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CORRIGENDUM

In Kenya Gazette Notice No. 2 of 1966—

In the second line of the Schedule, for 7583/43 read 7583/34.

GAZETTE NOTICE No. 69

THE CONSTITUTION OF THE REPUBLIC OF KENYA

APPOINTMENT

IN PURSUANCE of section 191 of the Constitution of the Republic of Kenya, I hereby appoint—

JOEL MESHACK OJAL

to act as Permanent Secretary, Ministry of Housing and Social Services, with effect from 28th December 1965.

Dated this 1st day of January 1966.

JOMO KENYATTA,
President.

GAZETTE NOTICE No. 70

THE CONSTITUTION OF KENYA

(L.N. 718 of 1963)

DESIGNATION OF CENTRAL FORESTS

Nyeri Hill Forest—Alteration of Boundaries
28 days' notice

THE Minister for Natural Resources and Wildlife hereby gives 28 days' notice, with effect from the date of this notice, of his intention to declare that the boundaries of the Nyeri Hill Forest be altered so as to exclude the area described in the Schedule hereto.

SCHEDULE

An area of land approximately 0.1983 acres, situated within the central portion of the Nyeri Hill Forest, in the Nyeri District, Central Province, the boundaries of which are more particularly delineated and edged red on Boundary Plan No. 180/161, which is deposited in the Survey Records Office, Survey of Kenya, Nairobi, and a copy of which may be inspected at the Divisional Forest Office, Nyeri.

Dated this 29th day of December 1965.

S. O. AYODO,
*Minister for Natural Resources
and Wildlife.*

GAZETTE NOTICE No. 71

THE REGULATION OF WAGES AND CONDITIONS OF EMPLOYMENT ACT

(Cap. 229)

THE TAILORING, GARMENT MAKING AND ASSOCIATED TRADES WAGES COUNCIL

IN EXERCISE of the powers conferred by paragraph 2 of the Second Schedule to the Regulation of Wages and Conditions of Employment Act, the Minister for Labour hereby appoints the following persons to be members of the Tailoring, Garment Making and Associated Trades Wages Council:—

(a) Independent members

A. A. G. Hake, who shall be Chairman of the Tailoring, Garment Making and Associated Trades Wages Council.

Musa Omolo, who shall be Deputy Chairman of the said Council.
Shaikh M. Amin.

(b) Members to represent employers

G. M. Motala;
V. M. Chandaria;
N. U. Diwan;
T. Ahamed;
A. Kaufman;
K. Chelabhai and
P. Dodds.

(c) Members to represent employees

G. D. Okaka;
J. Maloba;
T. K. Kirika;
S. Kimani;
J. Kamusuru;
W. K. Mugerwa and
S. Osore.

Dated this 3rd day of January 1966.

J. G. KIANO,
Minister for Labour.

GAZETTE NOTICE No. 72

THE LAND ACQUISITION ACT, 1894, OF INDIA

DECLARATION

IN addition to the land acquired under Gazette Notice No. 1298 of 1965, it is hereby notified and declared under section 6 of the above-mentioned Act, that the land described in the Schedule hereto, is required for a public purpose, namely the construction of the Kibaoni-Kilifi Creek portion of the Mtwapa-Kilifi Road.

The said Schedule describes the area comprising approximately 13.08 acres as more particularly shown on the plans deposited in the office of the Department of Lands, City Square, Nairobi.

SCHEDULE

L.R. No.	Locality	Area
5023	Kilifi District	7.35 acres
4236/R	" "	0.63 acres
4236/5	" "	1.60 acres
7	" "	2.83 acres
15	" "	0.09 acres
16	" "	0.58 acres
Total area required		13.08 acres approx.

Dated this 31st day of December 1965.

J. H. ANGAINE,
Minister for Lands and Settlement.

GAZETTE NOTICE No. 73

THE LAND ACQUISITION ACT, 1894, OF INDIA

APPOINTMENT

IN EXERCISE of the powers conferred by sections 3 and 7 of the Land Acquisition Act, 1894, of India, and all other powers thereunto him enabling, the Minister for Lands and Settlement hereby appoints—

CLAUDE PIERRE ROBERTSON-DUNN, B.SC., F.R.I.C.S., F.R.V.A.

to perform the functions of Collector under the aforesaid Act in relation to the areas of land set out in the Schedule to Gazette Notice No. 72 of 1965, and has directed the said Claude Pierre Robertson-Dunn to take order for the acquisition of the said land.

Dated this 31st day of December 1965.

J. H. ANGAINE,
Minister for Lands and Settlement.

GAZETTE NOTICE No. 74

THE LOCAL GOVERNMENT REGULATIONS, 1963

(L.N. 256 of 1963)

THE LOCAL GOVERNMENT (LAIKIPIA TRADE DEVELOPMENT JOINT BOARD) ORDER, 1965

(L.N. 285 and 336 of 1965)

APPOINTMENTS TO THE BOARD

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

D. Wambugu,
J. Nderitu,
Mohamed Ali,

to be members of the Laikipia Trade Development Joint Board.

Dated this 29th day of December 1965.

K. S. N. MATIBA,
*Permanent Secretary,
Ministry of Commerce and Industry.*
*L.N. 221/1965.

GAZETTE NOTICE No. 75

(PS/SA/M/14)

THE PROBATION OF OFFENDERS (CASE COMMITTEES) RULES

(Cap. 64, Sub. Leg.)

APPOINTMENT

IN EXERCISE of the powers conferred by rule 3 (1) of the Probation of Offenders (Case Committees) Rules, the Permanent Secretary for Home Affairs* hereby appoints—

WILLIAM CHEMWENO

to be a member of the Uasin Gishu Probation Case Committee.

Dated this 3rd day of January 1966.

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

*L.N. 105/1964.

GAZETTE NOTICE No. 76

THE EAST AFRICAN INDUSTRIAL LICENSING ORDINANCE, 1953

(Section 8)

APPLICATION FOR THE VARIATION OF AN INDUSTRIAL LICENCE

IN ACCORDANCE with the provisions of section 8 of the East African Industrial Licensing Ordinance, 1953, it is hereby notified for general information that an application dated 29th December 1965, has been received from Mulco Textiles Limited of P.O. Box 54, Jinja, for the variation of an industrial licence to manufacture for sale and to erect, establish, and operate a factory for the manufacture for sale of cotton yarn and thread for sewing and other purposes.

2. Any person having a financial interest in the East African Territories who claims that, in respect of any industry, commerce, or trade, in which he is concerned, he is liable to be injuriously affected by the granting of this application may, not later than 30 days from the date of the last publication of this notice, lodge with the Registrar an objection and shall serve a copy thereof on the applicant. Any objection so made must be in writing and must set out the grounds upon which the objector claims that he is liable to be injuriously affected by the granting of such application. An objection must be certified to the effect that a copy thereof has been served on the applicant.

Nairobi,
31st December 1965.

F. MAINA,
for Registrar,
P.O. Box 30462, Nairobi.

GAZETTE NOTICE No. 21

THE EAST AFRICAN INDUSTRIAL LICENSING ORDINANCE, 1953

(Section 8)

APPLICATION FOR THE TRANSFER OF AN INDUSTRIAL LICENCE

IN ACCORDANCE with the provisions of section 8 of the East African Industrial Licensing Ordinance, 1953, it is hereby notified for general information that an application dated 14th December 1965, has been received from Samji Kala and Company Limited of P.O. Box 624, Mombasa, for the transfer of an industrial licence to manufacture for sale and to erect, establish and operate a factory for the manufacture for sale of cotton, rayon, woollen and other mixed fibres blankets and travelling rugs at Mombasa.

2. Any person having a financial interest in the East African territories who claims that, in respect of any industry, commerce or trade, in which he is concerned, he is liable to be injuriously affected by the granting of this application may, not later than 30 days from the date of the last publication of this notice, lodge with the Registrar an objection and shall serve a copy thereof on the applicant. Any objection so made must be in writing and must set out the grounds upon which the objector claims that he is liable to be injuriously affected by the granting of such application. An objection must be certified to the effect that a copy thereof has been served on the applicant.

Nairobi,
28th December 1965.

F. MAINA,
for Registrar,
P.O. Box 30462, Nairobi.

GAZETTE NOTICE No. 77

THE EAST AFRICAN LICENSING OF AIR SERVICES REGULATIONS, 1965

NOTICE OF APPLICATION FOR A LICENCE TO OPERATE AIR SERVICES

PURSUANT to the provisions of regulations 6 and 7 of the East African Licensing of Air Services Regulations, 1965, notice is hereby given that Globe Air A.G. and Globe Air (East Africa) Limited (in formation), P.O. Box 290, Kampala, Uganda, has applied to the East African Civil Aviation Board for a licence to operate the following air services:—

Inclusive tours, closed groups, bona fide charters, *ad hoc* charters for passengers and freight to all countries initially once every fortnight provided the above do not compete or interfere with East African Airways with two Britannia aircraft initially registered in Switzerland, for a period of five years.

2. It is further notified that any representations or objections with regard to this application must be made to the East African Civil Aviation Board at the office of the East African Common Services Organization, P.O. Box 30005, Nairobi, not later than 5th February 1966. Every such representation or objection shall be made in writing, shall state the specific grounds on which it is based, and shall specify any conditions which it may be desired should be attached to the licence if granted. A copy of every such representation or objection shall be sent by the person making the same to the applicant of the licence at the same time as it is sent to the East African Civil Aviation Board.

Dated at Nairobi this 3rd day of January 1966.

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

GAZETTE NOTICE No. 78

THE EAST AFRICAN LICENSING OF AIR SERVICES REGULATIONS, 1965

NOTICE OF APPLICATION FOR A LICENCE TO OPERATE AIR SERVICES

PURSUANT to the provisions of regulations 6 and 7 of the East African Licensing of Air Services Regulations, 1965, notice is hereby given that Aerial Cropsprayers Ltd., P.O. Box 9446, Nairobi, has applied to the East African Civil Aviation Board for a variation to his Licence No. CAB.12 as follows:—

Aerial cropspraying and dusting in the East African territories and neighbouring countries with four Cessna 180 type of aircraft instead of two Cessna 180 aircraft granted.

2. It is further notified that any representations or objections with regard to this application must be made to the East African Civil Aviation Board at the office of the East African Common Services Organization, P.O. Box 30005, Nairobi, not later than 5th February 1966. Every such representation or objection shall be made in writing, shall state the specific grounds on which it is based, and shall specify any conditions which it may be desired should be attached to the licence if granted. A copy of every such representation or objection shall be sent by the person making the same to the applicant of the licence at the same time as it is sent to the East African Civil Aviation Board.

Dated at Nairobi this 5th day of January 1966.

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

GAZETTE NOTICE No. 79

NAIROBI COST OF LIVING INDICES

MIDDLE INCOME INDEX OF CONSUMER PRICES, NAIROBI

The above index stood at 102 points in the middle of December 1965. The base for this index is July 1964 = 100.

WAGE EARNERS' INDEX OF CONSUMER PRICES, NAIROBI

The above index stood at 115 points in the first week of December 1965. The base for this index is October-December 1958 = 100.

GENERAL COST OF LIVING INDEX (EXCLUDING RENT), NAIROBI

The above index stood at 338 points in the middle of December 1965.

WAGE ADJUSTMENT INDEX

The above index stood at 316 points in the middle of December 1965.

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

GAZETTE NOTICE No. 80

KENYA GOVERNMENT 4½ PER CENT STOCK 1961/71

IT IS announced for general information that the total amount of the above-mentioned Stock held on the Local Register on 1st July 1965, was as follows:—

£190,277 15s. 8d.

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

GAZETTE NOTICE No. 81

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.—Diocese of Kisii.

Names of Ministers:—

Rev. William Armour.
Rev. John Joseph Manning.
Rev. James Francis Flynn.

Denomination.—Lutheran Church of Kenya, Matongo.

Names of Ministers:—

Rev. Francis Nyamwaro.
Rev. Jesse Stefano.

Denomination.—Church of the Province of E.A., Diocese of Mombasa.

Name of Minister.—Rev. Shadrack Laban.

Denomination.—National Independent Church of Africa, Embu.

Name of Minister.—Rev. Canon Willie Nyaga.

Dated at Nairobi this 6th day of January 1966.

O. J. BURNS,
Deputy Registrar-General.

GAZETTE NOTICE No. 82

(QUAR/O/X/81)

THE ANIMAL DISEASES ACT, 1965

(4 of 1965)

NOTICE

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

(a) the areas described in Schedule I, Schedule II and Schedule III to be "infected" areas in respect of the diseases indicated at the head of such Schedules; and

(b) the notices specified in the first column of Schedule IV to be amended in the manner specified in the second column of such Schedule.

Kabete, 20th December 1965. I. E. MURIITHI,
Director of Veterinary Services.

SCHEDULE I—FOOT-AND-MOUTH DISEASE

North Shimba Location; The District Commissioner, P.O. Kwale; Kwale District.

L.O. 7496, 2749, 2748; Mr. I. G. P. Grant, P.O. Box 172, Nanyuki; Laikipia District.

L.O. 398/7, 398/8, 398/1; The Manager, Lucerne Ltd., P.O. Box 177, Naivasha; Nakuru District.

L.O. 3777/325; The Manager, Kersall Ltd., P.O. Gilgil; Nakuru District.

L.O. 398/R, 1354; The Manager, Lake Farm Project, P.O. Box 27, Naivasha; Nakuru District.

L.O. 6291/2, 6291/1, 6901; Mrs. E. Denwett, Lake Hotel, P.O. Box 15, Naivasha; Nakuru District.

Location 9; The District Commissioner, P.O. Box 30, Kapsabet; Nandi District.

Turasha Settlement Scheme; The Settlement Officer, P.O. Box 14, Gilgil; Nyandarua District.

L.O. 9986; Messrs. K. Kibor and K. Karandu, P.O. Box 81, Kitale; Trans Nzoia District.

L.O. 6678, 5705/3; Messrs. K. Cheblet and K. Koros, P.O. Box 12, Hoey's Bridge; Trans Nzoia District.

SCHEDULE II—CONTAGIOUS BOVINE PLEUROPNEUMONIA

Plot No. 20, Oramutia Settlement Scheme; The Settlement Officer, P.O. Box 14, Gilgil; Nyandarua District.

SCHEDULE III—EAST COAST FEVER

L.O. 41/3/R; The Manager, Kayole Estate, P.O. Box 6219, Nairobi; Nairobi District.

L.O. 54, 11120; Ngundu Farmers' Co-operative Society, P.O. Box 412, Nairobi; Nairobi District.

Gilgil West Settlement Scheme; The Settlement Officer, P.O. Box 14, Gilgil; Nyandarua District.

L.O. 9372; Mr. Rex Johnstone, P.O. Nyeri; Nyeri District.

SCHEDULE IV

First Column	Second Column
Gazette Notice No. 1941 dated the 14th day of May 1965.	By deleting from Schedule I (Foot-and-Mouth Disease) thereto the following:— "L.O. 6042/1; F. R. Patullo, Esq., P.O. Songhor; Nandi District." "L.O. 1784/1, 10402, 1784/R; Captain Morice, Luso Farm, P.O. Kiganjo; Nyeri District."
Gazette Notice No. 2442 dated the 4th day of June 1965.	By deleting from Schedule I (Foot-and-Mouth Disease) thereto the following:— "L.O. 8837; Mr. J. Dennis, P.O. Naro Moru; Nyeri District."
Gazette Notice No. 2767 dated the 12th day of July 1965.	By deleting from Schedule I (Foot-and-Mouth Disease) thereto the following:— "Mahoo Location; District Commissioner, Taita; Taita District."
Gazette Notice No. 2492 dated the 26th day of July 1965.	By deleting from Schedule II (East Coast Fever) thereto the following:— "L.O. 9361/4; The Manager, Arthur Cole Ltd., P.O. Box 127, Gilgil; Nakuru District."
Gazette Notice No. 3201 dated the 9th day of August 1965.	By deleting from Schedule I (Foot-and-Mouth Disease) thereto the following:— "L.O. 10029; The Manager, K.M.C. Holding Ground, P.O. Athi River; Machakos District."
Gazette Notice No. 3438 dated the 7th day of September 1965.	By deleting from Schedule I (Foot-and-Mouth Disease) thereto the following:— "L.O. 7331; The Manager, Jipe Sisal Estate, Taveta; Taita District." By deleting from Schedule II (East Coast Fever) thereto the following:— "Olaragwai Settlement Scheme; The Settlement Officer, P.O. Box 82, Naivasha; Nyandarua District."
Gazette Notice No. 3599 dated the 23rd day of September 1965.	By deleting from Schedule I (Foot-and-Mouth Disease) thereto the following:— "L.O. 9917; Air Commodore W. K. Beisiegel, Astra Farm, P.O. Konza; Machakos District." By deleting from Schedule IV (Contagious Bovine Pleuropneumonia) thereto the following:— "Passenga and Oramutia Settlement Schemes; The Settlement Officer, P.O. Box 14, Gilgil."

GAZETTE NOTICE No. 83

THE INDUSTRIAL COURT

CAUSE No. 41 OF 1965

Parties:—

The Tailors and Textiles Workers' Union
and

The Kenya Rayon Mills Limited

Issues in dispute:—

- (i) Working Hours.
- (ii) Overtime.
- (iii) House Allowance.
- (iv) Annual Leave.
- (v) Maternity Leave.
- (vi) Sick Leave.
- (vii) Acting Allowance.
- (viii) Redundancy.
- (ix) Gratuity.
- (x) Transport.
- (xi) Protective Clothing.
- (xii) Job Classification.
- (xiii) Wages.
- (xiv) Date of Implementation and Duration.

1. The issues in dispute were referred to the Industrial Court for settlement in accordance with the provisions of the Trade Disputes Act, 1965. The case was heard in Mombasa on 3rd and 4th December 1965, and the Parties relied on their written and verbal submissions. The Court members visited the Respondents' mill at Changamwe and saw all categories of workers on their actual jobs on the various machines and the conditions under which they were working.

GENERAL BACKGROUND

2. The Kenya Rayon Mills Limited, hereinafter called the Respondents, were incorporated in 1960 but no steps were taken by them until 1963 towards the construction of their mills. The mills were completed in 1964 and they started training the first intake of employees in August of that year. The Board of Directors consists of Asians, Europeans and an African. The cost of the machinery installed in the mills is about £150,000.

The Tailors and Textiles Workers' Union, hereinafter called the Claimants, approached the Respondents with a view to securing a mutual and voluntary Collective Bargaining Agreement and submitted proposals to the Management in April 1965. Negotiations on the demands commenced on 11th July 1965, but resulted in deadlock on most of the items. The Respondents stated that they were not in a position to make any offer at that time and asked for further time to consult the Board of Directors. A further meeting took place on 4th and 6th August 1965, and it was agreed that the 12 items on which agreement had not been reached should be submitted to the Industrial Court for its decision. Notification Form "A" was signed on 10th September 1965, and through an oversight the issue of wages was not included. The Parties, however, intimated to the Court that wages was an important issue in this dispute. Although Sick Leave and House Allowance appear as issues in the dispute, there was no disagreement on these issues and the Parties did not make any submissions to the Court.

MAIN SUBMISSIONS ON BEHALF OF THE CLAIMANTS

3. The Claimants submitted that they found it difficult to assess the attitude of the Respondents which appeared to be based on the old colonial concept of exploiting labour instead of helping the country by improving the welfare of the workers. The claimants had worked hard for good industrial relations in this undertaking and only one strike had taken place due to the victimization of trade union officials. The Respondents had not exhibited during the negotiations a spirit of genuine bargaining. The Respondents were wrongly paying to their employees the minimum rates specified in the Knitting Mills Wages Council Order of October 1963, which catered for workers in the knitwear sector of the textile industry. In any case the Claimants submitted that this Order was out of date.

(i) *Working Hours*.—The Claimants demanded a reduction in working hours from 45 hours per week to 42 hours per week because of the adverse climatic conditions and the nature of work performed in the mill. They submitted that the climate was very hot and the workers needed a longer rest. Furthermore, the workers had no break in their 8-hour shift.

(ii) *Overtime*.—The Claimants submitted that in order to establish the standard payment of overtime throughout the textile and clothing industries, overtime payment by the Respondents must be calculated on the following basis:—

Time and a half during week-days and double time on Sundays and Gazetted holidays, as against the Respondents' offer of time and one-third during week-days and for time worked on Sundays, one and one-half. For work done on statutory public holidays the Claimants demanded double time.

The Claimants maintained that since overtime work was normally undertaken during periods of the employees' leisure time they should be adequately compensated for this sacrifice.

(iv) *Annual Leave*.—The Claimants submitted that the 14 consecutive days which were granted as annual leave by the Respondents should be increased to 18 working days or 21 consecutive days. This would be in line with the general trend in the country.

(v) *Maternity Leave*.—The Claimants demanded that female employees in the event of pregnancy should be entitled to 42 days' leave out of which 21 days should be on full pay and 21 days on half pay. The Claimants drew the Court's attention to I.L.O. Convention No. 102 which recommended maternity leave.

(vi) *Acting Allowance*.—The Claimants submitted that any employee acting in a higher grade should be paid the rate for that higher grade after the expiry of three weeks of such acting work. The present arrangement whereby acting allowance was paid after a period of one month or more was not satisfactory.

(vii) *Redundancy*.—While both Parties had agreed to adopt the principles in the Industrial Relations Charter on redundancy, no agreement could be reached on severance pay. The Claimants submitted that their demands stated below were very reasonable and the Court should award on these lines:—

1 to 5 years' service—one month's pay;

6 to 10 years' service—two month's pay;

11 years and over—three months' pay,

per completed year of service.

(ix) *Gratuity*.—The Claimants demanded that on termination of an employee's employment through no fault of his (other than redundancy) service gratuity should be paid on the following basis:—

(i) Unbroken service of 1 to 5 years—2 months' pay.

(ii) Unbroken service of 6 to 10 years—2½ months' pay.

(iii) Unbroken service of 11 years and over—3 months' pay.

This they submitted again was reasonable.

(x) *Transport for Night Shift Workers*.—On this issue the Claimants pointed out that many workers lived on Mombasa Island five miles from Changamwe factory. It was difficult for them to come to or leave the mills during the night hours due to lack of public transport and for security reasons. This particularly affected employees during night shifts. The Claimants demanded that transport should be provided from a fixed point in Mombasa to the mills for the convenience of the night shift workers.

(xi) *Uniforms and Protective Clothing*.—The Claimants demanded that the following employees should be issued with uniforms:—

Watchmen, drivers, office boys, dressers, headmen and askaris.

On protective clothing the Claimants required compliance with the Factories Act. The Claimants pointed out that since negotiations commenced, uniforms had been issued to the workers mentioned hereinabove, but that the Respondents wanted it to be discretionary.

(xii) *Job Classification*.—The Claimants stated that the Respondents had agreed in principle to job classification although they rejected the Claimants' classification. The Respondents had not, however, produced any job classification up to this date. The Claimants requested the Court to order a job classification to be carried out as without it wages could not be assessed properly.

(xiii) *Wages*.—The Claimants pointed out that owing to the absence of classification of jobs it was difficult for them to ascertain wages paid to various employees and, therefore, had drawn up the following table which showed the present basic salary which reflected average earnings and their demands on these rates:—

Category of Employee	Present Wage	Demands	House Allowance	Total	Others
Trainee	Sh. 147/50	Sh. 167/50	Sh. 35/-	Sh. 202/50	
General Labourer	157/50	177/50	35/-	212/50	
<i>Others, i.e.—</i>					
Watchmen ..	160/-				20% wage rise
Headman ..	300/-				
Driver ..	250/-				
Machine Operator	157/50				
Section in Charge	300/-				
Shift in Charge ..	1,000/-				
Cloth Inspectors	260/-				
Maintainer ..	260-300/-				
Mechanic ..	300/-				
Overlooker ..	800/-				

The Claimants pointed out that figures in Column 1 included the housing element of Sh. 17/50; the Claimants wanted this to be increased to Sh. 35.

The Claimants maintained that the present wage policy in the country was designed to eliminate exploitation and discrimination. The Claimants' demands were related to productivity and conditions of supply and demand. Such a wage policy would help to improve the economic condition of the country as a whole by effectively relating wage levels to productivity. The Claimants had already assured the Respondents that everything possible would be done to increase production and an enhanced productivity of labour. At present workers were being paid so little that they were undernourished. Higher wages would result in higher productivity.

(xiv) *Effective Date and Duration*.—The Claimants requested the Court to back date its award to 1st June 1965, as the Respondents were guilty of employing delaying tactics during the negotiations. They wanted the award to be of 12 months' duration.

MAIN SUBMISSIONS ON BEHALF OF THE RESPONDENTS

4. The Respondents pointed out that this industry was in an infant stage and that they were still developing their enterprise. When the mill commenced its business in 1964 it started with only ten employees and within the course of a year and a half the number of employees had increased to between 400 and 450. They were trying to stand on their own resources and in the initial stages were suffering losses. To prove this the Respondents produced for the benefit of the Court their Balance Sheets for the year ended 31st December 1964, and as at 31st July 1965. Production at the mills had still not reached its maximum although it was hoped that with adaptability of the employees to the machines in due course this would be achieved. Until that time the Respondents maintained that their expenses should not be increased. At the moment they were producing only between 3,000 and 6,000 yards per month, whereas their maximum capacity was 12,000 yards per month. The Respondents were also suffering due to shortage of technicians.

The Respondents submitted that they wanted a period of stability to organize their business on a firm footing and hoped in due course to increase their employees to the thousand mark. Their industry was both capital and labour intensive. The Respondents also stated that the Kenya Government was doing its best to help this industry, but loss of trade with Tanzania had hit them badly.

(i) *Working Hours*.—The Respondents maintained that no case had been made out by the Claimants for the reduction of working hours from 45 to 42. If any reduction was granted it would adversely affect the enterprise.

(ii) *Overtime*.—The Respondents maintained that the Wages Council Order for the Knitting Industry which had been adopted by them in consultation with the Labour Department was fair and that no variation should be made at present. The opportunity for employees to work overtime in this industry was enormous and any increase in overtime would lead to increase in cost of production.

(iv) *Annual Leave*.—The Respondents submitted that they were prepared to increase the annual leave entitlement from 14 consecutive days to 18 consecutive days as this was reasonable.

(v) *Maternity Leave*.—The Respondents reiterated that their offer of giving the benefit of sick leave for maternity purposes was generous. This was 14 days' leave with full pay and 14 days' on half pay. They pointed out that only a couple of women were employed as the work was not suitable for them.

(vii) *Acting Allowance*.—The Respondents maintained that the present arrangement was reasonable and that no change was called for.

(viii) *Redundancy*.—The Respondents stated that if the Claimants' demands were allowed they would suffer heavy losses financially but in any case, redundancy would arise only when the Respondents suffered from economic depression when they would have no money to pay such high demands anyway.

(ix) *Gratuity*.—The Respondents submitted that they were in an infant stage and it would be unreasonable to burden them with an expense of this nature.

(x) *Transport for Night Shift Workers*.—The Respondents pointed out that their mills were situated only about 200 yards from the main road. They had tried for a housing loan through the Mombasa Municipal Council to provide housing for their employees, but that this had not materialized. If the Claimants' demand was accepted this would involve them in a major expense which they could not afford at present.

(xi) *Uniforms and Protective Clothing*.—The Respondents confirmed that they were already issuing two suits of uniform to certain categories of workers annually. They requested the Court to leave the issue of such clothing at their discretion. They assured the Court that they complied with the provisions of the Factories Act.

(xii) *Job Classification*.—The Respondents stated that the jobs were extremely limited and no exhaustive job classification was called for. They stated that, in any case, they were still expanding. Once they had completed the unit then perhaps time for job classification may arise. They maintained that their present system was the best under the circumstances. A trained operator could become an Assistant Section Incharge and then Section Incharge. From there he could rise to the post of Assistant Supervisor and then become a Supervisor.

(xiii) *Wages*.—The Respondents pointed out that at present new intakes were given Sh. 137/50 for the first six months, after that their wage was increased to 147/50 and after a further six months it was increased to 152/50. They claimed that this was a reasonable wage under the circumstances, but were prepared to increase it to Sh. 144/50 for new intakes, to be increased to Sh. 164/50 after a further period of six months. This was in case of trainees, general labourers and machine operators only. For other categories of workers they maintained that no increase was justified. They stated that the number of absentees from work was increasing day by day and that this did not help matters. In these circumstances they requested the Court to endorse their offer.

(xiv) *Effective Date and Duration*.—The Respondents requested the Court not to back date its award as they had conducted negotiations in a genuine effort to reach an agreement with the Claimants, but due to the Claimants' rigid attitude agreement could not be reached. They requested the Court to make the award for 18 months.

AWARD

5. The Court has carefully considered the submissions of the Parties and the evidence tendered, and awards as follows:—

(i) *Working Hours*.—Nil award.

(ii) *Overtime*.—The Court awards that the overtime shall be calculated on the following basis:—

Time and a half during the week-days and double time on Sundays and Gazetted Holidays.

(iv) *Annual Leave*.—The Court awards 18 consecutive days' leave after completion of one year of service.

(v) *Maternity Leave*.—The Court awards that a female employee shall be entitled to the balance of sick leave of 14 days with full pay and 14 days on half pay on completion of one year of service.

(vii) *Acting Allowance*.—The Court awards that an acting allowance shall be paid to an employee on the expiry of 21 days' work by an employee in his acting capacity in the higher grade.

(viii) *Redundancy*.—The Court awards payment of 15 days' basic wage or salary for each completed year of service with the Company.

The following factors shall be taken into consideration when an employee is declared redundant and shall be in the order as stated:—

(1) Individual merit.

(2) Length of service that is last in, first out.

(3) Domestic responsibilities and private circumstances.

(ix) *Gratuity*.—Nil award.

(x) *Transport for Night Shift Workers*.—Nil award.

The Court realizes the practical difficulties of the employees who are on the 11 p.m. shift as far as reporting on duty and going off is concerned but feels that this is a problem which the Parties should solve themselves.

(xi) *Uniforms and Protective Clothing*.—The Court awards as follows:—

Uniforms:

Two suits of uniform every year for the following employees:—

Watchmen, drivers, office boys and dressers, headmen and other *askaris*.

Uniforms shall remain the property of the Respondents.

Protective Clothing:

This is an issue which is adequately covered under the Factories Act and the Court, therefore, makes a nil award.

(xii) *Job Classification*.—The Court recommends that the Respondents should embark on a job classification exercise without further delay. The results should then be discussed with the Claimants in order to arrive at a satisfactory and acceptable job classification. It is expected that this will be finalized before the present award comes up for revision.

(xiii) *Wages*.—The Court awards wages as follows:—

Trainee—Sh. 157/50 per month.

General labourers—Sh. 170 per month.

All other employees

Those getting a wage of up to Sh. 250 shall get a wage increase of 15 per cent;

Those getting a wage above Sh. 250 shall get a wage increase of 10 per cent.

All other arrangements to continue as at present.

(xiv) *Effective Date and Duration*.—This award shall be with effect from 1st December 1965, and shall be for 12 months.

Given in Nairobi this 30th day of December 1965.

SAEED R. COCKAR,
President.

MOHAMED JAHAZI, M.P.,
JOHN WATTS,
Members.

GAZETTE NOTICE No. 84

THE INDUSTRIAL COURT

CAUSE No. 43 OF 1965

Parties:—

The National East African Seamen's Union
and

The Shipping Employers' Group

Issues in dispute:—

- (a) Increases in Wages.
- (b) Meals on Board Ship.
- (c) Date of Implementation of Awards.

1. The issues in dispute were referred to the Industrial Court in accordance with the provisions of the Trade Disputes Act, 1965.

The Parties were heard in Mombasa on 29th and 30th November 1965, and relied on their written and verbal submissions. The Union also called two witnesses. The Court members visited a ship which was being loaded with cement and saw at first hand the amenities available to the crew.

GENERAL BACKGROUND

2. During the period 1950 to 1955 there were various attempts by East African seamen to form trade unions and bodies were established in Dar es Salaam, Zanzibar and Mombasa, but none of these were representative of seamen generally. The first approach in Kenya by employees was made in 1958. Initial negotiations were fruitless as the Union was not representative of seamen and the potential Union officers had no experience of ships and shipping. In December 1960, a Recognition Agreement was signed by Mohamed Saleh, General Secretary of the National East African Seamen's Union, hereinafter called the Claimants and by representatives of the Holland Africa Line, the British India Line, K.P.M. Line, B.P. Shell Petroleum Development, Messrs. Cable and Wireless and Southern Line Limited.

It was pointed out that of the Shipping Employers' Group, hereinafter called the Respondents, only Southern Lines is a direct employer of seamen, the remaining members of the Group are merely the Mombasa agents of overseas ship owners. It appears that the Claimants and the Respondents have enjoyed good relationship until the current dispute. Relations now appear to have deteriorated and in fact one of the Respondents' vessels remained for several days in Reunion because of a strike action by seamen.

The current Agreement between the Parties came into force on 1st August 1962, and proposals for a revision were made in July 1964. These proposals were rejected by the Respondents in view of the provisions of the Tripartite Agreement. In April 1965, the Claimants made fresh proposals for revision of terms and conditions of employment. Negotiations took place and on 17th August 1965, deadlock was declared on the issue of wages. The following day the Claimants declared a trade dispute to the Ministry of Labour and Social Services and on 25th August 1965, the Claimants gave notice of strike action on 1st September 1965. On 28th August, under the Trade Disputes Act the strike was declared illegal and conciliation commenced under the Chairmanship of Conciliator Mr. J. B. O. Omondi. No agreement having been reached on the issues in dispute the matter was referred to the Industrial Court.

MAIN SUBMISSIONS ON BEHALF OF THE CLAIMANTS

3. (a) *Increases in Wages.*—The Claimants demanded an all round wage increase of 60 per cent on the basic wage. Originally the demand had been for a 100 per cent wage increase. The following reasons were given in support of this demand:—

- (i) The cost of living had risen sharply since 1962;
- (ii) Seamen used to be free from paying Personal and Income Tax but with effect from 1964 all seamen had to pay Graduated Personal Tax;
- (iii) Other firms had substantial wage increases since 1962 and in comparison, the Claimants' members were the worst paid in the country;
- (iv) Seamen on ships sailed to overseas ports, like Hamburg, London, Calcutta, etc., where they could hardly buy anything while on shore at the foreign ports because of their low wages;
- (v) All seamen employed by the shipping employers' group were on six months' renewable contracts and this showed a lack of job security which could only be counteracted by better wages.

The Claimants submitted that the present wages paid to their members were unfair and were not comparable with other industrial concerns in East Africa. They suggested a comparison with foreign seamen's wages. The crew members before going on a voyage signed on British Articles and as the Claimants' members worked on ships which operated regularly to United Kingdom and other foreign ports it would be only but fair that they should get the same wage as British seamen. Further the Claimants submitted that the seamen were engaged on a renewable six months' contract which did not include Provident Fund, Pension or Bonus. They also faced sea hazards and other dangers when they were on board ship.

Due to the lack of security of employment a seaman should get a high wage for the short time that he was employed. The Claimants requested the Court to make its award in accordance with Acts drawn in the Merchant Shipping Act of Great Britain.

The Claimants also submitted that when seamen were in London for a year or nine months they were not given an extra allowance for the cost of living and they had to meet the London cost of living from their East African wage. This was most unfair. Furthermore, a seaman had to keep a house at Mombasa for the benefit of his wife and children.

(b) *Meals on Board Ship.*—The Claimants submitted that their members had expressed their dissatisfaction at the following ration scale:—

Rice	34 lb.	Milk	3 tins, 39 oz.
Flour	10 lb.	Vegetables	12 lb.
Dhall (Choroko)	5 lb.	Fresh fruit	5½ lb.
Sugar	4½ lb.	Curry powder	½ lb.
Ghee	3½ lb.	Tea	¼ lb.
Salt	1 lb.	Meat/Fish	15 lb.

The food prepared and given to seamen on board ship caused stomach ache to some members. The seamen were tired of eating the same food day in day out. The Claimants submitted that the food served to their members should be the same as was served to the European crew. The Claimants demanded the following meals:—

A cup of coffee for everybody in the morning.

Breakfast.—2 eggs each, 4 slices soft bread, jam, butter, cheese and porridge.

Lunch.—Soup, potatoes with meat, vegetable, and fruit may be 1 orange, 2 bananas or 1 apple.

Lunch on Sunday.—Chicken and rice.

Supper.—Fried potatoes or boiled with fish or macaroni. Sometimes in the evening tea, cornflour, carrot, porridge and milk with sugar.

(c) *Date of Implementation of Awards.*—The Claimants demanded that the effective date of the award should be 1st August 1965, as the previous agreement on terms and conditions of employment expired at the end of last year.

MAIN SUBMISSIONS ON BEHALF OF THE RESPONDENTS

4. (a) *Increases in Wages.*—The Respondents submitted that during conciliation they had offered increases of 20 per cent on the basic wage of the lower levels, 15 per cent for the intermediate levels and 10 per cent at the top. They claimed that they had clearly established a genuine wish to resolve the issue by joint negotiation. They submitted that the 100 per cent demand by the Claimants was an empty bargaining gambit and the 40 per cent reduction of no material relationship to the situation. They pointed out the danger that the Court might be tempted to compromise between the Claimants' unrealistic position and the Respondents' already generous offer. Such step if taken could be very harmful as employers in future would be careful in negotiations. The Respondents maintained that the wages currently paid might appear to be unfavourable but when one accepted that the seaman lived on board ship at no cost to himself then the wages would appear to be very favourable indeed. Bunks and bedding were provided including the laundry of one pillow case and one sheet each week. Uniforms were provided, water and light was free and there was a weekly issue of soap. On food alone it cost the Respondents, to feed one seaman, a sum of Sh. 7 to 8 per day. In view of these circumstances the Respondents maintained that their offer on wages was generous.

(b) *Meals on Board Ship.*—The Respondents submitted that the Claimants' demand had been dictated by emotion and not by logic. The Respondents were of the view that the Court was confronted with a problem to which it could make no suitable award. The feeling of the Claimants was that all seamen should enjoy the same type of food whether they be ship officers or general crew. The Claimants did not appear to appreciate that different individuals on account of race or religious persuasion required different food. The Respondents submitted that a seaman after he had been at sea for a comparatively short period was well nourished, whereas when he joined his ship he was obviously the victim of a lower standard of living. The Respondents maintained that the current scale was dietetically satisfactory, equally that the quantities were more than adequate. The variation of the meals served depended on the ability of the cook. For these reasons the Respondents submitted that a nil award should be made.

(c) *Date of Implementation of Awards.*—The Respondents maintained that due to the nature of a seaman's contract of employment there could be no question of a back dating. Articles of Agreement for seamen were opened by a Master of a ship and all crew signed on to signify their agreement to the conditions laid down in the Articles. On completion of the Articles the crew signed off, collected all moneys due to them and their employment was terminated and the relationship severed. In these circumstances back-dating would not be a practical proposition.

AWARD

5. The Court has carefully considered the submissions made by the Parties and the evidence tendered. The peculiar circumstances relating to a seaman's lot have been taken into account plus the fact that the seaman enjoys no security of service and that every time he works on a ship it is for, usually, one voyage only. He does not know when he will be lucky to get another voyage. An agreement is entered into which is based on certain extracts from the Merchant Shipping Act, 1906. A specimen of the Articles of Agreement entered into between the Sailors and the Master of the Ship was produced by the Respondents for the benefit of the Court.

(a) *Increases in Wages.*—The Court awards wage increases as follows:—

(i) 30 per cent increase to those employees earning up to Sh. 170 p.m.

(ii) 15 per cent increase to all other employees.

All other arrangements like bonus payment are not affected by this award.

(b) *Meals on Board Ship.*—On this issue the Court finds that it is not in a position to make an award. In fact from the circumstances prevailing there is no need for an award. The aforesaid Articles of Agreement on page 5 contain a scale of provisions required by section 25 of the Merchant Shipping Act, 1906, as amended by the Merchant Shipping (Seamen's Provisions) Order, 1957, to be allowed and served out to the crew during the voyage, except in cases in which the crew furnish their own provisions. Conditions and exceptions in applying scale and substitutes and equivalents (not to be used without reasonable cause) are also permitted. The Parties hereto agreed to a ration scale for seamen which is mentioned hereinabove in the Claimants' submission. The quantity and various terms of ration appear to be very reasonable.

The Claimants' main complaint is one against monotony. This can easily be remedied by a sensible approach between the Parties whereby the sailors will get a greater variety of meals. It may well be that probably certain items on the ration scale could be reduced and the money saved used in procuring other acceptable items to the crew. In these circumstances the Court is not prepared to make an award on this issue.

(c) *Date of Implementation of Awards.*—This award shall be effective from 1st October 1965, and will be applicable to those employees also who are on a current contract of employment since the 1st of October 1965. The duration of the award shall be 12 months from 1st October 1965.

Given in Nairobi this 30th day of December 1965.

SAEED R. COCKAR,
President.

MOHAMED JAHAAZI, M.P.,
C. G. HEYWOOD,
Members.

GAZETTE NOTICE NO. 85

THE INDUSTRIAL COURT

CAUSE NO. 47 OF 1965

Parties:—

The Brewing and Bottling Workers' Union (*Claimants*)
and

The Brewing and Bottling Association of Kenya (*Respondents*)

Issues in dispute:—

- Wages Schedule.
- Annual Increments.
- Leave Allowance.
- Housing Allowance.
- Share of Profits.
- Effective Date of Agreement.

1. The Parties were heard in Nairobi on 6th and 7th December 1965, and relied on their written and verbal submissions.

GENERAL BACKGROUND

2. A Recognition Agreement exists between the Brewing and Bottling Workers' Union, hereinafter called the Claimants, and the Brewing and Bottling Association of Kenya, hereinafter called the Respondents, dated the 30th day of November 1962. In this Agreement various steps in the negotiating procedure are laid down. It provides for a Central Negotiating Council for the Brewing and Bottling Groups separately, and after that a Joint Industrial Council on which the Brewing and Bottling Association of Kenya is jointly represented in negotiations with the Brewing and Bottling Workers' Union. The present dispute was taken to the Joint Industrial Council but no agreement was reached at this level. The existing agreement between the Parties expired on 31st December 1964, but due to the Tripartite Agreement which conferred a wage standstill of 12 months and subsequently 14 months, a review of wages could not be carried out. The Claimants, however, did not subscribe to the view that the wage standstill extended up to 1st March 1966 and made fresh demands in or about April 1965 when

it was alleged the Tripartite Agreement ended. As agreement could not be reached on the issue of wages and allied subjects, and the effective date of agreement at the Joint Industrial Council level, the matter was referred to the Industrial Court in accordance with the Trade Disputes Act, 1965. A comprehensive Agreement which existed between the Parties was handed to the Court.

It should be noted that the Brewing and Bottling Workers' Union ceased to exist as a separate entity on 9th November 1965, by virtue of Gazette Notice No. 4114 which established the Kenya Union of Commercial Food and Allied Workers, an amalgamation of four Unions including the Brewing and Bottling Workers' Union. The Respondents accepted the Claimants' new title.

MAIN SUBMISSIONS ON BEHALF OF THE CLAIMANTS

3. (a) *Wages Schedule.*—The Claimants submitted that at present the following wages were being paid to their members:—

	Sh.
Scale 1	282/50
Scale 1A	340/-
Scale 2	433/-
Scale 3	587/50
Scale 4	832/50
Scale 5	1,104/50

They pointed out that at first glance these figures looked very attractive but it should be remembered that these rates included certain consolidated benefits representing annual increments, housing element, share of profits or bonus and leave allowances. When all these factors were taken out of the wages, the employee was left with a sum of only Sh. 210. This they claimed was a low wage. The Claimants stated that the Government had up-to-date not published a wage policy although it had undertaken to do so. For several years the trade union movement had been striving to achieve a minimum wage of Sh. 350. This in itself was not enough but it was a step in the right direction as a person in receipt of this wage should be able to live with a degree of comfort. The Claimants rejected the Respondents' argument that if their wages, which were already well above the wages paid in the industry generally, were raised, then this would embarrass other employers in the country. The Claimants maintained that the Respondents were in a position to meet their demands and, therefore, claimed the following wages scales with appropriate increments:—

Scale 1	Sh. 350 by Sh. 15 per month per annum	Sh. 425
Scale 1A	Sh. 425 by Sh. 25 per month per annum	Sh. 550
Scale 2	Sh. 550 by Sh. 35 per month per annum	Sh. 725
Scale 3	Sh. 725 by Sh. 45 per month per annum	Sh. 950
Scale 4	Sh. 950 by Sh. 55 per month per annum	Sh. 1,225
Scale 5	Sh. 1,225 by Sh. 65 per month per annum	Sh. 1,550
Scale 6	Sh. 1,550 by Sh. 75 per month per annum	Sh. —

The Claimants pointed out that their demand was for a re-introduction of incremental scales and the addition of a new Scale 6 as there were many employees at present who were earning more than Sh. 1,104/50. The new scale would include such employees. The Claimants also drew the Court's attention to the fact that many unionizable employees earned higher salaries than some members of the Management especially Africans. This was bound to bring a degree of friction between the two. The Claimants maintained that the present job classification was not a scientific one and, therefore, the Court should not concern itself with fixing a rate for the grade, but should grant an increase all round as demanded by them.

(b) *Annual Increments.*—The Claimants conceded the fact that annual increments were consolidated in the wages but pointed out that this consolidation was imposed on them and was not as the result of a voluntary agreement. It was a permanent cause of discontent amongst the workers. The idea underlying the grant of annual increments was to provide an incentive for better work. They also provided progression in employment. The Claimants, therefore, demanded the re-introduction of the system of annual increments as at present the employees were left with no incentive.

(c) *Leave Allowance.*—This item, the Claimants submitted, was not originally consolidated in the wages in the strict sense. The leave allowance used to be paid on the following basis:—

	Sh.
Scale 1, 1A and 2	60
Scale 3	78
Scale 4 and 5	114

These figures were divided into 12 equal parts and added to the monthly wage but were not to be paid by the Company until an employee took his leave. Employees did not like this and at their request it was agreed that these allowances would be paid monthly as wages. The Claimants rejected the Respondents' argument that they were only responsible for the employee and not his family. This argument was obsolete in present-day Kenya as many employees preferred to live with their families at the place of work. The rates which were consolidated into the wages were very low and were not enough for the needs of an employee, his wife and three children. The travelling costs were much higher than the travelling allowances

which were consolidated in the wages. The Claimants demanded a break-up of the wage being paid at present and demanded leave allowance as follows:—

	Sh.
Scale 1 and 1A	100
Scale 2	150
Scale 3	200
Scale 4	250
Scale 5	300
Scale 6	350

(d) *Housing and House Allowance.*—The Claimants stated that for several years the Respondents had been paying a wage which was inclusive of the housing element, but the Claimants had never at any time agreed with this practice as it created a great hardship on the employees. Most of the employees were forced by circumstances to live in Company housing at Ruara. Others rented houses from the City Council of Nairobi or from private owners. In many cases the employees had to share single rooms whether or not they had their families staying with them. The standard of these houses was far from satisfactory as far as sanitation was concerned. The Claimants submitted that due to the absence of house allowance certain employees were unable to live with their families for a whole year as they did not want to share accommodation with others. The salary paid in the lowest scale was so low that, unless housing was subsidized by the Respondents, employees in that scale could not make ends meet. The Claimants pointed out that Management staff although enjoying very high salaries were in receipt of house allowance. For these reasons the Claimants submitted that their demand of a house allowance of 20 per cent of an employee's salary was justified.

(e) *Share of Profits.*—The Claimants stated that up to early 1963 the Respondents had a share of profit or bonus scheme but that these were now consolidated into the wages at the end of the 1963 strike. In the case of the Kenya Breweries Limited where the share of profit scheme was in operation called the Jumbo Board, the employees lost considerably by this consolidation. Since the consolidation of these profits, sales had constantly increased but there had been no corresponding increase in the wages. The increase in sales meant an increase in production. These days there was hardly any stock in store other than to meet the day-to-day demands of customers. These facts could be confirmed from the Respondents' Balance Sheet. The shareholders had been given higher dividends and Management got handsome bonuses twice a year. In view of these facts the Claimants demanded a reversion to the old pre-consolidation scheme. Failing this they alternatively suggested that the Respondents should agree to give each employee a share of profit bonus every six months of an amount equivalent to the employee's salary.

(f) *Effective Date of Agreement.*—The Claimants pointed out that this issue constituted one of the major bones of contention. They suggested that the effective date should be 1st April 1965, being the first day of the month during which the Tripartite Agreement ended. The Claimants maintained that they had discharged their 14-month wage standstill obligation under the agreement on 8th April 1965. If this were not so then the employees would have suffered a 25-month wage standstill. The Respondents had made a lot of money and were now taking advantage of a mere technicality. Furthermore, the Respondents had enough work to keep on employing the 10 per cent extra staff taken on under the Tripartite Agreement.

MAIN SUBMISSIONS ON BEHALF OF THE RESPONDENTS

4. (a) *Wages Schedule.*—The Respondents submitted that in sealing the bargain of going over to a wage for the job basis as opposed to an incremental basis the increase given for 1963 of Sh. 25 in Scale 1, and proportionately higher in the higher grades, was not merely a consolidation of something received previously but was a concession which increased Scale 1 wages by Sh. 25 in hard cash spending money. In 1964 an additional increase of Sh. 17/50 was granted all round. This meant an increase of Sh. 67/50 from 1962 to 1964. The present consolidated wage for the job in Scale 1 which included a share of profit, housing and leave allowance element based on a wage for the job was Sh. 282/50 per month. In spite of this the Respondents had offered as a gesture of good will an increase of Sh. 12/50 with effect from 1st March 1966. They were even prepared to offer a little more to be added to the wage for the job purely and simply provided that such further addition did not apply to persons already receiving more than any new wage for the job. The Respondents were not prepared to accept the argument that because their profits had gone up the wages of the employees should automatically go up as they maintained that the employees did nothing more than what was required of them during their normal work. They pointed out that the progressive restriction on beer imported from Kenya as a result of beer made by the Uganda and Tanzania Governments under the Kampala Agreement was rapidly bringing the Kenya brewers "joy ride" to a standstill. The Respondents submitted that the wages being paid at present to the various unionizable employees were more than adequate to meet with their requirements and were well above the general wage level in the country. They were, however, prepared to grant an increase of Sh. 12/50 to compensate for an increase in the cost of living. The Respondents while conceding that the job classification in their industry was not a scientific one stated that it was a fairly good attempt. An expert who had been engaged by the Respondents would start working on the

problems of job analysis from the beginning of next year and it was hoped that he would be able to evolve a satisfactory and up-to-date job classification. In these circumstances they submitted that the Court should endorse their offer.

(b) *Annual Increments.*

(c) *Leave Allowance.*

(d) *Housing Allowance.*

(e) *Share of Profits.*

The Respondents submitted that all these items had been consolidated over the last four years into a wage for the job. Such consolidation was with the full agreement of the Claimants and in some cases as a result of their specific request that their members preferred a clean consolidated wage. The Respondents drew the Court's attention to the history of such consolidation and wage increases in great detail and contended that the Claimants had accepted such items as negotiable under the single head of consolidated wage for the job at the time of consolidation and that the Respondents had, *inter alia*, paid generous prices for such consolidation because of the benefits and simplicity of combining future negotiations in one single item as opposed to five items. The Claimants now appeared to want the goods returned which they had already traded partly at their own request and always with their full agreement. The Respondents could not be blamed for refusing such a request. The Respondents pointed out that such consolidation conferred hidden benefits upon the employee in that they improved several minor fringe benefits in the industries' terms and conditions of employment which were based on "so many months wages" or "such and such percentage of basic wage". These hidden benefits involved a substantial sum over a period in their implication to longer service gratuity calculations, and "employer" provident fund contributions. The Respondents, therefore, requested the Court to reject the Claimants' demand for separate additional awards under these issues.

(f) *Effective Date of Agreement.*—The Respondents contended that negotiations on wages and directly allied subjects should have taken place in February 1966 for implementation of any changes with effect from 1st March 1966, as they were entitled to a wage standstill under the Tripartite Agreement ending on 1st March 1966. The Respondents embarked on the present negotiations on the clear understanding that they would not compromise on the effective date. They had discharged their obligations under the Tripartite Agreement by taking on 10 per cent additional staff and they were, therefore, entitled to seek from the Claimants their part of the obligations. The Respondents in some cases were keeping on the 10 per cent intake although they were staffed somewhat in excess of established requirements. The Respondents, therefore, requested the Court to make its award with effect from 1st March 1966.

AWARD

5. (a) *Wages Schedule.*—The Court has very carefully considered the various submissions of the Parties and has come to the conclusion that issues (a), (c), (d) and (e) having been voluntarily absorbed into wages, in producing a consolidated wage, by the Parties, no case has been made out for considering them as separate issues now. The Court finds that once consolidation takes place on certain items, unless very strong and exceptional circumstances are pleaded, the consolidated wage will not be fragmented. In the present case the Court finds that no such circumstances exist and the Claimants' application is, therefore, rejected. All these issues have been taken into consideration under the "wage" issue.

In the present dispute a major exercise at job classification was carried out a couple of years ago and rates for the various grades were negotiated. After that the wage increases have been granted on a system of an increase for every employee as against the increase for the rate for the job. This has been most unusual. But the Court has been informed that an expert has been engaged as from 1st January 1966, to carry out a proper and scientific job classification. In these circumstances the Court has decided in granting an increase to follow the past practice of the Parties in giving an increase to all employees.

The Court awards an increase of Sh. 20 to all employees in all unionizable scales as from 1st March 1966, for a period of 12 months from that date. Reasons for the effective date appear in Issue (f).

(b) *Annual Increments.*—Nil award.

(f) *Effective Date.*—The Parties had entered into an agreement on wages and terms and conditions on 1st January 1964. This agreement expired on 31st December 1964, during the Tripartite Agreement and as the Respondents had taken on 10 per cent extra staff or indirectly discharged their obligation under the Tripartite Agreement they are entitled to the 14 months' wage standstill. The Court, therefore, awards that the effective date in this dispute shall be 1st March 1966, and the award shall be of 12 months' duration from then on.

Given in Nairobi this 6th day of January 1966.

SAEED R. COCKAR,
President.

E. OMOLO AGAR, M.P.,
Vice-President.

JEREMIAH CHUNGULI,
Member

GAZETTE NOTICE NO. 86

THE INDUSTRIAL COURT

CAUSE NO. 48 OF 1965

Parties:

The Brewing and Bottling Workers' Union—Claimants
and

The Brewing and Bottling Association of Kenya—
Respondents (Bottling Group)

Issues in Dispute:

- (a) Wages Schedule.
- (b) Gratuity.
- (c) Overtime.
- (d) Housing.
- (e) Leave and Leave Allowance.
- (f) Medical Scheme.
- (g) Termination of Contract.
- (h) Redundancy.
- (i) Special Allowances.
- (j) Bonus.
- (k) Effective Date of Agreement.

1. The parties were heard in Nairobi on the 8th and 9th December 1965 and relied on their written and verbal submissions.

GENERAL BACKGROUND

2. The Brewing and Bottling Workers' Union ceased to exist as a separate entity on the 9th November 1965 by virtue of Gazette Notice No. 4114 which established the Kenya Union of Commercial Food and Allied Workers an amalgamation of four unions including the Brewing and Bottling Workers' Union. The Brewing and Bottling Association of Kenya have accepted the new title of the Union and have agreed that this dispute should be in the name of the Association and the Union in its new garb. The Union shall hereinafter be referred to as the Claimants and the Association shall hereinafter be referred to as the Respondents.

The Respondents in their Bottling Group consist of Coca-Cola (E.A.) Limited; Gilbey's (E.A.) Limited; Coastal Bottlers Limited, Mombasa; and Fitzgerald Baynes and Company Limited.

The existence of two Groups (Bottling Group, Brewing Group) within the Respondents' Association permits for negotiations to take place on a separate basis, but to join together at such times as a Joint Industrial Council is required to consider a dispute from either of its component parts. An agreement dated 30th December 1963 regulating terms and conditions of service was entered into between the parties hereto. The Claimants submitted demands to the Respondents on 15th July 1965 and negotiations commenced on 16th August 1965. After preliminary discussions joint negotiations commenced on 19th August 1965. Meetings continued up to 8th September, and matters in disagreement were then raised in the Joint Industrial Council. Deadlock having been recorded in respect of 11 issues the matter was referred to the Industrial Court under the provisions of the Trade Disputes Act, 1965.

MAIN SUBMISSIONS ON BEHALF OF THE CLAIMANTS

3. (a) *Wages Schedule*.—The Claimants submitted that the wages which were being paid for Grades A to F did not enable the employees in the various grades to meet with their requirements. Further that these rates were not adequate compensation for the type of work which these employees did and for the skills which they possessed. The Claimants requested the Court to increase the wages as follows:—

Grade A: Sh. 330 by Sh. 10 per month per annum to Sh. 380.

Grade B: Sh. 370 by Sh. 15 per month per annum to Sh. 445.

Grade C: Sh. 450 by Sh. 20 per month per annum to Sh. 550.

Grade D: Sh. 560 by Sh. 25 per month per annum to Sh. 685.

Grade E: Sh. 700 by Sh. 30 per month per annum to Sh. 850.

Grade F: Sh. 1,000 by Sh. 50 per month per annum.

The Claimants stated that the present wage structure was unrealistic and rejected the Respondents' offer of a five-year agreement with various minimums and maximums and with an incremental scale. The Claimants also rejected the alternative proposal made by the Respondents giving increments from Sh. 6 to Sh. 27 for Grades A to F and stated that they were not prepared to accept any increase falling below Sh. 20 for Grade A up to Sh. 120 for Grade F. The Claimants contended that their members were engaged in duties involving very hard work. They also pointed out that the cost of living had gone up and that the employees had not received any increment for a considerable period of time. They alleged that the Respondents had made large profits over the last five years and that they were able to meet with their demands.

Finally, the Claimants submitted that no scientific job classification had been carried out by the Respondents and that there was very little hope of promotion for employees from lower grades to higher grades.

(b) *Gratuity*.—The Claimants sought the variation of the existing agreement on gratuity as follows:—

(i) An employee who leaves the service of the member at the age of 55 years or after completing not less than three years' service shall receive a gratuity. This shall be paid at the rate of one month's basic wages as paid to the employee at the time of leaving and multiplied by the total number of completed years of service;

(ii) Service, for the purpose of a gratuity, shall be deemed to commence from the original date of an employee's engagement;

(iii) In the event of the death of an employee, the member shall pay to his dependants any gratuity due to him in accordance with subparagraph (i) and (ii) above.

The Claimants pointed out that with these amendments the existing anomalies would be removed and that the agreement would become fair and reasonable.

(c) *Overtime*.—The Claimants submitted that the present arrangement whereby overtime was calculated to the nearest 30 minutes was very unfair as employees were made to work extra time up to 25 minutes but before they could qualify for overtime they were asked to go home. The Claimants requested the Court to award overtime as follows:—

Mondays to Fridays—time and a half.

Saturdays, Sundays and Gazetted Public Holidays—double time; and that overtime should be calculated to the nearest fifteen (15) minutes.

(d) *Housing*.—The Claimants conceded that the housing element was consolidated in the wages in 1962 but felt that the following additional provisions should be made as otherwise employees would suffer great hardship:—

(i) Where Respondents provided houses they should do so free of rent.

(ii) Where the contract of an employee was terminated for any reason other than redundancy or summary dismissal the time limit for vacating the Respondents' houses should be one week.

(iii) In cases of redundancy the time limit should be two weeks.

(iv) In the case of summary dismissal the time limit should be ten days.

(v) Where housing was not provided by the Respondents a house allowance of 20 per cent of the employee's monthly wage should be paid.

(e) *Leave and Leave Allowance*.—The Claimants stated that there was no dispute on leave entitlement but that they demanded the leave allowance to be increased as follows:—

	Sh.
Grade A	100
Grade B	100
Grade C	100
Grade D	150
Grade E	200
Grade F	200

They pointed out that the present leave allowance was not adequate as employees wanted to visit different parts of Kenya during their leave.

(f) *Medical Scheme*.—The Claimants requested the Court to amend the existing agreement on this issue in the following respects:—

"(i) *Examination*:

An employee shall submit to a medical examination by a government medical officer or a medical practitioner nominated by the Association or the employee at the Association's expense.

(ii) *Absence from Employment due to Sickness or Injury*:

An employee who falls sick or is injured otherwise than in the terms of the Workmen's Compensation Act (when that Act shall apply) or is granted authorized sick leave, shall, subject to medical certification, receive payment in the terms set forth hereunder:—

Three months on full pay.

Three months on half pay.

Any payment beyond this period shall be by agreement between the Association and the Union."

(iii) *Confinement*:

As per Brewing Agreement.

This they contended would remove the hardship which their members were suffering at present.

(g) *Termination of Contract*.—The Claimants demanded that the length of notice for termination of an employee's services should vary with the number of years of his service and submitted the following amendments:—

"(i) Three months' notice in writing or three months wages in lieu thereof in case of those employees whose services were above five years.

(ii) two months' notice in writing or salary in lieu thereof in case of employees who had less than five years' service."

(h) *Redundancy*.—The Claimants submitted that the Respondents should discuss with them any problems of redundancy before any steps were taken in the matter. Then in the event of an employee being declared redundant he should be entitled to—

- (i) three months' notice or wages in lieu thereof;
- (ii) three months' additional wages;
- (iii) cash in lieu of leave earned up to the date of redundancy together with the leave travelling allowance;
- (iv) priority for re-engagement or transfer to any other establishment of the Respondents;
- (v) all other benefits under the existing agreement;
- (vi) the principle of last in, first out should be strictly followed subject to consideration for individual merit and domestic responsibilities.

(i) *Special Allowances*.—The Claimants demanded shift allowance, standby allowance and recall allowance under this issue. They submitted that employees had to sacrifice their normal routine and had to be available for shift duty, for standby duty and were also liable to be recalled for work outside normal working hours. They demanded 75 cents per hour additional payment by way of shift allowance and Sh. 10 per day as a standby allowance. A sum of Sh. 20 was demanded for recall allowance in addition to overtime entitlement. Finally a tools allowance of Sh. 50 per month was demanded in respect of those employees who used their own tools on Respondents' work.

(f) *Bonus*.—The Claimants submitted that incentive should be provided for the employees to increase production and suggested a bonus payment to all employees at the rate of a half month's basic wage every six months.

(k) *Effective Date of Agreement*.—The Claimants pointed out that the 14 months' wage standstill under the Tripartite Agreement had expired in September 1965 and that the effective date should be 1st October 1965.

MAIN SUBMISSIONS ON BEHALF OF THE RESPONDENTS

4. (a) *Wages Schedule*.—The Respondents submitted that during the course of negotiations they had sought from the Claimants some rationale in respect of their demands for the enhancement of current terms and conditions of service. They stated that the Claimants demands were not in pursuit of an identifiable logical practice as the current wage structure made provision for the adequate remuneration of employees. In this context they drew the Court's attention to page 26 of the 1964 I.L.O. publication on Wages. They further stated that there must be some forceful reason for a deviation from the structure before the end of its active life. The reason being that with an implemental policy the top level was presumably the rate for the job which the employee could legitimately expect to receive once he had absorbed all the necessary expertise. The Claimants had failed to show by comparative figures that the wage which was the top level of the scale was now or was likely to be out of date. There was absolutely no merit in the Claimants' proposed 50 per cent rise in the entrant level. They requested the Court to draw a line and say that there must be an end to the "I want" school of demand. They very strongly submitted that the Claimants had not produced one word, one fact, one figure designed to show that the Respondents' Group had a need to re-examine the present structure and enhance it. They drew the Court's attention to certain extracts from the "Africa Advisory Committee's second session in Tananarive—April 1962". The gist of which was that an improvement in general living standards in Africa could only be founded on a faster rate of economic development. It was further pointed out that for Africa an acceleration of the pace of economic development was the most urgent and social need to which the other social programmes must be related. The Respondents maintained that in this particular dispute the Court was not confronted with Respondents who lagged behind contemporary wage trends. The Respondents in the context of the current business recession had asked the Claimants for a breathing space and requested the Court to grant them the same. The Respondents requested the Court to put a brake on the ascending wage spiral.

With these various factors in mind the Respondents had negotiated with the Claimants and had made the following comprehensive offer related to a specific length of life:—

		Basic	Two-year	Five-year
		Sh.	Sh.	Sh.
Grade A	..	230	250	280
Grade B	..	280	310	355
Grade C	..	355	395	455
Grade D	..	455	505	580
Grade E	..	580	640	730
Grade F	..	730	830	980

The Respondents submitted that they were satisfied with the improvements which they had offered and that the improvements were worthy of acceptance as they would in all circumstances, appear to fit in with what was appropriate.

(b) *Gratuity*.—The Respondents submitted that unless there were exceptional circumstances a benefit of this nature should not be changed. This they pointed out was in line with the Court's views expressed in Cause Nos. 26 and 27 of 1965.

(c) The Respondents maintained that they were well up with the leaders in the field of wages and terms and conditions of employment. The working week was 45 hours and the nature of the industry made it essential that the working week was spaced out between Monday and Saturday. If an employee exceeded his 45 hours by Saturday noon then he was paid time and half for all extra hours worked, with the exception of Sundays and Public Holidays when he received double time.

(d) *Housing*.—The Respondents stated that at the Claimants' request the housing element had been consolidated into the wages in 1962 and that the introduction of this demand now was merely a negotiating gambit and should be dismissed as such.

(e) *Leave and Leave Allowance*.—The Respondents stated that as the Claimants had withdrawn leave as an issue in dispute the Court was left with the question of leave allowance only and on this issue the parties had not negotiated. They requested the Court to refer this matter back to the parties for further negotiations. Without prejudice to this they maintained that the current rate of leave allowance was very fair.

(f) *Medical Scheme*.—The Respondents stated that the Court had only to examine in detail the Claimants' proposal on this subject to appreciate how lacking in realism it was. The Claimants had chosen to ignore the present, not ungenerous, provision. It was hoped that in any socialist context the provision of medical benefits for man, woman or child would be the responsibility of the State. They requested the Court to make a nil award.

(g) *Termination of Contract*.—The Respondents forwarded the practice of pay in lieu of notice as one of the principle reasons for the rejection of the Claimants' demand under this issue. They stated that it would be manifestly wrong for the Court to make an award which would prevent an employee, unable to bear the cost of three months' pay, from terminating his employment in the correct fashion at a time when circumstances dictated immediate action.

(h) *Redundancy*.—The Respondents drew the Court's attention to clause 16 on page 7 of their Terms and Conditions of Service. They requested the Court to note that they had already made adequate and equitable provision for the termination of employment on the grounds of redundancy.

(i) *Special Allowance*.—The Respondents made strong submissions in rejecting the four demands made by the Claimants under this issue. They pointed out that no employee was asked to provide tools of any form to carry out his work. The other allowances had been introduced to provide future material for a buy-out and consolidation. The Respondents requested the Court to stop any Union coming before it with such specious claims without facts and adequate reasons to support them. They accordingly requested the Court to reject these demands.

(j) *Bonus*.—The Respondents stated that they had not conceded their prerogative on this issue and submitted that this issue was not negotiable.

(k) *Effective Date of Agreement*.—The Respondents pointed out that their Terms and Conditions of Service were approved on the 30th December 1963, at a date prior to the introduction of the Tripartite Agreement and were back-dated to the 1st July 1963 with an effective life of 12 months. They claimed 14 months' wage standstill from 1st July 1964 and requested the Court to make the effective dates of its award from the expiry date of the wage standstill.

AWARD

5. The Court, having very carefully considered the various submission of the Parties, makes the following Award:—

(a) *Wages Schedule*.—All employees shall be granted a wage increase of Sh. 15 per month.

(b) *Gratuity*.—The Court refers this back to the parties for further negotiations as the Claimants during the hearing submitted different demands to those made in their written submissions.

(c) *Overtime*.—Nil award.

(d) *Housing*.—Nil award.

(e) *Leave and Leave Allowance*.—The Court awards leave allowances as follows:—

	Sh.
Grade A	75
Grade B	75
Grade C	75
Grade D	85
Grade E	120
Grade F	120

(f) *Medical Scheme*.—Nil award.

(g) *Termination of Contract*.—The Court awards that the existing agreement between the parties under this issue shall be amended to the extent of making provision for one month's notice in respect of those employees under five years' service, and two months' notice in respect of those employees with over five years of service.

(h) *Redundancy*.—Nil award.

(i) *Special Allowances*.—Nil award.

(j) *Bonus*.—Nil award.

(k) *Effective Date of Agreement*.—This award shall be with effect from 1st October 1965 and shall be for a period of 12 months.

Given in Nairobi this 6th day of January 1966.

SAEED R. COCKAR,
President.

E. OMOLO AGAR, M.P.,
Vice-President.

JEREMIAH CHUNGULI,
Member.

GAZETTE NOTICE No. 87

THE INDUSTRIAL COURT

CAUSE No. 55 OF 1965

Parties:—

The Kenya Union of Commercial Food and Allied Workers
(*Claimants*) Brewing and Bottling Section
and

The Kenya Ice and Aerated Water Factory (*Respondents*)

Issue in dispute:—

The payment of severance pay for five employees declared redundant as a result of the last Industrial Court Award.

1. The Parties were heard in Nairobi on 18th December 1965.

MAIN SUBMISSIONS ON BEHALF OF THE CLAIMANTS

2. The Claimants submitted that after the Court's Award in Cause No. 9 of 1965, granting wage increases to the Respondents' employees was published, the Respondents had declared five of their employees redundant. No severance pay was given to them. The Claimants maintained that the five employees who had service ranging from 4 years to 11 years with the Respondents should be granted one month's pay for every completed year of service by way of severance pay, as they had lost their employment through no fault of their own. The Claimants felt that this was a case where their demand was fully justified. They pointed out that before the Conciliator in Mombasa they had reduced their demand to two weeks' pay for every year of service and, eventually, keeping in mind the Respondents' extremely poor financial position, had agreed to accept Sh. 500 for all five employees, but agreement could not be reached.

MAIN SUBMISSIONS ON BEHALF OF THE RESPONDENTS

3. The Respondents stated that they were running the business at a loss due to severe competition from larger and more prosperous firms. After the Court's Award they were forced most reluctantly to reduce their staff and in dismissing the five employees they had followed the principle of last in, first out. The Respondents produced to the Court documentary evidence supporting their extremely poor financial position and pointed out that in spite of this they had offered to pay Sh. 400 by way of compensation to all five employees by two instalments. This they submitted was very reasonable under the circumstances.

AWARD

4. During the hearing of this dispute the Parties came to a compromise and the Court accordingly makes the following award in accordance with the Parties' desire:—

The Respondents shall pay a sum of Sh. 500 to all employees at the rate of Sh. 100 per employee. This amount shall be paid in four equal monthly instalments commencing on 5th January 1966, and thereafter on the 5th of each month. The instalments shall be deposited at the Senior Labour Officer's office in Mombasa.

Given in Nairobi this 24th day of December 1965.

SAEED R. COCKAR,
President.

JOHN WATTS,
MRS. E. MUTURI,
Members.

GAZETTE NOTICE No. 88

(LND. 3/1/4/23)

THE TRUST LAND ACT

(Cap. 288)

SETTING APART OF LAND

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

SCHEDULE

Place.—Kimorigo, Taveta, Taita District.

Purpose.—Irrigation scheme.

Area.—643.2 acres (approximately).

Description of land:—

The land is situated approximately six miles to the south of Taveta Township. The boundaries are demarcated on the ground and are described as follows:—

Starting from a point A, which is an iron pin in concrete beacon known as R.11 on Produce Road from Taveta towards Ngutini, from which Mwakina Hill and Eldoro Mission Hill are 6 miles and 1½ miles distant, on bearings of 255° 30' and 273° respectively;

thence for 2884 feet on a bearing of 347° to point B;
thence for 895 feet on a bearing of 347° 30' to point C;
thence for 507 feet on a bearing of 348° to point D;
thence for 201.5 feet on a bearing of 348° to point E;
thence for 81 feet on a bearing of 358° 30' to point F;
thence for 307 feet on a bearing of 76° 30' to point G;
thence for 888 feet on a bearing of 7° to point H;
thence for 1,749 feet on a bearing of 6° 30' to point I;
thence for 235 feet on a bearing of 109° to point J;
thence for 1,545 feet on a bearing of 169° 30' to point K;
thence for 895 feet on a bearing of 170° to point L;
thence for 397 feet on a bearing of 173° 30' to point M;
thence for 294.5 feet on a bearing of 162° 30' to point N;
thence for 571.5 feet on a bearing of 169° to point O;
thence for 605.5 feet on a bearing of 168° 30' to point P;
thence for 902 feet on a bearing of 168° to point Q;
thence for 930 feet on a bearing of 169° 30' to point R;
thence for 1,118.5 feet on a bearing of 169° 30' to point S;
thence for 894 feet on a bearing of 169° to point T;
thence for 555 feet on a bearing of 169° 30' to point U;
thence for 228 feet on a bearing of 169° 30' to point V;
thence for 723 feet on a bearing of 181° to point W;
thence for 574 feet on a bearing of 185° to point X;
thence for 377 feet on a bearing of 192° to point Y;
thence for 449 feet on a bearing of 194° to point Z;
thence for 574 feet on a bearing of 207° 30' to point A1;
thence for 767 feet on a bearing of 229° 30' to point B1;
thence for 547 feet on a bearing of 251° to point C1;
thence for 1,130 feet on a bearing of 272° 30' to point D1;
thence for 746 feet on a bearing of 247° to point E1;
thence for 455 feet on a bearing of 223° 30' to point F1;
thence for 550 feet on a bearing of 209° 30' to point G1;
thence for 2,000 feet on a bearing of 320° to point H1;
thence for 2,100 feet on a bearing of 48° to point I1;
thence for 2,455 feet on a bearing of 346° 30' to point J1;
thence for 2,815 feet on a bearing of 75° 30' back to the starting point A.

All bearings given above are magnetic.

A plan of the area may be inspected at the office of the District Commissioner, Taita, Wundanyi.

Dated this 3rd day of January 1966.

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

GAZETTE NOTICE No. 89

(LND. 3/1/3/5)

THE TRUST LAND ACT
(Cap. 288)

SETTING APART OF LAND

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

SCHEDULE

Place.—Kariani, Nithi Division, Meru District.

Purpose.—Educational purpose with the approval of the Chief Education Officer.

Area.—12 acres (approximately).

Description of land:—

This land is situated approximately $1\frac{1}{4}$ miles to the east of Marima Trading Centre. The boundaries are demarcated on the ground and are described as follows:—

Starting from a point A, which is a concrete beacon, from which School building and Coffee plantation are 435 feet and 76 feet distant, on bearing of 89° and 214° respectively;

thence for 580 feet on a bearing of 22° to point B;

thence for 889 feet on a bearing of $112^\circ 30'$ to point C;

thence for 580 feet on a bearing of $199^\circ 45'$ to point D;

thence for 910 feet on a bearing of $292^\circ 45'$ back to the starting point A.

All bearings given above are magnetic.

A plan of the area may be inspected at the office of the District Commissioner, Meru District.

Dated this 5th day of January 1966.

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

GAZETTE NOTICE No. 90

(LND. 3/1/3/5)

THE TRUST LAND ACT
(Cap. 288)

SETTING APART OF LAND

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

SCHEDULE

Place.—Mbweru, Nithi Division, Meru District.

Purpose.—Educational purpose with the approval of the Chief Education Officer.

Area.—12 acres (approximately).

Description of land:—

This land is situated approximately seven miles to the east of Chuka Trading Centre. The boundaries are demarcated on the ground and are described as follows:—

Starting from a point A, which is a concrete beacon, from which Tungu River and Mbweru beacon are 600 feet and 515 feet distant, on bearings of 6° and 233° respectively;

thence for 192 feet on a bearing of 180° to point B;

thence for 370 feet on a bearing of 90° to point C;

thence for 400 feet on a bearing of $181^\circ 30'$ to point D;

thence for 1,000 feet on a bearing of 270° to point E;

thence for 594 feet on a bearing of $1^\circ 30'$ to point F;

thence for 625 feet on a bearing of 90° back to the starting point A.

All bearings given above are magnetic.

A plan of the area may be inspected at the office of the District Commissioner, Meru District.

Dated this 5th day of January 1966.

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

GAZETTE NOTICE No. 91

(LND. 3/1/3/5)

THE TRUST LAND ACT
(Cap. 288)

SETTING APART OF LAND

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

SCHEDULE

Place.—Kiamugi, Nithi Division, Meru District.

Purpose.—Educational purpose with the approval of the Chief Education Officer.

Area.—12 acres (approximately).

Description of land:—

This land is situated approximately one mile to the east of Chuka Trading Centre. The boundaries are demarcated on the ground and are described as follows:—

Starting from a point A, which is a concrete beacon, from which Chuka Mission and Chuka Agricultural Farm are 5,700 feet and 2,400 feet distant, on bearings of 266° and 338° respectively;

thence for 570 feet on a bearing of 112° to point B;

thence for 378 feet on a bearing of 188° to point C;

thence for 447 feet on a bearing of 106° to point D;

thence for 208 feet on a bearing of 169° to point E;

thence for 309 feet on a bearing of 250° to point F;

thence for 229 feet on a bearing of $289^\circ 45'$ to point G;

thence for 700 feet on a bearing of 300° to point H;

thence for 613 feet on a bearing of 16° back to the starting point A.

(The portion of Road No. C.810 from Tharaka to Chuka passing through this plot is excluded from this setting apart of land.)

All bearings given above are magnetic.

A plan of the area may be inspected at the office of the District Commissioner, Meru District.

Dated this 5th day of January 1966.

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

GAZETTE NOTICE No. 92

(LND. 3/1/3/5)

THE TRUST LAND ACT
(Cap. 288)

SETTING APART OF LAND

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

SCHEDULE

Place.—Kathangachini, South Imenti Division, Meru District.

Purpose.—Educational purpose with the approval of the Chief Education Officer.

Area.—12 acres (approximately).

Description of land:—

This land is situated approximately $\frac{1}{4}$ mile to the west of Kathangachini Trading Centre. The boundaries are demarcated on the ground and are described as follows:—

Starting from a point A, which is a concrete beacon, from which Headman's camp and Kathangachini Hill are 350 feet and 5,720 feet distant, on bearings of $98^\circ 30'$ and 198° respectively;

thence for 300 feet on a bearing of 360° to point B;

thence for 338 feet on a bearing of 270° to point C;

thence for 400 feet on a bearing of $356^\circ 30'$ to point D;

thence for 840 feet on a bearing of $85^\circ 30'$ to point E;

thence for 692 feet on a bearing of $168^\circ 30'$ to point F;

thence for 250 feet on a bearing of 269° to point G;

thence for 370 feet on a bearing of 256° back to the starting point A.

All bearings given above are magnetic.

A plan of the area may be inspected at the office of the District Commissioner, Meru District.

Dated this 5th day of January 1966.

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

GAZETTE NOTICE No. 93

THE AFRICAN LIQUOR ACT
(Cap. 122)

KWALE AFRICAN LIQUOR LICENSING BOARD

DULY authorized by the Provincial Commissioner, Coast Province, a special meeting of the Kwale African Liquor Licensing Board will be held in the District Commissioner's Office, Kwale, at 10 a.m. on Monday, 31st January 1966, to consider applications for tapping, manufacturing and selling African intoxicating liquor from applicants whose applications were not considered at the Board's meeting on 6th December 1965.

Applicants for licences must appear in person or by an advocate before the Liquor Licensing Board.

J. P. I. BONYO,
Chairman,
Kwale African Liquor Licensing Board.

Kwale,
30th December 1965.

GAZETTE NOTICE No. 94

THE AFRICAN LIQUOR ACT
(Cap. 122)

ISIOLO AFRICAN LIQUOR LICENSING BOARD

THE following African Liquor Licence application was approved at the meeting of the Isiolo African Liquor Licensing Board held at the District Commissioner's office, Isiolo, on 6th December 1965, at 10 a.m.:—

NEW APPLICATION

Messrs. Thuraniira and Kirima, Plot No. 90, Isiolo.

The following African Liquor Licence applications were not approved:—

Messrs. Nicholas Wachira and Co., Plot No. 93, Isiolo.

Perminus Mugambi, Plot No. 1, Bulla Bessa, Isiolo.

Simeon M'Ringeri, Plot No. 11, Garba Tulla, via P.O. Isiolo.

R. K. MUSYOKI,
Chairman,
Isiolo African Liquor Licensing Board.

GAZETTE NOTICE No. 95

THE LIQUOR LICENSING ACT
(Cap. 121)

MACHAKOS LIQUOR LICENSING COURT

DULY authorized by the Provincial Commissioner, Eastern Province, a special meeting of the Machakos Liquor Licensing Court will be held at the District Commissioner's office, Machakos, at 10 a.m., on Tuesday, 25th January 1966, to consider the following applications:—

LATE RENEWAL

General Retail Liquor Licence

Oleo Odongo, Athi River Social Hall.

GRANT

Malt and Non-spiruous Liquor On-licence

Lewis De Souza, Kibwezi Service Station.

REMOVAL

Oleo Odongo, from Athi River Social Hall to Plot No. 337/173 (The New Athi Bar and Restaurant).

I. K. CHELUGET,
President,
Machakos Liquor Licensing Court.

GAZETTE NOTICE No. 96

THE LIQUOR LICENSING ACT
(Cap. 121)

NORTH COAST LIQUOR LICENSING COURT

DULY authorized by the Provincial Commissioner, Coast Province, a special meeting of the North Coast Liquor Licensing Court will be held at the office of the District Commissioner, Kilifi, on Monday, 24th January 1966, at 10 a.m., to consider the following application:—

NEW APPLICATION

Wine Merchant's and Grocer's Liquor Licence

Messrs. Deshpal Wadhwa and Om Parkash Wadhwa, trading as Desho, P.O. Box 282, Malindi.

C. P. OKECH,
President,
North Coast Liquor Licensing Court,
Kilifi.

Kilifi,
23rd December 1965.

GAZETTE NOTICE No. 97

THE LIQUOR LICENSING ACT
(Cap. 121)

SIRIKWA LIQUOR LICENSING COURT

DULY authorized by the Provincial Commissioner, Rift Valley Province, a special meeting of the Sirikwa Liquor Licensing Court will be held in the District Commissioner's office, Eldoret, at 10 a.m. on Monday, 31st January 1966, to consider the following liquor licence application:—

Malt and Non-spiruous Liquor On-licence

Peter Njoroge, trading as Bahati Beer Club, P.O. Box 12, Nandi Hills.

R. A. RIYAMY,
President,
Sirikwa Liquor Licensing Court.

Eldoret,
28th December 1965.

GAZETTE NOTICE No. 98

THE LIQUOR LICENSING ACT
(Cap. 121)

NAROK LIQUOR LICENSING COURT
(Statutory Meeting)

THE statutory meeting of the Narok Liquor Licensing Court which was due to be held on Friday, 7th January 1966, at 10 a.m., in the District Commissioner's office, is now postponed until further notice.

CHARLES ODUK,
President,
Narok Liquor Licensing Court.

Narok,
31st December 1965.

GAZETTE NOTICE No. 99

THE LIQUOR LICENSING ACT
(Cap. 121)

KIRINYAGA LIQUOR LICENSING COURT

DULY authorized by the Provincial Commissioner, Central Province, Nyeri, a special meeting of the Kirinyaga Liquor Licensing Court will be held in the District Commissioner's office, Kerugoya, on Tuesday, 8th February 1966, at 10 a.m., to consider the following applications:—

RENEWALS

Nyaga Gikunju, Plot No. A1, Mutitu Market, P.O. Kerugoya.
Messrs. Douglas Mutegi and Kirunyu Wabu, Plot No. 1, Boma Village, P.O. Box 80, Kerugoya.

F. K. CHEROGONY,
District Commissioner,
Kirinyaga.

GAZETTE NOTICE No. 100

IN THE HIGH COURT OF KENYA AT NAIROBI

ELECTION PETITION No. 2 OF 1965

**IN THE MATTER OF THE NATIONAL ASSEMBLY
ELECTIONS ACT, 1960**

AND

**IN THE MATTER OF NATIONAL ASSEMBLY
ELECTIONS (ELECTIONS) REGULATIONS, 1964**

AND

**IN THE MATTER OF AN ELECTION FOR SENATE
FOR WEST POKOT CONSTITUENCY WHEREIN
POGISHO GREGORY WAS RETURNED UNOPPOSED**

Porriot Ezekiel Kassachon, *Petitioner*

and

G. W. O'Amoth (Returning Officer, West Pokot Constituency),
Respondent No. 1

Pogisho Gregory, *Respondent No. 2*

NOTICE OF HEARING

(Rule 18 of the Election Petition Rules, 1961)

To:—

1. Porriot Ezekiel Kassachon, Esq. (Petitioner), c/o Hamilton Harrison and Mathews, advocates, Esso House, Nairobi.
2. G. W. O'Amoth, Esq. (Returning Officer, Senate West Pokot Constituency).
3. Pogisho Gregory, Esq.

TAKE NOTICE that the hearing of this petition has been fixed for 27th and 28th of January 1966, at 10.30 o'clock in the forenoon or as soon thereafter as the petition can be heard by the Election Court of the Republic of Kenya, at the Law Courts, Nairobi.

Given under my hand and Seal of the Court at Nairobi this 5th day of January 1966.

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

GAZETTE NOTICE No. 101

IN THE HIGH COURT OF KENYA
IN THE DISTRICT DELEGATE'S COURT AT ELDORET
PROBATE AND ADMINISTRATION

CAUSE No. 18 of 1965

*Notice of application for grant of probate with will annexed
for the estate of the late Jessie Florence Valpy of Kitale,
Trans Nzoia District, Kenya.*

TAKE NOTICE that application having been made in this Court by Evelyn Elizabeth Valpy and Gordon Macarthur Valpy both of P.O. Box 331, Kitale, Trans Nzoia District, Kenya, for the grant of probate of the will of the late Jessie Florence Valpy of Kitale, Trans Nzoia District, Kenya, who died at Kitale, Trans Nzoia District, Kenya, on 11th July 1965: this Court will proceed to issue the same unless cause be shown to the contrary and appearance in this respect entered on or before 30th January 1966.

M. R. PABARY,
District Delegate,

Eldoret, *Districts of Uasin Gishu, Trans Nzoia,
Nandi, Elgeyo and Marakwet.*
30th December 1965.

GAZETTE NOTICE No. 102

IN THE HIGH COURT OF KENYA
IN THE DISTRICT DELEGATE'S COURT AT ELDORET
PROBATE AND ADMINISTRATION

CAUSE No. 17 of 1965

*Notice of application for grant of probate with will annexed
for the estate of the late Thomas Louw of Kaptagat, Uasin
Gishu District, Kenya.*

TAKE NOTICE that application having been made in this Court by Norman William Smith, a duly constituted attorney of the Standard Bank Limited, P.O. Box 30003, Nairobi, for grant of probate of the will of the estate of the late Thomas Louw of Kaptagat, Uasin Gishu District, Kenya, who died at Kaptagat, Uasin Gishu District, Kenya, on 8th September 1965: this Court will proceed to issue the same unless cause be shown to the contrary and appearance in this respect entered on or before 24th January 1966.

M. R. PABARY,
District Delegate,

Eldoret, *Districts of Uasin Gishu, Nandi, Elgeyo,
Trans Nzoia and Marakwet.*
24th December 1965.

GAZETTE NOTICE No. 103

IN THE HIGH COURT OF KENYA
AT MOMBASA DISTRICT REGISTRY
PROBATE AND ADMINISTRATION

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

(1) CAUSE No. 76 of 1965

By Rasiklal Maneklal Ruparelia and Anilkumar Maneklal Ruparelia, both of Mombasa in Kenya, the executors named in the will of the deceased, through Messrs. A. B. Patel and Patel, advocates of Mombasa aforesaid, for a grant of probate of the will of the late Maneklal Kalidas Kanji of Mombasa aforesaid, who died at Mombasa aforesaid on the 14th day of July 1965.

(2) CAUSE No. 77 of 1965

By Marie Wilhelmina Ella Guthrie of Mombasa in Kenya, the widow of the deceased, through Messrs. Bryson and Bowyer, advocates of Mombasa, for a grant of letters of administration intestate of the estate of the late Wilfred Alexander Guthrie of Mombasa in Kenya, who died at Pinetown, Natal, South Africa, on the 2nd day of September 1965.

(3) CAUSE No. 78 of 1965

By Abdulmajid Zakariya of Mombasa in Kenya, the son of the deceased, through Anil Suchak, Esq., advocate of Mombasa aforesaid, for a grant of letters of administration intestate of the estate of the late Zakariya Haji Alimohamed of Mombasa, who died at Mombasa on the 7th day of July 1964.

(4) CAUSE No. 79 of 1965

By Osman Essak of Mombasa in Kenya, the executor named in the will of the deceased, through Messrs. Sachdeva and Company, advocates of Mombasa aforesaid, for a grant of probate of the will of the late Suleman Saleh of Mombasa aforesaid, who died at Mombasa aforesaid on the 27th day of October 1964.

This Court will proceed to issue the same unless cause be shown to the contrary and appearance in this respect entered on or before the 1st day of February 1966.

A. R. W. HANCOX,
*Deputy Registrar,
High Court of Kenya,
Law Courts, Mombasa.*

Mombasa,
23rd December 1965.

Note.—The wills mentioned above are deposited and open to inspection at the Court.

GAZETTE NOTICE No. 104

IN THE HIGH COURT OF KENYA AT NAIROBI
PROBATE AND ADMINISTRATION

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

(1) CAUSE No. 281 of 1965

By National and Grindlays Bank Limited of P.O. Box 30402, Nairobi in Kenya, the attorney of National Provincial Channel Islands Executor and Trustee Company Limited in the Island of Jersey, the executor named in the will and codicils of the deceased, through Messrs. Hamilton Harrison and Mathews, advocates of Nairobi, for resealing in Kenya, grant of probate granted by the Probate Division of the Royal Court of Jersey, of the estate of Hugh Kettles-Roy of Grouville in the Island of Jersey, who died at Grouville aforesaid on the 19th day of July 1965.

(2) CAUSE No. 1 of 1966

By Dominica Mariana Fernandes e Monteiro of P.O. Box 600, Nairobi in Kenya, the widow of the deceased, through Alexander Carvalho, Esq., advocate of Nairobi, for a grant of letters of administration intestate of the estate of Domingos Joao Monteiro also known as Domingo Joao Monteiro of Nairobi in Kenya who died at Nairobi aforesaid on the 20th day of June 1963.

(3) CAUSE No. 2 of 1966

By Saderudeen Kara Teja of P.O. Box 12333, Nairobi in Kenya, the executor named in the will of the deceased, through Messrs. Ishani and Ishani, advocates of Nairobi, for a grant of probate of the will of Khatijabai Kara Teja of Nairobi in Kenya, who died at Nairobi aforesaid on the 13th day of September 1965.

(4) CAUSE No. 4 of 1966

By The Standard Bank Limited formerly known as the Standard Bank of South Africa Limited, of P.O. Box 30299, Nairobi in Kenya, the executor named in the will and codicil of the deceased, through K. S. D. Ennion, Esq., advocate of Nairobi, for a grant of probate of the will and codicil of Archibald Craig Amy of Karen in Kenya, who died at Karen aforesaid on 29th October 1965.

This Court will proceed to issue the same unless cause be shown to the contrary and appearance in this respect entered on or before the 25th day of January 1966.

M. F. PATEL,
*Deputy Registrar,
High Court of Kenya, Nairobi.*
Nairobi,
6th January 1966.

Note.—The wills and codicils mentioned above are deposited and open to inspection at the Court.

GAZETTE NOTICE No. 105

IN THE HIGH COURT OF KENYA AT NAKURU
PROBATE AND ADMINISTRATION

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

CAUSE No. 22 of 1965

By Sverre Haug of P.O. Box 50, Elburgon in Kenya, one of the executors named in the will of the deceased, through B. R. Paterson-Todd, Esq., advocate of Nakuru, for a grant of probate of the will of the late Harold Summerfield Lewis of P.O. Box 21, Elburgon aforesaid, who died at Nakuru on the 26th day of June 1965.

This Court will proceed to issue the same unless cause be shown to the contrary and appearance in this respect entered on or before the 25th day of January 1966.

S. K. SACHDEVA,
*District Delegate,
High Court of Kenya, Nakuru.*
Nakuru,
29th December 1965.

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

GAZETTE NOTICE No. 106

IN THE HIGH COURT OF KENYA AT NAKURU
PROBATE AND ADMINISTRATION

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

CAUSE No. 21 of 1965

By Sonja Lilian Elizabeth Molvig of P.O. Box 30125, Nairobi in Kenya, the sister of the deceased, through Messrs. Cresswell Mann and Dod, advocates of Nakuru, for a grant of letters of administration intestate of the estate of Kristian Olav Molvig of Lanet, Nakuru in Kenya, who died at London Hospital, Stepney, London, England, on the 2nd day of May 1964.

This Court will proceed to issue the same unless cause be shown to the contrary and appearance in this respect entered on or before the 18th day of January 1966.

S. K. SACHDEVA,
*District Delegate,
High Court of Kenya, Nakuru.*
Nakuru,
24th December 1965.

GAZETTE NOTICE No. 107

PROBATE AND ADMINISTRATION

TAKE NOTICE that after 14 days from the date of this Gazette, I intend to apply to the High Court at Nairobi for representation of the estates of the persons named in the second column of the Schedule hereto, who died on the dates respectively set forth against their names.

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

SCHEDULE

Public Trustee's Cause No.	Name of Deceased	Address	Date of Death	Testate or Intestate
1/66	Badiru Kisambira	Iganga, Uganda	25-12-64	Intestate
2/66	Joseph Ngene Kimani	Gatukuyu Village, Thika	14-3-65	Intestate
3/66	Michael Ngene Gicharu	"	13-3-65	Intestate

Nairobi,
6th January 1966.

O. J. BURNS,
Deputy Public Trustee.

GAZETTE NOTICE No. 108

ALICE FRANCES CLOETE, DECEASED

TAKE NOTICE that all persons having any claims against the estate of the above-named deceased who died on the 24th day of December 1965, at Kitale in the Trans Nzoia District of the Republic of Kenya, are required to prove such claims before me the undersigned or on before the 31st day of March 1966, after which date the claims so proved will be paid and the estate distributed according to law.

Kitale,
28th December 1965.

C. A. MOTT,
Advocate for the Executors,
P.O. Box 482, Kitale.

GAZETTE NOTICE No. 109

ALBERT TRUMP, DECEASED

NOTICE is hereby given, pursuant to section 29 of the Trustee Act (Cap. 167), that any person having a claim against or an interest in the estate of the late Albert Trump of 48a East Avenue, Bournemouth, England, who died at Bournemouth on 2nd August 1965, is hereby required to send particulars in writing of his or her claim or interest to Barclays Bank D.C.O., Trustee Department, P.O. Box 30356, Nairobi, before 14th March 1966, after which date the executors will distribute the estate among the persons entitled thereto having regard only to the claims and interests of which they have had notice and will not as respects the property so distributed be liable to any person of whose claim they shall not then have had notice.

Dated the 5th day of January 1966.

BARCLAYS BANK D.C.O.,
Trustee Department,
P.O. Box 30356, Nairobi.

GAZETTE NOTICE No. 110

THE BANKRUPTCY ACT

(Cap. 53)

RECEIVING ORDER

Debtor's name.—Aisha Bibi widow of Meraj Din.
Address.—Plot No. 70, Sclaters Road, P.O. Box 1824, Nairobi (formerly of Kisumu).
Description.—Housewife.
Date of filing petition.—3rd January 1966.
Court.—High Court of Kenya at Nairobi.
No. of matter.—B.C. 17 of 1965.
Date of order.—4th January 1966.
Whether debtor's or creditors' petition.—Debtor's.
Act or Acts of Bankruptcy.—Presentation of petition in bankruptcy.

Nairobi,
6th January 1966.

M. L. HANDA,
Deputy Official Receiver.

GAZETTE NOTICE No. 111

IN THE HIGH COURT OF KENYA AT NAIROBI

IN BANKRUPTCY CAUSE No. 16 OF 1963

(Summary Manner)

Re: Denis Charles Firth, bankrupt

THE bankrupt having applied to the Court for his discharge, the Court has fixed Friday, the 18th day of February 1966, at 10.30 o'clock in the forenoon, at Law Courts, Nairobi, for hearing the application.

Dated this 4th day of January 1966.

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

GAZETTE NOTICE No. 112

IN THE MATTER OF THE COMPANIES ACT

(Cap. 486)

AND

IN THE MATTER OF RULIA RAM & SONS LIMITED

(Members' Voluntary Winding Up)

NOTICE OF APPOINTMENT OF LIQUIDATOR

(Rule 51)

Name of Company.—Rulia Ram and Sons Limited.

Address of registered office.—Regal Mansion, Government Road, Nairobi.

Registered postal address.—P.O. Box 142, Nairobi.

Nature of business.—Money lending and landlords.

Liquidator's name.—Manohar Lall.

Liquidator's address.—P.O. Box 2027, Shamas House, Latema Road, Nairobi.

Date of appointment.—31st December 1965.

By whom appointed.—Shareholders.

Dated at Nairobi this 3rd day of January 1966.

MANOHAR LALL,
Liquidator.

GAZETTE NOTICE No. 113

IN THE MATTER OF THE COMPANIES ACT

(Cap. 486)

AND

IN THE MATTER OF RULIA RAM & SONS LIMITED

MEMBERS' VOLUNTARY WINDING UP

NOTICE is hereby given that at an extraordinary general meeting of the members of Rulia Ram and Sons Limited, held at the Company's registered office in Regal Mansion on 31st December 1965, the following special resolutions were passed:—

1. That the Company be wound up voluntarily and that Manohar Lall of P.O. Box 2027, Nairobi, be and is hereby appointed liquidator for the purpose of such winding up.

2. That it having been resolved that the Company be wound up, the liquidator be and is hereby authorized in accordance with Article 51 of the Companies Articles of Association, to distribute amongst the members *in specie* the whole or any part of the assets of the Company, and do such other things as come within the terms and conditions of the said Article, and furthermore, for such purpose to set such value as he deems fair upon any one or more class or classes of property and to determine how such division shall be carried out as between the members.

Creditors of the Company are required on or before the 28th day of February 1966, to send full particulars of all claims they may have against the said Company to Manohar Lall, P.O. Box 2027, Shamas House, Latema Road, Nairobi, and if so required by notice in writing from the said Manohar Lall, are personally required to come in and prove their debts and claims set out in such notice, or in default thereof they may be excluded from the benefit of any distribution made before such debts are proved.

Nairobi,
3rd January 1966.

MANOHAR LALL,
Liquidator.

GAZETTE NOTICE No. 114

THE COMPANIES ACT
(Cap. 486)

IT IS notified for general information that the following companies have been incorporated in Kenya during the period 1st December to 31st December 1965:—

PRIVATE COMPANIES

<i>Name of Company</i>	<i>Nominal Capital Sh.</i>	<i>Address of Registered Office</i>
Blue Hills Farmers Company Limited	150,000	L.R. 3846, Lumbwa.
Kaptele Kipagenge Tea-Farm and Economic Development Company Limited	9,000	Litein.
Kiriko Farm Limited	120,000	—
Bunson Travel Service (Mombasa) Limited	60,000	—
Guinness East Africa Limited	2,000	—
Broadway Store Limited	100,000	—
Durowear Industries Limited	50,000	Plot No. 50, Section XV, Kinyozi Road, Mombasa.
East African Batteries Limited	100,000	—
Birunda Farm Limited	120,000	Plot No. 4, Section XI, P.O. Box 184, Kitale.
Afro Dynamics Limited	20,000	Gloucester House, 43 Victoria Street, P.O. Box 2658, Nairobi.
Mwangaza Limited	20,000	—
Olympic Insurance Agencies Limited	20,000	—
Emerald Limited	10,000	Plot No. 209/588, Royalty House, Government Road, P.O. Box 1684, Nairobi.
Sugutek New Farm Company Limited	100,000	L.R. 7412/3, P.O. Box 17, Londiani.
Ega Africa Limited	200,000	Plot 175, Zanzibar Road, P.O. Box 1720, Mombasa.
Central Grocers Limited	20,000	Plot No. 18/XVI, Kenyatta Street, P.O. Box 82, Eldoret.
Uasin Gishu Cycle Mart Limited	100,000	Plot No. 19, Section IX, Uganda Road, P.O. Box 77, Eldoret.
Kipsangui Limited	400,000	L.R. 10969, Near Eldoret.
Moiben Farms Limited	100,000	L.R. 2234, Near Moiben.
Kipsigak Farm Limited	200,000	L.R. 8311, Near Eldoret.
Boror Farms Limited	200,000	—
New Carlton Hotel Limited	30,000	Plot No. 143/XX, Kilindini Road, P.O. Box 9804, Mombasa.
Ecta (Kenya) Limited	100,000	—
Manco Distributors (Kenya) Limited	50,000	Plot No. 209/4345, Muindi Mbingu Street, P.O. Box 30458, Nairobi.
Quality Skins Limited	2,000	Caltex House, Koinange Street, P.O. Box 6172, Nairobi.
Franstock Investments Limited	50,000	Balfour House, Kimathi Street, P.O. Box 6524, Nairobi.
Foam Plastic Limited	500,000	L.R. 209/136/110, Imtiazali Road, P.O. Box 757, Nairobi.
Frederick Munyua and Company Limited	2,000	Plot No. 12, Bengal Road, P.O. Box 10666, Nairobi.
Allibhai's Motors (Kenya) Limited	100,000	4th Floor, Mansion House, Wabera Street, P.O. Box 1069, Nairobi.
Gundulph Services Limited	2,000	Triad House, Muthaiga Road, P.O. Box 30580, Nairobi.
Nestlé East Africa Limited	200,000	—
Sanitas (East Africa) Limited	20,000	—
Spares and Transport Ruiru Limited	20,000	Plot No. 157, L.R. 12.5, Kamiti Road, P.O. Box 199, Ruiru.
The Kenya Art Gifts Limited	100,000	L.R. 209/4163, Cardiff Road, P.O. Box 18192, Nairobi.
Ramogi Dry Cleaners Limited	80,000	Plot No. 209/2432, Race Course Road, P.O. Box 12189, Nairobi.
Panesar Motors Limited	50,000	Plot No. 1148/1062, Mackinon Street, P.O. Box 389, Kisumu.
Panesar Building Company Limited	300,000	Plot No. 1148/1062, Mackinon Street, P.O. Box 389, Kisumu.
Kenya Horticultural Exporters Limited	20,000	Shop No. 5, Adam's Arcade, L.R. 209/405/1, Ngong Road, P.O. Box 11097, Nairobi.
Tuwan Farm Limited	80,000	L.R. 8813, P.O. Box 718, Kitale.
Emco Finance (Kenya) Limited	20,000	Plot No. 2336, Temple Road, P.O. Box 1203, Nairobi.
Stansand (Coffee) Limited	20,000	—
World Travel Bureau Limited	2,000	—

PUBLIC COMPANIES

<i>Name of Company</i>	<i>Nominal Capital Sh.</i>	<i>Address of Registered Office</i>
Kikuyu Division Farmers and Marketing Company Limited	300,000	Gitaru Trading Centre, Plot No. 20, P.O. Box 1, Kikuyu.
Nzoia Sisal Limited	2,000,000	—

FOREIGN COMPANIES

It is further notified that the following companies incorporated outside Kenya, having established a place of business in Kenya, have delivered particulars for registration during that period:—

<i>Name of Company</i>	<i>Nominal Capital Sh.</i>	<i>Address of Registered Office</i>
Bhanji Laxman and Sons Limited	200,000	Tanzania.
Pascal and Ludwig Inc.	—	California, United States of America.
Pascal and Ludwig Overseas Limited	—	California, United States of America.

Dated this 6th day of January 1966.

O. M. SAMEJA,
Assistant Registrar of Companies.

GAZETTE NOTICE No. 115

IN THE MATTER OF THE COMPANIES ACT
(Cap. 486)
AND
IN THE MATTER OF KENYA ESSENTIAL OILS
LIMITED
MEMBERS' VOLUNTARY WINDING UP

NOTICE is hereby given that at an extraordinary general meeting of the members of Kenya Essential Oils Limited held at Nakuru on the 28th day of December 1965, the following special resolution was duly passed:—

"THAT the Company be wound up voluntarily and that Patrick Bell, Chartered Accountant, Nakuru, be and is hereby appointed liquidator for the purposes of the winding up."

Creditors of the Company are required on or before 12th February 1966, to send full particulars of all claims they may have against the said Company to the undersigned, the liquidator of the said Company, and if so required by notice in writing from the said liquidator, personally or by their advocates to come in and prove their debts or claims set out in such notice or in default thereof they may be excluded from the benefits of any distribution made before such debts are proved.

Dated this 29th day of December 1965.

P. BELL,
Liquidator,
P.O. Box 21, Nakuru.

GAZETTE NOTICE No. 116

THE COMPANIES ACT
(Cap. 486)

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

Car Hire—Self Drive Limited.
Svedel Line Shipping Agency Limited.
R.A. Trading Company Limited.

Dated this 6th day of January 1966.

O. M. SAMEJA,
Assistant Registrar of Companies.

GAZETTE NOTICE No. 117

THE SOCIETIES ACT
(Cap. 108)

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

SCHEDULE

Maragoli Association of East Africa.
Maragoli Association of East Africa, Kitale Branch.
Nyeri African Tenants Association.

Dated this 6th day of January 1966.

R. D. McLAREN,
Assistant Registrar of Societies.

GAZETTE NOTICE No. 118

THE SOCIETIES ACT
(Cap. 108)

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

SCHEDULE

Eldoret Railway Club.
Ambira Old Students Association, Headquarters Ukwala.
Indian Association, Fort Hall.
Kakamega Society, Nairobi.
Khoja Shia Ithnasheri Jamat (Bostani), Mombasa.
Kanyariri Self Help Society.
Surti Muslim Khalifa Society.
Old Blundellian Society of East Africa.
Mbari Ya Mugi Welfare Society.
Kenya Square Dancing Association.
Maragoli Association, Nakuru District.

Dated this 6th day of January 1966.

R. D. McLAREN,
Assistant Registrar of Societies.

GAZETTE NOTICE No. 119

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

PURSUANT to rule 17 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 Registration Effectuated</i>
Bandega Mmbala Brotherhood Society	31-12-65
Ugenya Abamuluga Welfare Association	31-12-65
Nakuru Tiriki Family Society	31-12-65
Kitale United Club	31-12-65
Kenya National Chamber of Commerce and Industry, Machakos Chapter	31-12-65
African Israel Church, Kapitura Branch Butende	31-12-65
African Israel Church, Masai Branch, South Nyanza	31-12-65
African Israel Church, Kilimanjaro Branch	31-12-65
African Israel Church, Aeko Branch	31-12-65
African Israel Church, Alaro Kabondo Branch	31-12-65
African Israel Church, Sigira Branch	31-12-65
Bondoya Parents Association	31-12-65
Abaluhya Association (E.A.), Railway Branch, Nairobi	31-12-65
Kenya National Chamber of Commerce and Industry, Eldoret Chapter	31-12-65
Simba Cycling Club	4-1-66
Kumadhi Koma Union	4-1-66

Dated this 6th day of January 1966.

R. D. McLAREN,
Assistant Registrar of Societies.

GAZETTE NOTICE No. 120

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

THE LOCAL GOVERNMENT (KISUMU TRADE
DEVELOPMENT JOINT BOARD) ORDER, 1965
(L.N. 297 of 1965)

APPOINTMENTS TO THE BOARD

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

Joseph Nyango'r,
Lucas Okuwa,
William Nyawanda,

to be members of the Kisumu Trade Development Joint Board.

Dated this 28th day of December 1965.

JOHN O. SANGA,
Clerk to the Council,
Kisumu County Council.

GAZETTE NOTICE No. 121

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

THE LOCAL GOVERNMENT (SIRIKWA TRADE
DEVELOPMENT JOINT BOARD) ORDER, 1965
(L.N. 332 of 1965)

APPOINTMENTS TO THE BOARD

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

Councillor K. arap Songok,
Councillor A. arap Kandie,
Councillor K. C. arap Orgut,
Councillor F. Imoni,
Councillor I. arap Koimur,
Councillor J. Pusia,

to be members of the Sirikwa Trade Development Joint Board.

Dated this 3rd day of January 1966.

B. K. ARAP TANUI,
Clerk to the Council,
Sirikwa County Council.

GAZETTE NOTICE No. 122

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

THE LOCAL GOVERNMENT (TAITA-TAVETA TRADE
DEVELOPMENT JOINT BOARD) ORDER, 1965
(L.N. 294 of 1965)

APPOINTMENTS TO THE BOARD

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

Councillor Allen J. Nguta;
Councillor Mrs. Hope D. Mwanyumba;
Councillor Richard Kimbwarata,

to be members of the Taita-Taveta Trade Development Joint Board.

Dated this 22nd day of December 1965.

E. T. MWAMUNGA,
Clerk of the Council,

County Council of Taita-Taveta.

GAZETTE NOTICE No. 123

THE COUNTY COUNCIL OF KIPSIGIS
THE RATING ACT
(Cap. 266)

NOTICE

NOTICE is hereby given, pursuant to section 10 (3) of the Rating Act (Cap. 266), that the draft supplementary valuation rolls for 1965 in respect of the areas mentioned in the Schedule hereto have been laid before a meeting of the County Council of Kipsigis and are now available for public inspection at the offices of the County Treasurer, Kericho.

Any person who is aggrieved:—

(a) by the inclusion of any rateable property in, or the omission of any rateable property from, the draft supplementary valuation rolls; or

(b) by any value ascribed in the draft supplementary valuation rolls to any rateable property, or by any other statement made or omitted to be made in the draft supplementary valuation rolls with respect to any rateable property,

may lodge with the undersigned an objection in writing at any time before the expiration of 28 days from the date of publication of this notice.

No person shall be entitled to urge any objection before the Valuation Court unless he shall have first lodged such notice of objection.

S. SOI,
Clerk of Council,
Kericho,
31st December 1965. P.O. Box 154, Kericho.

SCHEDULE

(Areas to which the draft supplementary valuation rolls apply)

Kericho Township. Sotik Township.
Lumbwa Township. Londiani Township.
Fort Ternan Township. Kedowa Trading Centre.

GAZETTE NOTICE No. 124

THE MUNICIPAL COUNCIL OF NAKURU
THE LOCAL GOVERNMENT (ELECTIONS) RULES, 1963
RESULT OF ELECTIONS

NOTICE is hereby given that at the elections held on 28th, 30th and 31st December 1965, the following persons were elected Councillors of the Municipal Council of Nakuru to hold office until 31st December 1968:—

28th December 1965

SOUTH ELECTORAL AREA
Kanyoko, Joel Kamau.
Wachira, Godwin Wanjuki.
Wamagata, Wallace.

30th December 1965

CENTRAL ELECTORAL AREA
Lusichi, Samuel.
Otieno, James Kelly.

31st December 1965

NORTH ELECTORAL AREA
Methu, Benjamin Ikaari Mwangi.

J. M. MOMANYI,
Town Clerk,
Nakuru, Municipal Offices,
3rd January 1966. P.O. Box 124, Nakuru.

GAZETTE NOTICE No. 125

THE MALINDI AND MAMBRUI URBAN COUNCIL

DRAFT SUPPLEMENTARY VALUATION ROLL, 1965

NOTICE is hereby given that the Draft Supplementary Valuation Roll, 1965, for the township of Malindi has been laid before a meeting of the Malindi and Mambui Urban Council and is now open for inspection at the Council's office during normal office hours.

Any interested person who is aggrieved by any valuation contained in the said Roll or by any error or omission may lodge an objection with the undersigned any time within 28 days from the date of publication of this notice in accordance with the provisions of section 11 of the Valuation for Rating Act, Cap. 266, Laws of Kenya. Forms of objection may be obtained without payment on application to the undersigned.

Particular attention is directed to subsection (2) of the said section 11, which provides that "No person shall be entitled to urge any objection before a Valuation Court unless he shall have first lodged such notice of objection as aforesaid."

M. N. EL-AMRY,
Acting Clerk to Council,
Council Offices,
P.O. Box 371, Malindi.

GAZETTE NOTICE No. 126

THE COUNTY COUNCIL OF NAROK

RATES OF G.P.T. FOR 1966

IN accordance with the existing G.P.T. Legislation (No. 48 of 1963 as amended by L.N. 104 of 1965), notice is hereby given that the Council has prescribed the following rates of Graduated Personal Tax for 1966, which rates have received the approval of the Minister for Local Government:—

	GROSS MONTHLY INCOME							
	Sh. —	Sh. 160	Sh. 240	Sh. 340	Sh. 520	Sh. 700	Sh. 860	Sh. 1,000
Exceeding	—	160	240	340	520	700	860	1,000
Not exceeding ..	160	240	340	520	700	860	1,000	—
Compulsory Rate for Deduction — monthly	4	6	9	13	20	30	40	50

P.O. Box 19, Narok.
29th December 1965.

J. P. OLE SIPARO,
Acting Clerk to Council.

GAZETTE NOTICE No. 127

CITY COUNCIL OF NAIROBI
THE LOCAL GOVERNMENT (ELECTIONS) RULES, 1963

CASUAL VACANCY—RESULT OF ELECTION

PURSUANT to rule 13 of the Local Government (Elections) Rules, 1963, I declare the candidate mentioned in the second column below validly elected as a Councillor of the City Council of Nairobi for the Electoral Area shown in the first column thereto for the period ending on 30th June 1967.

Electoral Area	Candidate's Name	Occupation or Description
No. 16, Ngara West NBI/J	Sultan Mohamedani	Certified Accountant.

There is accordingly, no vacant seat.

Dated this 6th day of January 1966.

City Hall,
Nairobi.

D. M. WHITESIDE,
Returning Officer.

GAZETTE NOTICE No. 128

KIRINYAGA DISTRICT

TENDERS

TENDERS are invited for the extension of the Ndia African Court.

The drawings and specifications can be inspected during the office hours in the office of the District Commissioner, Kirinyaga, P.O. Box 1, Keroguya, to whom tenders should be submitted to reach him by noon on Monday, 10th January 1966.

Tenders must be in plain sealed envelopes marked "Tender for Extension of Ndia African Court" and must not bear any other mark which indicates who the tenderer is.

Kerugoya,
24th December 1965.

A. L. A. NG'ENY,
for District Commissioner,
Kirinyaga.

GAZETTE NOTICE No. 129

THE TRANSFER OF BUSINESSES ACT

(Cap. 500)

NOTICE is hereby given that the business of tea-room and café carried on by Gulam Ahamed s/o Mohamed Hussein under the firm name or style of Whitehouse Tea Room at Plot No. 681/12, Haille Selassie Avenue (formerly Whitehouse Road), Nairobi, is, as from the 16th day of December 1965, sold and transferred to Sherali Fazal Ali Visram who will carry on the said business at the same place under the firm name of Whitehouse Tea Room.

The address of the transferor is P.O. Box 2032, Nairobi.

The address of the transferee is P.O. Box 4402, Nairobi.

All the debts due and owing by the transferor in respect of the said business of Whitehouse Tea Room up to and including the 15th day of December 1965, 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 15th day of December 1965.

Dated this 3rd day of January 1966.

GULAM AHAMED MOHAMED HUSSEIN,
Transferor.

ZAHER AHAMED & CO.,
Advocates for the Transferee.

GAZETTE NOTICE No. 130

NOTICE OF CHANGE OF NAME

I, Kamladevi, a British subject, citizen of the United Kingdom, hereby give public notice that by a deed poll dated 23rd December 1965, executed by me (and attested by A. H. Adatia, advocate, Kisumu), at Kisumu, I formally and absolutely renounced and abandoned the use of my name Parmindar Kaur by which I was heretofore called and known, and in lieu thereof assumed and adopted the said name of Kamladevi for all purposes and I hereby authorize and request all persons to designate and address me by such name of Kamladevi.

Dated at Kisumu this 23rd day of December 1965.

KAMLADEVI.

GAZETTE NOTICE No. 131

NOTICE OF CHANGE OF NAME

I, Noorali Gulamhusein Harji of P.O. Box 320, Mombasa in Kenya, hereby give public notice that by a deed poll dated the 18th day of December 1965, duly executed by me and attested, as the father and natural guardian of my son Abdulla, heretofore called and known by the name of Firoz, born at Mombasa in Kenya, on the 4th day of November 1949, and residing at Mombasa in Kenya, my son Abdulla formally and absolutely abandoned the use of his said first name of Firoz and in lieu thereof assumed and adopted the name of Abdulla for all purposes, and I hereby authorize and request all persons to designate, describe and address my said son by such assumed name of Abdulla only.

Dated this 18th day of December 1965.

NOORALI GULAMHUSEIN HARJI.

GAZETTE NOTICE No. 132

NOTICE OF CHANGE OF NAME

I, Gulamali Hirji Mawji of P.O. Box 691, Mombasa in Kenya, hereby give public notice that by a deed poll dated the 7th day of December 1965, duly executed by me and attested, as the father and natural guardian of my son Alaudin, heretofore called and known by the name of Hussein, born at Mombasa in Kenya, on the 26th day of March 1949, at present residing at Mombasa in Kenya, my son Alaudin formally and absolutely abandoned the use of his said first name of Hussein and in lieu thereof assumed and adopted the name of Alaudin for all purposes, and I hereby authorize and request all persons to designate, describe and address my said son by such assumed name of Alaudin only.

Dated this 7th day of December 1965.

GULAMALI HIRJI MAWJI.

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