bag metal drum lids.
234	Idefjord	NIL	3 bags provisions; 1 carton empty paper bags.
235	Simonskerk	NIL	22 bottles sodawater
236	Chakla	NIL	11 Thermos flasks. (damaged).
237	Schouten	NIL	398 tins provisions; 15 bottles honey.
239	Gange	NIL	19 bicycle pedals.
240	Unknown	NIL	1 motor-car clutch cable; 1 water filter spare; 1 jar lavatory cleaner; 71 door hinges.
241	Neder Ebro	NIL	5 bottles vinegar.
242	Karanja	NIL	9 pieces clothing.
243	Unknown	NIL	37 rolls sewing thread; 1 bag electric bulbs; 1 bag empty bottles; 13 metal ingots.
244	Uganda	NIL	2 bags empty tins; 1 bag empty bottles; 1 carton bath salts; 1 carton aerosol; 1 carton filing clips; 2 cartons glazed tiles; 1 bag provisions.
245	City of Philadelphia	NIL	2 pieces secondhand clothing; 1 pillowcase; 6 toys; 2 radio batteries; 4 tins provisions; 1 tin baking powder; 1 egg-beater; 3 glass jugs; 16 bottles liquid detergent; 1 lot hinges; 1 tin Cod Liver oil
246	Australian Gulf	NIL	24 tins provisions; 7 bags secondhand clothing.
270	Kampala	NIL	4 pieces cotton piece goods; 1 ladies' hand-bag; 1 carton metal clips; 2 pairs sandals.
271	Port Police	NIL	1 packet sugar; 40 ball-point pens; 2 pencils.
272	Port Police OB 22/18-9-66 OB 72/1-10-66.	NIL	23 bottles Penicillin; 1 bottle whisky.
274	Tokai Maru	NIL	5 padlocks; 22 brush and comb sets.
275	Ramon de Larrinaga	NIL	1 radio spare.
276	Unknown	CDE MEM GIR Minetain Kigali Rwanda in Transit MSA.	1 case motor-car parts.
277	Mokoto	NIL	8 tins milk powder; 6 packets playing cards; 4 brushes; 16 packets clothes-pegs; 1 packet clothes-pegs; 2 empty tins; 1 lot chewing gum.
278	State of Bombay	NIL	1 bag cycle axles; 2 bundles foot rulers; 3 pieces cotton piece goods; 10 industrial machinery spares.
279	Unknown	NIL	22 packets provisions; 2 oil seals.
280	Unknown	NIL	67 tins fish; 1 blanket; 4 bundles toilet tissues; 2 boxes shoe cleaner; 15 boxes motor-car bulbs; 3 tins milk; 3 tins snuff; 15 bolts and nuts; 1 tin paint; 15 tins lavatory cleaner; 2 tins floor cleaner; 1 bottle chemical; 2 water pump spares; 12 tins cotterpins; 10 bundles welding rods; 15 bottles and tins provisions; 1 bottle honey; 1 axe head.
281	Unknown	NIL	1 baby dress; 1 lot glass tumblers
282	City of New York	NIL	21 pieces new clothing; 19 empty bottles; 2 tins radio cleaner; 1 industrial machinery spare; 12 bottles provisions; 1 roller (Machinery spare); 2 motor vehicle parts; 1 paperbag milk powder; 1 bottle repair solution; 1 roll woollen thread; 4 pieces cut textile samples; 1 toy set; 1 electric pressure switch spare; 2 scooter spark plugs; 7 dozens tablets (Medicine); 10 cartons empty tins; 10 boxes provisions; 2 bags cycle parts.
283	Unknown	NIL	10 bundles battens (tea chest fittings); 1 lot paperbags.
284	Gange	NIL	18 tins mushrooms.
285	Mokoto	NIL	1 box chewing gum; 11 pairs motor-car mud flaps.
288	Kariba	NIL	2 bottles medicine; 3 electric cooker plates; 1 file clip; 1 cycle part; 3 kettle lids.
289	Unknown	NIL	65 tins provisions; 1 axe head; 3 boxes tablets (medicines); 1 packet playing cards; 1 umbrella (damaged).
290	State of Bombay	L. J. Vadhia Porbundar to Masindi Bunk No. 313. R. L. Patel Mombasa Jinja Uganda Bunk No. 357.	1 tin personal effects.
		NIL	1 bag personal effects.
		NIL	1 bag personal effects.
292	Port Police Serial No. 137/66 OB 64/12-10-66.	NIL	1 roll wooden piece goods.
294	Thorscarrier	NIL	7 cartons provisions; 1 carton lamp wicks; 1 carton and 4 packets toys.
295	Faleshty	NIL	1 bag personal effects.
296	Port Police OB 69/7-9-66	NIL	1 bag groundnuts.
298	Unknown	NIL	1 piece cloth (sample).

ABANDONED GOODS LYING IN CUSTOMS WAREHOUSE FOR OVER TWO MONTHS

AB	Ship's Name	Marks	Goods
8	Hide Maru	NIL	20 cases dry batteries.
9	Kampala	S. K. and Co. K.T. Mombasa Ext. No. 8401/8426	4 bales cotton piece goods.

BONDED GOODS DUE FOR SALE IN DEFAULT OF RE-WAREHOUSING

Bond	Entry No. and Date	Importer	Goods
19 19	Whg. 134/6-11-65 Re-Whg. 664 of 28-8-64	Turkish Tea No. 20083 Mombasa R. E. B. Nairobi via Mombasa No. 1/10	1 bag tea. 10 cartons whisky.

DEPOSITED GOODS LYING IN CUSTOMS WAREHOUSE FOR OVER TWO MONTHS

Receipt No. and Date	Name/Address	Goods
7254/8-10-66	Messrs. Express Transport Co. Ltd.	1 zebra pouffe; 1 leopard skin; 1 zebra skin; (damaged); 1 leopard skin key holder; 2 zebra skin watch straps; 1 leopard skin purse; 1 zebra skin purse; 4 pairs zebra pouffes.
7264/19-10-66	Mr. Rahim A/c M. Cotts and Co.	3 packages personal effects.
7279/31-10-66	Mr. Gichui A/c Dodwell and Co.	1 case personal effects.

GAZETTE NOTICE NO. 4779

THE LIQUOR LICENSING ACT
(Cap. 121)

SOUTH SIRIKWA LIQUOR LICENSING COURT

DULY authorized by the Provincial Commissioner, Rift Valley Province, there will be a special sitting of the above Court in District Commissioner's Office, Eldoret, on Friday, 6th January 1967, at 10 a.m., to consider the following applications:—

Elgeyo Marakwet District

RENEWALS

Malt and Non-spirituous Liquor Off-licences

Chemweno Barmereng, Plot No. 12, Singore Market, P.O. Iten.
Suter Chepkieng, Plot No. 22, Kapsower Market, P.O. Chebiemit.

Nandi District

NEW APPLICATIONS

Restaurant Liquor Licence

Jayantilal Bhimji, Plot No. 21, Nandi Hills, P.O. Box 13, Nandi Hills.

General Retail Liquor Licence

Messrs. Chepterwai Bus Service, Plot No. 18, Chepterwai, P.O. Box 722, Eldoret.

R. A. RIYAMY,

President.

Eldoret,
13th December 1966.

*South Sirikwa Liquor
Licensing Court.*

GAZETTE NOTICE NO. 4780

THE LIQUOR LICENSING ACT
(Cap. 121)

CENTRAL NYANZA LIQUOR LICENSING COURT

DULY authorized by the Provincial Commissioner, Nyanza Province, Kisumu, the following applications for liquor licences will be considered at a special meeting of the Central Nyanza Liquor Licensing Court to be held in the Office of the District Commissioner, Kisumu, at 10 a.m. on Monday, 9th January 1967:—

RENEWALS

Malt and Non-spirituous Liquor On-licences

Laban Githang'a, Plot No. 65, P.O. Sondu.
S. M. Patel, Plot No. 1590/19, P.O. Box 1, Miwani.
Jacob Odede, Plot No. 3, Aram Market, Uyoma Location, P.O. Bondo.

NEW APPLICATIONS

Malt and Non-spirituous Liquor On-licence

Stefano Onyango, Plot No. 13, P.O. Box 347, Kisumu.

General Retail Liquor Licence

Jafeth Onyango, Plot No. 19, Yenga Market, P.O. Ukwala.

General Retail and Hotel Liquor Licence

Nazmudin K. Rahim, Plot No. 35, Section LXVIII, Accra Street, P.O. Box 440, Kisumu.

J P. I. BONYO,

President,

Kisumu,
13th December 1966.

*Central Nyanza Liquor
Licensing Court*

GAZETTE NOTICE NO. 4781

THE LIQUOR LICENSING ACT
(Cap. 121)

NAIROBI LIQUOR LICENSING COURT

THE following additional late applications will be considered by the Nairobi Liquor Licensing Court at the special meeting to be held on 3rd January 1967, at 10 a.m., at the District Commissioner's Office, Kenyatta Avenue, Nairobi, published under Gazette Notice No. 4646 of 13th December 1966:—

RENEWALS

Members' Club Liquor Licences

Goan Gymkhana (Hon. General Secretary), P.O. Box 1366, Nairobi: Plot No. 209/118/16, Ngara Road, Nairobi.
The Africa Club (Nesbitt: Accountant), P.O. Box 4982, Nairobi: Plot No. L.R. 209/930, Malik Street, Nairobi.
Aqua Sports Club of Nairobi (Secretary), P.O. Box 9973, Nairobi: Nairobi Dam, Langatta Road, Nairobi.
Muthaiga Golf Club, P.O. Box 1651, Nairobi: Kiambu Road, Muthaiga, Plot No. L.R. 213/247.
Kenya Regiment Association (Hon. Treasurer), P.O. Box 206, Nairobi: Plot No. 209/6370, Gymkhana Road, Nairobi.

Wine Merchants' and Grocers' Liquor Licences

Pangani Provision Store (R. B. Virji), P.O. Box 5277, Nairobi: Plot No. 209/1627, Fairview Road, Nairobi.
Musa Provision Store (Musa Bhanji), P.O. Box 9860, Nairobi: Plot No. 209/2424, Albert House, Nairobi.

Malt and Non-spirituous Liquor Off-licence

Jobanputra Grocers (Nandlal Jethalal Jobanputra), P.O. Box 6008, Nairobi: Plot No. 2759/11/209, Panipat Road, Ngara, Nairobi.

Canteen Liquor Licence

K.I.A. Canteen (J. Murimi, Secretary), P.O. Box 23050, Nairobi: Kenya Institute of Administration, Lower Kabete.

NEW APPLICATION

General Retail Liquor Licence

Metropole Theatre Bar/Kenya Guard Service (W. J. Hermitte), P.O. Box 21292, Nairobi: Plot No. 209/405, Metropole Cinema, Adams Arcade, Ngong Road, Nairobi.

RENEWAL

Malt and Non-spirituous Liquor Off-licence

Anatu Provision Store (Bernard Njoroge), P.O. Box 13061, Nairobi: Plot No. 8707/2, Ruaraka, Thika Road, Nairobi.

W. K. MARTIN,

Nairobi,
16th December 1966.

*President,
Nairobi Liquor Licensing Court.*

GAZETTE NOTICE NO. 4782

NOTICE OF CHANGE OF NAME

I, Khatoon Wali Valji of P.O. Box 30082, Nairobi, heretofore called and known by the name of Khatoon Fatehali Kala Sidi, hereby give notice that on the 16th day of December 1966, I renounced and abandoned the use of my said name of Khatoon Fatehali Kala Sidi and assumed in lieu thereof the name of Khatoon Wali Valji and further that such change of name is evidenced by a deed dated the 16th day of December 1966, duly executed by me and attested.

Dated the 19th day of December 1966.

KHATOON WALI VALJI,
*formerly known as
Khatoon Fatehali Kala Sidi.*

GAZETTE NOTICE No. 4783

**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. 331 OF 1966

By (i) Lilabai Lachmandas Punjabi and (ii) Gobindram Lachmandas Punjabi, both of P.O. Box 8659, Nairobi in Kenya, the widow and son respectively of the deceased, through Messrs. B. Sirley and Co., advocates of Nairobi, for a grant of letters of administration intestate of the estate of Lachmandas Thakurdas Punjabi of Nairobi aforesaid who died at Nairobi intestate on the 15th day of January 1965.

(2) CAUSE No. 334 OF 1966

By Barclays Bank D.C.O. (through two of its duly constituted attorneys, namely, John Boss Kinnear Russell and Alexander Milne Christie of P.O. Box 30130, Nairobi in Kenya), one of the executors named in the will of the deceased, through Messrs. Kaplan and Stratton, advocates of Nairobi, for a grant of probate of the will of Arthur John Campbell of Nairobi in Kenya who died at Nairobi on the 5th day of July 1966.

(3) CAUSE No. 335 OF 1966

By The Standard Bank Limited of P.O. Box 30299, Nairobi in Kenya (described in the codicil of the deceased as The Standard Bank of South Africa Limited), the executor named in the first codicil of the deceased, through Messrs. Daly and Figgis, advocates of Nairobi, for a grant of probate of the will and first codicil of Charles Ruickbie Davidson of Nairobi aforesaid, who died at Nairobi on the 11th day of October 1966.

The Court will proceed to issue the same unless cause be shown to the contrary and appearance in this respect entered on or before the 10th day of January 1967.

M. F. PATEL,
Deputy Registrar,
Nairobi,
20th December 1966. *High Court of Kenya, Nairobi.*

NOTE

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

GAZETTE NOTICE No. 4784

PROBATE AND ADMINISTRATION

TAKE NOTICE that after 14 days from the date of this Gazette, I intend to apply to the High Court at Nairobi for representation of the estate of the person named in the second column of the Schedule hereto, who died on the date set forth against his name.

And further take notice that all persons having any claims against or interests in the estate of the said deceased person 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 estate distributed according to law.

SCHEDULE

<i>Public Trustee's Cause No.</i>	<i>Name of Deceased</i>	<i>Address</i>	<i>Date of Death</i>	<i>Testate or Intestate</i>
97/66	William Lance Booker	Tanga, Tanzania	25-8-55	Intestate

T. B. H. PHILLIPS,
Nairobi,
20th December 1966. *Assistant Public Trustee.*

GAZETTE NOTICE No. 4785

VITHALDAS NAGJI HINDOCHA, DECEASED

NOTICE is hereby given, pursuant to section 29 of the Trustee Act (Cap. 167), that any person having a claim against, or an interest in, the estate of the late Vithaldas Nagji Hindocha of Eldoret in Kenya, who died on the 1st day of May 1965, at Eldoret aforesaid, is hereby required to send particulars in writing of his or her claim or interest to the undersigned before the 28th day of February 1967, after which date the executrix will distribute the estate among the persons entitled thereto, having regard only to the claims and interests of which she will have had notice and will not as respects the property so distributed be liable to any person of whose claim she will not have had notice.

Dated this 16th day of December 1966.

K. BALDEV,
Advocate to the Executrix,
Kenyatta Street,
P.O. Box 707, Eldoret.

GAZETTE NOTICE No. 4786

HAROLD PEARSON WEBSTER, DECEASED

NOTICE is hereby given, pursuant to section 29 of the Trustee Act (Cap. 167), that any person having a claim against or an interest in the estate of the late Harold Pearson Webster of P.O. Box 3064, Mombasa, who died at Mombasa on 19th July 1966, is hereby required to send particulars in writing of his or her claim or interest to National and Grindlays Bank Limited, Trustee Department, P.O. Box 30402, Nairobi, before 23rd February 1967, 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 have had notice and will not as respects the property so distributed be liable to any person of whose claim they shall not then have had notice.

Dated the 15th day of December 1966.

NATIONAL AND GRINDLAYS BANK LIMITED,
Trustee Department,
P.O. Box 30402, Nairobi.

GAZETTE NOTICE No. 4787

THOMAS HENRY CHETTLE, DECEASED

NOTICE is hereby given pursuant to section 29 of the Trustee Act (Cap. 167), that any person having a claim against or an interest in the estate of the late Thomas Henry Chettle of Nakuru in Kenya, who died on the 14th day of December 1966, at Nakuru in Kenya, is hereby required to send particulars in writing of his or her claim or interest to the undersigned before the 1st day of March 1967, after which date the executor will distribute the estate among the persons entitled thereto, having regard only to the claims and interests of which he shall have had notice and will not as respects the property so distributed be liable to any person of whose claim he shall not then have had notice.

Dated the 23rd day of December 1966.

CRESSWELL, MANN & DOD,
Advocates to the Executor,
National Bank Building,
Kenyatta Avenue,
P.O. Box 51, Nakuru.

GAZETTE NOTICE No. 4788

THOMAS ROBERT STRUTHERS, DECEASED

TAKE NOTICE that all persons having any claims against the estate of the above-named deceased late of Nairobi who died on 22nd June 1966, at Edinburgh, are requested to lodge and prove details thereof with the undersigned on or before 15th March 1967, after which date the administratrix will distribute the above estate having regard only to valid claims then notified.

Dated this 13th day of December 1966.

HAMILTON HARRISON & MATHEWS,
Advocates for the intended Administratrix,
P.O. Box 30333, Nairobi.

GAZETTE NOTICE No. 4789

ESTATE OF THE LATE PERCY DE BATARD

To All to Whom It May Concern:

TAKE NOTICE that all persons having any claims against or owing money to the above-named Percy de Batard late of Thorndale Farm, Nanyuki, who died at Thorndale Farm, aforesaid on 6th September 1966, are requested to prove such claims or to pay the amount due as the case may be to The Standard Bank Limited, P.O. Box 30299, Nairobi, Kenya, on or before the 21st day of February 1967, after which date the estate of the said deceased will be distributed or administered according to law having regard only to the claims against the estate of which we the said Bank shall then have notice.

Dated the 14th day of December 1966.

THE STANDARD BANK LIMITED,
Trustee Branch,
P.O. Box 30299, Nairobi,
One of the Executors of the Will.

GAZETTE NOTICE No. 4790

IN THE HIGH COURT OF KENYA AT NAIROBI

IN BANKRUPTCY CAUSE No. 70 OF 1959

Re: *Jaggivan Girdhar Parmar, bankrupt*

THE bankrupt having applied to the Court for his discharge, the Court has fixed Friday, the 27th day of January 1967, at 10.30 o'clock in the forenoon, at Law Courts, Nairobi, for hearing the application.

Dated this 16th day of December 1966.

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

GAZETTE NOTICE No. 4791

IN THE MATTER OF THE COMPANIES ACT

(Cap. 486)

AND

IN THE MATTER OF ARASH ESTATE LIMITED

(In Voluntary Liquidation)

NOTICE is hereby given that the final meeting of the members of the above Company will be held at the offices of Messrs. Barber Bellhouse, Mwangi and Co., National Bank Building, Kenyatta Avenue, Nakuru, on Friday, 27th January 1967, at 10.30 a.m., in accordance with the provisions of, and for the purposes laid down in, section 283 (1) of the Companies Act.

Dated this 17th day of December 1966.

GERALD LUCKHURST,
Liquidator.

GAZETTE NOTICE No. 4792

IN THE MATTER OF THE COMPANIES ACT

(Cap. 486)

AND

IN THE MATTER OF CHARTERHOUSE TRUST LIMITED

(In Members' Voluntary Winding Up)

Name of Company.—Charterhouse Trust Limited.
Address of registered office.—Mansion House, Wabera Street, Nairobi.
Registered postal address.—P.O. Box 9532, Nairobi.
Nature of business.—Not trading.
Liquidator's name.—James Raymond Rooke Fenton.
Address.—P.O. Box 9532, Nairobi.
Date of appointment.—17th December 1966.
By whom appointed.—The members.

Dated at Nairobi this 17th day of December 1966.

JAMES RAYMOND ROOKE FENTON,
Liquidator.

GAZETTE NOTICE No. 4793

IN THE MATTER OF THE COMPANIES ACT

(Cap. 486)

AND

IN THE MATTER OF CHARTERHOUSE TRUST LIMITED

MEMBERS' VOLUNTARY WINDING UP

NOTICE is hereby given that at an extraordinary general meeting of the members of Charterhouse Trust Limited held at Mansion House, Wabera Street, Nairobi, on Saturday, 17th December 1966, the following special resolution was duly passed:—

"THAT the Company be wound up as a members' voluntary winding up and that J. R. R. Fenton of P.O. Box 9532, Nairobi, be appointed liquidator for the purpose of such winding up."

Creditors of the Company are required on or before 31st January 1967, to send full particulars of all claims they may have against the said Company to the undersigned, the liquidator of the said Company, and if so required by notice in writing from the said liquidator personally or by their advocates to come in and prove their debts or claims set out in such notice or in default thereof they may be excluded from the benefit of any distribution made before such debts are proved.

Nairobi,
17th December 1966.

JAMES RAYMOND ROOKE FENTON,
Liquidator,
P.O. Box 9532, Nairobi.

GAZETTE NOTICE No. 4794

THE COMPANIES ACT

(Cap. 486)

PURSUANT to section 339, subsection (3) of the above Act, it is hereby notified that at the expiration of three months from the date hereof, the names of the undermentioned companies will, unless cause be shown to the contrary, be struck off the Register of Companies and the companies will be dissolved:—

Market Meat Supply Company Limited.
Kiambu Bus and Transport Company Limited.
Atlantic Structures Company Limited.
J. G. Magner and Company Limited.
New Kikuyu Poultry Dealers Limited.
Colonial Underwriters Limited.
Ansurox Mining Company Limited.
Dresswear's Limited.
Indo-Africa Hardwares Limited.
Kenani Limited.
Charter Engineering Works Limited.
Kisii Timber and Hardware Store Limited.
Auto-Fuels Limited.
Beef Limited.
Welfare Trust of East Africa.
Anglo American Building Corporation Limited.
S.A.R.A.G. (East Africa) Limited.

Dated this 20th day of December 1966.

O. M. SAMEJA,
Assistant Registrar of Companies.

GAZETTE NOTICE No. 4795

THE SOCIETIES ACT

(Cap. 108)

PURSUANT to section 9 (1) of the Societies Act (Cap. 108), having reason to believe that the societies listed in the Schedule hereto have ceased to exist, the Registrar of Societies hereby calls upon the said societies to furnish him with proof of their existence within three months of the date hereof.

SCHEDULE

Yala Old Boys Association, Nairobi Branch.
Mathira Parents Education Organization.
Abaluhya Welfare Association, Kericho District, Sotik Branch.
Isukha Union.
Lower Region of Nyakach Farmers Association.
Maliera Thrift and Saving Society.
Sega Muslim Association.
Kaloleni Primary School Parents' Association.

Dated this 20th day of December 1966.

J. M. KYENDO,
for Registrar of Societies.

GAZETTE NOTICE No. 4796

THE SOCIETIES ACT

(Cap. 108)

PURSUANT to section 9 (2) of the Societies Act (Cap. 108), being satisfied that the societies listed in the Schedule hereto have ceased to exist, the Registrar of Societies hereby notifies that the said societies shall cease to be registered societies from the date hereof.

SCHEDULE

Rabai Society.
Machakos and Kitui Districts Society, Nairobi.
New Akamba Union, Magadi Branch.

Dated this 20th day of December 1966.

J. M. KYENDO,
for Registrar of Societies.

GAZETTE NOTICE No. 4797

THE SOCIETIES RULES

(Cap. 108, Sub. Leg.)

PURSUANT to rule 17 of the Societies Rules, notice is hereby given of the notification of change of name of the society exempted from registration named in the Schedule hereto.

SCHEDULE

Royal Anteduluvian Order of Buffaloes, Nairobi Lodge, to Royal Anteduluvian Order of Buffaloes, J. P. McBrierley, Nairobi Lodge.

Dated this 20th day of December 1966.

J. M. KYENDO,
for Registrar of Societies.

GAZETTE NOTICE NO. 4798

THE SOCIETIES RULES

(Cap. 108, Sub. Leg.)

PURSUANT to rule 17 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

Name of Society	Date Registration Effectuated
Kondu Family Association	19-12-66
Wananchi Night Club	19-12-66
Oganga Society (East Africa)	19-12-66
Gathanga Sports Club	19-12-66
Suka Union	19-12-66

SECOND SCHEDULE

Name of Society	Date of Refusal
Kirinyaga Welfare Association (East Africa), Kericho Branch	15-12-66

Dated this 20th day of December 1966.

J. M. KYENDO,
for Registrar of Societies.

GAZETTE NOTICE No. 4799

THE CO-OPERATIVE SOCIETIES ACT

(Cap. 490)

Re: *Githunguri Farmers Co-operative Society Ltd.*
(In Liquidation)

ADMISSION OF CLAIMS

I, Peter Gachihi Miatu, being the duly appointed liquidator of the above-named Co-operative Society, hereby appoint the 31st day of January 1967, as the last day on which creditors of the said Co-operative Society shall state to me their claims for admission.

Such claims shall be addressed to me at P.O. Box 298, Kericho.

P. G. MIATU,
for Co-operative Officer,
Kericho.

GAZETTE NOTICE No. 4800

THE JUBILEE INSURANCE COMPANY LIMITED

(INCORPORATED IN KENYA)

MOMBASA

LOSS OF POLICIES

Life Policy No. 15363—*Amirali Hassanali Laji and Life Policy No. 18909—Sadrudin Hassanali Laji*, both of P.O. Box 5058, Dar es Salaam.

APPLICATION has been made to this Company for the issue of duplicate of the above-numbered policies, the originals having been reported as lost or misplaced. Notice is hereby given that unless objection is lodged to the contrary at the office of the Company within 30 days from the date hereof, duplicate policies will be issued.

M. R. HOSANGADY,
Executive Director,
Head Office,
P.O. Box 220, Mombasa.

Mombasa,
17th December 1966.

GAZETTE NOTICE No. 4801

THE JUBILEE INSURANCE COMPANY LIMITED

(INCORPORATED IN KENYA)

MOMBASA

LOSS OF POLICY

Life Policy No. 14057—*Hassanali M. J. M. Juma* of P.O. Box 84, Dar es Salaam.

APPLICATION has been made to this Company for the issue of duplicate of the above-numbered policy the original having been reported as lost or misplaced. Notice is hereby given that unless objection is lodged to the contrary at the office of the Company with 30 days from the date hereof, duplicate policy will be issued.

M. R. HOSANGADY,
Executive Director,
Head Office,
P.O. Box 220, Mombasa.

Mombasa,
17th December 1966.

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