



THE KENYA GAZETTE

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CORRIGENDUM

In Gazette Notice No. 525 of 15th February 1966, the words "Farm L.R. No. 3855/15 to 18" should read "Farm No. 3855/115 to 118".

GAZETTE NOTICE No. 3481

(PS/SA/M/1)

THE PROBATION OF OFFENDERS (CENTRAL PROBATION COMMITTEE) RULES

(Cap. 64, Sub. Leg.)

APPOINTMENT TO THE CENTRAL PROBATION COMMITTEE

IN EXERCISE of the powers conferred by rule 3 (1) of the Probation of Offenders (Central Probation Committee) Rules, the Minister for Home Affairs hereby:—

(a) appoints under rules 3 (1) (b) (ix)—

William Muuru Gathii,

to be a member of the Central Probation Committee; and

(b) cancels the appointment of—

G. Henderson*.

Dated this 13th day of September 1966.

D. T. ARAP MOI,
Minister for Home Affairs.

*G.N. 2809/1964.

GAZETTE NOTICE No. 3482

(LND.2/2/2/89)

(LND.26/5/1/2)

THE LAND ADJUDICATION ACT

(Cap. 283)

IT IS HEREBY notified for general information that in exercise of the powers conferred by section 10 (1) of the Land Adjudication Act, the Adjudication Officer for the adjudication areas in the districts specified in the first column of the Schedule to this notice, has appointed the persons named in the second column of the Schedule as members of the Arbitration Boards specified in the third column of the Schedule.

SCHEDULE

Adjudication Area	Members	Arbitration Boards
Nandi District	F. K. arap Ruto. B. arap Rotich. K. arap Chemiron. D. K. arap Bungei. C. K. arap Rono. N. K. arap Keino. Peter Kiptarus Arap Koech. Ibrahim arap Terer. Barnaba arap Sitienei. Malakwen arap Ruto. Kipkeino arap Baiywa. Semeon arap Maiyo. W. M. arap Koskei. M. K. arap Singoe. P. K. arap Rono. Kugun arap Barbelyo. James arap Kogo. David Kipketer arap Maiyo. Willy arap Boit. Kimutai arap Maindio. Joseph Kiprono arap Chepkwony. Gideon arap Korir. William arap Bet. Chief David arap Rugut. Chief Anthony arap Murei.	Nandi District Arbitration Board.
West Pokot District.	Lodwar Kasorich. Doywa Loyatun. Piro Kokita. Liman Tiamale. Liman Mokono. Kiprop Psitot. Kisicho Clelal. Nusuwatu. Aripki Lokomer. Petero Opata. Joshua Musa. Long'orok Masaren. Mariko Tingamoru. Gregory Poghisyo. Daniel Tumkou. Biwot Porokony. Joel Kukwai. Abraham Kingora. Simatwa Kaptuwai. Samuel Kutula. Tukei Lokarikamar. Porit Loliwale. Stephen Sprin. Kasiwotoi Makono. Yarang'ole Peipong.	West Pokot District Arbitration Board.

Dated this 7th day of September 1966.

P. SHIYUKAH,
Permanent Secretary,
Ministry of Lands and Settlement.

GAZETTE NOTICE No. 3483

SCHEME FOR ASSISTANCE TO FISHERMEN

LOANS TO FISHERMEN CENTRAL COMMITTEE

IT IS hereby notified for general information that the Minister for Commerce and Industry has established a loans scheme to assist Kenya fishermen and that the following persons have been appointed to serve on the Central Committee:—

The Permanent Secretary, Ministry of Tourism and Wildlife (Chairman).

The Chief Fisheries Officer.

The Senior Accountant, Ministry of Natural Resources.

The Senior Trade Development Officer, Ministry of Commerce and Industry.

Dated this 6th day of September 1966.

K. S. N. MATIBA,
Permanent Secretary,
Ministry of Commerce and Industry.

GAZETTE NOTICE No. 3484

THE DAIRY INDUSTRY ACT

(Cap. 336)

THE DAIRY INDUSTRY (INSPECTORS) REGULATIONS 1964

REVOCATION OF APPOINTMENTS

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

Elijah Saidemo,

Patrick Saola,

Julius Nguu,

as Inspectors under the said Regulations with effect from 1st September 1966.

Dated this 7th day of September 1966.

By Order of the Board.

W. WINTER,
Secretary.

GAZETTE NOTICE No. 3485

THE COURTS ACT

(Cap. 10)

APPOINTMENT OF MAGISTRATES

IN EXERCISE of the powers conferred by section 3 of the Courts Act, the Judicial Service Commission hereby appoints the officers specified in the first column of the Schedule to this notice who are Registrars of African Courts, to be magistrates with power to hold a subordinate court of the third class within the limits of the districts which are respectively specified in the second column of the said Schedule for so long as each officer continues to hold office as aforesaid.

SCHEDULE

Jones Mwendwa Mbiti.	} Kilifi, Mombasa, Kwale and Taita.
Otheniel John Mnene.	
Raphael Mulaa Nguli.	} Machakos and Kitui.
Kamau Gatimu.	
Arthur Tsumah.	Meru and Embu.
Joseph Ndambiri Mwaniki.	} Nyandarua, Nyeri, Kirinyaga, Fort Hall, Kiambu and Embu.
Daniel Gathira.	
Peter Mwangi Githongo.	} Uasin Gishu, Keiyo Marakwet, Nandi, Baringo, Nakuru and Kericho.
Laban Masinjila.	
Thadeus Ochieng Miseda.	Kisii and South Nyanza.
Peter Njeru Mugo.	Central Nyanza.
Nelson Kingoina Nyangera.	Central Nyanza.
	Kakamega, Bungoma and Kisii.

Gazette Notice No. 720 of 1st March 1966, is hereby cancelled.

Dated this 9th day of September 1966.

By Order of the Judicial Service Commission.

R. CORREA,
Secretary,
Judicial Service Commission.

GAZETTE NOTICE No. 3486

4½ PER CENT KENYA STOCK 1971/78

FOR the purpose of preparing the warrants for interest due on 15th November 1966, the balances of the several accounts in the above-mentioned Stock will be struck at close of business on 15th October 1966, after which date the Stock will be transferable ex dividend.

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

GAZETTE NOTICE No. 3487

KENYA GOVERNMENT 2½ PER CENT STOCK 1971/76

IT IS notified for general information that the total amount of the above-mentioned Stock held on the Local Register on 15th September 1966, was as follows:—

£19,332 18s. 2d.

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

GAZETTE NOTICE No. 3488

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 Wilken Air Services (Mombasa) Ltd., P.O. Box 875, Mombasa, Kenya, has applied to the East African Civil Aviation Board for a variation to their Licence No. CAB 19 to operate air charter and aerial work with a total capacity not exceeding 40 passenger seats instead of 24 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 12th October 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 12th day of September 1966.

A. M. SHITAKHA,
Secretary,
East African Civil Aviation Board.

GAZETTE NOTICE No. 3489

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.—Kenya Lake Field of Seventh-Day Adventists.

Names of Ministers:—

Pastor Henry Obat.
Pastor James Opere.
Pastor Fred Eugene Wilson.
Pastor John Ouko.
Pastor Musa Akelo.

Denomination.—Diocese of Nakuru.

Name of Minister.—Rev. Martin Guy Peppiatt.

Denomination.—The Salvation Army.

Name of Minister.—Major Jonathan Kibuga.

Denomination.—Catholic Mission.

Names of Ministers:—

Rev. Sean McGovern.
Rev. Michael John O'Connor.
Rev. Michael Keating.
Rev. Patrick O'Toole.
Rev. Joaquim S. Fernandes.
Rev. Pelin D'Souza.
Rev. Blasco Fonseca.

Dated at Nairobi this 15th day of September 1966.

O. J. BURNS,
Deputy Registrar-General.

GAZETTE NOTICE No. 3490

EAST AFRICAN RAILWAYS AND HARBOURS

NOTICE

Tariff Book No. 4

Correction Slip No. 11 containing amendments to parts 1 and 2 of Tariff Book No. 4 has been published and is in the process of distribution to all registered holders of the Tariff Book. This correction slip contains all amendments to the tariff made since publication of Correction Slip No. 10.

Any holder who has not received a copy of this correction slip by 1st September 1966, should apply to the Chief Commercial Superintendent, P.O. Box 30006, Nairobi. The correction slip can also be seen at any booking office as from 1st September 1966.

Chief Commercial Superintendent,
for and on behalf of the General Manager.

GAZETTE NOTICE No. 3491

EAST AFRICAN RAILWAYS AND HARBOURS

NOTICE

THE East African Railways and Harbours give notice that with effect from 1st December 1966, the existing charges for refrigerated products carried in electrically refrigerated containers detailed under section 342 of Tariff Book No. 4, Part II, will be revised.

The new charges will be based on scale 1 + 60 per cent with a minimum load condition of 4,500 lb. and 6,500 lb. respectively depending on the type of container used.

Full details may be obtained on request from the Chief Commercial Superintendent, P.O. Box 30006, Nairobi.

The amendment to Tariff Book No. 4, Part II, will be published in Correction Slip No. 12 which will be issued in November 1966, and may then be seen at any booking office.

Dated at Nairobi Headquarters this 5th day of September 1966.

GAZETTE NOTICE No. 3492

EAST AFRICAN RAILWAYS AND HARBOURS

TENDER NOTICE

TENDERS are invited for the supply of "Tarpaulins" required by this Administration for 1967. Details of types, specification and quantities can be obtained on request from the undersigned, together with the terms and conditions of tender.

Tenders in sealed envelopes marked "Tender for Tarpaulins" must be addressed to and reach the Chairman, Railway Tender Board, P.O. Box 30066, Nairobi, not later than 1200 hours on 4th November 1966.

H. N. CHITE,
Chief Supplies Officer,
P.O. Box 30540, Nairobi.

GAZETTE NOTICE No. 3493

THE METHODS OF CHARGE (EAPL) BYELAWS 1962

FUEL OIL PRICES

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

Delivered to the Fuel Storage Tanks at:—

Nairobi South Power Station	.. ..	No change
Mereroni Power Station	.. ..	No change
Kisumu Power Station	.. ..	No change
Eldoret Power Station	.. ..	No change
Kitale Power Station	.. ..	No change
Nanyuki Power Station	.. ..	Sh. 0.03 decrease
Kipevu Power Station, Mombasa (furnace oil)	.. ..	Sh. 0.07 increase
Meru Power Station	.. ..	No change
Mombasa Power Station	.. ..	Sh. 0.73 decrease

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

GAZETTE NOTICE No. 3494

PUBLIC SERVICE COMMISSION OF KENYA

VACANCIES

APPLICATIONS are invited for the following posts and must be submitted to the Secretary, Public Service Commission of Kenya, P.O. Box 30095, Nairobi, to reach him by 11th October 1966. Civil servants must submit applications to heads of departments on Form PSC.2A in triplicate at least seven days before the closing date; other applications to be submitted in triplicate on Form PSC.2, obtainable from the Secretary. Applicants must quote the number shown against the post in the advertisement.

NOTE

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

Senior Superintendent (Mechanical), National Youth Service
(No. 322/66)

Salary scale.—£1,390 to £1,598. PENSIONABLE or AGREEMENT.

Applicants should be of Cambridge School Certificate standard of education, be over 30 years old and must have served a recognized apprenticeship in Mechanical Engineering and thereafter have had ten years' practical experience of maintenance, major overhaul and operation of heavy earth-moving plant such as Tractors, Graders, Scrapers, Road Rollers, and heavy vehicles. The selected candidate will be required to supervise the operation of plant and vehicles throughout the National Youth Service including the preparation of maintenance schedules and the keeping of vehicle records.

Senior Health Inspector (Two Posts), Ministry of Works
(No. 323/66)

Salary scale.—£1,096 to £1,348. PENSIONABLE or AGREEMENT.

Applicants must possess the Diploma in Public Health Inspection for General Overseas Appointments or its equivalent and in addition must possess the Meat and Other Foods' Certificate, and wide experience in all aspects of the work of Public Health Inspection including administration. Previous experience and interest in teaching will be an advantage.

Local Government Financial Officer (Two Posts), Ministry of Local Government (No. 324/66)

Salary scale.—£1,096 to £1,348. PENSIONABLE or AGREEMENT.

Applicants must possess the Intermediate Examination of a recognized professional accounting body (preferably the Institute of Municipal Treasurers and Accountants) and must have not less than one year's experience in local government accounting since qualifying and a knowledge of auditing practice and procedure. The work involves auditing and inspection of the accounts and records of local authorities and applicants must be prepared to travel. Ability to control staff, conduct correspondence and compile reports is essential.

Assistant Education Officer (Ten Posts), Ministry of Education
(No. 325/66)

Salary scale.—£582 to £1,101. PENSIONABLE or AGREEMENT.

Applicants must possess at least a Cambridge School Certificate and a P.1 teaching certificate plus at least five years' teaching and/or administrative experience. Experience in Adult Education will be an advantage. Successful candidates will be posted to any district in Kenya and their duties will include organizing and promoting Adult Literacy and Education in the districts.

Welfare/Aftercare Officer, Kenya Prisons Service (No. 326/66)

Salary scale.—£850 to £1,060. PENSIONABLE or AGREEMENT.

Applicants should be over 30 years old, preferably of Cambridge School Certificate standard of education, and have considerable experience of social work and ability to speak fluent Swahili. A Diploma in Social Science would be an advantage. Duties include general welfare and social work among inmates and the staff at a penal establishment. Maintenance of close contact between inmates and their relatives, previous and prospective employers; and contact with various branches of the Kenya Prisoners' Aid Association. Welfare/Aftercare Officers are normally stationed at Kamiti, Manyani, Shimo-la-Tewa, Nyeri, Nakuru and Kisumu Prisons but may be required to serve at any other penal establishment in Kenya.

Senior Inspector (Mechanical), Department of Veterinary Services (No. 327/66)

Salary scale.—£850 to £1,060. PENSIONABLE or AGREEMENT.

Applicants must be of good education and have undergone at least three years' apprenticeship in Mechanical Engineering plus seven or more years' subsequent practical experience. They must have a good knowledge of machine tools, gas and electric welding, predominant experience in heavy mechanical plant

maintenance and repair and be able to train junior mechanics in their trade, and in addition, some experience in a responsible supervisory appointment, including workshop administration, costing and staff control, and the personality to be able to work with members of all races.

Internal Auditor, Ministry of Lands and Settlement
(No. 328/66)

Salary scale.—£850 to £1,060. PENSIONABLE or AGREEMENT.

Applicants should have passed an examination of Intermediate professional standard, have a sound knowledge of commercial accounting and at least five years' accounting or auditing experience in a responsible position in Government or in a commercial office. A knowledge of Government accounting procedure and regulations would be an advantage and knowledge of Mechanical accounting is essential. The successful applicant will be required to visit Settlement Schemes throughout Kenya and it will be necessary for him to control staff and conduct correspondence.

Inspector (Mechanical) (Two Posts), National Youth Service
(No. 329/66)

Salary scale.—£700 to £988. PENSIONABLE or AGREEMENT.

Applicants must have served a recognized apprenticeship in motor vehicle engineering or furnish proof of having acquired a high standard of training or experience, and must possess a Kenya Government Grade I Trade Test Certificate for Vehicle Mechanics and a valid driving licence covering vehicles up to and including five tons. Possession of additional Trade Test certificates would be an advantage. They must be conversant with the repair and overhaul of all types of motor vehicles, heavy plant and stationary power plant, and be fully capable of running a small workshop without supervision, have a good knowledge of stores accounting and stock control and ability to compile inspection reports and deal with routine workshop correspondence in English. Applicants must be prepared to serve anywhere in Kenya.

Audit Officer (Two Posts), Ministry of Local Government
(No. 330/66)

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

Applicants must be civil servants, preferably of Cambridge School Certificate standard of education, with at least three years' practical experience of Government accounting work or with a good knowledge of commercial or Local Government accounting principles. They should also possess auditing experience and must be able to supervise junior staff, write clear and concise audit notes and be prepared to travel.

Personnel Assistant (Four Posts), Ministry of Works;
(One Post), Printing and Stationery Department (No. 331/66)

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

Applicants must be civil servants, preferably of Cambridge School Certificate standard of education, who have successfully completed a course in Personnel Management at the Kenya Institute of Administration. They must have experience in Government personnel practice and procedure, a sound knowledge of the Code of Regulations and the Public Service Commission of Kenya Regulations and must be able to supervise staff and conduct correspondence. Applicants must state for which post they are applying and submit a separate set of application forms for each post for which they apply.

Executive Officer Grade III, Ministry of Education (No. 332/66)

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

Applicants must be civil servants, preferably of Cambridge School Certificate standard of education, with at least three years' experience of Government office routine and accounting procedures and ability to control staff and conduct correspondence.

Foreman (Mechanical) (Five Posts), National Youth Service
(No. 333/66)

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

Applicants must possess a Kenya Government Trade Test Certificate Grade I for Plant Mechanics, be fully conversant with the type of work normally encountered in a vehicle and plant repair shop and have experience in the maintenance and servicing of heavy earth-moving vehicles, be capable of conducting correspondence and keeping job cards and vehicle records.

Assistant Switchboard Supervisor, Kenya Air Force
(No. 334/66)

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

Applicants must be trained telephonists with at least three years' experience of a large telephone exchange. They should be fluent in English with a clear and precise diction, be able to handle Radio and International telephone calls, control staff and have the personality to deal with members of the public. The successful candidate may be required to work shift duties which would include night duty.

GAZETTE NOTICE No. 3495

GOVERNMENT OF KENYA

EXCHEQUER RETURN

	CURRENT YEAR 1st July 1966 to 31st August 1966	PREVIOUS YEAR 1st July 1965 to 31st August 1965
RECEIPTS—		
Ordinary Revenue:	£	£
Customs and Excise and Export Duty	4,801,150	2,905,400
Income Tax	860,850	454,600
Stamp Duties, Various Revenue Purposes	45,695	149,470
Other Licences, Duties and Taxes	243,577	66,555
Miscellaneous	12,510	8,415
Land Revenue	11,213	—
Forest Revenue	20,400	—
Game Revenue	300	14,300
Interest and Redemption	588,248	245,719
Fines and Forfeitures	12,275	22,475
Aviation Landing Fees	65,473	87,245
Distributable Pool	118,550	149,500
TOTAL ORDINARY REVENUE	6,780,241	4,103,679
Other Receipts:		
Extra Exchequer Receipts	4,298	26,815
Grant by British Government—Overseas Service Aid Scheme	608,427	—
Loan for Commuted Pensions and Compensation—Designated Officers	276,240	—
E.A. Currency Board Contribution to meet Subscription to African Development Bank	303,962	—
TOTAL RECEIPTS	7,973,168	4,130,494
ISSUES—		
Supply Services	6,148,600	6,514,400
Transfer to Development Exchequer	—	2,379,558
Consolidated Fund Services:		
Public Debt	703,889	700,117
Overseas Service Aid Scheme	202,627	390,202
Pensions and Gratuities	250,000	—
Salaries, Allowances and Miscellaneous Services	124,134	78,395
Subscription to International Bank for Reconstruction and Development	30,000	—
TOTAL ISSUES	7,459,250	10,062,672
SURPLUS (+) or Deficit (—)	(+) 513,918	(—) 5,932,178

DEVELOPMENT EXCHEQUER RETURN

	1st July 1966 to 31st August 1966	1st July 1965 to 31st August 1965
RECEIPTS—	£	£
From Receiver of Revenue	290,777	90,009
Extra Exchequer Receipts	38	1,027
Transfer from Exchequer	—	2,379,558
Proceeds of 6½% Kenya Stock 1971, 1976 and 1981	1,661,625	—
Kenya Savings Bond	1,000	—
	1,953,440	2,470,594
ISSUES—		
Development Services	1,152,000	4,392,110
SURPLUS (+) or Deficit (—)	(+) 801,440	(—) 1,921,516

TAX RESERVE CERTIFICATES

	1st July 1966 to 31st August 1966	1st July 1965 to 31st August 1965
RECEIPTS	£	£
SURRENDERS	369,780	177,395
	26,050	13,998
SURPLUS (+) or Deficit (—)	(+) 343,730	(—) 163,397

SHORT TERM BORROWINGS

	1st July 1966 to 31st August 1966	1st July 1965 to 31st August 1965
RECEIPTS—	£	£
Cereals and Sugar Finance Corporation	2,253,500	3,634,500
Others	1,208,850	969,000
TOTAL RECEIPTS	3,462,350	4,603,500
ISSUES—		
Cereals and Sugar Finance Corporation	1,853,500	1,555,000
Others	95,000	80,000
	1,948,500	1,635,000
SURPLUS (+) or Deficit (—)	(+) 1,513,850	(+) 2,968,500

SUMMARY

	Surplus (+) or Deficit (—) as at 30th June 1966	Surplus (+) or Deficit (—) for the period 1-7-66 to 31-8-66	Surplus (+) or Deficit (—) as at 31st August 1966
	£	£	£
Exchequer	(+) 1,089,376	(+) 513,918	(+) 1,603,294
Development	(—) 7,665,532	(+) 801,440	(—) 6,864,092
Tax Reserve Certificates	(+) 2,098,416	(+) 343,730	(+) 2,442,146
Short Term Borrowings	—	(+) 1,513,850	(+) 1,513,850
	(—) 4,477,740	(+) 3,172,938	(—) 1,304,802

The Treasury, P.O. Box 30007,
Nairobi.

7th September 1966.

GAZETTE NOTICE No. 3496

KENYA GOVERNMENT PARTIAL BURSARIES: 1966/67

APPLICATIONS are invited for the Kenya Government Partial Bursaries for the 1966/67 academic year.

Applicants must be attending a course of higher education in recognized institutions and be studying for qualifications which are relevant to Kenya's requirements for trained high-level manpower.

The awards are usually given to persons who have other sources of funds but who do not have sufficient to meet the whole cost of their education. Applicants must be Kenyans.

Successful applicants shall be bonded to serve in the Public Service of Kenya for a period of not less than three years immediately after completion of their courses.

It is notified that partial bursaries are non-recurrent but renewable depending on the progress of the holders.

Application forms may be obtained from the Permanent Secretary, Ministry of Education, Nairobi, or from any of the Kenya Missions abroad if the students are in countries where Kenya has Embassies or High Commissions.

Applications completed and recommended by the head of the institutions or the Kenya Education Attaché must reach: The Permanent Secretary, Ministry of Education, P.O. Box 30040, Nairobi, not later than 31st October 1966. Late applications will not be considered or acknowledged.

GAZETTE NOTICE No. 3497

KENYA GOVERNMENT BURSARIES: 1967/68

APPLICATIONS are invited for the Kenya Government overseas bursaries for 1967/68 academic year.

Applicants must be qualified for admission into Institutions of higher learning or must already be in such Institutions. For applicants who are seeking admission to overseas Universities it should be noted that priority will be given to the courses not available at the University of East Africa and for courses which are relevant to Kenya's manpower requirements.

All successful applicants shall be bonded to serve in the Public Service of Kenya for at least three years immediately after the completion of the courses for which bursaries are awarded.

Applicants must be Kenyans. Applications from unqualified candidates will not be accepted or acknowledged.

Students attending local courses of training except those completing Form VI in November may not apply for these bursaries since they must complete their local training first.

Application forms may be obtained from County and Municipal Education Officers, the Provincial Education Officers or the Ministry of Education's Head Office. Completed forms must reach: The Permanent Secretary, Ministry of Education, P.O. Box 30040, Nairobi, not later than 31st October 1966. Late applications will not be considered or acknowledged.

GAZETTE NOTICE No. 3498

THE TRADE UNIONS ACT

(Cap. 233)

PURSUANT to section 63 of the above-mentioned Act, notice is hereby given that the Rift Valley Area, Nyanza Province Area, and the Central Province Area branches of the Central Organization of Trade Unions (Kenya) have been registered under the Trade Unions Act on the 9th day of September 1966.

Dated this 14th day of September 1966.

S. O. TALA,
Assistant Registrar of Trade Unions.

GAZETTE NOTICE No. 3499

IN THE HIGH COURT OF KENYA AT MOMBASA

CRIMINAL SESSIONS

Before The Hon. Chief Justice, Sir John Ainley

Hearing: at 9.30 a.m.

3rd and 4th October 1966

Cr.C. No. 24 of 1966 Republic v. (1) Keya s/o Chiche, (2) Abdalla s/o Charo and (3) Mwasaha s/o Gari.

5th, 6th and 7th October 1966

Cr.C. No. 25 of 1966 Republic v. Said bin Ahamed.

VIJAY KAPILA,

Mombasa,
9th September 1966. Deputy Registrar,
High Court of Kenya, Mombasa.

GAZETTE NOTICE No. 3500

IN THE HIGH COURT OF KENYA AT MOMBASA

CRIMINAL SESSIONS

Before The Hon. Mr. Justice Dalton

19th September 1966

Pleas: at 9.30 a.m.

Cr.C. No. 27 of 1966 Republic v. Opio s/o Omala.

Cr.C. No. 30 of 1966 Republic v. Amir Gafo s/o Bakari.

Cr.C. No. 31 of 1966 Republic v. Tabu s/o Charo.

Cr.C. No. 32 of 1966 Republic v. Samson Charo s/o David Karisa.

Cr.C. No. 33 of 1966 Republic v. Charo s/o Wahiya.

Cr.C. No. 34 of 1966 Republic v. Pius Odongo s/o Raphael Odongo.

Cr.C. No. 28 of 1966 Republic v. Kalume s/o Ngonyo.

Cr.C. No. 29 of 1966 Republic v. Chogo s/o Kiboni.

Cr.C. No. 20 of 1966 Republic v. Zakayo Ndiku s/o Mbaba.

Cr.C. No. 22 of 1966 Republic v. Charo s/o Nzaro.

Cr.C. No. 24 of 1966 Republic v. (1) Keya s/o Chiche, (2) Abdalla s/o Charo and (3) Mwasaha s/o Gari.

Cr.C. No. 25 of 1966 Republic v. Said bin Ahamed.

Cr.C. No. 10 of 1966 Republic v. Matano Nzau.

20th, 21st and 22nd September 1966

Plea and Hearing: at 9.30 a.m.

Cr.C. No. 21 of 1966 Republic v. (1) Kahindi s/o Karisa Mure, (2) Karisa s/o Kagohu, (3) Kahindi s/o Katana, (4) Ngumbao s/o Kaboso, (5) Mwangale s/o Mugalu, (6) Katana s/o Kasanga, (7) Bingala s/o Kapende and (8) Kitsao s/o Guruguru.

23rd September 1966

Hearing: at 9.30 a.m.

Cr.C. No. 10 of 1966 Republic v. Matano Nzau.

26th and 27th September 1966

Hearing: at 9.30 a.m.

Cr.C. No. 22 of 1966 Republic v. Charo s/o Nzaro.

28th and 29th September 1966: at 9.30 a.m.

Cr.C. No. 20 of 1966 Republic v. Zakayo Ndiku s/o Mbaba.

Mombasa,
9th September 1966. VIJAY KAPILA,
Deputy Registrar,
High Court of Kenya, Mombasa.

GAZETTE NOTICE No. 3501

THE INDUSTRIAL COURT

CAUSE No. 40 OF 1966

Parties:

Kenya Shoe and Leather Workers' Union
and
East Africa Bata Shoe Company Limited

Issues in Dispute:

- (1) Working Hours.
- (2) Rest Period.
- (3) Annual Leave.
- (4) House Allowance.
- (5) Severance Pay.
- (6) Leave Allowance.
- (7) Night Allowance.
- (8) Service Gratuity.
- (9) Wages.
- (10) Piece Rate Committee.
- (11) Effective Date and Duration of Agreement.

1. The Kenya Shoe and Leather Workers' Union shall hereinafter be referred to as the Claimants and East Africa Bata Shoe Company Limited shall hereinafter be referred to as the Respondents.

2. The Parties were heard in Nairobi on the 19th and 22nd day of August 1966 and relied on their written and verbal submissions. In addition to this the Parties called one witness each in support of their respective cases.

GENERAL BACKGROUND

3. The Parties had appeared before the Industrial Court in Cause No. 17 of 1965 on the following nine issues:—

- (1) Termination of Employment.
- (2) Leave Allowance.
- (3) Housing Allowance.
- (4) Severance pay for redundant employees.
- (5) Annual Leave.
- (6) Working Hours.
- (7) Safari Allowance.
- (8) Rest Period.
- (9) Compassionate leave with pay in case of accident or death of a member of an employee's family.

Previous to the aforesaid Industrial Court award the Parties had referred through the Ministry of Labour the following issues to arbitration and the Arbitration Award had come into effect from March 1964:—

- (a) Wage rates, including piece rates for certain workers;
- (b) Overtime rates for Saturdays;
- (c) Housing allowance;
- (d) Night allowance for shift workers after 6 p.m.;
- (e) Provision of transport night shift workers;
- (f) Severance allowance;
- (g) Service gratuity;
- (h) Leave allowance;
- (i) Increase in daily rest period, and
- (j) Maternity leave for unmarried mothers.

The result of both the aforesaid proceedings coupled with the items agreed between the Parties, formed the basis of the existing terms and conditions of employment agreement covering the Respondents' employees. This agreement expired on 30th October 1965.

Negotiations on formulating a new agreement commenced on 10th January 1966 and settlement was recorded on the following items:—

1. Probation and engagement.
2. Contract and termination of employment.
3. Overtime payments.
4. Payment of wages during public holidays.
5. Return to work of employees following sickness.
6. Acting allowance.
7. Transfer allowance and transfer travelling allowance.
8. Protective clothing.
9. Uniforms.
10. Check-off.
11. Rest-room for night shift workers.
12. Promotion.
13. Wages of sales personnel during sales actions.
14. Compassionate leave.
15. Redundancy.

16. Retirement.
17. Absenteeism.
18. Letters of warning.

The negotiations were concluded on 24th January 1966 and a trade dispute was declared on the unresolved items.

The Respondents reported the existence of a dispute to the Ministry of Labour for the purpose of effecting conciliation. The dispute was accepted by the Ministry and conciliation talks were arranged. On account of various reasons due to the fault mainly of the Claimants, conciliation proceedings could not be concluded until the beginning of July 1966 when the Parties, having reached deadlock on the issues in dispute, signed the notification of dispute form to the Industrial Court on 11th July 1966.

MAIN SUBMISSIONS ON BEHALF OF THE CLAIMANTS

4. (1) *Working Hours*.—The Claimants submitted that the work that was being performed in the Respondents' factory was heavy and this necessitated a longer resting period for an employee to enable him to remain healthy during his working period. The Claimants considered that 40 hours per week would be reasonable and would enable an employee to apply himself to his work with increased vigour and this would result in higher productivity. The Claimants stated that the Respondents' Limuru factory was not manned 100 per cent on Saturday mornings due to certain administrative arrangements as all the departments in the factory were inter-dependent on each other. The Claimants argued that, for these reasons, the Respondents could afford to do away with Saturday morning work.

(2) *Rest Period*.—During the hearing of this dispute the Claimants withdrew this issue.

(3) *Annual Leave*.—The Claimants submitted that their demand of 26 working days by way of annual leave was reasonable and fair and further it was in line with the current level of this benefit in the country. The Claimants cited firms like Tobacco, Breweries, Oil Companies and Banks in support of their submission. The Claimants argued that the present entitlement of 18 consecutive days was not adequate.

(4) *House Allowance*.—The Claimants stated that it was an undeniable fact that housing in urban areas presented a grave social problem in this country. The Claimants pointed out that the Respondents' branches were scattered all over the country and the employees could not meet their monthly rents on the very inadequate statutory housing allowance which had been agreed between the Parties and Sh. 12 per fortnight housing allowance for employees in Limuru.

The Claimants wanted this allowance to be increased to Sh. 25 per fortnight per employee in respect of those who were not housed by the Respondents. The Claimants produced few receipts showing that the house rent in Limuru varied from Sh. 40 to Sh. 45. The Claimants argued that the fact that some workers live in very poor type of houses in the villages near Limuru, should not be used to deny the workers a chance for raising their standard of living. The Claimants stated that the Respondents had not put forward any formula for working towards a clean wage. The Claimants concluded their arguments by saying that, out of 1,000 employees employed at Limuru by the Respondents, only 300 were housed in the Respondents' housing estate; all the other employees had to find their own accommodation both in Limuru and in various towns.

(5) *Severance Pay*.—It was the Claimants' view that severance pay for redundant workers should be on a graduated scale based on an employee's service. The Claimants expected the Respondents to be more sympathetic towards an employee who had served them loyally and efficiently, but lost his job through no fault of his own. The Claimants found the present entitlement of 15 days' pay for each completed year of service was inadequate and demanded the following new rates:—

1 year to 5 years	15 days' pay per year
6 years to 10 years	21 days' pay per year
11 years and over	30 days' pay per year

The Claimants drew the Court's attention to the fact that four employees had been declared redundant in the past and there was a possibility that six others would also lose their jobs through redundancy in the very near future.

(6) *Leave Allowance*.—While the Claimants conceded that most of their members employed by the Respondents came from places around Limuru, they argued that leave was meant to enable an employee to visit various places of interest in the country which an employee could do only if he was well paid. It was for this reason that the Claimants had demanded a leave allowance of Sh. 110 to be paid to employees proceeding on their annual leave. The Claimants strongly resisted the Respondents' contention that the level of their fringe benefits was exceptionally high. The Claimants submitted that the present entitlement of 3rd class return fare was extremely low should be discarded in favour of Sh. 110 leave allowance.

(7) *Night Allowance*.—The Claimants demanded that employees who are required to work during the night should get an increased night allowance as stated below:—

F1 to F3 A1 to F12	} 25 cents per hour
F4 to F6 F13 to F19	
F7 to F9 F20 to F26	} 22 cents per hour
	} 20 cents per hour

The Claimants stated that the reason for the increase in this allowance was because of the social inconvenience that an employee suffered and for the extra expenses he had to incur when required to work at night.

(8) *Service Gratuity*.—The Claimants' demand was to lower the qualifying period for service gratuity as granted in the Arbitration Award of 27th March 1964 from seven years to three years. The Claimants stated that, in this award it had been ruled that, service gratuity should be discontinued on the introduction of the National Social Security Fund by the Government. The Claimants, therefore, strongly demanded the pay-out of service gratuity to those employees who had served the Company for three years at the time the National Social Security Fund commenced. As regards the retirement age it was the Claimants' view that age had no connexion whatsoever with gratuity because it was a sort of bonus paid to an employee who had served the Respondents loyally. For these reasons the Claimants requested the Court to make the following changes in the gratuity scheme:—

- Qualifying period to be reduced from seven to three years.
- To delete the connexion with retirement age.
- To order the pay-out of all dues under gratuity to various employees.

(9) *Wage Increase*.—The Claimants stated that the Respondents were an international company and were in a position to pay a living wage to their employees. The Claimants' members were prepared to carry out whatever work they were asked to do by the Respondents, but it was the Respondents' responsibility to find ways and means of increasing the productivity in their factory.

The Claimants further stated that the last wage increase their members got was as a result of the Arbitration Award in March 1964 which was as follows:—

Grade F1 - 3 A1 - 12	} Sh. 13/- per fortnight
F4 - 6 F13-19	
F7 - 9 A20-26	} Sh. 11/- " "
A27	
	} Sh. 9/- " "
	} Sh. 15/- " "

The Claimants submitted that it was an accepted fact by both the Kenya Government and the labour movement in the country that, wages paid in East Africa and particularly in Kenya were geared on a low-wage economy. It was the Government's declared policy that Kenya should move from low-wage economy to high-wage economy. It had been the Claimants' objective to raise the wages of their members to enable them to attain a minimum decent standard of living which would mean that employees would enjoy (a) balanced diet, (b) decent house, (c) provide education for their children and (d) have some sort of entertainment. The Claimants were of the opinion that the wages paid by the Respondents were not enough for an employee to meet the basic necessities.

The Claimants stated that the cost of living had gone up considerably although increases in items like school fees and taxes were not taken into consideration when the cost of living index was worked out. The Claimants gave details of the increase in school fees and taxes. The Claimants stated that the Respondents' products were in great demand and their market was increasing every day and the employees had to work extremely hard to keep up with the necessary production. The Claimants were strongly opposed to the Respondents' proposal that an increase on factory grades should be on piece rates and stated that all increases should be based on basic wages to maintain the gap between the basic wage and piece rates; the increase granted on the basic wage should be added to the piece rate as was done in the Arbitration Award of 1964. The Claimants requested the Court to award the following increases:—

Auxiliary Grades:	Demand per F/Night:	Factory Grades:	Demand per F/Night:
A1 to A12	Sh. 135/-	F1 to F3	Sh. 85/-
A13 to A19	" 105/-	F4 to F6	" 70/-
A20 to A26	" 85/-	F6 to F9	" 55/-

<i>Shop Personnel:</i>	
Senior Salesmen	.. .. Sh. 200/-
Salesman Grade 1	.. .. " 190/-
" " 2	.. .. " 180/-
" " 3	.. .. " 170/-
Receptionist	.. .. " 225/-
Cleaner and various jobs	.. .. " 170/-

(10) *Piece Rate Committee*.—The Claimants stated that they had demanded the creation of this committee in the Limuru factory for settling all grievances arising from the piece rates as far back as 1964. In the same year the Arbitrator awarded a consultative committee which had a very limited function, that is, to make known the prevailing piece rates.

The Claimants stated that this committee had not improved the situation and they had, therefore, demanded the establishment of piece rate committee for the following reasons:—

- The said committee would be ideal for settling all grievances arising from disputes on piece rates.
- As piece rate was an employee's remuneration when a chance in the piece rate was contemplated, then an employee should be consulted on any such proposals.
- Such committee would be responsible for reviewing the whole system of piece rate payment.

The Claimants argued that the present method was a complicated one and beyond the understanding of ordinary employees.

(11) *Effective Date and Duration of Agreement*.—The Claimants submitted that the Parties had agreed on the effective date to be 1st November 1965 and the duration to be of one year. The Claimants saw no reason why this agreement should not be honoured by the Respondents and requested the Court to award accordingly.

MAIN SUBMISSIONS ON BEHALF OF THE RESPONDENTS

5. The Respondents submitted that the Claimants demands as registered were excessive and if awarded would place upon them a very heavy additional financial burden. The footwear industry and market was highly competitive and competition was rising both from within and outside the country. Throughout negotiations and conciliation the Respondents had felt that they were not in a position to offer increases in anything approaching the scale demanded by the Claimants as working terms and conditions presently obtaining were already in a high order. The Respondents' aim was to expand their activities throughout Kenya and towards this end they had to be extremely cautious in incurring any additional expenditure in the production of their products like granting an unrealistic wage increase.

The Respondents claimed that they had tried very hard both at negotiations and conciliation to reach agreement, however, the Claimants' demands were wholly unrealistic and they had either overlooked or ignored very substantial improvements made to the workers by the Respondents since June 1962. The Respondents were firmly of the opinion that, the time had now come when all who had responsibility for the setting of terms and conditions of employment should use their endeavours towards establishing a clean wage. The Respondents believed that no increase whatsoever was justified on any fringe benefit and that certain unnecessary and unwarranted items should be completely abolished such as the leave travelling allowance.

The Respondents rejected the comparisons put forward by the Claimants as they were not possible as wage element in other companies had the hidden benefit of invisible remuneration by way of the value of fringe benefits. However, if there was a move towards a clean wage, then everybody would be in a better position to review comparisons and plan positive steps towards the high-wage economy.

The Respondents submitted that the Claimants had not substantiated their demands by revealing any pertinent facts relative to the issues involved. The Respondents made the following submissions in support of the particular issues.

(1) *Working Hours*.—The Respondents submitted that it was generally accepted that the standard of working week throughout industry was 45 hours. They emphasized that the presently operated working week of 45 hours was necessary for them in order to be able to maintain their production to meet consumer requirements. Furthermore, any reduction in working hours would seriously affect the Respondents' ability not only to maintain but to expand its export market which was vital for earning foreign currency for Kenya. The Respondents rejected the Claimants' allegation that there was hardly any work on Saturday mornings and stated that Saturday mornings were fully utilized to finish off incomplete production quotas and also to carry out both essential and necessary maintenance tasks. The Respondents argued that the Claimants' demand was a disguised demand for extra wages. The Respondents also drew the Court's attention to the fact that on 22nd September last year, the Court had rejected similar demands by the Claimants.

(2) *Rest Period*.—The Respondents noted that the Claimants had withdrawn their demands on this issue.

(3) *Annual Leave*.—The Respondents stated that this benefit had been considerably increased by them over the last few years. Up to October 1963 annual leave was granted in the scale of 14 continuous days per annum, in November 1963 annual leave was increased by voluntary agreement to 17 continuous days' leave per annum. By an award of the Industrial

Court last September the amount of annual leave was further increased to its present scale of 18 days' continuous leave. The Respondents strongly opposed any further increase for this demand as during the annual leave period the Respondents closed down their factory every year during which period maintenance work and overhauling was carried out.

Any further increase in the leave period would mean so many days' extra loss of production which the Respondents could not afford, moreover, the rest periods which were granted to employees amounted to a yearly benefit of 14 days.

(4) *House Allowance*.—The Respondents submitted that at present they paid a house allowance of Sh. 12 per fortnight to those employees who were not housed by them in Limuru and in those areas of Kenya covered by the Wages Regulation General Order, they paid the housing allowance as gazetted from time to time by the Government. The Respondents gave details of how this benefit had increased since 1962 and stated that the award made by the Industrial Court less than one year ago represented a fair housing allowance. The Respondents argued that they should not be penalized further on this item in order to meet the possible unscrupulous demands of landlords. The Respondents stated that the workers in Limuru were generally able to secure accommodation in the traditional type of houses in the villages at no extra cost and at no more than Sh. 12 per fortnight. In any case the Respondents argued that an employee should pay something from his wages towards finding living accommodation and stated that the Government statutory housing allowance was also worked out on this principle. The Respondents requested the Court not to lose sight of the fact that housing allowance was not and had never been intended to cover the total cost of accommodation, but rather it had been given to the employee in order to assist his securing reasonable accommodation for which he had to pay rent.

(5) *Severance Pay*.—The Respondents stated that the present arrangement on severance pay had been introduced on voluntary basis in respect of any employee who may be declared redundant in the following scale:—

"15 days' pay for each completed year of service or part of a year exceeding six months."

During the arbitration proceedings in 1964, this arrangement had not been altered. Less than one year ago the Industrial Court had ruled on this very issue and made a nil award. In the circumstances the Respondents requested the Court to reject this demand as the Claimants had made no case whatsoever for any amendment to the existing entitlement. The Respondents stated that before any redundancy was declared everything possible was done to offer the employees concerned alternative employment by the Respondents, but the employees themselves felt that they could do better in some other employment. The Respondents denied that another six employees were going to be declared redundant.

(6) *Leave Allowance*.—The Respondents most strongly opposed any additional financial benefit on this item as they had at no time accepted the principle of a leave travelling allowance payable when proceeding on leave. The Respondents believed that this system originated when contract workers were recruited to work considerable distances from their own home districts. The Respondents felt very strongly that the time had now come whereby a worker as in most other countries, must personally be responsible for making the necessary financial provision by way of savings to cover the cost of taking annual leave. The Respondents submitted that the Claimants' demand for over Sh. 110 leave travelling allowance was totally without justification. It was an undisputed fact that majority of the workers were domiciled in Limuru. The Respondents submitted that, if the Claimants wanted a leave bonus, then this matter should be referred back for further negotiations as this issue was never discussed as such.

(7) *Night Allowance*.—The Respondents stated that they paid a night allowance to those workers commencing duties after 6 p.m. in the following scale:—

Grades (F) 1-3	..	..	..	15 cents per hour
4-6	..	..	..	12 cents per hour
7-9	..	..	..	10 cents per hour

The Respondents argued that an allowance of this nature was originally made to recompense for any social discomfort a night shift worker may experience and the Respondents submitted that social consideration had remained unchanged from the time this allowance was given. The Respondents requested the Court to make a nil award on this issue as the Claimants had made no case in support of any increase.

(8) *Service Gratuity*.—The Respondents stated that when the present benefit of service gratuity was introduced in March 1964, by Arbitration Award, the Arbitrator had made quite clear that the service gratuity was granted specifically having regard to three most important factors:—

"(a) A qualifying period of continuous service with the Company of not less than seven years.

(b) Service Gratuity benefits to be paid to the worker on retirement after having reached retirement age.

(c) Where a Provident Fund or Pension Scheme is introduced the service gratuity should be discontinued."

The Respondents stated that it had been clearly agreed with the Claimants, that on introduction of Provident Fund or Pension Scheme the service gratuity should be discontinued. This agreement was made on 11th January this year.

The Respondents argued that the whole idea of service gratuity was based having regard to the fact that an employee having attained retirement age, should not leave the Respondents' employment in an impecunious manner. The Respondents submitted that, the Government having introduced the National Social Security Fund, this item no longer existed. However, the Respondents had already given an undertaking to the Claimants that any benefit by way of service gratuity standing to an employee's credit at the time of the introduction of the National Social Security Fund should be frozen and should be subject to payment at a later date solely connected with retirement age and presently operated service qualifications. The Respondents submitted that any alteration on the existing arrangement would result in mass resignations and would also place them in a great financial burden. The Respondents requested the Court to consider the history of this benefit along with interpretation made by the Arbitrator and to reject the Claimants' demand on this issue.

(9) *Wages*.—The Respondents submitted that their aim and policy was and always had been to improve the living standards and working conditions of their employees. They had sought to achieve these aims on the basis of sound economic principles. The Respondents' aims were—

- (1) to provide more people in Kenya with good shoes at a reasonable price;
- (2) to provide work and wages under good conditions for more and more people;
- (3) to expand their export trade;
- (4) to play their part in building a stable and expanding economy in Kenya.

The Respondents stated it was obvious that increased wages and labour costs must unless accompanied by higher productivity raise the production costs of their products. This would endanger, not improve, the conditions of their employees. The Respondents submitted that the Claimants had put forward no reasons whatsoever for their exorbitant and unrealistic demands.

The Respondents reminded the Court of the nine demands on various items submitted by the Claimants and stated that the logic of the matter was that such payments could only be assessed in their entirety as they formed part of a package demand and one must be judged alongside others.

The Respondents also stated that they had fully implemented and honoured the provisions of the Tripartite Agreement and had retained more than 50 of such employees in their employment. The Respondents stated that their wages were 25 per cent higher than the ones laid down in the Footwear Industry's Wages Council Order. The Respondents further stated that they operated a piece rate system of wage payments in respect of those workers who were employed on direct production processes within the factory. The wage factor incorporated a fixed fortnightly minimum basic wage plus an incentive element based on individual piece rates which formed the total fortnightly piece rate wage.

The Respondents requested the Court to consider that any amount of increase awarded should be placed both to the minimum fixed fortnight basic wage and also to the total piece rate wage where such was in existence. The Respondents made this request having regard to the fact that, if an award on wages was only made to the fortnightly basic guaranteed wage, the incentive margin on wages would become much less which in turn would consequently mean that an efficient worker would only earn slightly more than the worker who was perhaps slow and disinterested.

The Respondents strongly refuted the Claimants' statement that they had a monopoly of the footwear industry in Kenya. The Respondents drew the Court's attention to the following wage increases which they had offered during conciliation and requested the Court to endorse them:—

Grade A1 -A12	10.—(21.50)
A13-A19	8.—(17.50)
A20-A26	6.—(13.00)

Sales Personnel	Fixed amount per Ft/night	On Commission
Grade 1 ..	1.—(2.20)	3.—(6.50)
2 ..	1.—(2.20)	2.50 (5.50)
3 ..	1.—(2.20)	2.—(4.50)

Factory Personnel GRADE

	Basic Wage (90 Hours)	Piece rate cal. for std. output on each operation
PRESENT F/NIGHTLY		
F.I	144.—(312.—)	183.—(407.—)
F.II	140.—(303.—)	183.—(396.50)
F.III	136.—(294.50)	173.—(388.50)
F.IV	127.—(275.—)	166.50 (360.50)
F.V	121.—(262.—)	158.50 (343.50)
F.VI	116.—(251.—)	151.50 (328.50)
F.VII	107.—(231.50)	140.50 (304.50)
F.VIII	99.—(214.50)	129.50 (280.50)
F.IX	91.—(197.—)	118.50 (256.50)
OFFER F/NIGHTLY		
F.I	146.—(316.—)	195.—(422.50)
F.II	142.—(307.50)	189.50 (410.50)
F.III	138.—(299.—)	184.50 (400.00)
F.IV	128.50 (278.50)	172.—(372.50)
F.V	122.50 (265.50)	164.—(355.—)
F.VI	117.50 (254.50)	157.—(340.—)
F.VII	108.—(234.—)	145.—(314.—)
F.VIII	100.—(216.50)	134.—(290.—)
F.IX	92.—(199.50)	123.—(266.50)

(10) *Piece Rate Committee.*—The Respondents stated that machinery already existed for the processing of grievances as outlined in the recognition agreement existing between the Parties at clause 17 and as the Claimants had demanded that the piece rate committee would settle all piece rate grievances, there was no need for setting up an additional piece rate committee. In any case the Respondents argued that the Claimants had made no case whatsoever for the introduction of this committee.

(11) *Effective Date and Duration of Agreement.*—The Respondents stated that although they had no objection to the effective date to the new terms and conditions of employment agreement being 1st November 1965 this had been based on the assumption that negotiations would be finalized within a reasonable period, but as the negotiations had protracted and could not be finalized without recourse to the Industrial Court, the Respondents had no alternative but to withdraw their offer of accepting the effective date as 1st November 1965.

The Respondents stated that, during conciliation in February and March, the Claimants failed to turn up and when on 30th March they attended a conciliation meeting no progress could be made because the Claimants got involved into a bitter domestic quarrel with the result that the conciliator had to call off the meeting. On 3rd May, the Claimants' General Secretary informed the Respondents in writing that in view of disagreement within the Claimants, conciliation would not continue until further notice, with the result that the conciliation talks did not take place until the first few days of June. In these circumstances the Respondents submitted that they were fully justified in requesting the Court to award the effective date to be 1st September 1966. The Respondents stated that, although they had requested the award to be of one year's duration, they felt that the Court should fix the duration period, if it was so inclined, for two years as the Respondents had for some time now been trying to persuade the Claimants to accept the principle of having awards for longer periods than one year.

AWARD

6. The Court, having given careful consideration to the evidence and submissions of the Parties, finds that the Claimants are not entitled to any award on the following issues and a nil award is made accordingly in respect of them:—

- (1) Working Hours.
- (2) Rest Period.
- (3) Annual Leave.
- (5) Severance Pay.
- (10) Piece Rate Committee.

On the following issues, however, the Court finds that the Claimants are entitled to succeed to the extent shown:—

(4) *House Allowance.*—The house allowance which is being paid to employees at Limuru who are not housed by the Respondents shall remain at the present level, i.e. Sh. 12 per fortnight, but the employees living in Nairobi and Mombasa and other townships shall get the following house allowance:—

Nairobi and Mombasa ..	Sh. 25 per fortnight
Other townships	Sh. 20 per fortnight

(6) *Leave Allowance.*—The Court was put in a difficult position as far as this item is concerned as the Respondents argued that if the Claimants wanted a leave bonus then it should be referred back for further negotiations. The Court, however, is satisfied that the Respondents were aware all along of the nature of this demand. The issue in dispute is "leave allowance" and not "leave travelling allowance". The Court, therefore, awards that all employees shall be entitled to a leave allowance of Sh. 25 per annum when they proceed on annual leave. This award shall replace the present provision whereby 3rd class return fares are given to employees when they proceed on leave.

(7) *Night Allowance.*—The Court awards that the present percentage on which this allowance is worked out should

(8) *Service Gratuity.*—The Arbitrator in 1964 made the following comments and award:—

"A service gratuity should not be confused with a Provident Fund or Pension Scheme. The Company's offer seems to combine service gratuity, provident fund and pension scheme. On the other hand, the Union seem to overlook the fact that an employee must work for a few years before he is entitled to a service gratuity scheme.

Where a Provident Fund or Pension Scheme is introduced the service gratuity should be discontinued.

Bearing in mind what I have stated above and what is desirable for Kenya, I award as follows:—

- (a) For workers retiring after seven years' continuous service and prior to ten years' service with the same employer, the employer shall pay a gratuity of half a month's pay for each year of service, therefore the gratuity shall be increased to three-quarters of a month's pay for each succeeding year of service to 15 years following which the gratuity shall be one month's pay for each year of service after 15 years.
- (b) The rate of pay to be that paid to the worker on retirement.
- (c) Continuous service shall be understood to be service unbroken except by authorized absence."

It is quite clear that the learned Arbitrator was fully conscious of the fact that a gratuity was a different benefit from a Provident Fund and/or a Pension Scheme. On this basis the Court finds it unfair to tie the granting of gratuity to the retirement age of an employee. This is not in line with gratuity schemes to be found in this country. The Court, therefore, awards that if an employee leaves the service of the Respondents other than for disciplinary reasons, then he shall be entitled to a gratuity payment provided he has fulfilled the other conditions agreed between the Parties. As this benefit will come to an end on commencement of the National Social Security Fund, the employees shall benefit under this head only up to that time except for the purpose of working out the qualifying period.

For example—

"if an employee retires after eight years of service having rendered five of them after the commencement of the National Scheme, then he shall be provided for the first three years on the basis of the present arrangement and the remaining five years shall be subject to the National Scheme."

(9) *Wages.*—The Court has decided to award the following increases in wages after a very careful consideration of all the facts put forward:—

AUXILIARY PERSONNEL:—fortnightly

Grade A1—A12	Sh. 15/-
A13—A19	Sh. 12/-
A20—A26	Sh. 9/-

SALES PERSONNEL:	Amount per F/night	Commission per F/night
Grade 1	Sh. 10/-	to be worked out on
" 2	Sh. 10/-	the basis of the Res-
" 3	Sh. 10/-	pondents' offer.

FACTORY PERSONNEL: fortnightly new rates:

GRADE	Basic Wage for (90 Hours)	Piece rate basis calculation for standard output on each operation
F.I	Sh. 149/-	Sh. 201/-
F.II	" 145/-	" 196/-
F.III	" 141/-	" 191/-
F.IV	" 132/-	" 179/50
F.V	" 126/-	" 171/50
F.VI	" 121/-	" 164/50
F.VII	" 112/-	" 153/50
F.VIII	" 104/-	" 142/50
F.IX	" 96/-	" 131/50
Repair Receptionist shall get Sh. 155/- per fortnight		
Cleaner and various jobs .. 95/- .. "		

(11) *Effective Date and Duration of Agreement.*—This award shall be with effect from 1st June 1966 and shall remain in force for a period of 18 months from that date.

General Comments.—The Court is worried at the number of issues which are being forwarded to the Court for adjudication in the various disputes including the present one and wishes to stress that the Industrial Court was not meant to replace the voluntary negotiations and conciliation machinery that exists for the settlement of disputes. The Parties should make sincere, honest and frank efforts during the pre-Industrial Court stage for the settlement of disputes and come to the Court only when they reach a point beyond which they cannot move.

Given in Nairobi this 15th day of September 1966.

SAEED R. COCKAR,
President.

A. A. OCHWADA, M.P.,
Vice-President.

M. JAHAZI,
Vice-President.

S. K. NGOLOMA,
Member.

J. W. OUKO,

GAZETTE NOTICE No. 3502

THE TRANSPORT LICENSING ACT

(Cap. 404)

THE undermentioned applications were approved by the Transport Licensing Board at a meeting held at Mombasa on 22nd August 1966.

A. N. OUMA,
Executive Officer,
Transport Licensing Board,
P.O. Box 30440, Nairobi.

ROAD SERVICE LICENCES

- MS/R/46/66—N. Kimani s/o Kinyaga, Kiamunyaka Village, P.O. Galole. Granted to operate a 52-passenger vehicle. Route: Galole - Garissa - Mwingi - Thika - Ruiru - Nairobi but not to pick up or set down passengers between Kahawa and Nairobi.
- 47/66—James Dena, M.M.S. P.O. Mazeras. Granted to operate a 32-passenger vehicle between Mtaa and Mazeras only.
- 18/66—Sagalla Bus and Transportation Services Co., Sagalla, P.O. Voi. Granted to operate a 45-passenger vehicle over the route: Sagalla-Voi-Kajire and Mwatate-Kasigau only.
- 50/66—Abdalla Sulemani, P.O. Box 117, Mombasa. Route: Mombasa - Kilifi - Malindi - Garsen - Witu-Mokowe-Lamu. (50-passenger vehicle.)
- 54/66—Frank Mascetti, P.O. Box 253, Malindi. Route: Malindi District-Malindi Airport, for carriage of tourists only. (KJA 935, 7 passengers.)
- 56/66—Kalume Nuri, Kinango Kibibole, P.O. Kinango via Mombasa. For carriage of 34 passengers. Route: Kilibasi - Vigurungani - Makamini - Kinango-Mazeras-Rabai only.
- 57/66—Emmanuel P. C. Mwachiti, P.O. Kinango via Mombasa. Route: Amkeni-Kwale-Mombasa via Tiwi. (42-passenger vehicle.)
- 58/66—Omar Bin Said, P.O. Box 304, Malindi. Route: Mambrui-Bomani-Malindi. (42-passenger vehicle.)
- TLB. 6417—Mohamed Haji Adam, c/o G.K. Prison, P.O. Manyani-Voi. Route: Manyani-Voi. (KCZ 28, 8 passengers.)
- 1033—Joseph Maxim Adams, P.O. Box 2995, Mombasa. Route: Kenya, for carriage of tourists. (KAZ 742, 5 passengers and KAV 707, 7 passengers.)
- 5043—Suleiman Bin Ali, Mkunumbi, P.O. Witu. Route: Mokowe - Mkunumbi - Witu - Garsen - Mambrui - Malindi. (34-passenger vehicle.)
- 6598—Islam Ali and Bros., P.O. Box 15110, Takaungu. Allowed to increase carrying capacity from 32 to 52 passengers. (KAX 537, 32 passengers.)
- 3419—Samuel K. Fondo, P.O. Kaloleni, via Mariakani. Granted to increase the passenger-carrying capacity from 43 to 51 passengers. Present route: Kaloleni-Rabai-Mazeras and Mombasa. (KJB 750, 43 passengers.)
- 6501—South Coast Hotels Ltd., P.O. Ukunda via Mombasa. Carriage of tourists only. Route: Ukunda-Mombasa. (KJB 636, 7 passengers.)
- 6314—Kenya National Transport Co-op. Society Ltd., P.O. Box 12446, Nairobi. To operate on a co-ordinated timetable authorized by the Board, an authenticated copy of which must be carried in this vehicle. (KKC 368, 51 passengers.) Present route: Kitui-Kibwezi-Mombasa. (KHZ 894, 60 passengers.)
- 3479—Sheikh Omar Bin Dahman, P.O. Box 13, Malindi. Change of conditions to alter the present timetable to a new timetable. Present route: Mombasa-Malindi-Lamu. (KAZ 157, 42 passengers.) Present route: Malindi - Kakoneni - Malindi - Marafa - Baricho and Malindi-Mombasa. (KAT 402, 34 passengers.)

The following applications were refused:—

- MS/R/44/66—Rukia Mzee and Co., P.O. Box 16000, Kwale.
- 49/66—Ali Abdurhman Bamahrus, P.O. Box 25, Lamu.
- 51/66—Nodoro Chaka, P.O. Kinango.
- 52/66—Ali Maka, P.O. Box 8545, Mombasa.
- 53/66—Isaac Kamau Ndirangu and V. G. Rawal, c/o P.O. Box 7190, Mombasa.
- 55/66—Brush Salim, P.O. Box 21, Kilifi.
- 59/66—Raphael Nzaro s/o Mkare Viragoni, P.O. Box 20, Mariakani.
- 60/66—Jeremiah Tsuma, P.O. Mazeras.

The following application was deferred:—

- MS/R/48/66—Mrs. Omega Ndesanjo, P.O. Box 522, Mombasa.

The following application was withdrawn:—

- TLB. 2888—Tete Kirorezi, Kinango Trading Centre, P.O. Kinango.

"B" CARRIERS' LICENCES

The following applications were approved:—

- MS/B/44/66—Abdallah Ismail Abdallah Albeity and Mohamed Ahmed, P.O. Box 24, Garissa. Route: Garissa-Mwingi-Thika-Nairobi-Athi River only for carriage of all goods.
- 45/66—Mwalim Juma Saidi, P.O. Box 2245, Mombasa. Carriage of petroleum products in bulk only within Mombasa, Kwale and Kilifi Districts. (One tanker of 6,000 gallons.)
- TLB. 3263—Dhalla Ismail, P.O. Box 612, Mombasa. Carriage of Esso products. Route: Mombasa District-Kwale-Malindi-Ramisi Districts. (One tanker, 8 tons and one lorry, 7 tons.)
- 47/66—L. K. Vyas, P.O. Box 7456, Mombasa. Carriage of all goods within the Mombasa town and Mombasa Municipality area. (5-ton vehicle.)
- 48/66—Mohamedali Nazerali and Co., Ltd., P.O. Box 221, Mombasa. Carriage of all goods and petroleum products. Route: Mombasa District. (6-ton vehicle.)
- 54/66—Ali Ahmed Matan, P.O. Box 623, Mombasa. Carriage of goods within the Mombasa District only. (7-ton vehicle.)
- 57/66—Salimu Juma Mwarama and Bros., Lunga Lunga, P.O. Vanga. Carriage of farm produce, fish trade and sugar-cane. Route: Lunga Lunga-Kikoneni-Msambweni - Ukunda - Tiwi - Ngombeni - Mombasa. (5-ton vehicle.)
- 58/66—Matran bin Salim Ramdhan Saido, P.O. Box 8588, Mombasa. Carriage of all goods. Route: Mombasa District. (KCK 501, 12,825 lb.)
- 63/66—Swaleh Bin Salim, P.O. Box 8588, Mombasa. Carriage of all goods. Route: Mombasa District. (KAP 2, 4,927 lb.)
- 65/66—Mwango Rajabu, P.O. Box 43, Kilifi. Carriage of all goods. Route: Kilifi-Mombasa-Malindi Districts. (KAW 975, 5 tons.)
- 66/66—Islam Said Badahni, P.O. Box 11313, Mombasa. Carriage of all goods. Route: Mombasa Municipal area. (KAH 514, 5 tons.)
- 7912—Abubakar Salim, P.O. Box 6, Wajir. Variation of route to add Isiolo-Marsabit-Nanyuki-Moyale-Garissa-Malindi-Mombasa. Present route: North-Eastern Province and to Nairobi via Garissa-Thika Road and to Mombasa via Garissa-Galole-Garsen-Malindi and Kilifi. (KFP 531, 5,210 lb.)
- 8123—Abdulla bin Salim Bakhshuweini, P.O. Box 34, Malindi. Variation of route to add Malindi-Tana River-Kilifi-Kwale and Lamu Districts for carriage of all goods. Present route: Malindi-Mombasa-Nairobi, for fruit and vegetables, and for all goods within Mombasa District. (KJA 566, 13,630 lb.)
- 7147—Kaloleni Farmers' Co-op. Society, Weruni, Giriama, P.O. Kaloleni. Carriage of all goods. Route: Mombasa, Kilifi, Kwale Districts and to Malindi only. (KJA 682, 10,805 lb.)
- 9175—Salim Saleh Bahamadi, P.O. Box 42, Lamu. Carriage of all goods. Route: Lamu-Malindi-Kilifi-Mombasa-Kwale. (9-ton vehicle.)
- 5556—Charo Kombe, P.O. Kikambala via Mombasa. Carriage of all goods. Route: Mombasa, Kwale and Kilifi District including Malindi Sub-District. (KAX 20, 6,320 lb.)

"B" CARRIERS' LICENCES—(Contd.)

- TLB. 8556—Omar Saleh Bahamadi, P.O. Box 42, Lamu. Carriage of all goods. Route: Lamu-Malindi-Kilifi-Mombasa-Kwale. (9-ton vehicle.)
- 2662—Malindi Cycle Mart, P.O. Box 34, Malindi. Route: Malindi-Tana River District-Lamu District-Malindi-Kilifi-Mombasa Districts, for carriage of all goods; and Malindi-Mombasa-Nairobi, for carriage of fruits and vegetables. (6- to 8-ton vehicle.)
- MS/B/5/5—Bulwark Transport (E.A.) Ltd., P.O. Box 388, Mombasa. Carriage of bagged cement. Route: Mombasa District - Kenya/Tanzania border at Lunga Lunga. (TAH 41, 8 tons; Z 3081, 4 tons;

- Z 6098, 5 tons; TAH 42, 10 tons and Z 6306, 10 tons.)
- 2045—Masudi Suleman, P.O. Box 6094, Mombasa. Carriage of farm produce, shop goods and all goods. Route: Mombasa - Ngombeni - Waa - Tiwi - Diani - Mabungo - Gazi - Msambweni - Lunga Lunga - Vanga - Shimba Hills - Ramisi - Shimoni - Mrima - Kwale - Kinango - Ndawayia. (5-ton vehicle.)
- 5091—Speedway Transport Co., P.O. Box 9094, Mombasa. Carriage of all goods. Route: Mombasa Municipal area. (KJA 485, 3 tons.)

The following applications were refused:—

- MS/B/46/66—Hansraj S. Patel, P.O. Box 1801, Nairobi.
- 51/66—Ahmad Abdalla Baabad, P.O. Box 5, Lamu.
- 52/66—Roshanali Allibhai Panju, P.O. Box 2985, Mombasa.
- 53/66—Hussein Bandali Kanji, c/o P.O. Box 1769, Mombasa.
- 55/66—D. J. X. Vaz, P.O. Box 125, Moshi.
- 56/66—Tononoka Service Station, P.O. Box 8493, Mombasa.
- 59/66—Essa Noormohamed, P.O. Msambweni via Mombasa.
- 60/66—Kayafungo General Transporters, c/o P.O. Box 1846, Mombasa.
- 61/66—Highway Carriers, P.O. Box 1339, Mombasa.
- 62/66—Hassan Ali Mwadzaya, P.O. Box 71, Mariakani.
- 64/66—Ali Bin Juma, P.O. Box 617, Mombasa.
- 67/66—Talati General Transporter, P.O. Box 8304, Mombasa.
- 68/66—Charo Chironda Transporter, P.O. Box 1769, Mombasa.
- 69/66—Engineer Transport Co., P.O. Box 8304, Mombasa.
- 70/66—Mahfudh Khamis, P.O. Box 2377, Mombasa.

- TLB. 11692—Jabir Islam, P.O. Box 2470, Mombasa.
- 9367—Ashur Ahmed, P.O. Box 11313, Mombasa.
- 1134—Ali Mohamed Shallo, P.O. Box 21, Kilifi.
- 1531—Bukhet Issa, P.O. Box 2243, Mombasa.
- 4356—Faraj bin Nasib, P.O. Box 2023, Mombasa.
- 72/66—Adam Haji Suleman, P.O. Box 14, Malindi.
- 7122—Night Security Organization (Mombasa) Ltd., P.O. Box 9125, Mombasa.
- 9429—Coronation Mills Ltd., P.O. Box 975, Mombasa.
- 598/1—Express Transport Co. (Mombasa) Ltd., P.O. Box 39, Mombasa.
- 8378—Yusuf Transport Co., c/o P.O. Box 1515, Mombasa.
- 813—Ruby Cabs Ltd., P.O. Box 436, Dar es Salaam.
- 9163—Khamisi Abdulla, P.O. Box 2083, Mombasa.
- 10145—Moka Ngure, Kungu Market, P.O. Wundanyi.
- 11765—Amani Yoeli and Co., P.O. Box 40, Moshi.
- 6598—Islam Ali and Bros., P.O. Box 17003, Vipingo.
- 9583—Mistry Ravji Devji and Co., P.O. Box 223, Malindi.
- 6942—Said Rashid Salim, P.O. Box 2082, Tanga.
- 3690—Ali Aden, P.O. Box 11, Wajir.

The following applications were deferred:—

- MS/B/50/66—Hassanali Kamal Haji Abdulrahim Mithwany, P.O. Box 8740, Mombasa.
- TLB. 119—Voi Service Station and Garage, P.O. Box 15, Voi.

GAZETTE NOTICE No. 3503

(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.—Kagumone, South Imenti Division, Egoji, Meru.

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

Area.—31.5 acres (approximately).

Description of land:—

This land is situated approximately 1,200 feet to the north of Egoji 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 Egoji Trading Centre and Chief's Camp are 1,200 feet and 1,690 feet distant, on bearings of 170° and 122° 45' respectively;

thence for 472 feet on a bearing of 260° to point B;
thence for 83 feet on a bearing of 352° to point C;
thence for 650 feet on a bearing of 290° to point D;
thence for 476 feet on a bearing of 293° to point E;
thence for 100 feet on a bearing of 353° to point F;
thence for 192 feet on a bearing of 319° to point G;
thence for 70 feet on a bearing of 299° to point H;
thence for 230 feet on a bearing of 323° to point I;
thence for 311 feet on a bearing of 334° to point J;
thence for 207 feet on a bearing of 5° to point K;
thence for 377 feet on a bearing of 70° to point L;
thence for 845 feet on a bearing of 128° to point M;
thence for 976 feet on a bearing of 124° 15' to point N;
thence for 127 feet on a bearing of 150° to point O;
thence for 321 feet on a bearing of 163° 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.

Dated this 13th day of September 1966.

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

GAZETTE NOTICE No. 3504

THE GOVERNMENT LANDS ACT

(Cap. 280)

NOTICE

WHEREAS by a grant registered on 28th March 1964, all that piece of land situated in the City of Nairobi in the Republic of Kenya containing by measurement 0.0301 of an acre or thereabouts that is to say Land Reference No. 209/6424 which said piece of land is delineated on the plan annexed to the said grant and more particularly on Land Survey Plan No. 81652 deposited in the Survey Records Office at Nairobi was granted unto Messrs. Joseph Kimani and Co., c/o Uthiru Primary School (P.O. Kabete), to hold for the term of 99 years from the 1st August 1963, at an annual rent of Sh. 144 and subject (*inter alia*) to the following special conditions namely:—

(a) The grantee shall within six months of the commencement of the term submit in triplicate to the Local Authority and the Commissioner of Lands plans (including block plans showing the positions of the buildings and a system of drainage for the disposal of sewage surface and sullage water) drawings elevations and specifications of the buildings the grantee proposes to erect on the land and shall within 24 months of the commencement of the term complete the erection of such buildings and the construction of the drainage system in conformity with such plans, drawings, elevations and specifications as amended (if such be the case) by the Commissioner:

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

(b) The payment in advance on the 1st day of January in each year of the annual rental of Sh. 144.

I hereby give you notice that a breach has been committed of the said conditions and that it is my intention after one month from the date hereof to commence an action in the High Court for the recovery of the plot and amounts outstanding in respect of annual rent for the years 1964, 1965 and 1966 amounting to Sh. 460/80 inclusive of penalty.

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

GAZETTE NOTICE No. 3505

THE GOVERNMENT LANDS ACT

(Cap. 280)

RESIDENTIAL PLOTS—KILELESHWA—L.R. 209/3336 AND
STATE HOUSE ROAD—L.R. 209/5830-5835—NAIROBI

THE Commissioner of Lands gives notice that applications are invited for plots of land in the above areas for the purpose of private residence. A plan of the plots may be seen in Lands Department, Nairobi, or may be obtained by post on payment of Sh. 6, postage free, from the Survey Department, P.O. Box 30086, Nairobi.

Conditions of Sale

1. Applications should be submitted to the Commissioner of Lands, P.O. Box 30089, Nairobi, on or before noon on 21st October 1966. Applicants must enclose with their applications their cheque for Sh. 1,000 as a deposit made payable to the Commissioner of Lands which will be dealt with as follows:—

- (a) If the applicant is offered and takes up and pays for the plot within the period of 14 days as required by Condition No. 3 below, the deposit will be credited to him.
- (b) If the application is unsuccessful the applicant's deposit will be returned to him.
- (c) If the application is successful and the applicant fails to take up and pay for the plot offered to him within the period of 14 days as required by Condition No. 3 below the Commissioner of Lands may declare the deposit forfeited and the applicant shall have no further claim thereto.

2. Each application should be accompanied by a statement indicating the amount of capital it is proposed to spend on the project, with a banker's letter in support.

3. Each allottee of the plot shall pay to the Commissioner of Lands within 14 days of notification that his application has been successful the proportion of the annual rental (where applicable) together with survey, conveyancing, stamp duty, registration fees and provisional assessment for roads and drains charges. In default of payment within the specified time the Commissioner of Lands may cancel the allocation and the claimant shall have no claim to the plot.

General Conditions

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

2. The grant will be issued in the name of the allottee as given in the letter of application.

3. The term of the grant will be for 99 years from the first day of the month following the issue of the letter of allotment.

Special Conditions

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

2. The grantee shall within six months of the commencement of the term submit in triplicate to the Local Authority and the Commissioner of Lands plans (including block plans showing the positions of the buildings and a system of drainage for the disposal of sewage, surface and sullage water), drawings, elevations and specifications of the buildings the grantee proposes to erect on the land and shall within 24 months of the commencement of the term complete the erection of such buildings and the construction of the drainage system in conformity with such plans, drawings, elevations and specifications as amended (if such be the case) by the Commissioner:

Provided that if default shall be made in the performance or observance of any of the requirements of this condition it

shall be lawful for the Commissioner of Lands or any person authorized by him on behalf of the President to re-enter into and upon the land or any part thereof in the name of the whole and thereupon the term hereby created shall cease but without prejudice to any right of action or remedy of the President or the Commissioner in respect of any antecedent breach of any condition herein contained:

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

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

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

4. Not more than one private dwelling-house with the necessary offices and outbuildings appurtenant thereto (excluding a guest house) shall be erected on the land.

5. The buildings shall not cover a greater or lesser area of the land as may be laid down by the Local Authority in its by-laws.

6. The grantee shall not subdivide the land.

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

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

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

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

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

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

SCHEDULE

Plot No.	Area (Approx.)	Stand Premium	Annual Rent	Road Charges	Survey Fees
	<i>Acres</i>	<i>Sh.</i>	<i>Sh.</i>	<i>Sh.</i>	<i>Sh.</i>
209/5830	0.723	5,080	1,016	4,592/45	199
209/5831	0.723	5,080	1,016	4,592/45	199
209/5832	0.723	5,080	1,016	4,592/45	199
209/5833	0.723	5,080	1,016	4,592/45	199
209/5834	0.723	5,080	1,016	4,592/45	199
209/5835	0.723	5,080	1,016	4,592/45	199
209/3336	1.084	4,920	984	—	199

GAZETTE NOTICE No. 3221

THE GOVERNMENT LANDS ACT

(Cap. 280)

NYERI—PLOTS FOR PRIVATE RESIDENTIAL PURPOSES

THE Commissioner of Lands gives notice that the plots in Nyeri as described in the Schedule hereto are available for alienation and applications are invited for the direct grants of the individual plots.

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

3. Applications must be sent so as to reach the Township Superintendent, Nyeri, not later than noon on 30th September 1966.

4. Application forms on the approved *pro forma* obtainable from the Township Superintendent, Nyeri, should be submitted to the Commissioner of Lands, Nairobi, through the Township Superintendent, Nyeri.

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

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

- (a) If the applicant is offered and takes up and pays for a plot within a period of 14 days as required in paragraph 5 below, the deposit will be credited to him.
- (b) If the application is not successful the applicant's deposit will be returned to him.
- (c) If the application is successful and the applicant fails to take up and pay for the plot offered to him within a period of 14 days as required in paragraph 5 of the General Conditions, the Commissioner of Lands may declare the deposit forfeited and the applicant shall have no further claim thereto.
- (d) Applicants should also enclose a banker's statement or other documents showing the funds that they have immediately available to cover the cost of developing a plot in the event of their application being successful.

General Conditions

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

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

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

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

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

Special Conditions

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

2. The grantee shall within six months of the commencement of the term submit in triplicate to the Local Authority and the Commissioner of Lands plans (including block plans showing the position of the buildings and a system of drainage for the disposal of sewage, surface and sullage water), drawings, elevations and specifications of the buildings the grantee proposes to erect on the land and shall within 24 months of the commencement of the term complete the erection of such buildings and the construction of the drainage system in conformity with such plans, drawings, elevations and specifications as amended (if such be the case) by the Commissioner:

Provided that if default shall be made in the performance or observance of any of the requirements of this condition it shall be lawful for the Commissioner of Lands or any person authorized by him on behalf of the President notwithstanding anything to the contrary contained in the Government Lands Act (Cap. 280), to re-enter into and upon the land or any part thereof in the name of the whole and thereupon the term created hereby shall cease but without prejudice to any right of action or remedy of the President or the Commissioner in respect of any antecedent breach of any condition herein contained.

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

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

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

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

6. The buildings shall not cover more than 50 per centum of the area of the land or such lesser area as may be laid down by the Local Authority in its By-laws.

7. The grantee shall not subdivide the land.

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

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

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

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

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

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

Dated at Nairobi this 30th day of August 1966.

SCHEDULE

Plot No.	Area	Stand Premium	Annual Rent	Road Charges	Survey Fees
321	1-001	Sh. 2,400	Sh. 480	Payable on demand	Sh. 231
322	1-001	2,400	480	"	231
323	1-001	2,400	480	"	231

GAZETTE NOTICE NO. 3506

THE LAND AND AGRICULTURAL BANK OF KENYA

THE AGRICULTURAL CREDIT ACT

(Cap. 323)

NOTICE

IN PURSUANCE of the powers conferred upon the Board by section 66 (1) of the above-mentioned Act, notice is hereby given that the undermentioned property will be offered for sale by the K.F.A. Auctioneers Limited on Friday, 21st October 1966, at 11 a.m. in the Nyeri Urban Council Hall at Nyeri.

Description

All that piece of land containing one hundred and sixty-four acres or thereabouts situate east of Nyeri Township in the Nanyuki District of the Republic of Kenya known as Land South A 37

Reference No. 3459 of Meridional District

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being the piece of land comprised in a Grant registered in the Registry of Titles at Nairobi as No. I.R. 217/1 which said piece of land with the dimensions abutments and boundaries thereof is delineated on Land Survey Plan No. 12862 deposited in the Survey Records Office at Nairobi and is held by Theuri Itinga, Njogu Thairu, Mugo Mbugi and Muriethi Kamau as lessees and as tenants-in-common in equal shares for a term of 999 years from the 1st day of October 1919.

Conditions

1. The highest bidder shall be the purchaser.
2. The purchaser shall immediately after the sale pay to the Auctioneer a deposit of at least 25 per cent of the amount of the purchase money and sign an agreement to complete the purchase and pay the balance against registration of the transfer of the title into his or her name.
3. The grant referred to above together with the deed plan may be inspected at any time at the Nakuru office of K.F.A. Auctioneers Limited and the purchaser shall be deemed to have full notice of each and every condition therein contained.
4. The description of the property in the particulars and plan is believed to be correct and no claims shall be valid if any error of description should be found.
5. The purchaser shall be solely responsible for ensuring that all beacons are properly situated and for replacing such beacons as may be missing.
6. The Board of the Land and Agricultural Bank of Kenya through its authorized representative has the right to bid.
7. Subject and in addition to the foregoing the conditions of sale usually prescribed by the Auctioneers in this district shall apply.

Nairobi,
13th September 1966.

C. J. CHILDS,
Manager.

GAZETTE NOTICE NO. 3507

THE LAND AND AGRICULTURAL BANK OF KENYA

THE AGRICULTURAL CREDIT ACT

(Cap. 323)

NOTICE

IN PURSUANCE of the powers conferred upon the Board by section 66 (1) of the above-mentioned Act, notice is hereby given that the undermentioned property will be offered for sale by the K.F.A. Auctioneers Limited on Friday, 21st October 1966, at 11.30 a.m. in the Nyeri Urban Council Hall at Nyeri.

Description

All that piece of land containing four hundred and twenty-seven decimal five acres or thereabouts situate north-east of Nyeri Township in the Nyeri District of the Republic of Kenya known as Land Reference No. 5142/4 of Meridional District South A 37

—6 being the remaining piece of land comprised in

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a Certificate of Title dated the 10th day of August 1925, and registered in the Registry of Titles at Nairobi as No. I.R. 1205/1 which said piece of land with the dimensions boundaries and abutments thereof is delineated on Land Survey Plan No. 82267 deposited in the Survey Records Office at Nairobi and is held by Eliab Karanja as lessee for a term expiring on the 1st day of October 2918.

Conditions

1. The highest bidder shall be the purchaser.
2. The purchaser shall immediately after the sale pay to the Auctioneer a deposit of at least 25 per cent of the amount of the purchase money and sign an agreement to complete the purchase and pay the balance against registration of the transfer of the title into his or her name.

3. The certificate of title referred to above together with the deed plan may be inspected at any time at the Nakuru office of K.F.A. Auctioneers Limited and the purchaser shall be deemed to have full notice of each and every condition therein contained.
4. The description of the property in the particulars and plan is believed to be correct and no claims shall be valid if any error of description should be found.
5. The purchaser shall be solely responsible for ensuring that all beacons are properly situated and for replacing such beacons as may be missing.
6. The Board of the Land and Agricultural Bank of Kenya through its authorized representative has the right to bid.
7. Subject and in addition to the foregoing the conditions of sale usually prescribed by the Auctioneers in this district shall apply.

Nairobi,
13th September 1966.

C. J. CHILDS,
Manager.

GAZETTE NOTICE NO. 3508

THE LIQUOR LICENSING ACT

(Cap. 121)

LAIKIPIA LIQUOR LICENSING COURT

DULY authorized by the Provincial Commissioner, Rift Valley Province, Nakuru, the following special meeting of the Laikipia Liquor Licensing Court will be held in the Laikipia County Council Hall at 10 a.m. on Monday, 26th September 1966, to consider the following application:—

RENEWAL

Wholesale Liquor Licence

B. V. Manek, P.O. Maralal.

Nanyuki,
13th September 1966.

E. N. NYARANGI,
President,
Laikipia Liquor Licensing Court.

GAZETTE NOTICE NO. 3509

THE AFRICAN LIQUOR ACT

(Cap. 122)

TANA RIVER AFRICAN LIQUOR LICENSING BOARD

NOTICE is hereby given that the next meeting of the Tana River African Liquor Licensing Board will be held in the District Commissioner's Office, Galole, at 10 a.m. on Monday, 5th December 1966.

Applications for new licences, renewals, and transfers should reach this office by 29th October 1966. Application forms are obtainable from this office, District Officer's office, Kipini, or District Officer's office, Mororo.

Attendance at the meeting will be necessary for new licences or transfers but applicants for renewals need not attend unless their applications are objected to in which case their attendance will be desirable.

Galole,
1st September 1966.

J. G. N. MAHINDA,
Chairman,
Tana River African Liquor Licensing Board.

GAZETTE NOTICE NO. 3510

THE AFRICAN LIQUOR ACT

(Cap. 122)

NYANDARUA LIQUOR LICENSING BOARD

DULY authorized by the Provincial Commissioner, Central Province, the following special meeting of the Nyandarua Liquor Licensing Board will be held in the District Commissioner's Office, Thomson's Falls, on Monday, 10th October 1966, at 10 a.m.:—

NEW APPLICATION

Mrs. Monika Nyambura, Dundori Forest, P.O. Box 1020, Nakuru.

Thomson's Falls,
7th September 1966.

J. AKIBAYA,
Chairman,
Nyandarua African Liquor Licensing Board,
Private Bag,
Thomson's Falls.

GAZETTE NOTICE No. 3511

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. 220 OF 1966

By Catherine De Souza of P.O. Box 30460, Nairobi in Kenya, the widow of the deceased, for a grant of letters of administration intestate of the estate of Michael Marian Xavier De Souza of Nairobi in Kenya, who died at Nairobi aforesaid on the 30th day of May 1965.

(2) CAUSE No. 222 OF 1966

By Rahematbai of P.O. Box 6196, Nairobi in Kenya, the executrix named in the will of the deceased, through Messrs. Ishani and Ishani, advocates of Nairobi, for a grant of probate of the will of Habib Damji of Nairobi in Kenya, who died at Nairobi aforesaid on the 5th day of May 1966.

(3) CAUSE No. 223 OF 1966

By (1) Razia Begum d/o Fazal Din and (2) Mohamed Anwar s/o Fazal Din, both of P.O. Box 3003, Nairobi in Kenya, the daughter and son respectively of the deceased, through Messrs. Akaram and Esmail, advocates of Nairobi, for a grant of letters of administration intestate of the estate of Fazal Din s/o Azim Buksh of Nairobi in Kenya, who died at Nairobi aforesaid on the 10th day of May 1965.

(4) CAUSE No. 224 OF 1966

By (1) John Boss Kinnear Russell and (2) Kenneth Mackenzie Troup, both of P.O. Box 30116, Nairobi in Kenya, the duly constituted lawfully appointed attorneys of Barclays Bank D.C.O., the executors named in the will of the deceased, through K. S. D. Ennion, Esq., advocate of Nairobi, for a grant of probate of the will of Albert George Harris of Nairobi in Kenya, who died at Nairobi aforesaid on the 26th day of March 1966.

(5) CAUSE No. 225 OF 1966

By Kenneth Stanley Dacre Ennion of P.O. Box 2827, Nairobi in Kenya, the attorney of Wendola Hume of Bradford in the County of Yorkshire in England, the executrix of the will of the deceased, through K. S. D. Ennion, Esq., advocate of Nairobi, for resealing in Kenya, grant of probate granted by the District Probate Registry of Her Majesty's High Court of Justice in England at Norwich, of the estate of Andrew Park Hume of Terrington Court, Terrington Saint Clement in the County of Norfolk, who died at Terrington Saint Clement aforesaid on the 4th day of July 1965.

The Court will proceed to issue the same unless cause be shown to the contrary and appearance in this respect entered on or before the 4th day of October 1966.

M. F. PATEL,
Deputy Registrar,

Nairobi,
15th September 1966. High Court of Kenya, Nairobi.

NOTE

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

GAZETTE NOTICE No. 3512

IN THE HIGH COURT OF KENYA AT ELDORET
PROBATE AND ADMINISTRATION

CAUSE No. 12 OF 1966

TAKE NOTICE that application having been made in this Court by David James Tooley of P.O. Box 525, Eldoret, through Messrs. Shaw and Carruthers, advocates, Eldoret, for a grant of probate of the will of James Peter Tooley who died at Eldoret, Kenya, on 23rd June 1966, this Court will proceed to issue the same unless cause be shown to the contrary and appearance entered in this respect before 8th October 1966.

O. P. SACHDEVA,
District Delegate,

Eldoret,
8th September 1966. High Court of Kenya, Eldoret.

GAZETTE NOTICE No. 3513

IN THE HIGH COURT OF KENYA AT ELDORET
PROBATE AND ADMINISTRATION

CAUSE No. 11 OF 1966

TAKE NOTICE that application having been made in this Court by Adam Jansen Van Rensburg, c/o Messrs. D. Green, advocates, P.O. Box 14, Eldoret, through Messrs. D. Green, advocates, P.O. Box 14, Eldoret, for a grant of probate of the will of Hendrik Nicolaas Jensen Van Rensburg who died at Pretoria, South Africa, on the 15th day of October 1965, this Court will proceed to issue the same unless cause be shown to the contrary and appearance entered in this respect before 8th October 1966.

O. P. SACHDEVA,
District Delegate,

Eldoret,
8th September 1966. High Court of Kenya, Eldoret.

GAZETTE NOTICE No. 3514

IN THE HIGH COURT OF KENYA AT ELDORET
PROBATE AND ADMINISTRATION

CAUSE No. 14 OF 1966

TAKE NOTICE that application having been made in this Court by Naranjan Singh s/o Thakar Singh of P.O. Box 563, Kitale, through H. S. Bhogal, Esq., advocate, P.O. Box 617, Kitale, Kenya, for grant of probate of the will of Kartar Singh s/o Hira Singh, P.O. Box 563, Kitale, Kenya, who died at Kitale, Kenya, on 24th February 1964, this Court will proceed to issue the same unless cause be shown to the contrary and appearance entered in this respect before 8th October 1966.

O. P. SACHDEVA,
District Delegate,
High Court of Kenya, Eldoret.

Eldoret,
8th September 1966.

GAZETTE NOTICE No. 3515

IN THE HIGH COURT OF KENYA AT ELDORET
PROBATE AND ADMINISTRATION

CAUSE No. 13 OF 1966

TAKE NOTICE that application having been made in this Court by Chanchalben d/o Vaghjibhai widow of Somabhai Ranchhodhbhai Patel of P.O. Box 181, Kitale, Kenya, through P. N. Gadher, Esq., advocate, P.O. Box 589, Kitale, Kenya, for a grant of probate of the will of Somabhai Ranchhodhbhai Patel, P.O. Box 181, Kitale, Kenya, who died at Kitale, Kenya, on 7th June 1966, this Court will proceed to issue the same unless cause be shown to the contrary and appearance entered in this respect before 8th October 1966.

O. P. SACHDEVA,
District Delegate,
High Court of Kenya, Eldoret.

Eldoret,
8th September 1966.

GAZETTE NOTICE No. 3516

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

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

(1) CAUSE No. 51 OF 1966

By Chunilal Zaverchand Shah of Mombasa in Kenya, the attorney of (1) Abdulrasul Merali Dewji, (2) Roshanali Mohamedhusein Merali, (3) Jenabai Pirbhai Visram, (4) Roshanali Nazarali Merali and (5) Hassanali Pirbhai Visram, the executors named in the will of the deceased, through Messrs. Sharma and Shah, advocates of Mombasa in Kenya, for sealing in Kenya the grant of probate issued by the High Court of Uganda at Kampala, of the will of the late Mohamedhusein Merali Dewji of Kampala in Uganda, who died on the 17th day of February 1965, at Kampala aforesaid.

(2) CAUSE No. 52 OF 1966

By Richard Penrith Cleasby of Mombasa in Kenya, the attorney of Margaret Caroline Hanson, the executrix named in the will of the deceased, through Messrs. Atkinson, Cleasby and Company, advocates of Mombasa aforesaid, for sealing in Kenya the grant of probate issued by the District Probate Registry of the High Court of Justice in England at Manchester, of the will of the late Anthony Peter Long of Likoni, Mombasa in Kenya, formerly of the Rudyard House Hotel, 271 Wellington Road North, Heaton Chapel, Stockport in the County of Chester, who died on the 6th day of December 1965, at Mombasa in Kenya.

(3) CAUSE No. 53 OF 1966

By Soud bin Athman bin Haji Allamy of Lamu in Kenya, the executor named in the will of the deceased, through D. G. Nathwani, Esq., advocate of Mombasa in Kenya, for a grant of probate of the will of the late Mohamed bin Athman bin Haji Allamy of Lamu aforesaid, who died on the 9th day of March 1962, at Lamu aforesaid.

The Court will proceed to issue the same unless cause be shown to the contrary and appearance in this respect entered on or before the 4th day of October 1966.

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

Mombasa,
26th August 1966.

NOTE

The grants of probate mentioned above and the will mentioned above are deposited and open to inspection at the Court.

GAZETTE NOTICE No. 3517

IN THE HIGH COURT OF KENYA AT NYERI

PROBATE AND ADMINISTRATION

CAUSE No. 5 of 1966

TAKE NOTICE that application having been made in this Court by Elizabeth Lily Powell of P.O. Box 60, Nyeri, Kenya, for a grant of probate of the will of the late John Peter Powell of Kiganjo in the Republic of Kenya, who died at Nyeri, Kenya aforesaid, on the 15th day of October 1965.

This Court will proceed to grant the same unless cause be shown to the contrary and appearance in this respect entered on or before the 30th day of September 1966.

R. N. ANAND,
District Delegate,
Central Province, Nyeri.

Nyeri,
25th August 1966.

NOTE

The will mentioned above has been deposited and is open to inspection at the Court during office hours.

GAZETTE NOTICE No. 3518

PROBATE AND ADMINISTRATION

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

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

SCHEDULE

<i>Public Trustee's Cause No.</i>	<i>Name of Deceased</i>	<i>Address</i>	<i>Date of Death</i>	<i>Testate or Intestate</i>
45/66	Mutunga Mbula ..	Mombasa	26-4-66	Intestate
56/66	Mbuko Munyao ..	"	9-6-65	"
57/66	Mohamed Matar ..	"	-8-65	"
59/66	Lydia Ida Mbotela	"	1-8-66	"
61/66	Hosa binti Abdulrahman	"	7-8-66	"
62/66	Kibendi Musinga ..	Maragoli	19-12-65	"
63/66	Mariam binti Mohamed Kalati	Mombasa	29-9-65	"
49/66	Njanja Warui ..	"	7-6-66	"

Mombasa,
9th September 1966.

A. H. KHAWAJA,
Assistant Public Trustee.

GAZETTE NOTICE No. 3519

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

<i>Public Trustee's Cause No.</i>	<i>Name of Deceased</i>	<i>Address</i>	<i>Date of Death</i>	<i>Testate or Intestate</i>
70/66	Opondo Ogolla ..	Nairobi	20-6-66	Intestate
71/66	Miss Vanessa Anne Stone	"	30-8-66	Intestate

Nairobi,
15th September 1966.

T. B. H. PHILLIPS,
Assistant Public Trustee.

GAZETTE NOTICE No. 3520

ESTATE OF THE LATE LEON SCHWARZ

NOTICE is hereby given, pursuant to section 29 of the Trustee Act (Cap. 167), that any person having any claim or interest in the estate of the late Leon Schwarz of Naivasha, Kenya, who died on the 15th day of May 1966, at Limuru, is hereby required to send particulars in writing of his or her claim to Messrs. B. Sirley and Company, advocates, P.O. Box 5381, Nairobi, on or before the 15th day of November 1966, after which date the intended administratrix will distribute the estate among the persons entitled thereto having regard only to the claims and interests of which she has notice and will not, as respects the property so distributed, be liable to any person of whose claims she will not then have had notice.

Dated at Nairobi this 10th day of September 1966.

RUSTAM HIRA,
for B. Sirley & Co.,
Advocates for the intended Administratrix,
Silopark House,
P.O. Box 5381, Nairobi.

GAZETTE NOTICE No. 3521

ESTATE OF FLORENCE MABEL CHAPMAN, DECEASED

NOTICE is hereby given that any person having any claim against or interest in the estate of the above named who died at Nakuru on the 14th day of May 1966, is required to prove the same with the undersigned on or before 30th September 1966, after which date the estate assets may be distributed taking account only of claims so notified.

R. F. J. LINDSELL,
Advocate for the intended Executors,
P.O. Box 184, Kitale.

GAZETTE NOTICE No. 3522

THE BANKRUPTCY ACT

(Cap. 53)

NOTICE OF DIVIDEND

Debtor's name.—Mohamed Ebrahim.
Address.—P.O. Box 3132, Mombasa.
Description.—Salesman.
Court.—High Court of Kenya, Mombasa.
No. of matter.—B.C. 10 of 1959.
Amount per £.—Sh. 2/11.
First or final or otherwise.—First and final.
When payable.—20th September 1966.
Where payable.—Deputy Official Receiver, Old Customs House, Nkrumah Road, P.O. Box 366, Mombasa.

Mombasa,
6th September 1966.

A. H. KHAWAJA,
Deputy Official Receiver (Coast).

GAZETTE NOTICE No. 3523

THE BANKRUPTCY ACT

(Cap. 53)

NOTICE OF INTENDED DIVIDEND

Debtor's name.—Rajnikant Keshavlal Shah, trading as Rajnikant and Company.
Address.—Whereabouts unknown.
Description.—Merchant.
Court.—High Court of Kenya, Mombasa.
No. of matter.—B.C. 17 of 1961.
Last day for receiving proofs.—30th September 1966.
Trustee's name.—Deputy Official Receiver.
Address.—P.O. Box 366, Mombasa.

Mombasa,
6th September 1966.

A. H. KHAWAJA,
Deputy Official Receiver (Coast).

GAZETTE NOTICE No. 3524

THE BANKRUPTCY ACT

(Cap. 53)

NOTICE OF INTENDED DIVIDEND

Debtor's name.—Naran Harji Jethwa, trading as Nami Stores.
Address.—P.O. Box 1139, Mombasa.
Description.—Merchant.
Court.—High Court of Kenya, Mombasa.
No. of matter.—B.C. 23 of 1960.
Last day for receiving proofs.—7th October 1966.
Trustee's name.—Deputy Official Receiver.
Address.—P.O. Box 366, Mombasa.

Mombasa,
7th September 1966.

A. H. KHAWAJA,
Deputy Official Receiver (Coast).

GAZETTE NOTICE No. 3525

THE BANKRUPTCY ACT

(Cap. 53)

NOTICE OF DIVIDEND

Debtors' names.—Keshavlal Ladha Shah and Amritlal Ladha Shah, formerly trading as Shah Ladha Khimji.
Address.—P.O. Box 60, Thika.
Description.—Traders.
Court.—High Court of Kenya at Nairobi.
No. of matter.—B.C. 123 of 1960.
Amount per £.—Sh. 2/52.
First or final or otherwise.—Second and final.
When payable.—22nd September 1966.
Where payable.—At my office, Harambee Avenue, P.O. Box 30031, Nairobi.

Nairobi,
 15th September 1966.

M. L. HANDA,
 Deputy Official Receiver.

GAZETTE NOTICE No. 3526

THE BANKRUPTCY ACT

(Cap. 53)

NOTICE OF DIVIDEND

Debtor's name.—Vallabhdas Chhaganlal Mistry, formerly trading as Delhi Bazaar.
Address.—P.O. Box 9858, Nairobi.
Description.—Trader.
Court.—High Court of Kenya at Nairobi.
No. of matter.—B.C. 28 of 1961.
Amount per £.—Sh. 1/36.
First or final or otherwise.—First and final dividend.
When payable.—22nd September 1966.
Where payable.—At my office, Harambee Avenue, P.O. Box 30031, Nairobi.

Nairobi,
 15th September 1966.

M. L. HANDA,
 Deputy Official Receiver.

GAZETTE NOTICE No. 3527

THE BANKRUPTCY ACT

(Cap. 53)

NOTICE OF DIVIDEND

Debtor's name.—Edward Meerloo.
Address.—P.O. Box 1375, Nairobi.
Description.—Manager.
Court.—High Court of Kenya at Nairobi.
No. of matter.—B.C. 12 of 1961.
Amount per £.—Sh. 2/28.
First or final or otherwise.—Second dividend.
When payable.—22nd September 1966.
Where payable.—At my office, Harambee Avenue, P.O. Box 30031, Nairobi.

Nairobi,
 15th September 1966.

M. L. HANDA,
 Deputy Official Receiver.

GAZETTE NOTICE No. 3528

THE BANKRUPTCY ACT

(Cap. 53)

NOTICE OF DIVIDEND

Debtor's name.—Amelia Januaria Fernandes, formerly trading as Kericho Economic Store.
Address.—P.O. Box 96, Kericho.
Description.—Trader.
Court.—High Court of Kenya at Nairobi.
No. of matter.—B.C. 15 of 1959.
Amount per £.—Cents 45.
First or final or otherwise.—Second.
When payable.—22nd September 1966.
Where payable.—At my office, Harambee Avenue, P.O. Box 30031, Nairobi.

Nairobi,
 15th September 1966.

M. L. HANDA,
 Deputy Official Receiver.

GAZETTE NOTICE No. 3529

THE COMPANIES ACT

(Cap. 486)

PURSUANT to section 339, subsection (5) of the above Act, it is hereby notified that the undermentioned companies have this day been struck off the Register of Companies, and the companies are dissolved:—

Buchanan's Provident Fund Limited.
 The Verandah Limited.
 Laura Limited.
 Janko Estate Limited.
 Tarakwa Limited.

Dated this 9th day of September 1966.

O. M. SAMEJA,
 Assistant Registrar of Companies.

GAZETTE NOTICE No. 3530

IN THE HIGH COURT OF KENYA AT MOMBASA

IN MOMBASA BANKRUPTCY AND WINDING-UP CAUSE No. 2
 OF 1966

IN THE MATTER OF THE COMPANIES ACT

(Cap. 486)

AND

IN THE MATTER OF KER SALES LIMITED

NOTICE OF APPOINTMENT OF AN INTERIM LIQUIDATOR PRIOR TO
 ANY WINDING-UP ORDER BEING MADE

Name of Company.—Ker Sales Limited.

Address of the registered office.—Plot No. 93, Section XVI, Nakuu Road, Mombasa.

Court.—High Court of Kenya at Mombasa.

No. of matter.—Mombasa Bankruptcy and Winding-up Cause No. 2 of 1966.

Date of order.—27th July 1966.

Date of presentation of petition.—19th July 1966.

O. J. BURNS,
 Deputy Official Receiver and
 Interim Liquidator.

GAZETTE NOTICE No. 3531

IN THE MATTER OF THE COMPANIES ACT

(Cap. 486)

AND

IN THE MATTER OF NEW ERA CORPORATION LIMITED

(In Voluntary Liquidation)

GENERAL MEETING OF MEMBERS

NOTICE is hereby given that in pursuance of section 283 of the Companies Act a general meeting of the members of the above-named Company will be held at Pearl Assurance House, Wabera Street, Nairobi, at 2.30 p.m. on Monday, 10th October 1966, for the purpose of having the accounts laid before them showing the manner in which the winding up has been conducted and the property of the Company disposed of and hearing any explanations that may be given by the liquidator.

Dated this 14th day of September 1966.

SUDHIR MANUBHAI PATEL,
 Liquidator.

GAZETTE NOTICE No. 3532

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:—

Pabari Cash Stores Limited.
 The Oasis Limited.
 Building and Hardware Limited.
 Coastal Hardware Stores Limited.
 Colonial Hardwares Limited.
 Speedway Limited.
 Gori Maria Mines Limited.
 Mirema Water and Roads Limited.
 Kaj Hansen (1948) Limited.

Dated this 15th day of September 1966.

O. M. SAMEJA,
 Assistant Registrar of Companies.

GAZETTE NOTICE No. 3533

(CS/162/226)

THE CO-OPERATIVE SOCIETIES ACT

(Cap. 490)

ADMISSION OF CLAIMS

Re: *The Kenya Poultry Produce Co-operative Society Limited*
 (In Liquidation)

I, being the duly appointed liquidator of the above-named Society, hereby appoint the 15th day of October 1966, as the day on, or before which, creditors of the said Society shall state to me their claims for admission.

Such claims shall be addressed to me at P.O. Box 811, Nairobi.

C. S. McLEISH,
 Liquidator.

GAZETTE NOTICE No. 3534

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 of the date hereof.

SCHEDULE

Kenya Dramatic Society.
Nandi Hills District Association.

Dated this 15th day of September 1966.

D. J. COWARD,
Registrar of Societies.

GAZETTE NOTICE No. 3535

THE SOCIETIES ACT
(Cap. 108)

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

SCHEDULE

Asian Civil Servants' Club, Isiolo.

Dated this 15th day of September 1966.

D. J. COWARD,
Registrar of Societies.

GAZETTE NOTICE No. 3536

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

PURSUANT to rule 17 of the Societies Rules, notice is hereby given that—

- (a) the societies listed in the First Schedule hereto have been registered; and
- (b) the society listed in the Second Schedule hereto has been refused registration,

under the provisions of the Societies Act (Cap. 108).

FIRST SCHEDULE

Name of Society	Date Registration Effectuated
Church of the Power of Jesus Christ	14-9-66
Nyakach Union, Miwani Muhoroni Branch	14-9-66
Roho Mar Nyasaye Mission	14-9-66
Naad-l-Salaam Social Club	14-9-66

SECOND SCHEDULE

Name of Society	Date of Refusal
National Welfare League of Kenya	10-9-66

Dated this 15th day of September 1966.

D. J. COWARD,
Registrar of Societies.

GAZETTE NOTICE No. 3537

THE COUNTY COUNCIL OF NYANDARUA

NOTICE TO TAXPAYERS OTHER THAN THOSE DERIVING INCOME
FROM EMPLOYMENT

Graduated Personal Tax Penalty—1966

TAXPAYERS are reminded that the final date for payment of Graduated Personal Tax for 1966, without the imposition of penalty, is 30th September 1966.

Where a taxpayer has failed to complete full payment of the assessed tax by 30th September 1966, a penalty of 50 per cent will be imposed on the tax remaining unpaid after that date.

E. K. B. MUTEMA,
Clerk to Council,
P.O. Box 4, Ol Joro Orok.

J. AKIBAYA,
District Commissioner,
Nyandarua,
Private Bag,
Thomson's Falls.

Thomson's Falls,
7th September 1966.

GAZETTE NOTICE No. 3538

THE ELDORET MUNICIPAL COUNCIL
DRAFT SUPPLEMENTARY VALUATION ROLL 1966

NOTICE

NOTICE is hereby given that the Draft Supplementary Valuation Roll 1966, for the Municipality of Eldoret, has been laid before a meeting of the Municipal Council of Eldoret as required by section 10 (2) of the Rating Act (Cap. 266), and is now available at the Town Hall, Eldoret, for public inspection. Any person may inspect the Draft Supplementary Valuation Roll (and take copies or extracts from it) during normal office hours.

Section 11 of the said Act enables any person who is aggrieved—

- (a) by the inclusion of any rateable property in, or by the omission of any rateable property from, the said Draft Supplementary Valuation Roll; or
- (b) by any value ascribed in the said Draft Supplementary Valuation Roll to any other statement made or omitted to be made in the same with respect to any rateable property,

to lodge an objection with the undersigned at the Town Hall, Eldoret. Such objections should be lodged on or before Monday, 10th October 1966, or within 28 days from the date of publication of this notice and should be in writing. Forms of objection may be obtained without payment on application to the Town Clerk's Department at the address below.

Attention is drawn to section 11 (2) of the said Act which is to the following effect—"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:

Provided that it shall be competent for a Valuation Court to agree to consider any objection although notice thereof has not been given in accordance with section 11."

J. R. ASEMBO,
Town Clerk,
Town Hall,
P.O. Box 40, Eldoret.

Eldoret,
20th September 1966.

GAZETTE NOTICE No. 3539

LOCAL GOVERNMENT BY-ELECTIONS

THE MALINDI/MAMBURI URBAN COUNCIL

IT IS notified for general information that the following seat has fallen vacant as a result of the death of the Councillor who held the said seat:—

Ward	No. of Seats
Shella	One (Ratepayer)

Nomination papers may be delivered by the candidates to the District Officer, Malindi, between the hours of eight o'clock in the morning and noon on 22nd September 1966.

Nomination form may be obtained at the District Officer's Office, Malindi, or the District Commissioner's Office, Kilifi, on any week-day except Sunday between the hours of nine o'clock in the morning and noon. The Deputy Returning Officer will prepare a nomination paper for signature at the request of a voter.

If the election is to be contested, the poll will take place on 14th October 1966.

Dated this 6th day of September 1966.

N. M. KIARA,
Acting Returning Officer,
Kilifi.

NOTES

(1) The attention of candidates and persons nominating is drawn to the rules for filling up nomination papers and other provisions relating to nomination contained in the Local Government Elections Rules 1966.

(2) Every person guilty of a corrupt or illegal practice will, on conviction, be liable to the penalties imposed by Election Offences Act.

GAZETTE NOTICE No. 3540

THE LOCAL GOVERNMENT REGULATIONS 1963
(L.N. 256 of 1963)THE LOCAL GOVERNMENT (KIRINYAGA TRADE
DEVELOPMENT JOINT BOARD) ORDER 1965

APPOINTMENTS TO THE BOARD

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

James Gachibi,
Mugo Nyaga,
Isaac Ngugi,

to be members of the Kirinyaga Trade Development Joint Board.

Dated this 8th day of September 1966.

L. M. MUGO,
Clerk to the Council,
Kirinyaga County Council.

GAZETTE NOTICE No. 3541

THE EMBU COUNTY COUNCIL
THE LOCAL GOVERNMENT ELECTIONS RULES 1966
(L.N. 101 of 1966)

CERTIFICATE OF RESULT OF ELECTION

I, B. A. Osundwa, the Returning Officer for the Electoral Areas shown in the following Schedule do hereby certify that the following persons named in the first column have been duly elected as Councillors for the councils shown in the fourth column of the Schedule.

<i>Name</i>	<i>Place of Residence</i>	<i>Occupation or Description</i>	<i>Council to which Elected</i>
Charles Musyoka	Magumoni Location	Teacher ..	Nithi Area.
Aburugwa Mwithia	Mikinduri	Farmer ..	Tigania Area.
Peter Muchemi Ngotho	Ontulili Forest Station	Farmer ..	Meru County.
Johana Munoru	Muthara Location	Teacher ..	Meru County.
Josephat Riungu	Chogoria	Teacher ..	Meru County.
Justus M'noti	Githongo (Upper Abothuguchi)	Teacher ..	North Imenti Area.
Richard Kithae	Chogoria	Farmer ..	Nithi Area.

In pursuance of the Local Government Elections Rules 1966.

Dated the 8th day of August 1966.

B. A. OSUNDWA,
Returning Officer.

GAZETTE NOTICE No. 3542

**DISSOLUTION AND RECONSTITUTION
OF PARTNERSHIP**

NOTICE is hereby given that as from 1st September 1966, the partnership heretofore subsisting between (1) Motichand Velji Dadhia Shah, (2) Motilal Meghji Malde, (3) Mahendrakumar Meghji Malde, (4) Raichand Karamshi Shah and (5) Rameshchandra Raichand Shah carrying on business at premises standing on Plot No. 95, Section XX, Corner Shop, Salim Road, Sheikh Jundani Street, Mombasa, in the firm name or style of Pan Radio, has been dissolved by mutual consent by retirement therefrom of the said Motichand Velji Dadhia Shah.

That as from 1st September 1966 (1) Paresh Motilal Meghji Malde and (2) Sanjaykumar Motilal Meghji Malde have been admitted as partners.

The continuing partners (1) Motilal Meghji Malde, (2) Mahendrakumar Meghji Malde, (3) Raichand Karamshi Shah and (4) Rameshchandra Raichand Shah and the admitted partners (1) Paresh Motilal Meghji Malde and (2) Sanjaykumar Motilal Meghji Malde will as from 1st September 1966, carry on the business in co-partnership in the same firm name or style and at the same place.

All debts and liabilities of the said business up to and including 31st August 1966, will be collected and paid by the continuing partners.

Dated at Mombasa this 1st day of September 1966.

MOTICHAND VELJI DODHIA SHAH,
Retiring Partner.

MOTILAL MEGHJI MALDE,
MAHENDRAKUMAR MEGHJI MALDE,
RAICHAND KARAMSHI SHAH,
RAMESHCHANDRA RAICHAND SHAH,
Continuing Partners.

PARESH MOTILAL MEGHJI MALDE,
SANJAYKUMAR MOTILAL MEGHJI MALDE,
Admitted Partners.

GAZETTE NOTICE No. 3543

DISSOLUTION OF PARTNERSHIP

NOTICE is hereby given that the partnership heretofore subsisting between Issa Mawji Amlani and Akbarali Lalji Mangalji carrying on business at Plot No. 163, Section XIX, Mombasa in Kenya, under the firm name and style of Jubilee Mirror Works, has been dissolved by mutual consent by retirement therefrom of the said Akbarali Lalji Mangalji, with effect from the 12th day of August 1966.

The address of the retiring partner is P.O. Box 364, Mombasa.

The address of the continuing partner is P.O. Box 1103, Mombasa.

As from the 12th day of August 1966, the said business is being carried on by Issa Mawji Amlani under the same firm name and style of Jubilee Mirror Works and at the same place and address as the sole proprietor.

All debts due to and owing by the said partnership have been agreed to be received and paid by the said continuing partner. The retiring partner does not assume nor is he intended to assume any liabilities whatsoever incurred in the said business up to and including the said 12th day of August 1966.

Dated at Mombasa this 25th day of August 1966.

S. N. DOSSA,
*Advocate for the Retiring and
Continuing Partners.*

GAZETTE NOTICE No. 3544

DISSOLUTION OF PARTNERSHIP

TAKE NOTICE that the partnership business of general merchants carried on at Plot No. 2497, Section VI, Changamwe, Mombasa Mainland North, under the firm name of Transafrika Traders Company, has been dissolved by mutual consent by retirement therefrom of (1) Juma Boy (2) Malim Juma Mohamed and (3) Mrs. Rubab Fidahusseini and the said business shall be carried on as before and at the same place and address by the continuing partner Timothy Muinga Chitasi Chokwe who shall pay all liabilities and collect all assets of the said partnership up to and including the 30th day of August 1966, from which date the said partnership has been dissolved as aforesaid.

Dated at Mombasa this 30th day of August 1966.

JUMA BOY,
MALIM JUMA MOHAMED,
MRS. RUBAB FIDAHUSSEINI,
Retiring Partners.

TIMOTHY MUINGA CHITASI CHOKWE,
Continuing Partner.

GAZETTE NOTICE No. 3545

DISSOLUTION OF PARTNERSHIP

NOTICE is hereby given that the partnership subsisting between Amritlal Devan Shah and Karman Raishi Shah carrying on business under the firm name and style of K. R. Shah at the premises situate on L.R. No. 10792/15, Maragua Trading Centre, has been dissolved by mutual consent by retirement therefrom of the said Amritlal Devan Shah on 1st September 1966. The said business is, as from the said 1st September 1966, being carried on by the said continuing partner Karman Raishi Shah under the same name and style and at the same place. All debts due to and owing by the said business up to and including 1st September 1966, will be received and paid by the continuing partner.

Dated at Maragua this 7th day of September 1966.

AMRITLAL DEVAN SHAH,
Retiring Partner.

KARMAN RAISHI SHAH,
Continuing Partner.

GAZETTE NOTICE No. 3546

THE TRANSFER OF BUSINESSES ACT
(Cap. 500)

NOTICE is hereby given that the business of rations and provisions known as Dhamani Shah Store carried on by Bhimshi Hemraj at Hussein Suleman Road, Nairobi, has as from the 26th day of March 1966 been sold and transferred to Jayantilal Meghji Virjee and Meghji Virjee who will carry on the said business at the same place under the same name.

The address of the transferor is P.O. Box 798, Nairobi.

The address of the transferees is P.O. Box 9606, Nairobi.

The transferees will not assume nor they intend to assume any of the liabilities incurred by the transferor in the said business up to and including the 26th of March 1966, and all the debts due to or owing by the transferor up to and including the 26th day of March 1966, shall be received and paid by the transferor.

Dated at Nairobi this 15th day of September 1966.

BHIMSHI HEMRAJ,
Transferor.

MEGHJI VIRJEE,
JAYANTILAL MEGHJI VIRJEE,
Transferees.

GAZETTE NOTICE No. 3547

THE TRADE MARKS ACT
(Cap. 506)

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

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

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

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

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

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

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

CLASS 25—(SCHEDULE III)

DRALON

13455.—Clothing, outer and underclothing, linen and stocking. FARBENFABRIKEN BAYER AKTIENGESSELLSCHAFT, manufacturers of Leverkusen, Germany, and c/o Messrs. Atkinson, Cleasby and Company, advocates, P.O. Box 29, Mombasa. 17th September 1965.

CLASS 22—(SCHEDULE III)

DRALON

13456.—Fibres, padding and stuffing. FARBENFABRIKEN BAYER AKTIENGESSELLSCHAFT, manufacturers of Leverkusen, Germany, and c/o Messrs. Atkinson, Cleasby and Company, advocates, P.O. Box 29, Mombasa. 17th September 1965.

CLASS 16—(SCHEDULE III)



13289.—Chalk for use in writing and drawing. THE COSMIC CRAYON COMPANY LIMITED, manufacturers of Amptill Road, Bedford, Bedfordshire, England, and c/o Messrs. Kaplan and Stratton, advocates, P.O. Box 111, Nairobi. To be associated with No. 13290. 27th July 1965.

CLASS 16—(SCHEDULE III)

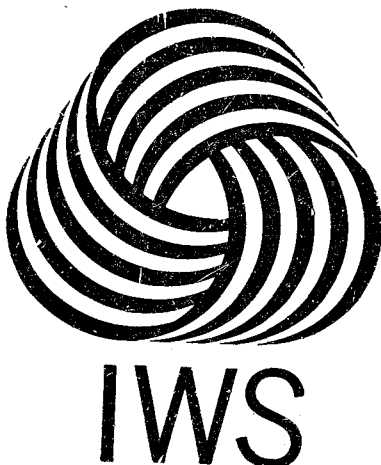
**COSMIC
ANTI-DUST**

Registration of this trade mark shall give no right to the exclusive use of the words "ANTI-DUST" when used either, singly or together.

13290.—Chalk for use in writing and drawing. THE COSMIC CRAYON COMPANY LIMITED, manufacturers of Amptill Road, Bedford, Bedfordshire, England, and c/o Messrs. Kaplan and Stratton, advocates, P.O. Box 111, Nairobi. To be associated with No. 13290. 27th July 1965.

SCHEDULE III

CLASS 1
CLASS 10
CLASS 18
CLASS 22
CLASS 23
CLASS 24
CLASS 25
CLASS 27



Registration of this trade mark shall give no right to the exclusive use of the individual letters "I.W.S."

12232.—Chemicals for use in wool processing. I.W.S. NOMINEE COMPANY LIMITED, a company organized and existing under the laws of the United Kingdom, manufacturers of Dorland House, 18-20 Regent Street, London S.W.1, England, and c/o Messrs. Atkinson, Cleasby and Company, advocates, P.O. Box 29, Mombasa. 7th February 1964.

12233.—Blankets (medical) electrically-heated blankets, surgical, medical and veterinary articles made wholly or substantially of wool. I.W.S. NOMINEE COMPANY LIMITED, a company organized and existing under the laws of the United Kingdom, manufacturers of Dorland House, 18-20 Regent Street, London S.W.1, England, and c/o Messrs. Atkinson, Cleasby and Company, advocates, P.O. Box 29, Mombasa. 7th February 1964.

12234.—Sheep skins, hides and articles made therefrom. I.W.S. NOMINEE COMPANY LIMITED, a company organized and existing under the laws of the United Kingdom, manufacturers of Dorland House, 18-20 Regent Street, London S.W.1, England, and c/o Messrs. Atkinson, Cleasby and Company, advocates, P.O. Box 29, Mombasa. 7th February 1964.

12235.—Wool articles made therefrom raw fibrous textile materials, padding or stuffing materials. I.W.S. NOMINEE COMPANY LIMITED, a company organized and existing under the laws of the United Kingdom, manufacturers of Dorland House, 18-20 Regent Street, London S.W.1, England, and c/o Messrs. Atkinson, Cleasby and Company, advocates, P.O. Box 29, Mombasa. 7th February 1964.

12236.—Yarns and threads. I.W.S. NOMINEE COMPANY LIMITED, a company organized and existing under the laws of the United Kingdom, manufacturers of Dorland House, 18-20 Regent Street, London S.W.1, England, and c/o Messrs. Atkinson, Cleasby and Company, advocates, P.O. Box 29, Mombasa. 7th February 1964.

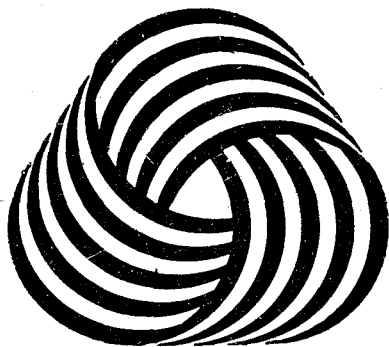
12237.—Blankets, bed and table covers; textile articles and textile piece goods. I.W.S. NOMINEE COMPANY LIMITED, a company organized and existing under the laws of the United Kingdom, manufacturers of Dorland House, 18-20 Regent Street, London S.W.1, England, and c/o Messrs. Atkinson, Cleasby and Company, advocates, P.O. Box 29, Mombasa. 7th February 1964.

12238.—Clothing, including footwear. I.W.S. NOMINEE COMPANY LIMITED, a company organized and existing under the laws of the United Kingdom, manufacturers of Dorland House, 18-20 Regent Street, London S.W.1, England, and c/o Messrs. Atkinson, Cleasby and Company, advocates, P.O. Box 29, Mombasa. 7th February 1964.

12239.—Carpets, rugs, mats and matting, floor coverings, felt for underlays. I.W.S. NOMINEE COMPANY LIMITED, a company organized and existing under the laws of the United Kingdom, manufacturers of Dorland House, 18-20 Regent Street, London S.W.1, England, and c/o Messrs. Atkinson, Cleasby and Company, advocates, P.O. Box 29, Mombasa. 7th February 1964.

SCHEDULE III

CLASS 1
CLASS 10
CLASS 18
CLASS 22
CLASS 23
CLASS 24
CLASS 25
CLASS 27



12240.—Chemicals for use in wool processing. I.W.S. NOMINEE COMPANY LIMITED, a company organized and existing under the laws of the United Kingdom, manufacturers of Dorland House, 18-20 Regent Street, London S.W.1, England, and c/o Messrs. Atkinson, Cleasby and Company, advocates, P.O. Box 29, Mombasa. 7th February 1964.

12241.—Blankets (medical) electrically-heated blankets, surgical, medical and veterinary articles made wholly or substantially of wool. I.W.S. NOMINEE COMPANY LIMITED, a company organized and existing under the laws of the United Kingdom, manufacturers of Dorland House, 18-20 Regent Street, London S.W.1, England, and c/o Messrs. Atkinson, Cleasby and Company, advocates, P.O. Box 29, Mombasa. 7th February 1964.

12242.—Sheep skins, hides and articles made therefrom. I.W.S. NOMINEE COMPANY LIMITED, a company organized and existing under the laws of the United Kingdom, manufacturers of Dorland House, 18-20 Regent Street, London S.W.1, England, and c/o Messrs. Atkinson, Cleasby and Company, advocates, P.O. Box 29, Mombasa. 7th February 1964.

12243.—Wool articles made therefrom raw fibrous textile materials, padding or stuffing materials. I.W.S. NOMINEE COMPANY LIMITED, a company organized and existing under the laws of the United Kingdom, manufacturers of Dorland House, 18-20 Regent Street, London S.W.1, England, and c/o Messrs. Atkinson, Cleasby and Company, advocates, P.O. Box 29, Mombasa. 7th February 1964.

12244.—Yarns and threads. I.W.S. NOMINEE COMPANY LIMITED, a company organized and existing under the laws of the United Kingdom, manufacturers of Dorland House, 18-20 Regent Street, London S.W.1, England, and c/o Messrs. Atkinson, Cleasby and Company, advocates, P.O. Box 29, Mombasa. 7th February 1964.

12245.—Blankets, bed and table covers; textile articles and textile piece goods. I.W.S. NOMINEE COMPANY LIMITED, a company organized and existing under the laws of the United Kingdom, manufacturers of Dorland House, 18-20 Regent Street, London S.W.1, England, and c/o Messrs. Atkinson, Cleasby and Company, advocates, P.O. Box 29, Mombasa. 7th February 1964.

12246.—Clothing, including footwear. I.W.S. NOMINEE COMPANY LIMITED, a company organized and existing under the laws of the United Kingdom, manufacturers of Dorland House, 18-20 Regent Street, London S.W.1, England, and c/o Messrs. Atkinson, Cleasby and Company, advocates, P.O. Box 29, Mombasa. 7th February 1964.

12247.—Carpets, rugs, mats and matting, floor coverings, felt for underlays. I.W.S. NOMINEE COMPANY LIMITED, a company organized and existing under the laws of the United Kingdom, manufacturers of Dorland House, 18-20 Regent Street, London S.W.1, England, and c/o Messrs. Atkinson, Cleasby and Company, advocates, P.O. Box 29, Mombasa. 7th February 1964.

SCHEDULE III

CLASS 7
CLASS 12

UNIMOG

13248.—Machines including engines (except for land vehicles) and motors (except for land vehicles); machine tools; machine couplings and belting (except for land vehicles); large size agricultural implements; and parts included in Class 7 of the aforementioned goods. DAIMLER-BENZ AKTIENGESELLSCHAFT, a company organized under the laws of the Federal Republic of Germany, manufacturers of Stuttgart-Unterturkheim, Germany, and c/o Messrs. Atkinson, Cleasby and Company, advocates, P.O. Box 29, Mombasa. To be associated with No. 13249. 16th July 1965.

13249.—Land vehicles and their parts and accessories. DAIMLER-BENZ AKTIENGESELLSCHAFT, a company organized under the laws of the Federal Republic of Germany, manufacturers of Stuttgart-Unterturkheim, Germany, and c/o Messrs. Atkinson, Cleasby and Company, advocates, P.O. Box 29, Mombasa. To be associated with No. 13248. 16th July 1965.

SCHEDULE III

CLASS 4
CLASS 6
CLASS 7
CLASS 8
CLASS 9
CLASS 11
CLASS 12

MERCEDES-BENZ

13250.—All goods included in Class 4. DAIMLER-BENZ AKTIENGESELLSCHAFT, a company organized under the laws of the Federal Republic of Germany, manufacturers of Stuttgart-Unterturkheim, Germany, and c/o Messrs. Atkinson, Cleasby and Company, advocates, P.O. Box 29, Mombasa. 16th July 1965. To be associated with Nos. 2413, 2419, 2525, 2416, 2420 and 2526.

13251.—Unwrought and partly wrought common metals and their alloys; cast, turned, stamped, forged, rolled, pressed and otherwise fashioned metal articles; metal rods and girders and fittings therefor; constructional metal framework; sheet and strip metal and articles formed therefrom; cables and wires (non-electric) and metal fittings therefor including connectors and glands; locksmiths' work; metallic pipes; tubes and sleeves and fittings therefor including collars, flanges and connecting members; metallic tanks and other containers, including containers for liquid fuel, oil and water; chains (except driving chains for vehicles); metal balls; metal boxes and fittings therefor; belt fasteners and bindings of metal; key blanks and key rings; buckles, clips including spring clips and circlips, clamps and cleats of metal; doors and windows and parts thereof and metal fittings therefor including frames, opening and closing devices, locks, latches and other fastening devices, handles, hinges, springs and stops; electric cable posts; wire gauzes; grease nipples; pins including gudgeon pins, cotter pins and split pins, metal rings including sealing rings; metal plates and discs including tie plates, name plates and number plates; hooks, balls and cones for valves; metal studs, plugs, bushes, shaft keys, washers and shims; nails, tacks, screws, nuts, bolts and similar connecting devices of metal; metal supporting and connecting brackets; pulleys; springs; metal closure caps and covers; all the aforementioned goods being goods included in Class 6. DAIMLER-BENZ AKTIENGESELLSCHAFT, a company organized under the laws of the Federal Republic of Germany, manufacturers of Stuttgart-Unterturkheim, Germany, and c/o Messrs. Atkinson, Cleasby and Company, advocates, P.O. Box 29, Mombasa. 16th July 1965. To be associated with Nos. 2413, 2419, 2525, 2416, 2420 and 2526.

13252.—Machines including engines (except for land vehicles) and motors (except for land vehicles); machine tools; machine couplings and belting (except for land vehicles); large size agricultural implements; and parts included in Class 7 of the aforementioned goods. DAIMLER-BENZ AKTIENGESELLSCHAFT, a company organized under the laws of the Federal Republic of Germany, manufacturers of Stuttgart-Unterturkheim, Germany, and c/o Messrs. Atkinson, Cleasby and Company, advocates, P.O. Box 29, Mombasa. 16th July 1965. To be associated with Nos. 2413, 2419, 2525, 2416, 2420 and 2526.

13253.—Hand tools and instruments. DAIMLER-BENZ AKTIENGESELLSCHAFT, a company organized under the laws of the Federal Republic of Germany, manufacturers of Stuttgart-Unterturkheim, Germany, and c/o Messrs. Atkinson, Cleasby and Company, advocates, P.O. Box 29, Mombasa. 16th July 1965. To be associated with Nos. 2413, 2419, 2525, 2416, 2420 and 2526.

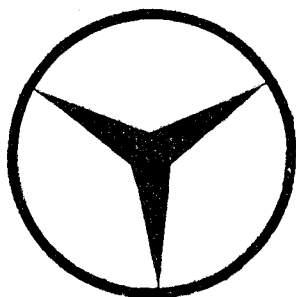
13254.—Measuring instruments, meters and gauges; alarms; electrical apparatus; radio apparatus including loudspeakers and aerials; intercom systems; photographic and cinematographic apparatus including films; optical apparatus including lenses; compressed air cylinders; diaphragms, fire extinguishing apparatus; servo-systems and their parts; electric, pneumatic and hydraulic control and actuating systems and their parts. DAIMLER-BENZ AKTIENGESELLSCHAFT, a company organized under the laws of the Federal Republic of Germany, manufacturers of Stuttgart-Unterturkheim, Germany, and c/o Messrs. Atkinson, Cleasby and Company, advocates, P.O. Box 29, Mombasa. 16th July 1965. To be associated with Nos. 2413, 2419, 2525, 2416, 2420 and 2526.

13255.—Installations and apparatus for lighting, heating, cooling, ventilating and air conditioning and their parts. DAIMLER-BENZ AKTIENGESELLSCHAFT, a company organized under the laws of the Federal Republic of Germany, manufacturers of Stuttgart-Unterturkheim, Germany, and c/o Messrs. Atkinson, Cleasby and Company, advocates, P.O. Box 29, Mombasa. 16th July 1965. To be associated with Nos. 2413, 2419, 2525, 2416, 2420 and 2526.

13256.—Land vehicles and their parts and accessories. DAIMLER-BENZ AKTIENGESELLSCHAFT, a company organized under the laws of the Federal Republic of Germany, manufacturers of Stuttgart-Unterturkheim, Germany, and c/o Messrs. Atkinson, Cleasby and Company, advocates, P.O. Box 29, Mombasa. 16th July 1965. To be associated with Nos. 2413, 2419, 2525, 2416, 2420 and 2526.

SCHEDULE III

- CLASS 4
- CLASS 6
- CLASS 7
- CLASS 8
- CLASS 9
- CLASS 11
- CLASS 12



To be associated with Nos. 2413, 2419, 2525, 2416, 2420 and 2526.

13257.—All goods included in Class 4. DAIMLER-BENZ AKTIENGESELLSCHAFT, a company organized under the laws of the Federal Republic of Germany, manufacturers of Stuttgart-Unterturkheim, Germany, and c/o Messrs. Atkinson, Cleasby and Company, advocates, P.O. Box 29, Mombasa. 16th July 1965.

13258.—Unwrought and partly wrought common metals and their alloys; cast, turned, stamped, forged, rolled, pressed and otherwise fashioned metal articles; metal rods and girders and fittings therefor; constructional metal framework; sheet and strip metal and articles formed therefrom; cables and wires (non-electric) and metal fittings therefor including connectors and glands; locksmiths' work; metallic pipes; tubes and sleeves and fittings therefor including collars, flanges and connecting members; metallic tanks and other containers, including containers for liquid fuel, oil and water; chains (except driving chains for vehicles); metal balls; metal boxes and fittings therefor; belt fasteners and bindings of metal; key blanks and key rings; buckles, clips including spring clips and circlips, clamps and cleats of metal; doors and windows and parts thereof and metal fittings therefor including frames, opening and closing devices, locks, latches and other fastening devices, handles, hinges, springs and stops; electric cable posts; wire gauges; grease nipples; pins including gudgeon pins, cotter pins and split pins, metal rings including sealing rings; metal plates and discs including tie plates, name plates and number plates; hooks, balls and cones for valves; metal studs, plugs, bushes, shaft keys, washers and shims; nails, tacks, screws, nuts, bolts and similar connecting devices of metal; metal supporting and connecting brackets; pulleys; springs; metal closure caps and covers; all the aforementioned goods being goods included in Class 6. DAIMLER-BENZ AKTIENGESELLSCHAFT, a company organized under the laws of the Federal Republic of Germany, manufacturers of Stuttgart-Unterturkheim, Germany, and c/o Messrs. Atkinson, Cleasby and Company, advocates, P.O. Box 29, Mombasa. 16th July 1965.

13259.—Machines including engines (except for land vehicles) and motors (except for land vehicles); machine tools; machine couplings and belting (except for land vehicles); large size agricultural implements; and parts included in Class 7 of the aforementioned goods. DAIMLER-BENZ AKTIENGESELLSCHAFT, a company organized under the laws of the Federal Republic of Germany, manufacturers of Stuttgart-Unterturkheim, Germany, and c/o Messrs. Atkinson, Cleasby and Company, advocates, P.O. Box 29, Mombasa. 16th July 1965.

13260.—Hand tools and instruments. DAIMLER-BENZ AKTIENGESELLSCHAFT, a company organized under the laws of the Federal Republic of Germany, manufacturers of Stuttgart-Unterturkheim, Germany, and c/o Messrs. Atkinson, Cleasby and Company, advocates, P.O. Box 29, Mombasa. 16th July 1965.

13261.—Measuring instruments, meters and gauges; alarms; electrical apparatus; radio apparatus including loudspeakers and aerials; intercom systems; photographic and cinematographic apparatus including films; optical apparatus including lenses; compressed air cylinders; diaphragms, fire extinguishing apparatus; servo-systems and their parts; electric, pneumatic and hydraulic control and actuating systems and their parts. DAIMLER-BENZ AKTIENGESELLSCHAFT, a company organized under the laws of the Federal Republic of Germany, manufacturers of Stuttgart-Unterturkheim, Germany, and c/o Messrs. Atkinson, Cleasby and Company, advocates, P.O. Box 29, Mombasa. 16th July 1965.

13262.—Installations and apparatus for lighting, heating, cooling, ventilating and air conditioning and their parts. DAIMLER-BENZ AKTIENGESELLSCHAFT, a company organized under the laws of the Federal Republic of Germany, manufacturers of Stuttgart-Unterturkheim, Germany, and c/o Messrs. Atkinson, Cleasby and Company, advocates, P.O. Box 29, Mombasa. 16th July 1965.

13263.—Land vehicles and their parts and accessories. DAIMLER-BENZ AKTIENGESELLSCHAFT, a company organized under the laws of the Federal Republic of Germany, manufacturers of Stuttgart-Unterturkheim, Germany, and c/o Messrs. Atkinson, Cleasby and Company, advocates, P.O. Box 29, Mombasa. 16th July 1965.

O. J. BURNS,
Deputy Registrar of Trade Marks.

GAZETTE NOTICE NO. 3548

THE TRADE MARKS ACT (Cap. 506)

REGISTERED USER

IT IS hereby notified for general information that the following was on 27th January 1965, registered as the Registered User of the trade marks listed below and entered in the Register in respect of the goods stated.

Registered Proprietor.—Booth's Distilleries Limited, of 57/61 Clerkenwell Road, Finsbury, London, England.

Registered User.—Saccone and Speed (East Africa) Limited, of Portal House, Portal Street, Nairobi.

Address for service.—C/o Messrs. Atkinson, Cleasby and Company, advocates, of P.O. Box 29, Mombasa.

Conditions or restrictions:—

(a) Saccone and Speed (East Africa) Limited shall use the said trade marks only in relation to gin manufactured according to the directions approved by Booth's Distilleries Limited.

(b) In order that Booth's Distilleries Limited may ascertain the quality of the product Saccone and Speed (East Africa) Limited will send to it a sample of each bottling of the product in time for it to approve or disapprove of the quality of the product before the product is sold.

(c) During the period of the said agreement Booth's Distilleries Limited will not make application for the registration of any other Registered User of the said trade marks in Kenya.

(d) No royalty commission or remuneration of any description is payable by Saccone and Speed (East Africa) Limited under the said agreement.

(e) That the proposed permitted use is for the period of five (5) years.

Trade Mark No. 2214.—“BOOTH'S” word in Class 43 (Schedule II) in respect of gin, whisky, ginger, brandy, alcoholic peppermint, cocktails. (Advertised under Notice No. 973, page 868, dated 30th July 1935.)

Trade Mark No. 10012.—“BOOTH'S HIGH DRY” (Labels) in Class 33 (Schedule III) in respect of gin. (Advertised under Gazette Notice No. 1718, page 440, dated 11th April 1961.)

A representation of the above-mentioned trade marks can be seen at the Trade Marks Registry, State Law Office, Nairobi, and also in the publication of the Kenya Gazette indicated above.

O. J. BURNS,
Deputy Registrar of Trade Marks.

GAZETTE NOTICE No. 3549

THE TRADE MARKS ACT
(Cap. 506)

REGISTERED USER

IT IS hereby notified for general information that the following was on 29th May 1965, registered as the Registered User of the trade marks listed below and entered in the Register in respect of the goods stated.

Registered Proprietor.—Oxo Limited, of Thames House, Queen Street Palace, London E.C.1.

Registered User.—Tanganyika Packers Limited, of Tangombe Estate, Dar es Salaam, Tanzania.

Address for service.—C/o Messrs. Atkinson, Cleasby and Company, advocates, of P.O. Box 29, Mombasa.

Conditions or restrictions:—

(a) The trade marks are to be used by the Registered User on or in relation to the goods only so long as the Registered User and the Registered Proprietor both remain subsidiaries as defined in section 194 of the Companies Act 1948 of Liebig's Extract of Meat Company Limited.

(b) The Registered Proprietor may permit others to use the trade marks.

(c) The proposed permitted use shall be without limitation of period.

Trade Mark Nos.:—

(i) 5912.—“CANNOX” in Class 42 (Schedule II) in respect of substances used as food or as ingredients in food. (Advertised under Gazette Notice No. 1629, page 777, dated 4th August 1953.)

(ii) 8126.—“KENLOX” in Class 31 (Schedule III) in respect of foodstuffs for animals. (Advertised under Gazette Notice No. 1064, page 309, dated 25th March 1958.)

A representation of the above-mentioned trade marks can be seen at the Trade Marks Registry, State Law Office, Nairobi, and also in the notices of the Kenya Gazette indicated above.

O. J. BURNS,
Deputy Registrar of Trade Marks.

GAZETTE NOTICE No. 3550

THE TRADE MARKS ACT
(Cap. 506)

REGISTERED USER

IT IS hereby notified for general information that the following was on 15th March 1965, registered as the Registered User of the trade mark below and entered in the Register in respect of the goods stated.

Registered Proprietor.—Bristol-Myers Company, of Fifth Avenue, City and State of New York, United States of America.

Registered User.—Bristol-Myers Company Limited, of Stonefield Way, Victoria Road, South Ruislip, Middlesex, England.

Address for service.—C/o Messrs. Atkinson, Cleasby and Company, advocates, of P.O. Box 29, Mombasa.

Conditions or restrictions:—

(i) The trade mark is to be used by the Registered User in relation to the goods only so long as the Registered Proprietor owns sufficient share capital of the Registered User to enable the Registered Proprietor to appoint or elect a majority of the Directors of the Registered User.

(ii) The proposed permitted use is without limit of period.

Trade Mark No. 3974.—“BUFFERIN” in Class 3 (Schedule II) in respect of chemical substances prepared for use in medicine and pharmacy. (Advertised under Gazette Notice No. 2099, page 950, dated 9th November 1948.)

A representation of the above-mentioned trade mark can be seen at the Trade Marks Registry, State Law Office, Nairobi, and also in the notice of the Kenya Gazette indicated above.

O. J. BURNS,
Deputy Registrar of Trade Marks.

GAZETTE NOTICE No. 3551

IN THE HIGH COURT OF KENYA
AT MOMBASA DISTRICT REGISTRY
IN BANKRUPTCY AND WINDING-UP CAUSE No. 1 OF 1966
IN THE MATTER OF THE KILIMANJARO TOURS
AND SAFARIS LIMITED

AND

IN THE MATTER OF THE COMPANIES ACT
(Cap. 486)

NOTICE is hereby given that a petition for the winding up of the above-named Company by the High Court of Kenya at Mombasa District Registry was on the 1st day of March 1966, presented to the said Court by Kuldip Singh Obhrai, of P.O. Box 2662, Mombasa, one of the creditors of the above-named Company.

And that the said petition is directed to be heard before the said Court at Mombasa on the 6th day of October 1966, at 9.30 o'clock in the forenoon and any creditor or contributory of the said Company desirous to support or oppose the making of an order on the said petition may appear at the time of hearing in person or by his advocate for that purpose and a copy of this petition will be furnished to any creditor or contributor of the said Company requiring the same by undersigned on payment of the regulated charges for the same.

Dated at Mombasa this 16th day of September 1966.

SACHDEVA & COMPANY,
Advocates for the Petitioner,
P.O. Box 1306,
Nkrumah Road, Mombasa.

NOTE

Any person who intends to appear on the hearing of the said petition must serve on or send by post to the above-named Messrs. Sachdeva and Co., notice in writing of his intention so to do. The notice must state the name and the address of the person or, if a firm, the name and the address of the firm, or his or their advocates (if any), and must be served, or if posted, must be sent by post in sufficient time to reach the above-named advocates not later than four o'clock in the afternoon of the 4th day of October 1966.

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