



# THE KENYA GAZETTE

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## GAZETTE NOTICE No. 3677

## THE FORESTS ACT

(Cap. 385)

## SEKHENDU FOREST

IN ACCORDANCE with the provisions of section 4 (2) of the Forests Act, the Minister for Natural Resources hereby gives 28 days' notice, with effect from the date of publication of this notice, of his intention to declare that the area described in the Schedule hereto shall be a forest area.

## SCHEDULE

## SEKHENDU FOREST

An area of land of approximately 804.1 hectares, comprising L.R. Nos. 6657 and 10832, situated approximately 15 kilometres south-west of Kitale Municipality, in the Trans-Nzoia District, Rift Valley Province, the boundaries of which are more particularly delineated, edged green, on Boundary Plan No. 175/180 which is signed and deposited in the Survey Record Office, Survey of Kenya, Nairobi, and a copy of which may be inspected at the office of the Divisional Forest Officer, Forest Department, Turbo.

Dated this 28th day of July, 1976.

S. S. OLE OLOTTIPITIP,  
*Minister for Natural Resources.*

## GAZETTE NOTICE No. 3678

## THE MUNICIPAL COUNCIL OF KISUMU

## CONTRIBUTION IN LIEU OF RATES

## PUBLIC LAND RULES (1967)

(Cap. 266, Rule 17 (2))

IN EXERCISE of the powers conferred by rule 17 (2) of the Public Land Rules (1967), of the Valuation for Rating Act, Cap. 266, I hereby declare that contribution in lieu of rates for the year 1976 in respect of public land within the jurisdiction of Kisumu Municipal Council, shall fall due and payable on 30th December, 1976.

Dated this 3rd day of December, 1976.

R. S. MATANO,  
*Minister for Local Government.*

## GAZETTE NOTICE No. 3679

JUDICIAL SERVICE COMMISSION  
THE MAGISTRATE'S COURT ACT, 1967

(No. 17 of 1967)

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

HARUN BOMETT, a District Magistrate empowered to hold a Magistrate's court of the Second Class, is assigned to the Narok District with effect from 9th December, 1976, in addition to the Nakuru, Nyandarua, Baringo and Laikipia Districts by Gazette Notice No. 436/72.

Dated this 7th day of December, 1976.

JAMES WICKS,  
*Chairman,  
Judicial Service Commission.*

\*G.N. 3606/67.

## GAZETTE NOTICE No. 3680

THE LOCAL GOVERNMENT REGULATIONS, 1963  
(L.N. 256 of 1963)THE LOCAL GOVERNMENT (KIAMBU TRADE  
DEVELOPMENT JOINT BOARD) ORDER, 1966

## APPOINTMENTS TO THE BOARD

IN EXERCISE of powers conferred by paragraph 3 of the Local Government (Kiambu Trade Development Joint Board) Order, 1966, upon the Minister for Local Government, and in pursuance of a direction\* given under section 38 (1) of the

Interpretation and General Provisions Act, the Permanent Secretary for Commerce and Industry appoints:—

S. Ndungu Njenga,  
Nimrod Gatimu,  
Nelson Muguku,

to be members of Kiambu Trade Development Joint Board. The appointments of Josphat Kahara† as a member of the board is hereby cancelled.

Dated this 8th day of December, 1976.

L. M. KABETU,  
*Permanent Secretary,  
Ministry of Commerce and Industry.*

\*L.N. 221/65. †G.N. 1982/1973.

## GAZETTE NOTICE No. 3681

THE CONSTITUTION OF KENYA AND  
THE NATIONAL ASSEMBLY AND PRESIDENTIAL  
ELECTIONS ACT, 1969

(Cap. 7)

## DECLARATION OF VACANCY

PURSUANT to the provisions of section 39 (1) (c) of the Constitution and Section 18 of the National Assembly and Presidential Elections Act, 1969, I hereby give notice that the seat in Ndiwa Constituency formerly held by—

HON. JOSEPH G. ODERO-JOWI, M.P.

has become vacant.

Dated this 8th day of December, 1976.

F. M. G. MATI,  
*Speaker of the National Assembly.*

## GAZETTE NOTICE No. 3682

## THE ADVOCATES (ADMISSION) REGULATIONS

(Cap. 16, Sub. Leg.)

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

RAMESH KANTILAL PATEL

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

Dated this 9th day of December, 1976.

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

## GAZETTE NOTICE No. 3683

## MINISTRY OF LABOUR

## LOSS OF L.P.O. No. D698950

IT IS notified for general information of the public that original, duplicate and triplicate of the above-mentioned L.P.O. are missing from the National Industrial Vocational Training Centre's office, Nairobi and that they have been cancelled and no liability will be accepted by the Government in respect of goods supplied or services rendered against this L.P.O.

P. N. MUNGAI,  
*Acting Assistant Director (Centre).*

## GAZETTE NOTICE No. 3684

## MINISTRY OF AGRICULTURE

## LOSS OF ORIGINAL L.P.O. No. D.737820

## DATED 3-12-76 FOR PETROL FOR GK 9177

THE above open L.P.O. is hereby reported lost. No payment will be effected by the Government on account of any petrol supplied through this L.P.O.

It is now treated as cancelled.

B. M. MAMBO,  
*Supplies Officer,  
for Director of Veterinary Services.*

GAZETTE NOTICE NO. 3685

## GOVERNMENT OF KENYA

TANA RIVER DEVELOPMENT AUTHORITY

PREQUALIFICATION NOTICE NO. 1/76

*Financing:*

The Republic of Kenya has applied to the following development aid organizations for joint funding of the construction of a major dam and power plant on the Tana River in Kenya:

Overseas Development Ministry (ODM)  
Kreditanstalt für Wiederaufbau (KFW)  
European Development Fund (EDF)

The implementation of the works is subject to financing decisions by the above organizations.

Applications are invited from contractors who wish to pre-qualify to take part in a restricted invitation to tender for construction of the works.

*I. Location*

The works are located on the Tana River approximately 100 kilometres north-east of Nairobi, upstream of the existing Kamburu dam.

*II. Description of Works*

The works will be divided into five contracts with quantities being as, or similar to, those indicated below:

*Contract TRDA 1—Civil engineering works comprising:*

- (a) A zoned earthfill dam including 800 000 m<sup>3</sup> excavation and 4 900 000 m<sup>3</sup> earthfill.
- (b) A concrete spillway including 220 000 m<sup>3</sup> excavation and 43 000 m<sup>3</sup> concrete.
- (c) Intake, Low Level Outlet, Penstocks, Surge Chambers and Power House including 73 000 m<sup>3</sup> excavation and 44 000 m<sup>3</sup> concrete.
- (d) Attendant access road of 12 km, site roads, bridges, temporary works and miscellaneous services.
- (e) Construction and management of camp facilities for own employees and other contractors.

*Contract TRDA 2—Gates comprising:*

- Supply, installation, commissioning and maintenance of:  
Four vertical-lift wheeled gates of aggregate area 60 m<sup>2</sup>, complete with crane, rakes and stoplogs.

*Contract TRDA 3—Mechanical engineering works comprising:*

- Supply, installation, commissioning and maintenance of:
- (a) 2 x 20 MW 11 kV Kaplan Turbo Generator Sets for maximum head 50.5 m complete with spiral casings, draft tubes and all ancillary and auxiliary plant, including sequential control equipment.
  - (b) Turbine house crane.
  - (c) Cooling water system.
  - (d) Drainage and dewatering pumps and pipe work.
  - (e) Four draft tube gates of aggregate area 84 m<sup>2</sup>, complete with crane and stoplogs.

*Contract TRDA 4—Electrical work comprising:*

- Supply, installation, commissioning and maintenance of:
- (a) 37 km of single circuit 275 kV overhead power line.
  - (b) 14 km of overhead power line including re-use of material obtained by dismantling 28 km of existing 275 kV power line and additional equipment where necessary.
  - (c) 2 x 23.5 MVA 11 kV/132 kV generator transformers, 132 kV line isolators and switchyard ancillaries.
  - (d) 11 000/415 V auxiliary transformers, switchgear and 110/50 V battery charger systems.
  - (e) Local and remote turbo generator and switchgear control and relay panels.
  - (f) 132 kV power line carrier system for protection, tele-control and telecommunication.
  - (g) Station power and control cabling systems.

*Contract TRDA 5—Steel penstock liners comprising:*

Supply and installation of welded steel liners to power conduits, steel risers to surge chambers, and steel penstock pipes, all of diameter 3.5 m. The total requires some 800 t of welded steel plate construction.

Prequalification candidates may submit an application for any of the above contracts. A separate application must be made for each contract.

*III. Supplier Credit*

It is anticipated that supplier credits will be sought for contracts TRDA 2, 3, 4 and 5.

*IV. Timing*

It is anticipated that tender documents will be issued in April 1977 with a view to awarding contracts before the end of 1977. Project completion is scheduled for 1981.

Individual contracts must be completed to suit the implementation programme.

*V. Conditions of Contract*

These will be the current Federation Internationale des Ingenieurs-Conseils (FIDIC) Conditions of Contract, as modified and agreed by the funding agencies.

*VI. Payment*

Contractors may indicate in their tenders the percentage of the amount of their tender for which they desire payment in the currency of the country in which they have their registered place of business. The reason for wishing this percentage must be stated. This sum can be expressed in European units of account.

*VII. Participation in the invitation to tender*

The works will be the subject of a restricted invitation to tender among firms chosen as a result of the prequalification procedure announced by this notice.

*VIII. Participation in the prequalification*

The prequalification is open on equal terms to all natural or legal persons and groups of such persons having the nationality of a Member State of the European Economic Community or of the African, Caribbean and Pacific (ACP) States, all in accordance with the Convention of Lome.

The following shall be considered to be nationals of the above States: all firms or companies established in accordance with the legislation of one of those States which have their registered office, their central administration or their main establishment within that State.

Firms or groups of firms wishing to prequalify should make their applications for the contracts concerned in English and send them by registered post with advice of delivery, or deliver them by hand against receipt, to the following addresses:

For contracts Nos. TRDA 1, 2 and 5 to the Consulting Civil Engineers:

Watermeyer, Legge, Piesold & Uhlmann  
Alliance House  
12 Caxton Street  
London SW1H 0QS  
England

For contracts Nos. TRDA 3 and 4 to the Consulting Electrical Engineers, Mechanical Engineers:

Ewbank and Partners Limited  
Prudential House  
North Street  
Brighton, Sussex  
England

In addition, the envelope should bear the following words in red on the upper left corner:

"Application for prequalification for the tendering of construction of a dam and power plant on the Tana River (Contract No. ....)."

A copy of only the declaration of intent to tender, without the annexed documents referred to in paragraph IX below, should be sent simultaneously to each of the following addresses:

Tana River Development Authority  
P.O. Box 47309  
Nairobi  
Kenya

Kreditanstalt für Wiederaufbau (KFW)  
D-6 Frankfurt am Main  
Palmengartenstrasse 5-9

Ministry of Overseas Development  
Eland House  
Stag Place  
London SW1E 5DH

The Commission of the European Communities  
Directorate-General for Development  
rue de la Loi 200  
B-1049 Brussels

**IX. Documents for prequalification**

Applications for prequalification must comprise (separately for each contract concerned) the following documents:

- (a) A declaration of intent to tender indicating the name(s) and address(es) of the firm or, in the case of groups, of the firms.
- (b) The documents which are required under the national legislation applicable to prove the nationality of the firm; in the case of groups, a certificate must be provided for each firm in the group.
- (c) Full details of the articles of the company or of its associates, together with duly certified documents attesting to its constitution.
- (d) All necessary evidence that the candidate is capable of carrying out all the work in question, particularly as regards the staff, machinery, equipment and experience.
- (e) All necessary evidence that the candidate is financially capable of carrying out the work, in particular by presentation of reports on activities for the last three years, with a certificate of non-bankruptcy.
- (f) Relevant references to major projects of a similar nature carried out since 1965 or currently in progress.

These references should give the following information (on a separate sheet for each project).

1. Title and location of the project.
2. The names and addresses of the bodies placing the contracts and the financing bodies from which further information may be obtained on the work carried out by the candidate.
3. A short description of the project with details of the nature and quantity of the work involved, the date of commencement and, where applicable, the date of completion.
4. The extent to which the candidate was involved in the execution of the work in question and the extent of his liability.
5. The value of the project and the value of the candidate's contribution to the work.

(g) Full details of any sub-contracting proposed with the references of the sub-contractors.

(h) Each application shall be accompanied by a banker's draft in respect of the relevant contract as follows:

Contract No.	Amount in Kenya shillings	or of an amount equivalent to European units of account
TRDA 1	3 000	325
TRDA 2	750	83
TRDA 3	1 100	122
TRDA 4	1 100	122
TRDA 5	750	83

The banker's draft(s) shall be made out in favour of Tana River Development Authority, Nairobi.

The draft will be returned to unsuccessful candidates. In the case of successful candidates, it will be cashed as payment for the issue of those tender documents which shall be completed and returned by the tenderer. Applicants should state the number of additional copies of the tender documents they will require for their own purposes; these will be charged at the above rates.

**X. Closing date for submission of applications for the prequalification**

Applications for the prequalification must reach the address set out in VIII above by 15th February, 1977, 12.00 hours Greenwich Mean Time, at the latest.

**XI. Examination of applications for prequalification**

Applications will be examined by a committee appointed by the Tana River Development Authority and meeting in Nairobi.

Candidates may not appeal against the decisions of this committee.

The representatives of the funding organizations may attend the committee's meetings.

Candidates will be informed individually of the results of their application.

**XII. Firms selected**

Any alteration in the composition of a prequalified group of firms may entail the exclusion of the entire group from participation in the invitation to tender.

Firms forming part of a group will not therefore be prequalified in their capacity as individual firms, but solely as members of the approved group. Thus, a firm forming part of a group that has been prequalified cannot take part alone or with other approved firms or groups in the restricted invitation to tender.

However, approved groups of firms or firms that have applied individually and have been approved as such may form associations among themselves with a view to submitting joint tenders.

Firms forming part of a prequalified group must submit their tender as a legally constituted group.

**XIII. Restricted invitation to tender**

Prequalified contractors will be informed of the date and time at which the tender documents will be made available for collection from the office of the Tana River Development Authority or their Consultants. A minimum of three months will be allowed for the preparation of tender.

**XIV. Visit to site—Information meeting**

As part of the restricted invitation to tender, Tana River Development Authority will organize a visit to the site followed by an information meeting at which it is highly desirable that prequalified candidates should attend (at their own expense).

The letter of instructions which will accompany the tender documents will give all details about the date, programme and material arrangements for the site visit and information meeting.

**XV. Language**

Applications for prequalification should be drawn up in English (with the exception of company references, which may be supplied in their original language).

In general, only the English language will be used in all correspondence relating to the prequalification procedure, the restricted invitation to tender and the execution of the work.

**GAZETTE NOTICE No. 3686****CAREERS IN THE UNITED NATIONS SECRETARIAT**

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

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

**1. Law of the Sea Officer**

Vacancy No.—76-207-NY.

Salary scale.—From \$US 15,875 net depending on qualifications.

Duty station.—New York.

Entry on duty.—March 1977 or earlier.

Applications deadline.—7th January, 1977.

Qualifications.—Advanced university degree in marine geology or oceanography plus two years' experience in political or economic aspects of marine affairs. A higher level degree (Ph.D. or equivalent) may be accepted as qualifying without relevant work experience. Candidates with a first level university degree and at least four years of exceptionally relevant professional experience may be considered. Demonstrated knowledge of law of the sea issues. Fluency in English or French; knowledge of another language desirable.

**2. Economic Affairs Officer**

Vacancy No.—76-210-GC.

Salary scale.—From \$US 24,565 net depending on qualifications.

Duty station.—Geneva.

*Entry on duty.*—March 1977 or earlier.

*Applications deadline.*—7th January, 1977.

*Qualifications.*—Advanced university degree with five years' experience in the field of inland water transport. A higher level degree (Ph.D. or equivalent) may be substituted for two years' professional experience. Candidates with a first level university degree and at least seven years of experience may be considered. Fluency in English or French; knowledge of the other or Russian.

### 3. Auditor

*Vacancy No.*—76-213-NY.

*Salary scale.*—From \$US 15,875 net depending on qualifications.

*Duty station.*—New York.

*Entry on duty.*—March 1977 or earlier.

*Applications deadline.*—14th January, 1977.

*Qualifications.*—Advanced university degree or equivalent professional qualifications in accounting with two years' professional experience in auditing and accounting. Candidates with a first level university degree and at least four years of exceptionally relevant professional experience may be considered. Experience in Governmental budgetary procedures and accounting desirable. Fluency in English or French; working knowledge of the other or of Spanish or Russian desirable.

### 4. Economic Affairs Officer

*Vacancy No.*—76-214-BA.

*Salary scale.*—From \$US 19,570 net depending on qualifications.

*Duty station.*—Bangkok.

*Entry on duty.*—March 1977 or earlier.

*Applications deadline.*—14th January, 1977.

*Qualifications.*—Advanced university degree in Engineering plus eight years' experience in highway engineering planning and execution of highway projects. A higher level degree (Ph.D. or equivalent) may be substituted for two years professional experience. Candidates with first level university degree and at least ten years of experience may be considered. Experience in operation and management of road transport and knowledge of traffic engineering practices an asset. Fluency in English or French. Working knowledge of other United Nations languages an advantage.

GAZETTE NOTICE No. 3687

## THE COURT OF APPEAL FOR EAST AFRICA

### CHRISTMAS VACATION 1976

THE Christmas Vacation will commence on the 18th December, 1976, and will terminate on the 9th January, 1977.

During the vacation the Registry of the Court will be open to the public from 9 a.m. to noon on all week-days except Public Holidays. A judge will be in attendance for the disposal of any urgent business.

Nairobi,  
9th December, 1976.

P. K. O. SHAYO,  
Acting Registrar.

GAZETTE NOTICE No. 3688

## HIGH COURT OF KENYA

### CHRISTMAS VACATION—1976

THE Christmas Vacation of the High Court, other than Coast Province shall commence on Tuesday the 21st December, 1976 and terminate on the 6th January, 1977, both dates inclusive.

The Christmas Vacation of the High Court in the Coast Province shall commence on Tuesday the 21st December, 1976 and terminate on the 4th February, 1977 both dates inclusive.

During this period the trial of criminal cases and the hearing of criminal appeals will take place as usual.

A Judge will hear urgent civil matters, if admitted to hearing on application made in accordance with the Rules of Court.

During the vacation the offices of the High Court, elsewhere than at Mombasa, shall be open to the public from 8.45 a.m. to 12 noon on all week days other than public holidays.

During the vacation the offices of the High Court at Mombasa shall be open to the public from 8 a.m. to 11.45 a.m. on all week days other than public holidays.

All courts shall be closed on public holidays.

The courts and offices of the Senior Resident Magistrates, Resident Magistrates, Kadhis and District Magistrates will be open during the usual hours for Government Departments in each province.

Criminal cases in all the subordinate courts will be heard as usual. Civil Suits and Civil Matters of an urgent nature or those in which advocates are not engaged may also be heard in these courts if convenient.

M. F. PATEL,  
Senior Deputy Registrar,  
High Court of Kenya, Nairobi.  
Nairobi,  
9th December, 1976.

GAZETTE NOTICE No. 3689

## IN THE HIGH COURT OF KENYA AT ELDORET

### CRIMINAL AND CIVIL CAUSE LIST FOR THE MONTH OF DECEMBER, 1976

Before the Hon. Mr. Justice J. O. Nyarangi

On Tuesday, 28th December, 1976, in Court at 9.00 a.m.

### For Criminal Hearing:

Cr. C. No. 22/76 Republic v. Jeremiah Nyaga s/o Njuguna.

On Wednesday, 29th December, 1976, in Chambers at 9.00 a.m.

### For Mention:

C.C. No. 207/74 Wanjohi Kariuki v. Cheruiyot Arap Sitienei and another.

C.C. No. 204/74 Kotut Arap Kinagong v. Komen Arap Chebet.

### For Chamber Summons:

C.C. No. 228/75 Johana K. Mutai v. Asumani Muri.

C.C. No. 229/76 John Kendagor v. Ranjit Singh Lochan.

### For Notice of Motion:

C.C. No. 193/76 Oyoo Dry Fish Co. v. Mace International Ltd.

### In Court for Civil Hearing Thereafter: (Part-heard)

C.C. No. 137/73 David Kabiru and another v. Ibrahim Wangereka.

### For Criminal Hearing Thereafter: (Part-heard)

Cr.C. No. 22/76 Republic v. Jeremiah Nyaga s/o Njuguna.

On Thursday, 30th December, 1976, in Court at 9.00 a.m.

### For Criminal Hearing: (Part-heard):

Cr.C. No. 22/76 Republic v. Jeremiah Nyaga s/o Njuguna.

E. FARAGON,  
Deputy Registrar,  
High Court of Kenya,  
Eldoret,  
7th December, 1976.

GAZETTE NOTICE NO. 3690

## THE GOVERNMENT LANDS ACT

(Cap. 280)

## NGERENYI SETTLEMENT SCHEME

## NGERENYI No. 2 (VILLAGE CENTRE)

THE Commissioner of Lands invites applications for the plots described in the schedule here below, which are available for direct alienation.

2. The plan of the plots may be inspected at the Public Map Office, situated in the Lands Department Building, City Square, Nairobi or purchased therefrom at Sh. 4 per copy, post free.

3. Applications should be submitted to the Commissioner of Lands through the District Commissioner, Kilifi stating the plot required, but not direct to the Commissioner of Lands.

4. Applications must be submitted so as to reach the District Commissioner, Kilifi, not later than noon on Friday, 21st January, 1977.

5. Applicants must enclose money or postal orders for Sh. 1,000 as deposit which will be dealt with as follows:—

- (a) credited to a successful applicant;
- (b) refunded to an unsuccessful applicant;
- (c) forfeited if a successful applicant fails to accept formally an offer of a plot made to him within the stipulated time, and the applicant who fails to take such offer within the prescribed time, shall have no further claim thereto.

*General Conditions*

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

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

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

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

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

*Special Conditions*

1. 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 disposing 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 plans drawings elevations and specifications as amended (if such be the case) by the Commissioner provided that notwithstanding anything to the contrary contained in or implied by the Government Lands Act if default shall be made in the performance or observance of any of the requirements of this condition it shall be lawful for the Commissioner of Lands or any person authorized by him on behalf of the President to re-enter into and upon

the Lands or any part thereof in the name of the whole and thereupon the term hereby created shall cease but without prejudice to any right of action or remedy of the President or the Commissioner of Lands in respect of any antecedent breach of any condition herein contained.

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

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

(i) Provided further that if such notice as aforesaid shall be given 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

(ii) 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. For user see schedules.

6. The buildings shall not cover more than 75 per centum of the area of land if used for shops and/or office purposes or such lesser area as may be laid down by the Local Authority in its by-laws and not more than 50 per centum of the area of the land if used for the combined purposes of shops offices and flats or such lesser area as may be laid down by the Local Authority in its by-laws.

7. The land shall not be used for any purposes 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 or any buildings thereon except with the prior consent in writing of the Commissioner of Lands. No application for such consent (except in respect of a loan required for building purposes) will be considered until special condition No. 2 has been performed provided that such consent shall not be required for the letting of individual shops offices or flats.

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

11. The Grantee shall from time to time pay to the 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 such construction as the Commissioner may assess.

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

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

15. The Commissioner of Lands reserves the right to revise the annual ground rental payable hereunder after the expiration of the thirty-third and sixty-sixth years of the term hereby granted. Such rental will be at the rate of 4 per cent of the unimproved freehold value of land as assessed by the Commissioner of Lands.

## SHOPS AND/OR OFFICES COMBINED WITH RESIDENCE

## SCHEDULE

Section No.	Plot No.	Area Ha. (Approx.)	Stand Premium Sh.	Annual Rent Sh.	Road Charges (Initial Contribution)	Survey Fees Sh.	Capital Value
ZONE 5 <sub>3</sub>	6	0.0464	2,320	464	On demand	460	
	7	"	2,320	464	"	460	
	8	"	2,320	464	"	460	
	9	"	2,320	464	"	460	
	10	"	2,320	464	"	460	
	11	"	2,320	464	"	460	
	12	"	2,320	464	"	460	
	13	"	2,320	464	"	460	
	14	"	2,320	464	"	460	
	15	0.0464	2,320	464	"	460	
	16	"	2,320	464	"	460	
	17	"	2,320	464	"	460	
	18	"	2,320	464	"	460	
	19	"	2,320	464	"	460	
ZONE 5 <sub>1</sub>	20	"	2,320	464	"	460	
	21	"	2,320	464	"	460	
	22	"	2,320	464	"	460	
	23	"	2,320	464	"	460	
	24	"	2,320	464	"	460	
	25	"	2,320	464	"	460	
	26	"	2,320	464	"	460	
	27	"	2,320	464	"	460	
	28	"	2,320	464	"	460	

## RESIDENTIAL PURPOSES (I PD4)—(1 PRIVATE DWELLING HOUSE)

Section No.	Plot No.	Area Ha. (Approx.)	Stand Premium Sh.	Annual Rent Sh.	Road Charges (Initial Contribution)	Survey Fees Sh.	Capital Value
ZONE 0	1	0.0728	2,200	440	On demand	460	
	2	0.0464	1,400	280	"	460	
	3	"	1,400	280	"	460	
	4	"	1,400	280	"	460	
	5	"	1,400	280	"	460	
	6	"	1,400	280	"	460	
	7	"	1,400	280	"	460	
	8	"	1,400	280	"	460	
	9	"	1,400	280	"	460	
	10	0.0566	1,660	332	"	460	
	11	0.0464	1,400	280	"	460	
	12	"	1,400	280	"	460	
	13	"	1,400	280	"	460	
	14	"	1,400	280	"	460	
	15	"	1,400	280	"	460	
	16	"	1,400	280	"	460	
	17	"	1,400	280	"	460	
	18	"	1,400	280	"	460	
	19	"	1,400	280	"	460	

## GAZETTE NOTICE No. 3691

## THE REGISTERED LAND ACT

(Cap. 300, section 35)

## ISSUE OF A NEW CERTIFICATE

WHEREAS Samuel Kagombe Mwaura (ID/65197/NBI) of P.O. Box 1351, Thika in the Republic of Kenya is registered as proprietor in absolute ownership interest of that piece of land containing 1.16 hectares or thereabout situated in the District of Kiambu known as Parcel No. Ngenda/Karuri/70 and whereas sufficient evidence has been adduced to show that the Land Certificate issued thereof has been lost. Notice is hereby given that after the expiration of sixty (60) days from the date hereof I shall issue a new Land Certificate provided that no objection has been received within that period.

Dated this 7th day of December, 1976.

MARY W. KIARIE,  
Land Registrar,  
Kiambu.

## GAZETTE NOTICE No. 3692

## THE REGISTERED LAND ACT

(Cap. 300, section 35)

## ISSUE OF A NEW CERTIFICATE

WHEREAS Njeri Kinungi of Nyaga Sublocation, Githunguri Location in the Republic of Kenya, is registered as a proprietor in absolute ownership interest of that town plot containing 0.076 hectares or thereabout situated in the District of Kiambu known as Githunguri/Nyaga/T.237 and whereas sufficient evidence has been adduced to show that the Land Certificate issued thereof has been lost. Notice is hereby given that after the expiration of sixty (60) days from the date hereof I shall issue a new Land Certificate provided that no objection has been received within that period.

Dated this 6th day of November, 1976.

MARY W. KIARIE,  
Land Registrar,  
Kiambu.



## GAZETTE NOTICE No. 3571

## THE REGISTERED LAND ACT

(Cap. 300)

## MACHAKOS TOWNSHIP PLOTS FOR (a) SHOPS, OFFICES AND FLATS (EXCLUDING THE SALE OF PETROL) (b) RESIDENTIAL PURPOSES

THE Commissioner of Lands on behalf of the Masaku County Council gives notice that plots in Machakos Township as described in the Schedule hereto, are available for alienation and applications are invited for direct grant of the plots.

2. A plan of the plots may be seen at the office of the Masaku Town Council.

3. Applications should be submitted to the Clerk of the Council, P.O. Box 262, Machakos. Applications must be sent so as to reach the Clerk of the Council not later than noon on 4th January, 1977.

4. Applicants must enclose with their applications a sum of Sh. 1,000 in cash or send a postal order, money order or banker's order made payable to Town Council as deposit which will be dealt with as follows:—

(a) If the applicant is offered and takes up and pays for the plot within a period of 14 days, as required in paragraph 5 below, the deposit will be credited to him.

(b) If the application is unsuccessful, the applicant's deposit will be refunded 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 below, the Commissioner of Lands may declare the deposit forfeited and the applicant shall have no further claim thereto.

5. The allottee shall pay to the Masaku Town Council within 14 days of notification that his application has been approved the assessed stand premium and proportion of annual rent, together with the fees payable in respect of the preparation and registration of the lease and the stamp duty. In default of payment within the specified time, the Commissioner of Lands or the Town Council may cancel the allocation and the applicant shall have no further claim to the lease of the plot.

## General Conditions

1. The grant will be made under Registered Land Act (Cap. 300). The term of the lease will be 99 years from the first day of the month following the notification of the approval of the lease.

## 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 local authority. The lessor shall not give his approval unless he is satisfied that the proposals are such as to develop the land adequately and satisfactorily.

2. The lessee shall within six months of the commencement of the term submit in triplicate to the local authority plans (including block plans showing the position 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 lessee 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 lessor:

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 lessor or any person authorized by him on behalf of the County Council to re-enter into and upon the land and the term hereby created shall cease but without prejudice to any right of action or remedy of the County Council or the Commissioner in respect of any antecedent breach of any condition herein contained.

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

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

Provided further that if such notice as aforesaid shall be given (1) within 12 months of the commencement of the term, the County Council shall refund to the lessee 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 County Council shall refund to the lessee 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. Users see schedule (a) and (b).

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

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

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

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

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

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

12. The lessee 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.

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

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

## SCHEDULE "A"

## SHOPS, OFFICES AND FLATS (EXCLUDING THE SALE OF PETROL)

## MACHAKOS

L.R. No.	Area Hectares	Stand Premium Sh.	Annual Rent Sh.	Road Charges Sh.	Survey Fees Sh.
Machakos Town/Block					
II/427	0-0557	3,340	668	—	425
428	0-0511	3,000	600	—	425
429	0-0437	2,600	520	—	425
430	0-0677	4,000	800	4	425
431	0-0677	4,000	800	—	425
432	0-0750	4,500	900	—	425
433	0-0418	2,500	500	—	425
434	0-0418	2,500	500	4	425
435	0-0446	2,660	532	—	425
437	0-0446	2,660	532	—	425
436	0-0446	2,660	532	—	425
438	0-0465	2,800	560	—	425
439	0-0465	2,800	560	—	425
440	0-0465	2,800	560	—	425
441	0-0669	4,000	800	—	425
394	0-0251	1,600	320	—	425
395	0-0251	1,600	320	—	425
396	0-0251	1,600	320	—	425
397	0-0251	1,600	320	—	425
398	0-0502	3,000	600	—	425
399	0-0502	3,000	600	—	425



## SCHEDULE "B"

## ONE PRIVATE DWELLING HOUSE EXCLUDING A GUEST HOUSE

L.R. No.	Area Hectares	Stand Premium Sh.	Annual Rent Sh.	Road Charges Sh.	Survey Fees Sh.
Machakos Town/Block					
1/284	0.4077	3,260	652	—	425
285	0.4077	3,260	652	—	425
286	0.4077	3,260	652	—	425
287	0.4312	3,400	680	—	425
288	0.4338	3,500	700	—	425
289	0.4715	3,800	760	—	425
290	0.4043	3,920	784	—	425
291	0.4043	3,200	640	—	425
292	0.4043	3,200	640	—	425
187	0.0186	440	88	—	425
189	0.0186	440	88	—	425
188	0.0186	440	88	—	425

GAZETTE NOTICE No. 3693

## THE REGISTERED LAND ACT

(Cap. 300, section 35)

## ISSUE OF A NEW CERTIFICATE

WHEREAS Peter Muchira Mutaro of Kimbimbi Market, P.O. Box 80, Kerugoya in the Republic of Kenya is registered as proprietor in absolute ownership interest of all that piece of land containing 4.05 hectares or thereabouts situated in the District of Kirinyaga registered under Parcel No. Ngariama/Lower-Ngariama/447, and whereas sufficient evidence has been adduced to show that the Land Certificate issued thereof has been lost. Notice is hereby given that after the expiration of sixty (60) days from the date hereof I shall issue a new Land Certificate provided that no objection has been received within that period.

Dated this 22nd day of November, 1976.

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

GAZETTE NOTICE No. 3694

## THE REGISTERED LAND ACT

(Cap. 300, section 35)

## ISSUE OF A NEW CERTIFICATE

WHEREAS Kibuchi Nguru of P.O. Box 63, Kerugoya in the Republic of Kenya is registered as proprietor in absolute ownership interest of all that piece of land containing 0.85 hectares or thereabouts situated in the District of Kirinyaga registered under Parcel No. Mwerua/Kiandai/472, and whereas sufficient evidence has been adduced to show that the Land Certificate issued thereof has been lost. Notice is hereby given that after the expiration of sixty (60) days from the date hereof I shall issue a new Land Certificate provided that no objection has been received within that period.

Dated this 22nd day of November, 1976.

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

GAZETTE NOTICE No. 3695

## THE REGISTERED LAND ACT

(Cap. 300, section 35)

## ISSUE OF A NEW CERTIFICATE

WHEREAS Rukunga Kiriko of Nkuene Location in the Republic of Kenya, is registered as proprietor in absolute ownership interest of that piece of land containing 2.708 hectares or thereabouts situated in the District of Meru registered under Title No. Nkuene/Ukuu/343, and whereas sufficient evidence has been adduced to show that the Land Certificate issued thereof has been lost. Notice is hereby given that after expiration of sixty (60) days from the date hereof I shall issue a new Land Certificate provided that no objection has been received within that period.

Dated this 1st day of December, 1976.

W. MUCHEMI,  
Land Registrar,  
Meru District.

GAZETTE NOTICE No. 3696

## THE REGISTERED LAND ACT

(Cap. 300, section 35)

## ISSUE OF A NEW CERTIFICATE

WHEREAS John Fanuel Rafimbi of Shinamwenyuli in the Republic of Kenya, is registered as proprietor in absolute ownership interest of all that piece of land containing 9.0 acres thereabouts situated in the District of Kakamega known as Parcel No. Marama/Shinamwenyuli/1123 registered under Title No. Marama/Shinamwenyuli/1123, and whereas sufficient evidence has been adduced to show that the Land Certificate issued thereof has been lost. Notice is hereby given that after the expiration of sixty (60) days from the date hereof I shall issue a new Land Certificate provided that no objection has been received within that period.

Dated this 26th day of November, 1976.

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

GAZETTE NOTICE No. 3697

## THE REGISTERED LAND ACT

(Cap. 300, section 35)

## ISSUE OF NEW CERTIFICATE

WHEREAS Adede Olero of Siaya in the Republic of Kenya is the registered proprietor in absolute ownership interest of all that piece of land containing 1.2 hectares thereabouts situated in the District of Siaya known as Parcel No. 641 registered under Title No. North Gem/Asayi/641, and whereas sufficient evidence has been adduced to show that the Land Certificate issued has been lost.

Notice is hereby given that after the expiration of sixty (60) days from the date thereof, I shall issue new Land Certificate provided that no objection has been received within that period.

Dated this 4th day of December, 1976.

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

GAZETTE NOTICE No. 3698

## EAST AFRICAN COMMUNITY

## EAST AFRICAN CUSTOMS AND EXCISE DEPARTMENT, MOMBASA

NOTICE is hereby given that the undermentioned goods will be sold by Public Auction in the Customs Warehouse, Kilindini on the 15th and 17th January, 1977 if not cleared before then:—

P. M. MULILI,  
Chief Collector of Customs and Excise Department,  
Mombasa.

## UNENTERED GOODS LYING IN THE CUSTOMS WAREHOUSE FOR OVER TWO MONTHS

W.E.K. No. and Date	Ship's Name	Date	Marks and Numbers	Description of Goods
244/20-9-76 47-191	Ujamaa .. ..	18-7-76	Ciba Geigy K.S.C.C. Nairobi via Mombasa.	16 cartons chemicals.
242/30-8-76 47-189	Harambee .. ..	11-6-76	NIL NIL Marks .. .. .	3 cartons chemicals. 4 bundles motor vehicle tyres; 1 unpacked wheel barrow.
214/20-9-76 47-159	Sea Dolphin .. ..	6-7-75	NIL Marks .. .. . NIL Marks .. .. . D and Co. Mombasa No. 256-305 ..	1 carton empty bottles. 2 cases kitchenware. 1 carton mugs.
204/20-9-76 47-148	Benefactor .. ..	3-7-76	NIL Marks .. .. . Continental Autom Nairobi via Mombasa 1077/76.	1 bale towels. 1 case measuring tools.
361/27-10-75 46-98	Taveta .. ..	19-6-76	Mulanda Ajanta Nairobi via Mombasa No. 45/50 Made in England. NIL .. .. .	6 bales carpets. 1 bale secondhand clothing.
243/30-8-76 47-190	Thorstream .. ..	11-6-76	Mrs. Joan Dyer Kibogora Hospital BP 31 Cyangugu Rwanda via Port of Mombasa Nos. 1/5.	5 tea chests mixed items.
236/20-9-76 47-181	Vladimir Ilyich .. ..	22-7-76	Industrial Hardware Nairobi via Mombasa No. 1/2.	2 cartons lawn mower parts.
144/26-7-76 47-89	Altavia .. ..	12-4-76	NIL .. .. .	1 carton cooking oil.
206/26-7-76 47-150	Island Engineer .. ..	8-5-76	H.M.S.O. 3779 x 1928 Consular Section British High Commission 10/12 Parliament Avenue Kampala Uganda.	1 case machinery parts.
231/30-8-76	Rudolf Diesel .. ..	25-6-76	Contract No. 433028 Supplement No. 1 C/R/S Government of Uganda Ministry of Defence (Magamaga) P.O. Box 1348 Jinja.	9 cases heavy truck spares.
140/26-4-76 47-85	Clivia .. ..	26-2-76	KGC KGC 15086 (3rd) Mombasa -/-/1	1 case plastic buckets.
229/20-9-76 47-171	Uganda .. ..	28-7-76	Nilor Mateurose Duty Free Ne. 76 Naafi Eastleigh.	9 cartons wine; 5 cartons whisky.
249/2-11-76 47-169	EC 901 .. ..	6-10-76	-/-/ 094-70680142 .. .. .	1 package personal effects.
248/11-10-76 47-169	Ec 905 .. ..	13-9-76	-/-/ 191-15581 .. .. .	1 package machinery spare parts.
247/29-10-76 47-169	Ec 663 .. ..	3-10-76	-/-/ 085-15782970 .. .. .	1 package gambling machine.
246/12-11-76 47-169	Ec 603 .. ..	16-10-76	-/-/ 094-71548783 .. .. .	1 package laundry machine spares.
245/9-11-76 47-169	Ec 907 .. ..	13-10-76	-/-/ 055-32372373 .. .. .	1 package machinery parts.
138/25-8-75 45-79	Gulf Merchant .. ..	19-3-75	NIL .. .. . NIL .. .. .	13 bundles tent pitching pegs. 2 p/drums chemicals; 6 loose pieces machinery parts; 2 bales paper.
218/20-9-76 47-182	Strathirvine .. ..	5-7-76	CWC/4/33/11 .. .. .	11 cans chemicals.
237/30-8-76 47-183	Gulf Farmer .. ..	26-6-76	Cathwel .. .. .	9 bags wheat flour.
218/29-9-76 47-183	Strathirvine .. ..	5-7-76	Patel Garage (K) Ltd., 31056 P.O. Box 73294, Nairobi via Mombasa.	1 case motor vehicle dynamos.
236/20-9-76 47-181	Vladimir Ilyich .. ..	22-7-76	NIL Marks .. .. .	1 carton steel files; 1 case machinery part.
122/26-7-76	Semipalatinsk .. ..	24-5-76	55/064 27200-00195 .. .. . NIL .. .. .	2 crates tractor parts; 2 cases tractor parts. 2 bundles steel rods; 1 bundle steel rods; 1 bundle machinery parts.
252/30-8-76 48-3	Clan Graham .. ..	28-6-76	B.T.L. Thika via Mombasa 101 .. .. . NIL .. .. .	1 box chemicals. 3 cartons kitchenware; 1 case locks.
102/26-7-76 47-54	Dolinsk .. ..	31-5-76	Lakhanski Nairobi via Mombasa .. .. .	1 pallet foodstuff.
205/20-9-76 47-148	Straat Rio .. ..	10-7-76	Mec Nairobi via Mombasa No. 1-12 Made in Japan.	12 cartons pvc insulating tapes.
220/20-9-76 47-106	Clan Macnab .. ..	27-7-76	ILO/TF/SUD Malakal/via Mombasa O/No. 2040/OP.	2 loose anvil blocks.
217/30-8-76 47-167	C. Maclean .. ..	15-6-76	CWC/H/34/15 .. .. .	15 empty cylinders.
251/26-7-76 48-2	Ashdod .. ..	5-4-76	Pan African Paper Mills (EA) Ltd., P.O. Webuye via Mombasa Kenya or NIL.	5 p/drums chemicals.
160/22-10-74 45-111	Inverbank .. ..	1-8-74	Industrial KSE 126 Mombasa .. .. .	7 cases industrial belts.
250/25-10-76 48-1	Nikolay Tulpin .. ..	17-8-76	UBL Kampala via Mombasa .. .. .	30 bags malt.
88/31-5-76 47-129	Straathloyal .. ..	12-3-76	Dominion 41496 Nairobi via Mombasa .. .. .	1 carton cough syrup.
395/26-5-75 45-40	Karanja .. ..	29-12-74	Vijema-Flu EAOL Nairobi via Mombasa.	31 bags chemicals.
356/1-2-75 46-180	Talana .. ..	10-7-75	NIL Mark .. .. .	19 cartons lamp fittings.

## UNENTERED GOODS LYING IN THE CUSTOMS WAREHOUSE FOR OVER TWO MONTHS—(Contd.)

W.E.K. No. and Date	Ship's Name	Date	Marks and Numbers	Description of Goods
163/1-12-75 46-10	Hendrik .. ..	10-8-75	Basf Hoechst PR 0038 Nairobi via Mombasa 3020D 8489612.	6 personal bags chemicals.
254/20-9-76 48-5	Korshamn .. ..	23-7-76	NIL or Genuine Gestetner Products	4 cartons polyster deep fillers.
253/30-8-76 48-4	Ocean Happiness ..	16-6-76	Uganda Industrial Machinery Ltd. Kla A/C Steel Wool Ltd., Kampala/Uganda via Mombasa 4367-R.1.	1 case industrial mahinery spare parts.
			Rose Mombasa 120-144 or NIL ..	1 carton plastic cap .
			Kamyn DK 02 Mombasa No. 201-205 DPL PT 890 Mombasa MS. . . . .	2 cartons thread.
			L264 Mombasa	1 carton motor vehicle oil filters.
			H. Juchmes BP16 ARU PAR Bumia	1 case machinery parts.
			Haut Zaire Rep of Zaire Msa Lapara	1 case machinery parts.
			ARU West Nile.	
41/29-3-76 46-185	Hellen .. ..	12-1-76	Giffillan Co. Ltd., P.O. Box 30044 Doncaster Road Nairobi Kenya for M/s Maritime Mombasa Kenya.	1 case machinery parts.

## UNCLAIMED GOODS LYING IN THE CUSTOMS WAREHOUSE FOR OVER TWO MONTHS

Consecutive No.	Ship's Name	Owner	Description of Goods
Q.99/5-11-76	Exhibits from Port Police .. ..	Exhibit Nos. 160/76, 176/76, 168/76, 172/76, 161/76, 163/76, 173/76, 139/76, 158/76, 130/76, 141/76, 175/76, 170/76, 177/76, 162/76, 135/76, 142/76, 131/76, 167/76, 174/76.	1 camera; 3 pieces cloth; 7 padlocks; 2 pieces cloth; 1 jacket; 2 sheets; 1 vest; 1 under-pant; 1 jacket; 2 baby pullovers; 1 skirt; 1 blouse; 1 dress; 8 pieces soap; 2 odd shoes; 1 piece cloth; 1 secondhand shirt; 4 secondhand shirt; 17 pairs sandal parts; 7 shirts; 4 shirts; 2 sweaters; 1 long trousers; 2 pairs brassiers; 1 t/shirt; 13 shirts; 1 pair ladies shoes; 3 ladies dress; 4 t/shirts; 2 sport shirts; 1 ladies skirt; 1 pullover; 1 tie; 1 pillow case; 3 shirts; 1 ladies dress; 1 overall.
Q.100/10-11-76	Exhibits from Port Police .. ..	L and F Nos. 13/76, 30/76, 36/76, 36/76.	1 bicycle; 1 piece cloth; 1 bedsheet; 3 packets maxcum pomade; 1 carton hair cream; 5 packets compact powder; 1 packet toilet soap; 2 packets maxam pomade; 1 packet shaving cream; 1 set decoration light; 1 packet ballon; 4 cartons crockery.
Q.101/17-11-76	Unknown .. ..	NIL .. ..	1 carton lubricating oil; 1 carton chemicals; 1 parcel iron foils; 1 roll advertising material; 1 bag bicycle spares; 2 bundles bicycle rims; 1 carton electric fittings
Q.120/17-11-76	Vishva Tirth .. ..	NIL .. ..	3 cases rose syrup; 1 bundle hose pipes; 1 case chemicals; 1 carton tinned food; 1 bale tarpaulins; 1 case water taps; 1 bale paraffin lamp wicks; 1 tyre; 4 bundles ropes; 1 case foodstuff.
Q.104/18-11-76	Ujamaa .. ..	NIL .. ..	8 pieces bedcovers; 1 lot steel bangles; 6 pieces used utensils; 1 piece leather belt; 7 pieces secondhand clothing; 1 piece brassware; 5 pieces motor vehicle spares; 1 piece handbag; 1 bundle plough parts.
Q.105/18-11-76	Unknown .. ..	Coates Nbi. Msa. . . . . G.F. Nbi. via Msa. . . . . Supermarket Nbi. (K) . . . . . Duty Free Naafi Eastleigh via Msa. . . . . NH 74 Naafi Eastleigh via Msa. . . . . 11/13155. KCL 3071 Msa. . . . . H.T.C. AD. Material Nbi via Msa. . . . . KML A 1168/A 1170 Kassese A 1174 via Msa. . . . . KML A 1162 Kasese via Msa. . . . . K.H. and Co. Nrb. via Msa. 07-3194 Med. Stores Entebbe via Msa. Ind. C/R 4/312. Can 10410 NC 74 Naafi Eastleigh via Msa. . . . . NIL .. .. P.V.P. Naivasha (Msa.) K. . . . . NIL .. .. NIL .. ..	11 pieces clothing material; 1 lot candles; 1 lot books; 1 bundles carpentry tools. 1 case chemicals. 1 carton lemon barley. 1 carton trays. 1 carton pepper sauce. 8 cartons fairy snowfar washing napkins. 1 coil wire. 1 tea chest calendars. 4 bundles belt. 1 bundle knitted cloth. 1 bundle spriti stain powder. 1 f/drum aspirin.
Q.106/19-11-76	Unknown .. ..	Can 10410 NC 74 Naafi Eastleigh via Msa. . . . . NIL .. .. P.V.P. Naivasha (Msa.) K. . . . . NIL .. .. NIL .. .. E.A. External Tel. Co. Ltd., Box 80160, Msa. . . . . NIL .. ..	1 case after shave lotion. 2 reels paper. 3 bales glass fibre. 5 bales secondhand clothing. 28 bundles hard board; 8 bundles soft boar 13 bags hardware. 1 carton electric fittings. 1 pallet butyle Esso rubber; 64 bundles raw rubber; 6 bags plastic mouldings; 3 reels paper; 12 rolls tetrapak paper; 3 cartons porcelainware; 1 carton napisan; 2 bags hardware; 1 carton napisan; 1 carton glass baby feeder bottle.

## UNCLAIMED GOODS LYING IN THE CUSTOMS WAREHOUSE FOR OVER TWO MONTHS—(Contd.)

Consecutive No.	Ship's Name	Owner	Description of Goods
Q.107/24-11-76	Shirabank	E.A. Oxygen Msa. (K) BI/2034 ... St. Thomas Aquinas Seminary, Nbi. via Msa.	1 case machinery parts. 1 case personal effects.
		Gestetner Msa. BI ... .. E.A.M. Co. 2250 Msa. ... ..	1 tea chest Gestetner machinery parts. 1 reel paper.
		Benalco 7334/2285 Kigali Rwanda in Transit via Msa.	4 cartons mixed items.
		Duty Free N.J. 7 S Naafi Eastleigh via Msa. No. 114805.	1 carton advertising material.
		NIL	2 pieces combustible tubes; 2 bottles Old Spice shampoo; 1 piece oil can; 1 tin rubbing compound; 2 pieces copper material; 6 bottles lifeguard; 13 gallon lifeguard; 1 bag electric fittings; 5 tins bamboo short; 3 bottles foodstuff; 1 bag provision; 2 tins lemon lime.
	Grand Felicity	NIL	1 bundle table spoons; 2 pieces gents fabrics; 4 pieces ladies fabrics; 1 bundle electric band; 2 pieces rat traps; 1 piece jeans trouser; 1 piece ladies dress; 1 piece masonry; 1 piece masonry spirit level.
	Neddllloyd Kyota	NIL	1 plastic bag personal effects; 2 pieces gents fabrics; 2 pieces motor spares.

## SEIZED CARGO LYING IN CUSTOMS WAREHOUSE FOR OVER TWO MONTHS

Seizure Notice Number and Date	Description of Goods
MIB/52/76 S/N 13359 of 13-11-76.. ..	82 used truck tyres; 1 used car tyre.
MIB/53/76 S/N 13360 of 15-11-76.. ..	15 used truck tyres.
CPS/OFF/28/76 S/N 12845 of 18-11-76 ..	1 carton small Tusker beer.
MA 1/76 of 2-11-76 Police Case No. PCR 1352/76 ..	24 pairs gents leather sandals; 23 pairs ladies sandals.

## BONDED GOODS REMOVED TO THE CUSTOMS WAREHOUSE

Bond No.	Entry and Date	Marks and Numbers	Description of Goods
43	Whg. 182/12-6-74.. ..	UP-0032 Walusimbis Garage Ltd., Uganda Msa. made in Japan C/No. 1	1 case pumps and vehicle parts.
34	Whg. 371/24-3-76.. ..	I K L 116-100 C/No. 1081 Nbi. via Msa. 1-6.	4 drums stainless steel blades.

GAZETTE NOTICE NO. 3699

## THE INDUSTRIAL COURT

CAUSE NO. 50 OF 1976

Parties:—

Kenya Engineering Workers' Union  
and  
Brollo (K) Limited

Issue in dispute:—

Dismissal of Lucas Njagi.

1. The Kenya Engineering Workers' Union shall hereinafter be referred to as the Claimants and Brollo (K) Limited shall hereinafter be referred to as the Responders.

2. The parties were heard in Nairobi on 21st September, and 9th November, 1976, and in addition to relying on their written and verbal submissions called the following witnesses:—

Claimants:—

Lucas Njagi.  
Ibrahim Wanyoike.

Respondents:—

Anthony Githenji.  
Raphael Kisenya.  
Georgio Moretto.

## AWARD

3. The Notification of Dispute Form "A" dated 28th April, 1976, duly signed by the parties was received by the Court on 7th July along with the statutory certificates signed by the Minister for Labour and the Labour Commissioner.

The person involved in this dispute, Mr. L. Njagi, at the time his services were summarily terminated on 1st August, 1975, was the Claimants' chief shopsteward at the Respondents' undertaking. He had started working for the Respondents in 1972 first as a casual labourer and then a crane driver.

He was summarily dismissed with effect from 1st August, 1975, through a letter addressed to him dated 18th August, 1975. Prior to that he had been suspended with effect from 31st July, 1975, as he had failed to give written explanation to the following two charges:—

- that he had allocated to himself some second quality pipes belonging to the Respondents.
- he had been cutting these pipes to size for the fabrication of a baby's cot for his own use during working hours without permission.

The Claimant's General Secretary intervened on his behalf but the Respondents insisted that they would not have any dealings with the Claimants at that stage and required a written explanation from Mr. Njagi. Some time after 11th August, 1975, after an exchange of letters between the Claimants and the Respondents Mr. Njagi forwarded his written explanation to the Respondents vide an undated letter and he replied to the two charges as follows:—

- I did not arrogate to myself second quality pipes belonging to company as stated in your letter under reference.
- The pipes you spoke about belonged to Mr. Ibrahim Wanyoike—who bought them and signed for the invoice for them. His pay was going to be deducted against these pipes he purchased."

The Court would like to record that one Mr. Ibrahim Wanyoike who was associated with Mr. Njagi in this incident resigned from his employment with the Respondents on 19th August, 1975, after he had also been suspended. In his letter of resignation he stated in paragraph 2 as follows:—

"The last the company give me suspending letter concerning Mr. Njagi who was got cutting pipes size without permission where I got involved for I signed what Mr. Njagi have asked permission of."

Prior to Mr. Wanyoike's letter of resignation he had written to the Respondents about this case of Mr. Njagi's suspension on 13th August, 1975, and in that letter which appeared as appendix 5 of the Respondents' memo he stated that Mr. Njagi had suggested to him that they should buy second quality

pipes and make baby cots, one for each of them. These baby cots were to be made at Mr. Wanyoike's private workshop after factory hours. He further stated that Mr. Njagi had told him that the Works Manager and the other people concerned with the sale of second quality material had given him permission but since he had no money he had asked him, i.e. Wanyoike, to sign the voucher for the purchase of these pipes and Mr. Njagi would refund him the money subsequently.

The dispute was investigated by the Ministry of Labour and the following findings and recommendation were conveyed to the parties on 6th April, 1976:—

#### *"Findings"*

Though Mr. Njagi was found in possession of the company's second quality pipes on 25th July, 1975, he had not obtained them illicitly as alleged by the Management. He was, however, wrong in cutting the pipes during his normal working hours without permission. His failure or refusal to respond within the specified time to the Management's request for written explanation was an act bordering on a refusal to heed a lawful demand.

#### *Recommendation*

Though Mr. Njagi was not guilty of illegal possession of the materials, his subsequent actions amounted to gross misconduct and the Management's summary termination of his services was justified."

The Claimants have argued that the Respondents who were suffering from poor and unstable management were in the habit of terminating the services of their shopstewards in the undertaking and that Mr. Njagi was the sixth shopsteward to have lost his employment. They maintained that the second quality materials had been properly obtained from the Respondents by Mr. Wanyoike who had asked Mr. Njagi to assist him in carrying them. They also maintained that he had never cut these pipes during working hours.

The Respondents submitted that he had been sacked for the following reasons:—

- "(a) For abandoning his normal work without permission.
- (b) Allocating to himself company property without authority from Management.
- (c) Engaging in his own work of cutting falsely acquired pipes into sizes for the fabrication of a baby cot during working hours and using company property without permission.
- (d) Knowingly deceiving the Respondents that he had been issued with the pipes by Mr. Moretto when he had not been authorized at all by Mr. Moretto.
- (e) Failing to give an explanation within 48 hours when specifically requested to do so by the Respondents in writing.
- (f) Wilfully absenting himself from work for the whole day on Wednesday, 30th July, 1975, without lawful cause."

The Court would like to dispose of one point at the outset and that is whether the pipes in question had been stolen by Mr. Njagi and/or that they had been allocated to him without authority from the Respondents.

Whatever the background and the motive behind this incident one fact clearly emerges and that is that these pipes had not been stolen by Mr. Njagi. One Mr. Githenji in a written statement on 14th August, 1975, stated as follows:—

"At precisely 12.45 p.m. on the same day, Mr. Wanyoike and Mr. Njagi came to the Sales Counter and requested me to issue a Delivery Note for some second quality material which was weighed. As I had not issued a Requisition Voucher for the material, the transaction (as he did not object). Mr. Iqbal told me to write the Delivery Note as the material was given to Mr. Njagi by Mr. Moretto.

So I wrote the Delivery Note in Mr. Wanyoike's name as requested by Mr. Njagi and agreed by Wanyoike."

The Court is satisfied, in the absence of a clearly laid down procedure in respect of Respondents' employees wanting to purchase second quality materials from them, that although the Works Manager, Mr. G. Moretto, had not given permission to Mr. Njagi or Mr. Wanyoike to buy these pipes they had not been acquired by Mr. Njagi unlawfully.

Mr. Njagi has also been accused of abandoning his normal work without permission and engaging in his own work of cutting falsely acquired pipes into sizes for the fabrication of a baby cot.

On this point Mr. Moretto has given very clear evidence that on 24th July, 1975, he had occasion to look for Mr. Njagi to give him instructions for transportation of materials to a certain section but when he tried to look for him Mr. Njagi was not there and no one knew where he was. In the afternoon at

about 4 p.m. he passed through another section and he heard a machine working in that department. He went to the machine and saw Mr. Njagi cutting pipes and when he asked him who gave him permission to come to that section and cut the pipes Mr. Njagi gave no reply. He asked Mr. Njagi for an explanation but he kept quiet. The next day after lunch the Sales Department had called him to find out if he had given permission to Mr. Njagi and Mr. Wanyoike to take second quality round pipes and he told them that he had not given any such permission. He had then gone out and when he saw the pipes he then realized what Mr. Njagi had been up to. He stated, however, that in the presence of the Personnel Manager and one Mr. Kuria, Mr. Njagi had told them rudely that he, Mr. Moretto, had given him permission to cut the pipes. This of course was untrue according to Mr. Moretto.

In the light of very clear evidence of Mr. Moretto saying that he found Mr. Njagi performing duties which were not part of his official work the Court has no alternative but to find that the Respondents have at least proved this point. The Court cannot accept that Mr. Njagi had cut these pipes during lunch hour as claimed by the Claimants.

The Court having found that the materials in question had not been improperly obtained and that they had been cut by Mr. Njagi for his private use during official working time the Court has now to determine if he deserved a summary termination.

The Court does not attach much importance to the allegation of Mr. Njagi's absence on 30th July, 1975, without lawful cause under the circumstances in which he found himself at that time as he was no doubt in serious consultation with the Claimants who had already intervened on his behalf with the Respondents saying that they wanted an explanation from Mr. Njagi personally. The Respondents had refused to meet the branch secretary of the Claimants.

The letter of termination given to Mr. Njagi states the reason for his termination to be that he had lied to the Sales Department in order to obtain delivery of goods previously cut to size and bundled for his personal use without permission. It is clear that cutting the pipes during the official time has not been given as a reason for his dismissal. It is obvious that the management considered that not to be such a serious offence as to merit a summary dismissal. They were of the view, that if Mr. Njagi was guilty of obtaining these goods in an improper manner then he merited a summary dismissal but the Court finds that the goods were not obtained improperly for the reasons already given.

The Claimants have accused the Respondents of victimizing their shopstewards and put the figure of the shopstewards who have been sacked by the Respondents as high as six. The Respondents denied this by saying that the Claimants were telling lies and that in fact only two shopstewards had been sacked and the third one was a victim of a redundancy exercise. Further the termination of one of the shopstewards was accepted to be proper by the Claimants.

The Court has noted that Mr. Njagi was on occasions asked to cut grass and to push single handed certain trollies loaded with goods.

After a careful consideration of all the submissions the Court finds that Mr. Njagi's offence as proved during the hearing did not warrant a termination; a severe warning would have been proper under the circumstances. The Court therefore finds that Mr. Njagi has suffered a wrongful dismissal.

Having made this finding the Court has now to decide whether Mr. Njagi should be reinstated. Unfortunately for Mr. Njagi his conduct when asked to give an explanation left a lot to be desired. His rude replies to Mr. Moretto and his refusal to give an explanation as demanded by the Respondents clearly show that he was under the impression that he was above discipline by virtue of his being a shopsteward.

In the circumstances the Court has come to the conclusion that Mr. Njagi should be paid four months' salary by way of compensation for the wrongful termination that he has suffered and he should be paid if he is entitled to any terminal benefits in accordance with the collective agreement between the parties.

Given in Nairobi this 7th day of December, 1976.

SAEED R. COCKAR,  
Judge.

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

GAZETTE NOTICE NO. 3700

## THE INDUSTRIAL COURT

CAUSE NO. 65 OF 1976

Parties:—

Kenya Timber & Furniture Workers' Union  
and

Timber Industries Employers Association—Rural Section

Issues in dispute:—

1. Wage increase.
2. Severance pay.
3. Effective date.

1. The Kenya Timber & Furniture Workers' Union shall hereinafter be referred to as the Claimants and the Timber Industries Employers' Association shall hereinafter be referred to as the Respondents.

2. The parties were heard in Nairobi on the 15th day of November, 1976 and relied on their written and verbal submissions.

## AWARD

3. The Notification of Dispute Form "A" dated 27th July, 1976 duly signed by the parties was received by the Court on 19th August, 1976 along with the statutory certificate signed by the Labour Commissioner.

The last collective agreement between the parties came into effect on 1st April, 1974 and expired on 31st March, 1976. This agreement was amended by another agreement to take into consideration certain changes necessitated by the Regulation of Wages (General) Order L.N. 234 of 1974 (now repealed).

On 17th April, 1975 the parties signed a supplementary agreement which was partly intended to remove certain ambiguities that had arisen during the implementation of the aforesaid agreement.

The Claimants forwarded their demands for revising the aforesaid collective agreement on 31st January, 1976 some two months before the expiry date of 31st March, 1976 of the said agreement. Despite this early submission of the proposals, negotiations did not get under way until 6th and 7th April 1976 when the parties met and agreed on a number of items but disagreed on some. At another meeting on 28th April further progress was made and at a third meeting on 14th May, 1976 a deadlock was recorded on wages and effective date.

The parties then went through the conciliation process but could not resolve the issues in dispute.

This dispute affects about 2,600 employees who are engaged by 18 firms who are Respondents' members.

The Claimants demand a 30 per cent wage increase over a two-year period—15 per cent for the first year and a further 15 per cent for the second year. They have based their demand on the increase in the cost of living plus on the submission that the workers in this industry belong to the lowly paid categories and that in accordance with the Guidelines these people qualify for full compensation together with a further increase to bring their wages to a reasonable level.

The Respondents have opposed this demand on the ground that theirs is a rural industry and whereas formerly they had 18 members, three firms had since closed with the result that the employment opportunities have declined. They further stated that one of their prominent members had recorded a loss in the rural section. They also pointed out that whereas there was considerable opportunity for the timber industry to develop its export market they were inhibited from doing so through lack of shipping space available to the Middle East countries.

The Respondents invited the Court to make an award as follows after taking into consideration that they have agreed to increase the price of rations which were given to the workers every month from Sh. 38.50 to Sh. 52:—

"Group 1-11 (a) 12 per cent per annum with effect from the date of the Award and thereafter to 10 per cent for the second year of the Agreement.

Group 11B-IV (a) 9 per cent and 7 per cent respectively.  
Group IV (b) 7 per cent and 6 per cent respectively".

During the hearing both the parties made submissions that one very unfortunate development in this industry was that when a business was Africanized the new owners refused to pay the rates of wages negotiated by the Claimants and one of them had in fact threatened to close down his business if the Claimants insisted on the payment of the rates as stipulated in the collective agreement. The Court was told that one branch of this business had actually closed down. The Court must say that this is not a healthy development and hopes that this represents only one or two cases and is not the general tendency otherwise there is a serious danger that all the good that the trade unions have done for their workers would be undone and the workers' standard of living would go down drastically.

The Court was told that the rural workers working for the Government earned Sh. 300 p.m. and since the workers in this industry work side by side with the Government employees in the forest department the Claimants have pressed that their members should also be placed at the same level.

The cost of living during the relevant period from April, 1975 to August, 1976 has gone up by 17 per cent.

The current basic minimum wages are as follows:—

Group	Sh.
1	136
2a	148
2b	200.50
3a	176
b	180.50
c	205.50
4a	211.50
b	265.50
5	280
6a	300.50
b	375.50

The Court notes that 99 per cent of the employees affected by this dispute are housed by their employers and those who are not housed get Sh. 30 p.m. by way of house allowance. In addition the workers will be entitled to monthly rations to the value of Sh. 52.

After careful consideration of all the submissions the Court awards the following wage increases—

- (i) 15 per cent to all unionisable employees for the first 12 months.
- (ii) A further 12 per cent increase on the resultant wage for the next 12 months.

## 2. Severance pay

The Claimants' demand that the current provision of 12 days' severance pay for each completed year of service should be increased to 15 while the Respondents have resisted this demand on the ground that the Claimants had as recently as 29th September, 1976 signed an agreement with the Timber & Furniture Manufacturers Group (Nyanza and Western Provinces) in which they provided for 12 days severance pay for every completed year of service. Further that their current agreement with the Timber Industry Employers Association, Urban Section signed on 11th April, 1975 also provided for 12 days.

The Court awards that the severance pay should be worked out at the rate of 15 days' pay for each completed year of service.

## 3. Effective date

The Court awards that the effective date of the new agreement should be 1st April, 1976.

Given in Nairobi this 10th day of December, 1976

SAEED R. COCKAR,  
Judge.

F. E. CHOGO,  
Member.

Z. M. ANYIENI,  
Member.

## GAZETTE NOTICE NO. 3701

THE UNITED KINGDOM DESIGNS PROTECTION ACT  
(Cap. 510)

BRITISH REGISTERED DESIGN No. 513275  
BRITISH REGISTERED DESIGN No. 513276  
BRITISH REGISTERED DESIGN No. 513278  
BRITISH REGISTERED DESIGN No. 513279  
BRITISH REGISTERED DESIGN No. 513280

NOTICE is hereby given by our clients, United Textile Industries (Kenya) Limited, a limited liability company incorporated in Kenya and having its registered offices at Plot No. 209/466 Biashara Street, P.O. Box 30338, Nairobi.

The above designs were registered in England on 14th day of July, 1976, under the Registered Designs Act of the United Kingdom in respect of the application of the said designs to textile piece goods and the certificates are dated 27th September, 1976. The copyright in the said designs will subsist for five years and is renewable for two further periods, each of five years. Specimens thereof are available on demand from the United Textile Industries (Kenya) Limited, aforesaid.

The attention of the public is drawn to the provisions of the above-mentioned Kenya Act (Cap. 510 of the Laws of Kenya) which extends to Kenya the protection afforded by the above registration and confers on our clients, *inter alia*, the rights to restrain by Court injunction and the right to recover damages and the costs for any infringement of copyright in the said designs. The public is hereby notified not to reproduce or copy the said designs.

VELJEE DEVSHI & BAKRANIA,  
*Advocates,*  
P.O. Box 45087,  
Nairobi.

## GAZETTE NOTICE NO. 3702

THE TRADITIONAL LIQUOR ACT  
(Cap. 122)

## NAIROBI TRADITIONAL LIQUOR LICENSING BOARD

*Postponement of Liquor Board Meeting*

IT IS notified for general information that, due to unavoidable circumstances, the statutory meeting of the Nairobi Traditional Liquor Licensing Board which was scheduled to be held on 15th December, 1976, has been postponed until further notice.

P. K. BOIT,  
*Chairman,*  
Nairobi, *Traditional Liquor Licensing Board,*  
11th December, 1976. *Nairobi Area.*

## GAZETTE NOTICE NO. 3703

## IN THE HIGH COURT OF KENYA AT NAIROBI

## PROBATE AND ADMINISTRATION

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

## (1) CAUSE NO. 148 OF 1956

By Maxim Santanna Joanes of P.O. Box 42215, Nairobi in Kenya, a son of the deceased and one of the beneficiaries named in her will, through Messrs. Trivedi, advocates of Nairobi, for a grant of letters of administration De Bonis Non Cum Testamento Annexo of the estate of Rosaline Trindade Fernandes wife of Conceicao Piedade Nicolau Sebastiao Joanes of Nairobi aforesaid who died at Nairobi on the 16th day of April, 1956.

## (2) CAUSE NO. 464 OF 1976

By Mohamed Aslam of P.O. Box 45666, Nairobi in Kenya, one of the sons of the deceased through M. A. Khan, advocate of Nairobi for a grant of letters of administration intestate of the estate of Bagga Khan Abdullah of Nairobi aforesaid who died at Nairobi on the 13th day of June, 1965.

## (3) CAUSE NO. 317 OF 1976

By Doris Wanjiku of P.O. Box 11916, Nairobi in Kenya, the widow of the deceased, for a grant of letters of administration intestate of the estate of Kangethe Kimani of Murang'a in

Kenya, who died at Murang'a on the 26th day of February, 1976.

This Court will proceed to issue the same unless cause be shown to the contrary and appearance in this respect entered on or before 31st December, 1976.

Nairobi,  
10th December, 1976.

*Senior Deputy Registrar,*  
*High Court of Kenya, Nairobi.*

## GAZETTE NOTICE NO. 3704

## PROBATE AND ADMINISTRATION

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

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

## SCHEDULE

<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>
193/76	Johnson Njeru M'Thiriga.	P.O. Box 21, Embu	12-6-75	Intestate
165/73	Amos Aringo Adhoga.	P.O. Box 282, Maseno	21-4-71	Intestate
187/76	Mary Florence Wambui.	P.O. Box 228, Kiambu	17-11-75	Intestate
166/76	Daniel Thata Thairu	Kiambaa Location, Kiambu District	1-2-76	Intestate
122/76	John Wanjagi ..	Kiagunyi Village Murang'a District Nairobi	11-11-76	Intestate
359/75	Abdul Hamid ..	P.O. Mar-sabit	23-11-74	Intestate
402/76	Nura Gobana ..	Mapusa, Goa, India	9-6-76	Intestate
91/76	Simplicio Minguelinho Da Rocha.	Mukua Location Machakos District	5-7-75	Intestate
450/76	Muthengi Muthusi		23-3-76	Intestate

Nairobi,  
10th December, 1976.

L. J. WOODBURN,  
*Assistant Public Trustee.*

## GAZETTE NOTICE NO. 3705

IN THE HIGH COURT OF KENYA AT NYERI  
DISTRICT REGISTRY

## PROBATE AND ADMINISTRATION

## CAUSE NO. 5 OF 1976

TAKE NOTICE that application having been made in this Court by Charles Njooa, son of the deceased of P.O. Box 90200, Mombasa the executor named in the will of the deceased through Messrs. Njage & Co., advocates, P.O. Box 94, Embu, for a grant of probate of the will of the late Mariko Kimondo alias Kimondo Waingangi who died at Consolata Hospital, Nyeri on the 8th day of November, 1975.

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

Dated at Nyeri this 2nd day of December, 1976.

J. S. PATEL,  
*District Delegate,*  
*High Court of Kenya,*  
*Nyeri.*

N.B.—That the above will is deposited and open for inspection at this Court.



## GAZETTE NOTICE No. 3706

## JOHN BOYES (DECEASED)

## NOTICE

NOTICE is hereby given, pursuant to S.29 of the Trustee Act (Cap. 167) that any person having a claim against or an interest in the estate of the late John Boyes of P.O. Box 11090, Nairobi, Kenya, who died on the 25th day of November, 1976, is hereby required to send particulars in writing of his or her claim or interest to Kenya Commercial Bank Ltd., Trustee Department, P.O. Box 30664, Nairobi, before the 10th day of February, 1977, after which date the Executors will distribute the estate among persons entitled thereto having regard only to the claims and interest of which they have had notice and will not as respect the property so distributed be liable to any person of whose claim they shall not then have had the notice.

Dated the 8th day of December, 1976.

KENYA COMMERCIAL BANK LIMITED,  
P.O. Box 30664, Nairobi.

## GAZETTE NOTICE No. 3707

## ETHEL LORINA PILLING—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 Ethel Lorina Pilling, deceased, late of P.O. Box 24922, Karen, Nairobi, Kenya who died on the 7th day of February, 1976, at Nairobi, is required to send particulars thereof in writing to the undersigned before the 28th day of February, 1977, after which date the executors will distribute the estate among the persons entitled thereto having regard only to claims and interests of which they shall 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 8th day of December, 1976.

DALY & FIGGIS,  
Advocates to the Executors.  
Stanbank House,  
P.O. Box 40034, Nairobi.

## GAZETTE NOTICE No. 3708

## THE BANKRUPTCY ACT

(Cap. 53)

## ADJOURNED PUBLIC EXAMINATION

*Debtor's name.*—Jorubhai Keshrisingh Jadeja t/a "Nakuru Transport Co." "Jadeja Transport Co." and "Dragon Agencies".

*Address.*—P.O. Box 371, Nakuru.

*Description.*—Transporter.

*Court.*—High Court of Kenya at Nairobi.

*No. of matter.*—B.C. 1 of 1975.

*Date of adjourned public examination.*—7th January, 1977.

*Hour.*—10.30 a.m.

*Place.*—The Law Courts, Nairobi.

Dated this 10th day of December, 1976.

M. L. HANDA,  
Deputy Official Receiver.

## GAZETTE NOTICE No. 3709

## THE COMPANIES ACT

(Cap. 486)

## (1) NOTICE OF WINDING-UP ORDER

(Rule 37 (1) (c))

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

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

*Name of company.*—Kariuki Stores (Kenya) Limited.

*Address of registered office.*—Plot No. L.R. 209-245/24252/2, Luthuli Avenue, Nairobi.

*Registered postal address.*—P.O. Box 48625, Nairobi.

*Court.*—High Court of Kenya at Nairobi.

*No. of matter.*—Bankruptcy and Winding-up Cause No. 6 of 1976.

*Date of order.*—3rd December, 1976.

*Date of presentation of petition.*—9th August, 1976.

Nairobi  
10th December, 1976.

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

## GAZETTE NOTICE No. 3710

## THE SOCIETIES RULES

(Cap. 108, Sub. Leg.)

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

## SCHEDULE

<i>Name of Society</i>	<i>Date of Registration</i>
Mutethya Welfare Society ... ..	6-12-76
Kachieng Development Committee Nairobi Branch	6-12-76
Nyaudo Association ... ..	6-12-76
Kanyada Association Homa Bay Branch ... ..	6-12-76
Midzi 9 Football Club ... ..	7-12-76
Kenya Fishnet Football Club ... ..	7-12-76
Black Panther Football Club ... ..	7-12-76
Karura Forest Football Club ... ..	8-12-76
Black Santos Football Club ... ..	8-12-76
Jangwani Football Club ... ..	8-12-76
Mbaango Funeral Association, Mombasa ... ..	8-12-76
Kadibuoro Welfare Association ... ..	8-12-76

Dated this 9th day of December, 1976.

J. ALLAN,  
Assistant Registrar of Societies.

## CORRIGENDUM

Gazette Notice No. 1652 of 28th April, 1967, in so far as it relates to:—

Shree Gurjar Suttar Community, Nairobi,  
is cancelled.

## GAZETTE NOTICE No. 3711

## THE AFRICAN CHRISTIAN MARRIAGE AND DIVORCE ACT

(Cap. 151)

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

## SCHEDULE

*Denomination.*—Pentecostal Evangelism Team.

*Names of Ministers:*—

Rev. Isaac Shahale Khaguli.

Rev. Festus Anyika.

Rev. Simon Majesu.

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

M. L. HANDA,  
Deputy Registrar-General.

## GAZETTE NOTICE No. 3712

THE AFRICAN CHRISTIAN MARRIAGE AND  
DIVORCE ACT

(Cap. 151)

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

## SCHEDULE

*Denomination.*—Kenya Evangelist Church.

*Name of Minister:*—

Samuel Kimani.

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

M. L. HANDA,  
Deputy Registrar-General.

## GAZETTE NOTICE No. 3713

## THE CO-OPERATIVE SOCIETIES ACT

(Cap. 490, section 65 and 69)

## ORDER

WHEREAS pursuant to section 61 (1) of the above Act, I ordered an inquiry into the by-laws, working and financial condition of the Kahiriga Co-operative Society Limited.

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

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

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

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

Dated at Nairobi this 7th day of December, 1976.

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

## GAZETTE NOTICE No. 3714

THE JUBILEE INSURANCE COMPANY LIMITED  
(Incorporated in Kenya)

Head Office: P.O. Box 30376, Nairobi

## LOSS OF SHARE CERTIFICATE

Share Certificate No. 2114, 5 shares in the name of the Administrators of late Bahadurali Karmali Esmail of Mombasa.

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

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

K. S. DAWOOD,  
Company Secretary.

## GAZETTE NOTICE No. 3715

THE JUBILEE INSURANCE COMPANY LIMITED  
(Incorporated in Kenya)

Head Office: P.O. Box 30376, Nairobi

## LOSS OF POLICY

Life Policy No. 34320 in the name of Benjamin Amaje s/o Andrea Jumba.

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

Dated this 2nd day of December, 1976.

K. S. DAWOOD,  
Company Secretary.

## GAZETTE NOTICE No. 3716

## THE OLD MUTUAL

South African Mutual Life Assurance Society (Incorporated by Act of Parliament in South Africa with limited liability, P.O. Box 30059, Nairobi, Kenya)

## LOSS OF POLICY

Policy 2696629/2839895/2875090 for Sh. 33,640. Sh. 40,000 and Sh. 40,000 dated 14-3-74, 24-4-75 and 4-8-75 on the life of and the property of Joab Bernherd Oliyo Owuor.

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

M. A. GRUNEBERG,  
Manager for East Africa.

## GAZETTE NOTICE No. 3717

## THE OLD MUTUAL

South African Mutual Life Assurance Society (Incorporated by Act of Parliament in South Africa with limited liability) P.O. Box 30059, Nairobi, Kenya

## LOSS OF POLICY

Policy No. 2438494 for Sh. 10,000 dated 31-1-72 on the life of Anthony Praxedes D'Costa and the property of Anthony Praxedes D'Costa.

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

M. A. GRUNEBERG,  
Manager for East Africa.

## GAZETTE NOTICE No. 3718

INDUSTRIAL PROMOTION SERVICES (KENYA) LTD.  
NAIROBI

(Incorporated in Kenya)

## LOSS OF SHARE CERTIFICATES

Share Certificate No. 57—25 shares  
Share Certificate No. 88—40 shares  
Share Certificate No. 102—30 shares  
Share Certificate No. 112— 5 shares

of Air Systems Limited, P.O. Box 46466, Nairobi

NOTICE having been given of the loss of the above-numbered share certificates, their duplicates will be issued unless objection is filed with the undersigned within one month from the date hereof.

E. J. ESHIKUMO,  
Company Secretary,  
Nairobi,  
9th December, 1976. P.O. Box 30500, Nairobi.

GAZETTE NOTICE No. 3719

THE CITY COUNCIL OF NAIROBI  
NOTICE OF FINAL APPORTIONMENTS  
ARGWINGS KODHEK (PART) AND LUANDA CLOSE

WHEREAS the City Council of Nairobi at its ordinary meeting held on 7th December, 1976 resolved that Final Apportionments of constructing the above named streets be approved and that the Town Clerk be authorized to serve Final Apportionment notices upon the plot owners concerned.

And Whereas such notices have been sent by registered post to the last known postal address of these owners.

And Whereas full details of the apportionments in respect of the above-mentioned road are set out below:—

Notice is hereby given to all the owners listed herein that in the event that the registered apportionment notice is returned as undelivered or if service has not been effected for any other reason, the service of the said apportionment notice shall be deemed to have been effected by the publication of this notice in the Kenya Gazette and in a newspaper circulating in Kenya.

SCHEME: FINAL APPORTIONMENTS—ARGWINGS KODHEK (PART) AND LUANDA CLOSE

Serial No. L.R. 330	Plot No.	Owner's Name and Address	Area in Acres	Cost per Acre	Apportion- ment
					Sh. cts.
1.	510	Victor Robert Roch Preston, P.O. Box 42304, Nairobi	1.282		13,855 65
2.	511	Mrs. M. Mudd, Estate of Stanley Garbut Mudd, Apartado 110, Fuengirola Malaga, Spain	0.750		8,105 90
3.	238	Mr. and Mrs. John Darmont McCaldin, P.O. Box 40384, Nairobi	0.750		8,105 90
4.	407	James Kiromo Muthundo, P.O. Box 18051, Nairobi	0.890		9,619 00
5.	408	Simeon James Moore, P.O. Box 40228, Nairobi	2.640		28,532 70
6.	321	Leonidas N. Vrontamitis, P.O. Box 41658, Nairobi	1.000		10,807 85
7.	320	Mrs. Helen Joyce McCaldin, P.O. Box 40384, Nairobi	1.000		10,807 85
8.	319	Mr. and Mrs. A. H. Guest, P.O. Box 47605, Nairobi	1.000		10,807 85
9.	318	Dr. and Mrs. F. D. M. Flowerdew, P.O. Box 40832, Nairobi	1.000		10,807 85
10.	317	Timsales Ltd., P.O. Box 18080, Nairobi	1.000		10,807 85
11.	330	H. I. Equatorial Ltd., P.O. Box 30663, Nairobi	0.964		10,418 75
12.	331	Helen Joyce McCaldin, P.O. Box 40384, Nairobi	1.091		11,791 30
			13.367		144,468 45

S. J. GETONGA,  
Town Clerk.

GAZETTE NOTICE No. 3720

TOWN COUNCIL OF MALINDI  
SITE VALUE RATES FOR 1976

PURSUANT to the provisions of section 15 of the Rating Act (Cap. 267 of the Laws of Kenya), notice is hereby given that the Town Council of Malindi has levied a rate of 4 per cent for the year 1976 on the Unimproved site value on the land appearing in the 1973 Valuation Roll and all Valuation Rolls Supplementary thereto.

The rate became due on 1st January, 1976, and is payable at the offices of the Town Council, Malindi by not later than 30th June, 1976; and thereafter an interest at the rate of 1 per centum per month or part thereof on any rate remaining unpaid shall be levied by the Council.

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

Malindi,  
1st December, 1976.

D. J. RANDU,  
Acting Town Clerk.

GAZETTE NOTICE No. 3721

COUNTY COUNCIL OF NYERI  
NOTICE

FOR information to plot owners in the Area of Jurisdiction of Nyeri County Council, the resolution instructing that all plot owners who were allocated plots by the Nyeri County Council and the defunct Area Councils who have defaulted in paying plot ground rents for several years, 1976 inclusive will forfeit the ownership of their plots after three months from 4th December, 1976. After 28th February, 1977, the Council will use its legal criteria to repossess the plots which have the outstanding debts. The outstanding dues may be paid to either the County Council offices or the County Division offices.

Nyeri,  
4th December, 1976.

W. GIKUNJU,  
for Clerk,  
Nyeri County Council,  
P.O. Box 162, Nyeri.

GAZETTE NOTICE No. 3722

THE KARATINA TOWN COUNCIL  
IMPOSITION OF POLL TAX, 1977

NOTICE is hereby given that in accordance with section 3, of the Poll Tax (Central Region) Enactment, 1964, the Karatina Town Council will impose on each adult male and adult female having independent means, resident by virtue of employment or owning property within the area of jurisdiction of the Karatina Town Council, a Poll Tax at the rate of KSh. 30 which will be due on 1st January, 1977.

A penalty of KSh. 15 will be imposed on any defaulter after 30th June, 1977.

The tax will be payable at the Town Council offices during normal working hours, or on demand by officers authorized in that behalf by the Council.

Karatina,  
1st December, 1976.

V. M. KARIUKI,  
Town Clerk.

GAZETTE NOTICE No. 3723

MINISTRY OF WORKS  
TENDER NOTICE No. 95/76

TENDERS are invited for the supply of the following items to the undersigned, Supplies Branch, Likoni Road, Nairobi:—

*Camp Equipment:*

- Canvas bags, Kits and basins;
- Tents and Tent bathrooms;
- Mosquito nets;
- Mattresses and Folding Tables;
- Tarpaulins;
- Hats Jungle;
- Tapes—Cotton.

*Clothing Material:*

- Drill, Khaki and Cotton;
- Calico;
- Cloth Rayon and Hessian;
- Flannel Angola Drab;

Sheeting Twill;  
Canvas Cotton.

Prices quoted must be net expressed in Kenya Shillings (duty and sales tax paid) and must be as per Unit of Issue given in the tender documents.

Tenders must be in plain sealed envelopes marked "Tender No. 95/76" and addressed to reach the undersigned, P.O. Box 30346, Nairobi or be placed into the Tender Box at the entrance to our Main Office Block not later than 10 a.m. on 24th December, 1976.

Tender documents (giving full details) should be collected from this Branch or can be sent on written application.

Samples to which the Supplies shall conform must be submitted along with tenders. Tenderers who fail to submit the samples on the closing date and time will not be considered.

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

D. C. KUNGU,  
*Officer-in-Charge,  
Supplies Branch.*

#### GAZETTE NOTICE No. 3724

##### MINISTRY OF NATURAL RESOURCES

###### TENDER NOTICE No. 5/76-77

TENDERS are invited for the supply of 15 Water Engines and Pumps for Forest Department.

(a) Eight—12 h.p. Water Engines capable of pumping water to a height of 80 metres.

*Pumps.*—Suction pipes 2"; Delivery pipes 2". Capable of delivering 800 gallons per hour.

The total distance range from 300 m. to 800 m.

(b) Seven—8 h.p. Water Engine covering water head from 70 metres to 15 metres.

*Pumps.*—Suction pipes 2"; Delivery pipes 2". Capable of delivering 800 gallons per hour.

They should all be complete with base-plate, Vee Pulleys, belts and guards.

The prices quoted must be duty paid including sales or factory tax and delivery period must also be indicated at the receiving points shown in the specification.

The General Conditions of Contract to which all tenderers must conform should be obtained from the Executive Officer, Stores on either verbal or written request at the Central Stores, P.O. Box 30126, Nairobi in the Karura Forest Station off Kiambu Road, three-quarters of a mile from Muthaiga Roundabout.

Tenders must be closed in plain sealed envelope addressed to the Executive Officer, Stores, P.O. Box 30126, Nairobi or be placed in a tender box at Karura not later than 10 a.m. on 10th January, 1977. Tenderers should not bear name or return address of the tenderers.

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

G. H. OMONDI,  
*for Permanent Secretary.*

#### GAZETTE NOTICE No. 3725

##### MINISTRY OF HEALTH

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

TENDERS are invited for Servicing and Maintenance of the following Medical Equipments for Ministry of Health for 1977:—

1. Cardiology Equipment.
2. Picker and Hitachi X-Ray Equipments.
3. Phillips and Siemens X-Ray Equipments.
4. Williamson/Exal Dryers.
5. Anaesthetic (Boyles) Equipments.

Tender documents giving full details and specifications should be obtained either personally or against written applications from the Officer-in-Charge, Central Medical Stores, Room No. 20, Commercial Street, Industrial Area, P.O. Box 40425, Nairobi.

Price quoted must be in Kenya Shillings, duty paid and including sales tax and must be delivered to the Officer-in-Charge, Central Medical Stores not later than 10 a.m., 27th January, 1977.

Tenders must be enclosed in plain envelopes and marked clearly Tender No. 14/76-77 and addressed to reach:

The Officer-in-Charge,  
Central Medical Stores,  
P.O. Box 40425,  
Nairobi.

All tenders must remain valid for a minimum of ninety days from the closing date of this tender notice.

N.B.—No letter of credit will be opened.

P. P. MUKURU,  
*Officer-in-Charge,  
Central Medical Stores.*

#### GAZETTE NOTICE No. 3726

##### KENYA POLICE

###### TENDER No. SIGS/3/76-77

TENDERS are invited for the supply and erection of the following Free Standing Steel galvanized radio towers.

15.2 m (50 ft.) high Quantity two,

21.3 m (70 ft.) high Quantity one,

36.6 m (120 ft.) high Quantity two,

45.7 m (150 ft.) high Quantity four.

Towers offered should be capable of supporting a head load of 295 kg. (650 lb.) at a wind speed of 40 m/s (90 m.p.h.).

Details of sites where the towers are to be erected may be obtained from the Chief Signals Officer.

Prices quoted should show separately the costs involved for foundation, erection and supply of the towers. They should be inclusive of all taxes and delivery charges.

Tenders should be addressed in plain envelopes to the Commissioner of Police, Kenya Police Headquarters, P.O. Box 30083, Nairobi (Attention The Chief Signals Officer) marked Kenya Police Tender No. Sigs/3/76-77.

Tenders are required to have reached Police Headquarters by 10 a.m. 14th January, 1977.

S. K. KOINANGE,  
*Administrative Secretary.*

#### GAZETTE NOTICE No. 3727

##### KISUMU DISTRICT

###### TENDERS FOR 1977

###### Readvertisement

TENDERS are invited for the supply of White Salt (Coarse), Rice Grade II, Milk Fresh (Kisumu area only), Beef without bones, Beef with bones at controlled prices and Sweet Bananas—(indicating quotations per kg.) to all Government Departments and Health Centres in Kisumu District for the Calendar year 1977.

Application forms are available at the District Commissioner's Office, Kisumu. Tenders should be submitted in plain sealed envelopes marked "Kisumu District Tender 1977" to the District Commissioner, P.O. Box 1921, Kisumu, and should reach him on or before 17th December, 1976, specifying the item or items and prices for which the tender is made.

The current conditions governing the Government contract in all cases will apply and the Government has no obligation to accept the lowest or any of the tenders.

H. N. OYUGI,  
*for District Commissioner,  
Kisumu.*

## GAZETTE NOTICE No. 3728

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

NOTICE is hereby given that the business of engravers and name plate manufacturers carried on by Mohamed Sadiq Rana in the firm name of "Addsales" on Plot No. 209/4345 Malika House, Muindi Mbingu Street, Nairobi is as from the 1st day of December, 1976, sold and transferred to James Nyaga Kamau, of P.O. Box 42479, Nairobi, who will carry on the said business at the same place in the name of "Addsales".

The address of the transferor is P.O. Box 10611, Nairobi, Kenya.

The address of the transferee is P.O. Box 42479, Nairobi, Kenya.

All debts due and owing by the transferor in respect of the said business of "Addsales" up to and including 1st day of December, 1976, will be received and paid by the transferor. The transferee does not assume nor does he intend to assume any liabilities whatsoever incurred in the said business by the transferor up to and including the said 1st day of December, 1976.

Dated at Nairobi this 8th day of December, 1976.

**MOHAMED SADIQ RANA,**  
*Transferor,*

**JAMES NYAGA KAMAU,**  
*Transferee.*

## GAZETTE NOTICE No. 3729

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

NOTICE is hereby given that the business of property Developers and Investors carried on by Fram Investment Limited at Mansion House, Wabera Street, Nairobi, has from the 30th day of November, 1976, been sold and transferred to Karma Holdings Limited who will carry on the said business at Land Reference No. 209/594 Government Road, Nairobi, and under the same business name.

The address of the transferor is P.O. Box 44863, Nairobi.

The address of the transferee is P.O. Box 44223, Nairobi.

The transferee does not assume nor does it intend to assume any of the liabilities incurred by the transferor in the said business up to and including the 30th day of November, 1976.

All debts due to and owing by the transferor in respect of the said business up to and including the 30th day of November, 1976, will be received and paid by the transferor.

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

**N. P. SHETH,**  
*Advocate for the Transferor  
and the Transferee.*

## GAZETTE NOTICE No. 3730

**NOTICE OF CHANGE OF NAME**

I, Babubhai Meghji Rupshi Dodhia of P.O. Box 7, Nyeri in the Republic of Kenya formerly known as Babubhai Meghji Rupshi Shah hereby give notice that by a deed poll made by me dated 8th day of October, 1976, registered in the Registry of Documents at Nairobi in Volume DI Folio 227/262, I renounced and abandoned the use of my former surname of Shah and assumed in lieu thereof the surname of Dodhia and I hereby authorize and request all persons to designate and my wife my children and me by such assumed surname of Dodhia.

Dated at Nyeri this 29th day of November, 1976.

**BABUBHAI MEGHJI RUPSHI DODHIA,**  
*formerly known as Babubhai Meghji  
Rupshi Shah.*

## GAZETTE NOTICE No. 3731

**KAIMOSI TEA ESTATES LIMITED**

**ROAD CLOSURE—KAIMOSI**

ALL private roads through Kaimosi Tea Estates, P.O. Box 1, Kaimosi, will be closed to the public on 31st December, 1976.

## GAZETTE NOTICE No. 3732

**TINDERET TEA ESTATES LIMITED**

**ROAD CLOSURE—TINDERET**

ALL private roads through Tinderet Tea Estate, P.O. Box 12, Kipkelion, will be closed to the public on 31st December, 1976.

## GAZETTE NOTICE No. 3733

**KARIRANA ESTATES LIMITED**

**ROAD CLOSURE—KARIRANA**

ALL private roads through Karirana Estates, P.O. Box 39, Limuru, will be closed to the public on 31st December, 1976.

## GAZETTE NOTICE No. 3734

**CHANGOI ESTATE AND LELSA ESTATE**

**ROAD CLOSURE—CHANGOI AND LELSA**

ALL private roads through Changoi Estate and Lelsa Estate, P.O. Box 124, Kericho, will be closed to the public on the 31st December, 1976.

**NOW ON SALE**

**1976/77 ESTIMATES OF  
RECURRENT  
EXPENDITURE**

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

*Price: Sh. 70 (postage Sh. 4 in E.A.)*

**DIRECTORY OF  
DIPLOMATIC CORPS  
AND INTERNATIONAL  
ORGANIZATIONS  
1976**

*Price: Sh. 11.25 (postage Sh. 2 in E.A.)*

Obtainable from the Government Printer, Nairobi