



THE KENYA GAZETTE

Published by Authority of the Republic of Kenya

(Registered as a Newspaper at the G.P.O.)

Vol. LXVIII—No. 1

NAIROBI, 4th January 1966

Price: Sh. 1/50

CONTENTS

GAZETTE NOTICES

	PAGE
The Births and Deaths Registration Act—Appointments	2
The Land Acquisition Act, 1894, of India—Amendment	3
The Wheat Industry (Grading) Rules—Application ..	3
The Local Government Regulations, 1963—Appointments, etc.	3
The Agricultural Produce (Export) Act—Designation of Inspectors	3
E.A. Railways and Harbours— Appointment	4
Alterations to Tariff	5
Vacancies	4
The Animal Diseases Act—Appointments	5
Transport Licensing	5
The Industrial Court—Awards	6
E.A. Customs and Excise—Auction Notice	18
Industrial Licensing	21
Probate and Administration	21

GAZETTE NOTICES—(Contd.)

	PAGE
Bankruptcy Jurisdiction	22
The Companies Act—Winding-up Notices	22
The Societies Act—Registrations, etc.	22
Local Government Notices	23
Business Notice	27
Tender	27
Closure of Estate Roads	27
Lost Policy	27
Notice <i>re</i> Withdrawal of Authority	28
Liquor Licensing	28
Changes of Name	28

SUPPLEMENT No. 1

Legislative Supplement

LEGAL NOTICE NO.	PAGE
1—The Rabies Act—Declaration	1

CORRIGENDA

IN Kenya Gazette Notice No. 4758 of 28th December 1965, the following should be substituted for the second paragraph—

Nomination day is to be 23rd December 1965, when nomination papers should be handed in at the office of the District Commissioner, Kajiado, between the hours of eight o'clock in the morning and noon.

IN Kenya Gazette Notice No. 4760 of 28 December
Delete THE LOCAL GOVERNMENT (ELEC
RULES, 1693 from the heading, and insert there
following lines:—

LOCAL GOVERNMENT ELECTION—DECEMBER
NGARA WEST ELECTORAL AREA
REGISTRATION UNIT NBI/J
CASUAL VACANCY

GAZETTE NOTICE No. 1

THE BIRTHS AND DEATHS REGISTRATION ACT
(Cap. 149)

APPOINTMENTS OF REGISTRARS, DEPUTY REGISTRARS AND REGISTRATION AREAS

IN EXERCISE of the powers conferred by section 5 of the Births and Deaths Registration Act, the President hereby appoints the are specified in the first column of the Schedule hereto to be registration areas, the persons named in the second column of the said Schedule to be the registrars and the persons named in the third column of the said Schedule to be deputy registrars for such registration areas.

Gazette Notices Nos. 1142 of 1963 and 257 of 1965 are hereby cancelled.

SCHEDULE

First Column Registration Areas	Second Column Registrars	Third Column Deputy Registrars
1. Each Administrative District within the Central Province (other than the Nyeri District), the North-Eastern Province, the Western Province (other than the Bungoma District), the Nyanza Province, the Rift Valley Province (other than the Nakuru District), the Coast Province (other than the Mombasa and Kilifi Districts) and the Southern Province.	The District Commissioner of each such District.	All District Officers of each such District and all officers in charge of police stations in such District.
2. Nairobi Area	The Medical Officer of Health, Nairobi. All Assistant Registrars General.	The Funerals Superintendent and the Infectious Diseases Control Officer of the Nairobi City Council. All officers in charge of police stations, Nairobi Area.
3. Kilifi District excluding Malindi Sub-District.	The District Commissioner, Kilifi District.	All District Officers and officers in charge of police stations, Kilifi District.
4. Malindi Sub-District	Said Ahmed Khan	All District Officers and officers in charge of police stations, Malindi Sub-District.
5. Nyeri District	Elisha Wanjaoh	Roderick G. Kanani; James Gicholi; Johnstone G. Frederick; Dr. P. F. Green; Dr. Geoffrey Christopher Irvine; Dr. James Graham; Miss Elizabeth Blundell; Hilton Mwakio; Barnabs Githinji; Alphonse Kingori; Samuel Murunga; Nathaniel Muita; Michael Mirango; Samuel Waigwa; Jefferson Mirauri; James Kamau; Leonard Githinji; Magachi Wachira; George Wambugu; Benson Gathua; Wachira Wamahu; Wilfred Wanjohi; Geoffrey Machari; Daniel Kinyua; Githinji Muruamugo; Ashibel Githinji; Weru Waigwa; Willy Jimmy Theuri; Evan Githui; Ishumael Kamugi; Munyua Guara; Ndirangu Macharia; Geoffrey Weru; Michael Gikandi; Peter Ndirangu; Charles Ndungu; Joseph Ndumia; Muthee G. Mugambi; Shampton Ndungu; Davidson Mwangi; David Kabau; John Gathage; Peterson Kinyua; Mrs. Leah W. Washington; Joram King'ang'ai Gachara; Earnest Mwangi; Wilson Karuku; Peter Riri; Paul Mbure; Phillip Thuita; Ndiritu Julius; Mrs. Josephine Gikunju; Mrs. Agata Gachai; Mrs. Lydia Waihenya; Raphael Mukaaru; Francis Kahara; Charles Macharia.
6. Bungoma District	Zablon Bwina Beru	Crispus Musundi; Francis Kiberenge; Wycliffe Wafula; Alfred Wandabwa; Hadson Sanja; Samwel Khaemba; Basil Makokha; Lazarus Wafubwa; Jeremy Wauli; Alexander P. Olunga; Wycliffe Cherwenyi; Timon Saita; John G. Saraka; Stephen Ngosia Wasike; Wellington Mikisi; Jackson Mulama; Job Wanjala; William Mutali; Charles Wanjala; Patrick Barasa; Thomas Wamela; Simeon Musungu; Alexander N. M. Lichuma; Eliakim Wafula; Bonventure Wanyela; Wilfred W. Lukorito; Henry W. Milimo; Epainito W. Wanyama; Erastus Nyongesa; David M. Neyole; Charles Wasike; Morris Nandabi; Nelson Lusaka; Johnson C. Kitwe; Isaac Wakhungu; Didymus Wamwana; Gerald B. Mukopi; Charles Katiamba; John Machio; Gelement Wafula; Richard Khaemba; Sylvester Wafula; Linus Kong'ani; Sylvester B. Kwala; Henry Munano; Jacob Kitere; Benedict Namatiti; Johnson Kundu; Zablon Ochwaya; Raphael Khaemba; John Watambeno; Eluid Wepukhulu; Isaac Wanyonyi; Phares Wekesa; Zakariah Lire; Charles Mbachi; Patrice M. Wanyama; Cleophas Buchunju; Simon P. Wamalwa; Dismas Mumelo; J. C. Natimae; Japheth Walubengo; Francis Makunja; John Wepukhulu; Masasabi Joseph; Isaac Namango; Benedict Wanyonyi; Christopher Natembeya; Francis Wanyonyi; Gideon F. Weyusia; C. Crispus Barasa; Jared Ekwenyu; Pius Wamayunyi; Cleophas Wasike; Vincent B. Barasa; Sister Imelda; Blasio Barasa; John L. Khaemba; Maurice Makokha; Lukas Watitwa; Dismas Muwanga; Cleophas Mbaya; Thomas Wekesa; Mrs. Norah Musundi; Saphaniah Luswet; Joseph Borter; Samson N. Wanyonyi; Mathew Natembeya; Alois Mukoyonjo; Joab Orone; Peter Nyongesa; L. B. Wepukhulu; Blasio B. Makokha; Zabedeo Makari Sitati; Gabriel Wanyonyi; Ambrose P. Simiyu; Emmanuel Milimo; Willis Wachilonga; Jonathan Nyaranga; Zakaria S. Busuru; William Wasike; Jacob Masinde; Cosmas Naulikha; Ainea Wanyonyi; Justus Wasike; Philip Manyonge; Ben Sitati; Aineah Shiribwa; Christopher Khaemba; Christopher Motia; Emoru M. Okoroyi; Jason Maruit; James B. Khisa; Raphael Juma; Mark Wekesa; Joseph Kapcherui.
7. Mombasa District	Medical Officer of Health, Mombasa; Assistant Registrar General (Coast).	Badi Bakari; Ambajo Oluoch; Kea Swedi; Lemasani; William Odunda Alela; Francis Onyona; Benjamin Chisaga.
8. Nakuru District	Town Clerk, Nakuru	Deputy Town Clerk; Medical Superintendent; Rift Valley General Hospital; Officer in charge Nakuru Police Station; Matron, Nakuru War Memorial Hospital; Medical Officer of Health in charge of Bondeni Maternity; Mrs. Monghibai Lalji Nathoo; Mrs. Anjana Bhatt; Miss Sherbanu Karim Shivjee.

Dated at Nairobi this 21st day of December, 1965.

JOMO KENYATTA,
President

GAZETTE NOTICE No. 2

THE LAND ACQUISITION ACT, 1894, OF INDIA

THE Schedule appended to Gazette Notice No. 4262 dated 18th November 1965, is hereby amended (a) by the deletion of L.R. No. 7583/45, and (b) the variation of the areas of the other properties therein specified as set out in the following Schedule:—

SCHEDULE		
192/3	23.43 acres (approximately)
7583/43	66.31 acres (approximately)
7583/4	37.04 acres (approximately)
1161	1.92 acres (approximately).

The Schedule describes the area comprising approximately 128.70 acres as more particularly shown on Plan L.D. No. 74195/13A deposited in the office of the Commissioner of Lands, Nairobi.

Dated this 28th day of December 1965.

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

GAZETTE NOTICE No. 3

(WH/LEG/3/Vol. II)

THE WHEAT INDUSTRY (GRADING) RULES

(Cap. 344, Sub. Leg.)

NOTICE

IN EXERCISE of the powers conferred by the proviso to rule 8 (a) of the Wheat Industry (Grading) Rules, the Minister for Agriculture and Animal Husbandry, on the advice of the Wheat Board, hereby applies the scale specified therein as from 1st November 1965, to 28th February 1966, in respect of wheat planted from any part of Kenya during the year 1965 and delivered to mills.

Dated this 23rd day of December 1965.

BRUCE MCKENZIE,
Minister for Agriculture and Animal Husbandry.

GAZETTE NOTICE No. 4

(C/1211/E/30/280)

THE LOCAL GOVERNMENT REGULATIONS, 1963

(L.N. 256 of 1963)

NOMINATION OF COUNCILLORS—MUNICIPALITY OF KITALE

IT IS hereby notified for general information that in exercise of the powers conferred under paragraph 5 of the Local Government (Municipality of Kitale) Order, 1963*, the Minister for Local Government has nominated—

FRANCIS PETER IMONI

to represent the Kitale Area Council in place of S. A. Dalton who has resigned.

Dated this 30th day of December 1965.

J. K. ARAP KOITIE,
*Permanent Secretary,
Ministry of Local Government.*
*L.N. 357/1963.

GAZETTE NOTICE No. 5

THE LOCAL GOVERNMENT REGULATIONS, 1963

(L.N. 256 of 1963)

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

(L.N. 283 of 1965)

APPOINTMENTS TO THE BOARD

IN EXERCISE of the powers conferred by paragraph 3 of the Local Government (Kwale Trade Development Joint Board) Order, 1965, upon the Minister for Local Government and in pursuance of a direction* given under section 38 (1) of the Interpretation and General Provisions Act, the Permanent Secretary for Commerce and Industry hereby appoints—

Senator R. Mchinga (*Chairman*); and
Shariff Kassim Mohamed,
Elijah A. Rupia,
Omari Sulemani,

to be members of the Kwale Trade Development Joint Board.

Dated this 23rd day of December 1965.

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

GAZETTE NOTICE No. 6

THE LOCAL GOVERNMENT REGULATIONS, 1963

(L.N. 256 of 1963)

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

(L.N. 281 of 1965)

APPOINTMENT TO THE BOARD

IN EXERCISE of the powers conferred by paragraph 3 of the Local Government (Kipsigis Trade Development Joint Board) Order, 1965, upon the Minister for Local Government and in pursuance of a direction* given under section 38 (1) of the Interpretation and General Provisions Act, the Permanent Secretary for Commerce and Industry hereby appoints—

STEPHEN NJORGE

to be a member of the Kipsigis Trade Development Joint Board.

Dated this 23rd day of December 1965.

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

GAZETTE NOTICE No. 7

(C/1211/B/40/17)

THE LOCAL GOVERNMENT REGULATIONS, 1963

(L.N. 256 of 1963)

NOMINATION OF COUNCILLORS—MERU COUNTY COUNCIL

IT IS hereby notified for general information that in exercise of the powers conferred under paragraph 4 (b) (iii) of the Local Government (County of Meru) Order, 1963*, the Minister for Local Government has nominated—

MRS. ROSE KINEGENI

to represent women's interests on the Meru County Council in place of Mrs. Beatrice Mbamba Kathuni who has been disqualified for non-attendance of Council's meetings.

Dated this 30th day of December 1965.

J. K. ARAP KOITIE,
*Permanent Secretary,
Ministry of Local Government.*
*L.N. 412/1963.

GAZETTE NOTICE No. 8

(C/1211/B/40/18)

THE LOCAL GOVERNMENT REGULATIONS, 1963

(L.N. 256 of 1963)

NOMINATION OF COUNCILLORS—MERU COUNTY COUNCIL

IT IS hereby notified for general information that in exercise of the powers conferred under paragraph 4 (b) (ii) of the Local Government (County of Meru) Order, 1963*, the Minister for Local Government has nominated—

CHIEF JOSHUA SHADRACK

to represent the chiefs of the county on the Meru County Council in place of Ex-Chief Jacob Mwongo who has resigned.

Dated this 30th day of December 1965.

J. K. ARAP KOITIE,
*Permanent Secretary,
Ministry of Local Government.*
*L.N. 412/1963.

GAZETTE NOTICE No. 9

(HORT/EXP/1/6)

THE AGRICULTURAL PRODUCE (EXPORT) ACT

(Cap. 319)

DESIGNATION OF INSPECTORS

IT IS hereby notified for general information that in exercise of the powers conferred by section 2 of the Agricultural Produce (Export) Act, the Director of Agriculture has designated—

Cecil Francis George Lofthouse, and
John Anthony Macdonnell,

to be Inspectors for the purposes of this Act.

Dated this 29th day of December 1965.

P. T. MIRIE,
Director of Agriculture.

GAZETTE NOTICE No. 10

EAST AFRICAN RAILWAYS AND HARBOURS

APPOINTMENT

A. F. BELLMAN, DIP. OF LOUGHBOROUGH COLLEGE (ENG.), A.M.I.C.E., to be Acting Assistant Chief Engineer (Services), with effect from 23rd November 1965.

E. N. GAKUO,
General Manager.

GAZETTE NOTICE No. 11

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 25th January 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.

*Medical Superintendent, Kenyatta National Hospital,
Ministry of Health (No. 1/66)*

Salary.—£2,300 fixed. PENSIONABLE or AGREEMENT.

Applicants must be registered medical practitioners with considerable experience of medical administration at a high level and should preferably possess a recognized Diploma in Public Health. The successful applicant will be in charge of the medical administration of the Government Group Hospitals within the Nairobi area.

*Principal Local Government Financial Officer, Ministry of
Local Government (No. 2/66)*

Salary.—£2,175 fixed. PENSIONABLE or AGREEMENT.

Applicants must be of mature age with very wide practical experience of Local Government Finance and must have passed the final examination of the Institution of Municipal Treasurers and Accountants or other recognized accountancy body. A thorough knowledge of the law relating to the financial aspects of Local Government in Kenya and of accounting practice, as well as the ability to assess the financial position of local authorities and to formulate financial policy is essential. The holder of the post is required to advise the Permanent Secretary and local authorities on all financial matters affecting Local Government.

*Stores Superintendent, Ministry of Works, Communications and
Power (No. 3/66)*

Salary scale.—£1,839 to £1,989. PENSIONABLE or AGREEMENT.

Applicants must have at least ten years' experience in the administration of a large Supplies and Stores Organization. A sound knowledge of Government financial procedures and considerable experience of the procurement of stores and services is essential. If a candidate with such experience is not available consideration will be given to mature candidates with proved administrative experience provided they possess a degree of an approved university, preferably in the field of Economics or Business Management. The person appointed will be responsible for the policy of providing a service of common-user supplies to Government and the general administration of the Ministry's Central Stores Depots. Duties include responsibility for overall control of a Central Government Stores holding to the value of £400,000 to £500,000, distribution to common users, purchasing, attendance at Tender Boards, quality control, stores contracts, stock control, commercial and trade practice.

*Senior Storekeeper, Ministry of Works, Communications and
Power (No. 4/66)*

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

Applicants must be civil servants of Cambridge School Certificate standard of education with at least ten years' experience in a large commercial or Government stores organization. They must have some knowledge of standard specifications for materials used in building projects, including electrical, mechanical and hydraulic stores. They must also be conversant with the general laws governing supply contracts and have a working knowledge of local and overseas sources of supply. Administrative ability is essential and a sound knowledge of costing desirable. The selected candidate will be required to take over executive control of a large stores holding department.

Accountant Grade II, Kenya Police (No. 5/66)

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

Applicants must be civil servants who have passed at least the Intermediate Examination of a recognized accounting body or have a minimum of five years' practical accounting or

auditing experience in a responsible position. A sound knowledge of Government regulations, Financial Orders and accounting procedure are essential.

*Personal Secretary Grade I, Ministry of Information and
Broadcasting (No. 6/66)*

Salary scale.—£855 to £1,170. PENSIONABLE or AGREEMENT.

Applicants must have passed the Government Senior Shorthand and Typewriting Examinations or possess recognized certificates for Shorthand 120 w.p.m. and Typewriting 50 w.p.m. and in addition must have considerable secretarial experience.

**Inspector (Mechanical) (Six Posts), Ministry of Works,
Communications and Power (No. 7/66)*

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

Applicants should be of good education and have had an apprenticeship in Mechanical Engineering of at least three years, though in special cases four to six years' approved experience might be accepted in lieu. In addition, they should have four years' field experience as well as some workshop practice in gas and electric welding. A knowledge of Heavy Mechanical Plant maintenance and repair is required and ability to control staff and assist in the training of juniors is essential. Posting may be anywhere in Kenya.

**Assistant Record Keeper, Ministry of Lands and Settlement
(No. 8/66)*

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

Applicants should preferably be of Cambridge School Certificate standard of education and must have a thorough knowledge, together with at least three years' practical experience, of all aspects of work in a large file records section. The successful applicant will be second in charge of the File Records Registry of the Department of Lands and must be capable of deputizing for the Officer in Charge of Records during his absence. Duties include supervision and operation of inward and outward mail registries, filing, circulation and control of files and the organization of other departmental records. The post involves supervision of more junior personnel and previous experience in a supervisory capacity will be an advantage.

*Executive Officer Grade III, Department of the Registrar-
General (No. 9/66)*

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

Applicants should preferably be of Cambridge School Certificate standard of education and must be familiar with the provisions of the Registration of Business Names Act, the Companies Act and the Chattels Transfer Act. Ability to use a typewriter is essential.

*Probation Officer Grade II (Three Posts), Ministry of Home
Affairs (No. 10/66)*

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

Applicants must be civil servants, between the ages of 22 and 35 years, who have been trained in Probation or Social work and are capable of taking charge of senior stations on their own and of conducting correspondence. The officers appointed will be required to assist senior Probation Officers and to undertake administrative and other duties assigned to them in a Province.

**Assistant Purchasing Officer, Ministry of Works,
Communications and Power (No. 11/66)*

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

Applicants must have passed the Cambridge School Certificate Examination with credits in English Language and Mathematics or the G.C.E. with passes in those subjects, and should have at least three years' experience with a commercial house dealing with general builders stores, textiles or office supplies. A knowledge of costing and common commercial practice is essential.

*Personnel Assistant (Five Posts), Office of the President.
One Post Kenya Police (No. 12/66)*

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 personnel work, a sound knowledge of Government regulations and procedure and ability to control staff and conduct correspondence. The posts in the Office of the President may be in Ministry Headquarters or in the Provinces and for the post in the Kenya Police knowledge of Police Regulations and personnel branch methods would be an advantage. Applicants must state for which post they are applying and submit a separate set of application forms for each post for which they apply.

*A higher starting salary than the minimum may be allowed to new entrants to the Service in respect of qualifications and experience.

GAZETTE NOTICE No. 12

VACANCIES IN THE SERVICE OF THE EAST AFRICAN
COMMON SERVICES ORGANIZATION

PUBLIC SERVICE COMMISSION

APPLICATIONS are invited for the following posts and should be submitted to the Secretary, Public Service Commission, P.O. Box 30466, Nairobi, Kenya, to arrive not later than the date specified below. Applicants NOT in Government Service should submit their applications in triplicate, on Form AG.85. Civil Servants must submit their applications, in triplicate, on Form AG.85A through their departmental heads, at least seven days before the closing date. Forms are obtainable in Kenya from the Secretary, Public Service Commission, and in Uganda and Tanzania from the Secretary to the Public Service Commission, P.O. Box 4080, Kampala, and the Secretary to the Civil Service Commission, P.O. Box 9143, Dar es Salaam, respectively, also from all District Commissioners in Uganda and Area Commissioners in Tanzania.

Assistant Accountant General (Designate), E.A.C.S.O. Treasury

Salary scale.—SS.: £1,764 to 1,989 p.a. PERMANENT and PENSIONABLE.

Closing date.—31st January 1966.

The successful candidate will initially understudy the present Assistant Accountant General in the Accounts Division of the Treasury.

This is a responsible position, the holder of which is required to assist the Accountant General in all matters concerning the general management and supervision of the Accounting operations of the General Fund Services. He also deals with all staff matters in the Accounts Division.

Candidates must have a good basic education and must also have some qualification in any of the following professional bodies or their equivalent:—

I.M.T.A.,
A.C.C.A.,
I.C.W.A.,
I.C.A.

In addition they should have had at least five years' practical experience in Central or Local Government since qualification.

Candidates without the above-mentioned qualifications can also apply, provided they have had at least ten years' experience in Central Government or Local Government Accounting or Auditing, three of which must have been in a senior capacity.

Deputy Chief Accountant (Designate), East African Customs and Excise

Salary scale.—S.E.O.: £1,390 to £1,598. PERMANENT and PENSIONABLE.

Closing date.—31st January 1966.

The successful applicant will understudy the present holder of the post at the Headquarters of the Department in Mombasa.

This is a responsible position, the holder of which is required to assist the Chief Accountant with the general administration and accounting operations in respect of annual revenue of some £56,000,000 and expenditure of £1,200,000 per annum.

Candidates must have administrative ability and a good basic education and will be required to assume complete responsibility during the absence of the Chief Accountant.

Preference will be given to a candidate who is a member of a recognized Accounting body, with experience since qualifying. Candidates without a professional qualification will also be considered providing they have had at least ten years' experience in Government accounting or audit, three years of which must have been in a senior capacity.

GAZETTE NOTICE No. 13

(LVI/1)

THE ANIMAL DISEASES ACT
(No. 4 of 1965)

APPOINTMENT OF INSPECTORS

IT IS hereby notified for general information that, in exercise of the powers conferred by section 3 of the Animal Diseases Act, the Director of Veterinary Services has appointed the following:—

G. Malnati,
J. Wegener,
K. F. Lohr,
H. G. Weinzierl,
G. Kaliner,
A. Von Maydell,

to be Inspectors for the purpose of the Act.

Dated this 1st day of December 1965.

A. E. DORMAN,
Director of Veterinary Services.

GAZETTE NOTICE No. 14

(LVI/1)

THE ANIMAL DISEASES ACT
(No. 4 of 1965)

APPOINTMENT OF INSPECTORS

IT IS hereby notified for general information that, in exercise of the powers conferred by section 3 of the Animal Diseases Act, the Director of Veterinary Services has appointed the following:—

G. F. R. Hopper,
D. Destro,
A. Blundell,

to be Inspectors for the purpose of the Act.

Dated this 6th day of October 1965.

A. E. DORMAN,
Director of Veterinary Services.

GAZETTE NOTICE No. 15

EAST AFRICAN RAILWAYS AND HARBOURS

NOTICE

Tariff Book No. 4

THE East African Railways and Harbours give notice that on 1st February, and again on 1st March 1966, certain adjustments will be made in the charges for the carriage of goods, parcels and livestock traffic on the rail and marine services. Brief particulars are:—

1. *Effective from 1st February*

- (a) The parcels, milk and cream, and bread rates will be increased by 10 per cent addition to the existing rates.
- (b) The minimum charge per consignment of parcels traffic will be raised from Sh. 1 to Sh. 2 regardless of whether the traffic is chargeable at half parcels rates. Newspaper traffic will be exempted; the minimum charge on this traffic will remain at the present level of cents 50.
- (c) In addition, there will be minor adjustments to rates on other passenger-rated traffics in line with the remaining increases.

2. *Effective from 1st March*

- (a) The minimum chargeable number under Livestock Tariff No. 1 will be increased from 9 to 12 large animals. The maximum chargeable number will be raised from 15 to 18 large head in the case of 4-wheel wagons and from 27 to 33 head in the case of bogie wagons. The minimum charge per short wagon will be Sh. 40 or as for 12 large animals whichever is the greater.
- (b) Under Livestock Tariff No. 2 applicable to animals carried in Horse Boxes there will be only one rate of 12 times the cattle wagon head rate for from one to three animals.
- (c) Livestock Tariff No. 3 applicable to pigs, etc., conveyed by specified pig trains will be increased by 33⅓rd per cent.
- (d) The minimum charge per wagon unit will be raised from Sh. 30 to Sh. 40.
- (e) Local haulage charges on traffic other than for export at coastal ports now chargeable at Sh. 40 per wagon unit will be charged at Sh. 60 per wagon unit. Local haulage charges for exports at coastal ports will remain unchanged at Sh. 38 per wagon unit.

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

These amendments to Tariff Book No. 4 will be published as Correction Slip No. 7 which will be issued early in January and may then be seen at any booking office. It will also be issued to registered holders of Tariff Book No. 4. Any holder who does not receive a copy of the Correction Slip by 15th January 1966, should apply to the Chief Commercial Superintendent, P.O. Box 30006, Nairobi.

Nairobi,
31st December 1965.

L. L. BROWN,
for General Manager.

GAZETTE NOTICE No. 16

THE TRANSPORT LICENSING ACT
(Cap. 404)

CORRIGENDUM

Gazette Notice No. 4384 appearing at page 1436 of the Kenya Gazette dated 30th November 1965, in respect of application of Leonard Wairioko and Stephen Gachure and Co., P.O. Box 63, Njoro, reference NK/B/46/65 listed among "B" Carriers' Licences approval list, is hereby cancelled and replaced by the following:—

"B" CARRIER'S LICENCE

NK/B/46/65—Leonard Wairioko and Stephen Gachure and Company, P.O. Box 63, Njoro, Route: Nakuru District, for carriage of all goods. (One vehicle of 8-ton capacity.)

A. N. OUMA,
*Executive Officer,
Transport Licensing Board.*

GAZETTE NOTICE NO. 17

THE INDUSTRIAL COURT

CAUSE NO. 24 OF 1965

Parties:

The Kenya Plantations and Agricultural Workers' Union
and

The Kenya Coffee Growers' Association

Issues in Dispute:

- (i) Scope of Union Membership.
- (ii) Wages.
- (iii) Hours of Work.
- (iv) Overtime.
- (v) Paid Public Holidays.
- (vi) Leave.
- (vii) Transport/Leave Allowance.
- (viii) Transport/Business Trip.
- (ix) Special Compassionate Leave.
- (x) Maternity Leave.
- (xi) Medical Treatment and Sick Pay.
- (xii) Housing.
- (xiii) Severance Pay.
- (xiv) Uniforms/Protective Clothing.
- (xv) Termination of Contract.
- (xvi) Tasks.

Issue No. (xvi) was referred to the Court for a ruling as to whether or not it was a negotiable item under the terms of the recognition agreement.

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

The parties were heard in Nairobi on 4th, 5th, 6th, 7th, 8th, 11th, 12th, 14th, 15th, 18th, 19th, 22nd October, and 1st, 2nd, 3rd, 4th, 16th, 17th, 18th November 1965. The Union called 13 witnesses and the Association called 12 witnesses. The Court also made a tour of three coffee estates—one chosen by the Union, one by the Association and one accepted by both parties.

The President of the Court invited the parties to nominate Assessors to assist the Court in this dispute and Messrs. C. N. Wachira and H. A. Johansen were nominated by the Union and the Association respectively to act as their Assessors.

General Background

2. The Kenya Coffee Growers' Association (hereinafter referred to as the Respondents) was registered on the 2nd May 1960 in accordance with section 13 of the Trade Union Ordinance, 1952. The Respondents' members employ approximately 30,000 permanent employees, as well as casual labour estimated to number 100,000 during the "flush picking" or "harvest" period.

On the 22nd August 1962 the Respondents entered into a recognition agreement with the Sisal and Coffee Plantation Workers' Union, which Union became an integral part of the Kenya Plantation and Agricultural Workers' Union (hereinafter referred to as the Claimants) during the year 1963, following which the Respondents recognized the Claimants on the 9th September 1963.

The Terms and Conditions of Service in the Coffee Industry were the subject of an arbitration under the terms of the Trade Disputes (Arbitration and Inquiry) Ordinance. Mr. J. Verjee sat as sole Arbitrator together with two assessors during the period November 1962 to January 1963 and the Arbitrator and assessors announced their unanimous Award on the 14th of February 1963.

The terms of the Arbitrator's Award, as extended to 8th April 1965 by the Tripartite Agreement constitute the terms and conditions of service for employees of the Respondents up to the present date.

Late in January 1965, the Claimants submitted a memorandum of demands on Revised Terms and Conditions of Service to the Respondents. Negotiations with the Claimants were held on the 30th and 31st March 1965 but were broken off when the Claimants "walked out" declaring that deadlock had been reached. On the 2nd April 1965, the Claimants reported the existence of a dispute between themselves and the Respondents to the Minister for Labour and Social Services. On the 26th April 1965, a conciliation meeting under the auspices of the Ministry of Labour and Social Services was attended by both parties. No settlement of the dispute was achieved.

In May 1965, the Permanent Secretary, Ministry of Labour and Social Services, wrote to both parties advising that the dispute should be referred to the Industrial Court, and about the same time, the Claimants' Acting General Secretary wrote to the Minister for Labour appealing for the immediate setting up of a Wages Council for the Coffee Industry to bring about uniformity in the whole industry and "to enable workers employed by non-members of the Kenya Coffee Growers' Association to enjoy all the benefits negotiated between the Union and the Association."

In June a further meeting between the Respondents and the Claimants was held in Nairobi to discuss the question of uniformity of terms and conditions for workers throughout the Coffee Industry. It was agreed at that meeting that a further meeting, to be called by the Minister for Labour with regard to the setting up of a Wages Council for the Coffee Industry, should precede the Industrial Court hearing, and a letter to this effect, to the President of the Industrial Court be signed by both parties. At a meeting on the 23rd June both parties signed the Notification of Dispute to the Industrial Court and also a letter was written to the President of the Industrial Court regarding the meeting which was to be convened by the Minister for Labour. This meeting was convened by the Minister for Labour on the 10th August, but the representatives of the Claimants failed to turn up and the meeting was abandoned after 40 minutes.

MAIN SUBMISSION ON BEHALF OF THE CLAIMANTS

3. (i) The submission of the Claimants on Membership of the Union was that it should be open to all employees of the Coffee Industry and should include all senior staff. The Claimants further clarified their demand by asking the Court to award that all employees earning Sh. 500 and below should be free to join the Union.

(ii) On Wages, the Claimants submitted that all unskilled labour should be entitled to a wage which would provide the employee and his family with, at least, the bare necessities of life. The rates paid today were those which had been agreed in 1963 without any amendment. For over 18 months the unskilled workers had been waiting patiently for a revision of their wage rates and throughout this period they had been living miserably. The Government had made its position clear, namely that all grades of workers were entitled to a minimum wage which would provide a reasonable standard of living.

The Claimants pointed out that when the unskilled labourer in the Coffee Industry was compared with his counterpart in the Kenya Farmers' Association, where the minimum wage was Sh. 190 plus a housing allowance of Sh. 26 it could be clearly seen just how much the unskilled labourer in the Coffee Industry was being exploited. Furthermore, it was to be noted that the Union responsible for looking after the interests of the employees of the Kenya Farmers' Association was not satisfied with their minimum wage and would be demanding better terms in the near future.

Then there was the question of having the upkeep of two homes. The housing accommodation provided by the Respondents was merely a bed-space and did not taken the employee's family into account. Therefore the employee had to make provision out of his wage-package for a second home. In fact he found himself maintaining and educating children at both homes. The medical facilities provided by the Respondents were limited and did not take into account that an employee might need specialized/surgical treatment. Maternity expenses were another contingency which the unskilled worker had to provide for out of earnings.

The Claimants reckoned that it would take Sh. 135 to provide a single man with food only for a month, double that for a man and his family, and Sh. 405 for a man and his wife and two children. Other savings to be effected or expenses incurred each month were:—

In case of sickness within the family—Sh. 75; for education—Sh. 10 for each child; taxation and Union dues—Sh. 5 and other saving to cover leave periods and something towards retirement.

It was for all the reasons given above that the Claimants asked the Court to award new wage rates for Unskilled Labour as follows:—

	Sh.
Adult males	180 per month
Adult females	180 per month
Juveniles	120 per month

What was argued on behalf of the Unskilled Labour, the Claimants submitted, also applied to Skilled and Semi-skilled Labour with exception that Skilled and Semi-skilled Labour had a higher standard of living and were committed to maintaining a higher position in society. The Claimants demanded that all Skilled and Semi-skilled Labour (to include all senior staff) should be awarded a 50 per cent increase on their current rates.

(iii) The Claimants stated that they considered the 46-hour week fatiguing and in order that an employee gave of his best when in employment, they requested the Court's approval for a new 35-hour week spread over 5½ days—six hours per day from Monday to Friday and 5 hours on Saturday. Workers should have one free day a week and this day they maintained should be paid for like any other working day.

(iv) It was pointed out by the Claimants that a worker worked overtime primarily in the interests of the employer and that such overtime was an encroachment on the leisure hours of the worker. It was, therefore, important that the worker was properly compensated when called upon to work overtime. This compensation, it was submitted, should take the form of double the hourly basic rate for all overtime worked; this was also to include all time worked on Sundays and Gazetted Public Holidays.

(v) At present workers employed by the Respondents enjoyed only four Public Holidays each year, i.e. New Year's Day, Easter Day, Christmas Day and Boxing Day, whilst the majority of the public were given eleven Gazetted Public Holidays. This discrimination the Claimants submitted was not understood by the Respondents' workers and must be rectified. It was wrong for instance that the Respondents' employees should have to work on Kenyatta Day when the whole Nation generally celebrated this day as a token of appreciation and respect to the father of the Nation.

The Claimants demanded the following Gazetted Public Holidays:—

New Year's Day.
Good Friday.
Easter Monday.
Commonwealth Day.
Bank Holiday (Second Monday in August).
Queen's Day (Second Monday in October).
Christmas Day.
Boxing Day.
Independence Day.
Kenyatta Day.
Republic Day.

(vi) The Claimants demanded that employees who had completed 12 months' continuous service, and up to ten years' service, should be entitled to 24 consecutive days a year on full pay. Employees having more than ten years' service should be entitled to 30 consecutive days a year on full pay.

(vii) When an employee proceeded on authorized annual leave the Court was asked to award that he and his family should be entitled to the "going and return" bus or train fare to the bus stage or station nearest to his home.

(viii) There were occasions, the Claimants submitted, that when employees were temporarily transferred from one estate to another estate owned by the same employer some employees were involved in heavy expenses. The Claimants demanded that such expenses should be reimbursed by the employer. Where an employee was called upon by the Respondents to carry out a business trip they maintained that the Respondents should pay (a) safari allowance, (b) hotel allowance and (c) food allowance.

(ix) It should be appreciated by the Respondents that some employees in the Coffee Industry had occasion to ask for leave on religious or compassionate grounds. Such leave should be granted, the Claimants submitted, up to a maximum of 12 days in any year and any special leave exceeding those 12 days in any year should either be deducted from the employee's annual leave entitlement or be unpaid.

(x) Maternity leave at the rate of two months before, and 45 days after confinement, was demanded. It was pointed out by the Claimants that they were not seeking paid maternity leave.

(xi) In making their proposals on Medical Treatment and Sick Pay the Claimants submitted that they had done so with a view to reducing the hardship of the worker and his family during time of sickness. Other employers were giving increased assistance to their employees in this respect and they asked the Court to award that the Respondents should assist on the following basis:—

- (a) The Respondents should pay for the most of medical treatment for their employees and their employees' families and any other relative living in with their employees.
- (b) An employee with one month's service and over who was absent from work on account of an industrial accident or illness (as defined in the Workmen's Compensation Act) should be entitled to basic wages plus housing up to the date of his recovery.
- (c) Transport should be provided by the Respondents to and from the hospital or place of treatment, or the allowance in lieu of such transport.
- (d) In order to qualify for sick pay the employee should produce a medical certificate.

(xii) On Housing the Claimants demanded that the Respondents should provide each employee with free housing or, where no suitable housing accommodation was available, a house allowance equivalent to the rates set by the County Council of that particular area. Housing should be of permanent materials. A bed-space was not considered to be "housing accommodation".

Where an employee was legally dismissed the Respondents were asked to give those employees with less than two years of service—one month's notice; two years and less than three years—two months' notice and three years and over—three months' notice.

(xiii) Severance pay was demanded as follows:—

Where an employee retired after only one year's continuous service—one month's pay.

Where an employee retired after two but not more than six years of continuous service—1½ months' pay.

Where an employee retired after seven and more years of continuous service—two months' pay.

(xiv) In order to protect a worker's own clothing the Claimants demanded that the Respondents should provide field overalls and rain-proof clothing to all those employees who needed them. Such clothing they maintained was being provided by many farms and industries and they stated that they would like to see the Coffee Industry coming into line with such policy.

(xv) No employee liked to have his employment terminated without proper notice and compensation, the Claimants stated. The Court was asked to award as follows:—

- (a) On completion of one month's service and not more than one year's service, an employee should be entitled to one month's notice or wages in lieu. On completion of one month's service an employee should be entitled to one warning before dismissal action was taken.
- (b) On completion of more than one year's service but not more than five years' service an employee should be entitled to three months' notice or wages in lieu. An employee with the same service should be entitled to three warnings which should be referred to the Claimants, with further two warnings by the Respondents over a period of two years, before dismissal action was taken against him.
- (c) On completion of more than five years' service an employee should be entitled to three months' notice or wages in lieu. An employee with the same service should be entitled to three warnings which should be referred to the Claimants, with a further three warnings by the Respondents, before dismissal action was taken against him.

(xvi) The Claimants made a written submission on new Tasks for Picking, Weeding, Pruning and Mulching, but during the hearing withdrew their demands on this issue.

MAIN SUBMISSIONS ON BEHALF OF THE RESPONDENTS

4. On behalf of the Respondents it was submitted that at the present time the Respondents represented the interests of some 267 members who held some 44,000 acres of planted coffee, in comparison with the total planted acreage of coffee in Kenya of 202,000 acres. (Ref. "Kenya Coffee" No. 347, November 1964, page 447). This represented only 22½ per cent—or less than a quarter of the total acreage. They stated that they estimated that the total number of permanent workers in the coffee industry in Kenya was in excess of 100,000. At the time of the Verjee Award, the Respondents represented 31.3 per cent of the total Kenya coffee acreage. The significance of the Claimants' undertaking to extend the terms of the Verjee Award to the majority of the employers in the Coffee Industry was caused by the fact that the employers represented by the Respondents paid a considerably higher wage and granted considerably superior fringe benefits over the majority of employers in the industry. The Sisal and Coffee Plantations Workers' Union in its day had recognized that it was inequitable that a minority group of employers employing a minority group of employers should grant vastly superior terms of service to that of the majority of employers in the industry. It was known that the Sisal and Coffee Plantation Workers' Union had failed to obtain similar benefits for employees in the Coffee Industry who were not members of the Respondents.

It was stated that the position today was that the Respondents now represented employers who owned 22½ per cent of the total coffee acreage in Kenya. The balance of the acreage was owned by (a) mixed farmers, represented by the Kenya National Farmers' Union, whose coffee acreage was situated West of the Rift Valley and (b) Co-operative Societies and other small private employers whose coffee was situated in the exclusively African areas. In view of the foregoing it would be seen that the Respondents now represented a lower percentage of employers than they represented in February 1963 and were thus totally unable to put forward representations on behalf of the industry as a whole. Furthermore, the Respondents faced a dissolution of their Association if membership continued to impose burdens which were not carried by the majority of employers *vis-a-vis* the terms on which Members were entitled to employ labour. The vast majority of employers employed labour at considerably lower rates than those presently granted to employees by members of the Respondents.

The Respondents also pointed out that during most of the period covered by the Verjee Award and the Tripartite Agreement, the estates of the Respondents' members were plagued by both official and unofficial strikes. Statistical details of these strikes were submitted as Exhibits. In addition to the expense of having to pay for the 10 per cent increase in the number of permanent labour required by the Tripartite Agreement, their members sustained both immediate and long-term losses due to strike action by the Claimants' members. Similar industrial unrest had not been experienced on the estates belonging to non-members of the Respondents, although conditions of service were inferior on non-members' estates. As a result of an appeal by the Respondents to the Minister for Labour and Social Services following the continued industrial unrest in the industry, the Minister, the Hon. Mr. E. N. Mwendwa, made a tour of the coffee areas under the control of members of the Respondents from 30th December 1963

until 7th January 1964, and as a result of the Minister's activities, a considerable improvement occurred in the general labour situation.

The Respondents recognized that the Claimants were making an attempt to obtain uniformity of conditions of service throughout the industry, although it would be seen that there had been little progress in the matter of the extension of terms and conditions of service enjoyed by employees and members of the Respondents to the majority of the employees in the industry, and the Respondents continued to remain the only employers against whom the Claimants organized industrial pressure in all its customary forms and, moreover, against whom the Claimants had now made enormously increased demands in the matter of wages and fringe benefits. If this process continued it was inevitable that the present members of the Respondents' Association would resign in order that they may enjoy the benefits which pertain to the large majority of employers in the coffee industry.

It was submitted by the Respondents that their main arguments in reply to the Claimants' demands were—

(a) that in comparison to other employers in the coffee industry and other employers in comparable agricultural industries the terms and conditions of service of the employees of the Respondents were comparable or superior; and

(b) that the Respondents were financially unable to meet the Claimants' demands.

(i) On the Claimants' demand that membership should be open to all employees in the Coffee Industry including all the senior staff, the Respondents pointed out that they were not able to speak for the majority of the Coffee Industry. Nevertheless, in so far as the Respondents' represented 22½ per cent of the industry, the Respondents argued that Union membership should be open to all their permanent employees, with the exception of those employees whose work was defined as confidential, directive, administrative, representative or supervisory staff as defined in the recommendations of their National Joint Consultative Council of the 18th of September 1963.

(ii) It was stated by the Respondents that section 79 to 82 of the Verjee Award set down the wage rates at present paid by them. The monthly rates at section 82 in the Award were given as follows:—

	Sh.
Adult males	70
Adult females	56
Juveniles	47

Paragraph 75 of the Verjee Award provided that the Claimants did not represent Casual Workers. However, it was possible to calculate the daily rate paid to Casual Workers who were not on piece work (i.e. picking). The rates for casual labour were as follows:—

	Sh. cts.
Casual adult males	2 70 per day
Casual adult females	2 20 per day
Juveniles	1 80 per day

The picking rate was 85 cents per *debbe*. Permanent labour were required to pick three *debbes* per day (during the flush season), thereafter each additional *debbe* picked by the permanent worker was paid for at the rate of 85 cents per *debbe*. Casual labour was paid 85 cents for each *debbe* picked.

The Respondents submitted that they were unable to offer any direct increases in wages for the following reasons:—

(a) In view of the substantially lower return per ton (as a result *inter alia* of the £20 per ton export tax and 3 per cent County Council cess) and the considerable drop in production (over 6,000 tons for the industry in the year ending 30th September 1965) caused by coffee berry disease, the drop in the rainfall and as the result of strikes.

(b) It would be inequitable to require them to increase wages when the present wage paid was considerably in excess of the majority (77½ per cent) of employers in the Coffee Industry. Whilst the Respondents remained in the position of paying far the highest wages and granting far the most generous fringe benefits, they were not prepared to consider any increases until the other employers in the coffee industry had been brought into a comparable position.

(c) If a further wage increase was imposed on the Respondents it could be predicted with some certainty that the Respondents would cease to exist as a result of wholesale resignations. The burdens borne as a result of the membership of the Respondents would then outweigh all advantages of membership.

(iii) It was pointed out by the Respondents that the Verjee Arbitration Award provided that "the normal working week shall be 45 hours. Monday to Friday shall be an eight-hour day, Saturday shall be a six-hour day; these hours applying to both male and female employees." The Respondents submitted that the Claimants' demand before the Verjee Arbitration Tribunal was for a 45-hour week and that they had advanced no arguments in support of the reduction in working hours between their demands then, in 1962, and their present demands. Conditions of work in the Coffee Industry had not

altered during the past three years and the hours of work under the Award compared with the hours worked in other agricultural industries which were as follows:—

(a) The Agricultural Industry Order provided for hours of work as follows:—

(i) Male workers, excluding stockmen, herdsmen and watchmen, 46 hours per week spread over six days.

(ii) Female workers, 36 hours per week spread over six days.

(b) Tea industry—39 hours per week for all field workers except pluckers spread over six days at 6½ hours per day. All other workers 48 hours per week at eight hours per day for six days, with the exception of Limuru, where the hours per week were 46.

The Respondents argued that they were unable to agree to a reduction in the hours of work for the following reasons:—

(a) No arguments had been put forward by the Claimants in support of the reduction in hours.

(b) It would be impossible for the necessary work of a coffee estate to be completed if workers were entitled to work 35 hours only per week. The work would have to be done thereafter on an overtime basis. Accordingly, the Claimants' demand was an indirect method of obtaining a substantial increase in wages which the Respondents were unable to afford.

(c) The working hours were comparable to those worked in comparable industries.

(d) Finally, the Respondents were unable to agree to a reduction in hours when the output of work during the 46-hour week was running at an extremely low level as a result of years of agitation by the Claimants.

(iv) The Respondents rejected the Claimants' demand that overtime should be calculated on the basic wage and be calculated at all times at the rate of double time. In comparison with other industries it could be seen that the Agricultural Industry Order provided overtime at the rate of 1½ times the basic hourly rate for hours worked in excess of normal hours during the week and in respect of Sundays and specified holidays, employees received twice the basic hourly wage. These overtime rates did not apply to stockmen, herdsmen and watchmen. In the Tea and Sisal industries, the overtime rates were the same as set out in the Verjee Award.

The cost of meeting the Claimants' demands, which amounted to an increase of 60 per cent over the present overtime rates would result in a 10 per cent increase in the cost of production of one ton of coffee. The Respondents offered to increase the overtime rates as follows:—

(a) Normal overtime week-days Monday to Saturday in excess of eight hours, 1½ times the basic hourly rate.

(b) Any time worked on Sundays or any of the specified paid holidays, double the basic hourly rate.

(c) In the case of security staff, personal drivers, sanitary staff, telephone operators, storemen, pump attendants and all personnel connected with livestock, overtime rates as set out above would be paid for hours worked in excess of the hours agreed at the time of their engagement.

(d) Neoparas and clerks would be paid at the overtime rates set out in (a) and (b) above if they were required to work in excess of 56 hours during any week.

(v) Under the Verjee Award employees were entitled to four paid Public Holidays—New Year's Day, Easter Monday, Christmas Day and Boxing Day. Since the Verjee Award, the Respondents had agreed to add Independence Day as a paid holiday making a total of five paid holidays per year.

In comparison with other agricultural industries the Agricultural Industry Order provided paid Public Holidays on New Year's Day, Good Friday, Labour Day, Kenyatta Day, Independence Day and Christmas Day. The Tea and Sisal Industries had agreed to conform with the Agricultural Industry Order and also granted the six days as set out therein.

It was contended that the Claimants had put forward no arguments in favour of a greater number of Public Holidays than the other comparable industries. The Respondents were unable to accept the Claimants' demands because the Industry was vitally dependent on carrying out various processes on a continuous basis in order to avoid loss. They referred in particular to picking the ripe cherry, spraying, fertilizing and the completion of work in the coffee factory. If the ripe cherry was allowed to fall to the ground or if coffee was allowed to remain longer than the correct time in the various processes in the factory, or if spraying and fertilizing was not carried out when weather conditions were correct, there would be a serious drop in the quality of the coffee with the result that there would be a marked drop in price. Kenya coffee was only able to maintain its place in the world markets on the grounds of its superior quality. It was extremely difficult, if not impossible, to sell poor quality Kenya coffee abroad. Spraying also required to be carried out on a continuous basis all the year round in view of the prevalence of disease in particular coffee berry disease to which Kenya coffee was particularly prone at the present time. The Respon-

dents offered to come into line with general agricultural, tea and sisal and offered the six public holidays as provided in the Agricultural Industry Order.

(vi) Their current agreement provided that "during each year after 288 days of actual work a worker is entitled to 14 consecutive working days of paid leave. A worker shall be entitled to a cash payment in lieu of his leave entitlement if he so elects". In comparison with other industries the Agricultural Industry Order provided 14 consecutive days leave with full pay after each period of 12 months' consecutive service. In the Tea Industry the leave entitlement was 15 days on full pay after each 12 months of continuous service. Annual leave was not accumulative and if an employee was required by the employer to work the full year without leave, the worker was entitled to be paid his normal leave pay in addition to his wages but forfeited the leave. The Sisal Industry provided 14 days paid leave after a worker had completed not less than 288 days of work. Gazetted Public Holidays which occurred during the leave period may be added to the 14 days. The leave must be taken and could not be accumulated. If the employer required an employee to forego his leave, the employee was entitled to leave pay in addition to his normal pay.

It was submitted that the cost of meeting the Claimants' demands would alone represent a 60 per cent increase in the labour costs of producing one ton of coffee. The Respondents stated that they were accordingly unable to meet the Claimants' demands which were considerably in excess of leave entitlement in all other rural industries and offered the following:—

- (a) 16 consecutive days paid leave during each year.
- (b) If an employee had completed ten years of continuous service with an employer, he should be entitled to 18 consecutive days' paid leave.
- (c) Leave should not be granted until an employee had completed 288 days of work during each calendar year and an employee engaged during the year should be entitled to leave *pro rata* to the period of service at the ratio of 288 days per calendar year.
- (d) Annual leave should not be accumulated and an employee should take it in the year in which it was due.
- (e) An employer and employee may agree to alter the dates on which leave may be taken.
- (f) If the worker was required to work an entire calendar year without leave a worker should be paid the normal leave pay due in addition to his wages and should forfeit such leave.

(vii) The Respondents rejected the Claimants' demands on the Transport/Leave allowance issue and offered to pay for a return bus or train fare at 3rd class rate to the bus stage or station nearest to the employee's registered home address within the territorial boundaries of Kenya, provided that the return fare should only be paid if the employee returned to duty on the day immediately following the date on which his leave expired, or if the employee was able to provide a reasonable explanation regarding the delay in his return to work (i.e. by the production of a medical certificate, etc.).

(viii) In practice the Respondents submitted that if employees were required to make a business trip away from their place of employment, the employer made the necessary arrangements to ensure that the employee obtained food and accommodation if he was required to spend a night or more away from his place of employment.

The Tea Industry paid employees a subsistence allowance of Sh. 2 in respect of absence from the particular place of employment for a continuous period of eight or more hours. In respect of each complete night's absence on duty away from his place of employment, the employee received an additional amount of Sh. 2.

The Sisal Industry and Agricultural Industry Order made no provision for the payment of transport or maintenance on a business trip.

The Respondents offered to pay an allowance of Sh. 12 per day in addition to the employee's normal pay when an employee was authorized to proceed on a business trip which necessitated a night of absence from his normal place of employment. If an employee was required to transfer from one place of employment to another, the employer would continue the present practice of providing transportation facilities to effect the transfer of an employee, his family and personal effects. Such business trips and transfers from one place to another were extremely rare and it was impossible to assess the cost per ton of coffee that this offer would involve.

(ix) It was submitted that the Agricultural Industry Order and the sisal industry made no provision with regard to Special or Compassionate Leave. The tea industry provided that an employee may be granted special or compassionate leave at the sole discretion of the management and may be granted an advance of pay equivalent to the number of days worked and not paid for during the current contract up to the date of his departure on special or compassionate leave. The Respondents emphasized that they were quite unable to accept the Claimants' demand in view of the substantial expense involved

but would continue the present practice whereby special compassionate leave was granted at management's discretion without pay. Further, such authorized absence would continue to count towards the qualifying period for annual leave.

(x) On Maternity Leave it was submitted that the Agricultural Industry Order provided for unpaid maternity leave up to a maximum of 90 days subject to the employee producing a proper medical certificate. Furthermore, it provided that childbirth should not be deemed to be a sickness as provided in para. 9 of the Order. Women in receipt of maternity leave did not incur any loss of privileges.

In the tea industry unpaid maternity leave was a total of three months in any one year to be taken immediately before and immediately after childbirth. The taking of maternity leave did not interfere with the qualifying period for long service privileges.

The sisal industry made no provision for maternity leave.

It was stated that at the I.L.O. Conference held in Geneva in June 1965 a special report on maternity protection had been considered by the committee on the application of conventions and recommendations and had been accepted. This report provided that the payment of compensation for maternity leave should in all cases be the responsibility of the state and under no circumstances should be paid for by the employer. The Respondents referred to the following paragraphs in the report:—

- Para. 163 on page 227.
- Para. 177 on page 230.
- Para. 179 on page 230.
- Para. 273 on page 268.

The Respondents stated that they were unable to agree to any alteration in the present entitlement as provided under the Verjee Award, namely two months' unpaid maternity leave to pregnant female employees—one month before childbirth and one month after childbirth, provided that the employee produced to the employer before proceeding on leave a medical certificate signed by an authorized medical practitioner.

(xi) The Verjee Award entitled an employee to 30 days' sick leave per annum of which 15 days on full pay and 15 days was on half pay. The right of the worker to sick leave was without prejudice to any other right or benefit conferred on him under any legislation in force in Kenya, i.e., the Workmen's Compensation Act. Medical treatment was provided under the provisions of section 27 of the Employment Act until the recent introduction of free medical treatment at dispensaries and out-patient departments in Government hospitals. Up to this time the medical treatment expenses were paid by the employers. The employers continued to pay for treatment received by an employee who was in-patient at a hospital or under the terms of the Workmen's Compensation Act. In addition to the foregoing, it was pointed out, that employers had in the past paid on an *ex gratia* basis for the medical treatment of children of the employee resident on the estate. This was no longer required because children received free medical treatment both as in- and out-patients.

In comparison with other industries, it was submitted that the Agricultural Industry Order made no provision with regard to medical treatment. After one month's continuous service with an employer an employee was entitled to sick pay up to a maximum period of 30 days on full pay. Thereafter a further 30 days on half pay in each period of 12 months' continuous service subject to the production of a certificate of incapacity for each period of sick leave claimed, signed by a medical practitioner or a person acting on his behalf.

In the tea industry, it was stated, that the employer provided (or did until the introduction of free out-patient treatment for adult and free in- and out-patient treatment for children) free medical treatment for the employee and the wife and children of the employee living on the estate with him. Sick pay was payable after a period of one month's service at the rate of 20 days full pay and 10 days on half pay.

The sisal industry provided that employees were entitled to free rations and 15 days full pay and 15 days half pay per annum for all permanent workers who were admitted as an in-patient in any hospital on the order of a medical officer or who was still under treatment from the medical officer on the estate. Sick pay was not provided for employees whose sickness was considered by the medical officer to be the outcome of his own negligence or to have been contracted prior to his engagement.

The Respondents offered to continue to meet such liability for medical treatment, industrial accident and illness as was already adequately covered by the existing law in Kenya and as provided under the Verjee Award. Furthermore, the Respondents had offered to increase sick pay as follows:—

After one month of service with the employer sick pay at the rate of 20 days on full pay and thereafter ten days on half pay in each of 12 months' period of continuous service, such sick leave not to be accumulated. A medical certificate must be provided by a Government dispensary, State dispensary or registered medical practitioner acceptable to the employer.

(xii) There was no agreement and no provision for housing under the Verjee Award because this item was not within the terms of reference of the Verjee Award. In practice, housing was provided rent-free for permanent labour on estates. However, in many instances where estates were situated in the vicinity of a reserve, employees chose to live in the reserve. In those cases where there was insufficient housing for permanent employees no allowance was paid in lieu of housing.

It was pointed out that in comparison with other industries the Agricultural Industry Order made no provision with regard to housing.

The tea industry provided that an employer would provide housing for his permanent labour or pay an allowance in lieu if the employee required housing on the estate and this could not be provided. Employees who lived in the reserve and paid no rent were not entitled to receive a housing allowance.

The sisal industry made no provision for housing, although in practice all employees were housed on the estate.

The Respondents offered to provide housing free of charge, on each estate. If an employee resided of his own free will off the estate he should not be entitled to a house allowance. If an employee required housing and none was available, he should be entitled to an allowance of Sh. 10 per month. Employees whose service was terminated due to discharge or dismissal should be required to vacate housing within a period of three days. The Respondents submitted that they could not undertake to provide housing of permanent materials because of the vast expense involved.

(xiii) The Respondents pointed out that there was no provision for severance pay in the Agricultural Industry Order. In the tea industry there was an agreement with the Union which would lapse on the introduction of a Provident Fund or Social Security Scheme. The tea industry provided that each worker retiring after 7 but not less 10 years' service was entitled to half a month's pay for each year of service. After 10 years' service and up to 15 years' service the gratuity for the additional years was increased to three-quarters of a month's pay. After 15 years' service, the gratuity was calculated at the rate of one month's pay for each year of service after 15 years. The sisal industry made no provision for the payment of severance pay.

The Respondents submitted that in view of the introduction of a National Provident Fund which was likely to be in operation by February or March 1966, the Respondents were unable to make any offer on the subject of severance pay. However, if the introduction of a social security scheme was not made within six months of the date of the award of the Industrial Court, the Respondents were prepared to discuss the matter with the Claimants.

(xiv) It was submitted by the Respondents that they would continue to provide such protective clothing as was required by the law and that they would provide a reasonable amount of soap for the purpose of laundering such protective clothing. The Respondents were not prepared to provide rain protective clothing to workers in the field as such workers were not required to work in the rain and, furthermore, rainfall in the coffee areas usually took place at night and work in the fields was generally confined to those times of the year when weather conditions were dry. Furthermore, coffee was grown in areas enjoying far lower rainfall than the tea industry.

(xv) The Respondents submitted that the Verjee Award set out the present agreement on termination of contract. During the first two months of probationary period, 48 hours' notice, and thereafter up to seven years' service, one month's notice or cash in lieu; from seven to ten years' service—two months' notice or cash in lieu; ten or more years' service—three months' notice or cash in lieu. In the case of dismissal for gross misconduct as defined in the Labour Laws no notice was required to be given. These long periods of notice, it was stated, were clearly intended by the Arbitrator to take the place of severance pay.

It was stated that the Agricultural Industry Order provided that the contract should be terminated by 15 days' notice on either side or by the payment of not less than 15 days' pay by either party. The right to terminate a contract without notice for lawful reason was also provided for.

The tea industry provided that after one month's probationary period an employee was entitled to give one month's notice of termination of service or pay in lieu and vice versa. The employees with more than five years' service, except in cases of gross misconduct, received two warnings of misdemeanour in the presence of the Claimants' representative and were liable to dismissal on the third occasion, provided that if two warnings only were given in a period of 12 months, these warnings were erased from the employee's record after 12 months had expired from the date of the first warning. In all cases the contract could be terminated by one month's notice on either side or payment in lieu. Furthermore, the employee had one month in which to vacate the employer's housing.

The sisal industry made provision for dismissal after two warnings for absence without legitimate reasons from work, without notice. Otherwise, termination of contract was not provided for.

It was submitted that the Respondents were not prepared to make any offer outside the rights granted to employers under the terms of the Verjee Award and under no circumstances were they prepared to allow the Claimants to interfere with the employer's rights under the terms of the Industrial Relations Charter to hire and fire.

Their Recognition Agreement provided that the Claimants recognized the right of any member of the Respondents to terminate in a legal and agreed manner the services of any employee employed by him. It would appear that the Claimants' proposals in this matter were in direct contradiction to the Recognition Agreement and the Industrial Relations Charter. Furthermore, the Respondents preferred to rely upon the terms of the Employment Act in so far as it related to the dismissal of employees on the ground of gross misconduct.

(xvi) The Verjee Award provided in great detail the reasons why Tasks should be settled from estate to estate and set out in detail the reasons why it was impossible for a task to be fixed which could apply to the industry as a whole. Briefly, the reasons were stated to be that the Coffee Industry was carried on in widely differing conditions relative to area, climate, season, nature of soil and terrain, weed growth and the presence of couch grass. As a result of this multiplicity of different working conditions, it was impossible to standardize tasks. The size of the task varied from acre to acre, estate to estate, area to area and was also dependent on the climatic conditions prevailing at the time. A task could only be allotted from day to day on each particular area of each estate by the member of management responsible for settling a task which could be completed by the average worker within the working day, namely eight hours. In practice, the task allotted could be completed by a diligent worker in a considerably shorter period. In view of the foregoing, the Respondents submitted that they were not prepared to make any proposals on the subject of Tasks and, moreover, pointed out that this item was limited to the Court's ruling as to whether or not "Tasks" was a negotiable item under the Recognition Agreement.

AWARD

5. The Court has very carefully considered all the arguments put forward on the various issues and has weighed them with extreme care. The Court has kept before it the fact that the coffee industry is of vital importance to the whole economy of the country as it is the largest single revenue earner. All possible consequences of the Court's award have also been taken into account the most important being that any unrealistic wage award could be ruinous to the coffee industry.

The issues in this dispute were 16 but at the beginning of the hearing the Court was informed by the parties that as far as the issue on Tasks was concerned the parties wanted to withdraw it and it was stated that this matter would be tackled between the parties themselves at the estate level. Both parties agreed that any wage increase granted should proportionately be reflected in the rates for the *debbs* picked over and above the present task of three *debbs* during the flush period.

At the summing up the Claimants abandoned the following issues in dispute:—

- (1) Overtime.
- (2) Leave.
- (3) Leave Allowance.
- (4) Transport and business trip.
- (5) Compassionate leave.
- (6) Maternity leave.
- (7) Medical treatment.

On some of the above issues the Claimants accepted the Respondents' offers, and in order to clear any doubts, they have been mentioned hereinafter and an award has been recorded thereunder in accordance with the parties' expressed desires.

All the evidence tendered from both sides has been thoroughly examined. Some of the complaints made by the Claimants' witnesses were directed towards the non-compliance of the existing Terms and Conditions of Service between the parties. If what these witnesses stated was absolutely true, it was up to the Claimants' officials to look after and protect the interests of their members. The least they could have done was to draw the Respondents' attention to it. These complaints do not really affect the issues in dispute and the Court hopes that the Claimants will take appropriate steps in this matter in the very near future.

The Respondents' main arguments in reply to the Claimants' demands are—

- (i) that in comparison to other employers in the coffee industry and other employers in comparable agricultural industries, the terms and conditions of service of the employees of the Respondents are comparable or superior; and
- (ii) that the Respondents are financially unable to meet the Claimants' demands.

During the Verjee Arbitration the Claimants' predecessors' representatives undertook to negotiate the extension of that Award to those employers in the Coffee Industry who were not represented by the Respondents. At the time of the Award

the Respondents represented 31.3 per cent of the total Kenya coffee acreage. The Claimants, however, failed to obtain similar benefits from employers in the Coffee Industry who were not members of the Respondents.

At present 77½ per cent of the total Kenya coffee acreage is owned by (a) mixed farmers represented by the Kenya National Farmers' Union whose coffee acreage is situated west of the Rift Valley and (b) Co-operative Societies and other small private employers whose coffee is situated in the exclusively African areas. The Claimants have produced to the Court a letter which they had received from the Permanent Secretary, Ministry of Labour and Social Services informing them that 22 coffee Co-operative Societies have been advised to grant the Claimants' recognition. The Claimants informed the Court that a recognition agreement with these co-operative societies would be signed in November this year. This is a highly unsatisfactory state of affairs as there are a great many coffee co-operative societies and the Claimants must recognize that in any proceedings for increased benefits for their members, chances of success will be considerably reduced so long as the bulk of employers in that industry are paying less favourable terms than the Respondents.

This dispute was registered with the Court on 23rd June 1965 and a joint request was made to the Court that no action should be taken by the Court as the parties considered it to be necessary that a meeting to be called by the Minister for Labour and Social Services to consider the Terms and Conditions of Employment in the whole Coffee Industry should precede the Court hearing. This meeting was never held due to the lack of interest shown by the Claimants. The Claimants' conduct in this direction is open to severe criticism. This does not, however, bar them from pursuing their present demands. But the Court has to be extremely watchful of this very important aspect in making awards in the present dispute. It should be understood by the Claimants that if they do not take immediate and urgent steps to extend the Court's Award to as many of the coffee employers as they can they will not get much sympathy in future.

The Court is fully aware of the difficult period through which the Coffee Industry is passing due to the incidence of Coffee Berry Disease, drought, and the falling prices of coffee in the world market. This is most unfortunate but the Court cannot reject the Claimants' demands if it is satisfied that the workers in the Coffee Industry are being paid low wages. It should be noted that from 1950 to 1964 the industry enjoyed very high prices and the proportionate increases to the workers were negligible.

In making the following Award the Court has studied the question of financial ability of the Respondents to meet the Claimants' demands. The commencement date of the Award and its duration have also been taken into account.

Issue (i)

Scope of Union Membership.—The Court rejects the Claimants' demands on membership based on how much a person earns, but awards that Neoparas, excepting headmen, may enrol as members of the Claimant Union.

If any revision to the agreed definitions in the agreement between the parties hereto is to be carried out it should be in accordance with the definitions laid down by the Joint Consultative Committee of F.K.E./K.F.L. If in the light of practical difficulties, since these definitions were worked out by F.K.E./K.F.L., any revision is necessary then it is a task which should fall on the Federation of Kenya Employers and Central Organization of Trade Unions.

Issue (ii)

Wages.—The Court awards wage increases as follows:—

(i) The consolidated wage for a 30-day ticket will be:—

	Sh.	cts.
(a) Adult unskilled male worker ..	100	50
(b) Adult unskilled female worker ..	85	00
(c) Juvenile unskilled worker ..	74	00

(ii) If payment of wages is on a monthly basis, the monthly wage will be calculated on the basis of the ticket rate being divided by 30 to arrive at the daily rate and the daily rate multiplied by 26 to arrive at the monthly rate, in accordance with the Verjee Award 1964 formula.

(iii) Semi-skilled and skilled workers and certain supervisory staff shall be granted wage increases as follows:—

35 per cent increase to those employees who are earning less than Sh. 100.

15 per cent increase to those employees who are earning more than Sh. 100.

The Court has been constrained to adopt this method of awarding wage increases due to the absence of job classification in this industry. This method is unsatisfactory but in view of the fact that a job classification exercise in such a big industry will be a huge task and may well take many years, the Court feels that this is the best manner of tackling this problem at present.

Issue (iii)

Hours of Work.—The Claimants abandoned their claim under this head as far as male workers were concerned, but

asked the Court to rule that there should be a uniform practice of equal pay for equal work for both male and female workers.

The Court awards that when female workers are engaged on the same task as male workers they shall be paid equal rates.

Issue (iv)

Overtime.—The Court awards that—

- (i) normal overtime on Monday to Saturday shall be at 1½ times the basic hourly rate;
- (ii) All work done on Sundays and Gazetted Public Holidays shall be paid for at double the basic hourly rate;
- (iii) in the case of security staff, personal drivers, domestic staff, sanitary staff, telephone operators, storemen, pump attendants and all personnel associated in any way with livestock, overtime rates will be paid at the agreed rates after completion of their normal working hours as agreed at the time of their engagement;
- (iv) Neoparas and clerks will be paid at the overtime rates set out in (i) and (ii) above if they are required to work in excess of 56 hours during one week.

Issue (v)

Public Holidays.—The Court awards that the Gazetted Holidays will be:—

- (i) New Year's Day.
- (ii) Good Friday.
- (iii) Labour Day.
- (iv) Kenyatta Day.
- (v) Independence Day.
- (vi) Christmas Day.

An employee shall have the option of taking a holiday on Madaraka Day in place of Good Friday.

Issue (vi)

Leave.—The Claimants have agreed to accept the Respondents' offer and the Court awards accordingly:—

- (i) An employee shall be entitled to 16 consecutive days' paid leave during each year.
- (ii) If an employee has completed ten years of continuous service with an employer he shall be entitled to 18 consecutive days' paid leave.
- (iii) Leave shall not be granted until an employee has completed 288 days of work during each calendar year and an employee engaged during the year shall be entitled to leave *pro rata* to the period of service at the ratio of 288 days per calendar year.
- (iv) Annual leave shall not be accumulated and an employee shall take it in the year in which it is due.
- (v) An employer and employee may agree to alter the dates on which leave may be taken.
- (vi) If the worker is required to work an entire calendar year without leave, a worker should be paid the normal leave pay due in addition to his wages and shall forfeit such leave.

Issue (vii)

Transport and Leave Allowance.—The Court awards as follows in accordance with the Agreement between the parties:—

- (a) The Respondents shall pay for a return bus or train fare at 3rd Class rate to the bus stage or station nearest to the employee's registered home address within the territorial boundaries of Kenya, provided that the return fare shall only be paid if the employee returns to duty on the day immediately following the date on which his leave expires, or if the employee is able to provide a reasonable explanation regarding the delay in his return to work (i.e. by the production of a medical certificate, etc.).

Issue (viii)

Transport/Business Trip.—The Court awards as follows in accordance with the agreement between the parties:—

- (a) The Respondents shall pay an allowance of Sh. 12 per day in addition to the employee's normal pay when an employee is authorized to proceed on a business trip which necessitates a night of absence from his normal place of employment.
- (b) The Respondents shall pay employees a subsistence allowance of Sh. 2 in respect of absence from the particular place of employment for a continuous period of eight or more hours but which does not entail spending a night out.

Issue (ix)

Compassionate Paid Leave.—Nil award.

Issue (x)

Maternity Leave.—The Court awards in accordance with the parties' agreement as follows:—

An employed women shall be entitled to unpaid maternity leave up to a maximum of 90 days subject to the employee producing a proper medical certificate. Women in receipt of maternity leave do not incur any loss of privilege during this period.

Issue (xi)

Medical Treatment and Sick Pay.—Nil award.

Issue (xii)

Housing.—(a) The parties appreciate that a specific award cannot be made on this issue and do not expect the Court to make one. But as this is an important matter the Court visited three estates during the hearing, one nominated by the Claimants, one by the Respondents and one a common estate. It appears that in some estates housing is of a high standard, in some it is average and in some it is below an acceptable standard. The Court also found cases of overcrowding but it is difficult to get at the real cause of such overcrowding. The Respondents state that one house is allocated to one family or three bachelors. This the Court finds reasonable. If one of the bachelors wants his family to join him permanently on the estate then he should give a fair warning to the management and the management should then provide suitable accommodation. In cases where the housing is below the acceptable standard the Court is satisfied that the Respondents can bring pressure on their members to alleviate the condition. But the Claimants should draw the Respondents' attention to such cases. In one case that was mentioned the Respondents had already advised the owners to improve the housing. In this respect the Labour Department can, and should, play a more vigilant part as the Court feels that this is a matter on which the Ministry of Labour should focus its attention more prominently than what they appear to be doing at present.

(b) The Court awards that if an employee resides of his own free will off the estate he shall not be entitled to a house allowance, but, if a permanent employee requires housing and none is available, he shall be entitled to an allowance of Sh. 10 per month. It is noted that free of charge housing is provided on each estate.

Issue (xiii)

Severance Pay.—The Court awards as follows:—

An employee shall be entitled to one week's pay for every completed year of service if his services are terminated by the employers other than for gross misconduct.

This award shall be subject to the following conditions:—

- The qualifying period for any entitlement under this issue shall be five years' continuous service.
- The years of service to be taken into account shall be those worked with the present owners.
- This award is only to give an employee benefit for services rendered up to the implementation of the National Social Security Act which will supersede this item of the award, i.e. after the commencement of the National Social Security Act the employees shall cease to benefit under this award except for the purpose of working out the qualifying period to determine an employee's entitlement for the services up to the commencement of the National Social Security Act. For example, an employee with three years' service before the commencement of the National Social Security Act and three years after shall be paid his entitlement for three years only before the Act at the rate of one week's pay for each completed year of service. For the other three years his benefit will be under the Social Security Act.

Issue (xiv)

Uniforms/Protective Clothing.—The Claimants abandoned their claims under this issue. But in view of the controversy over the question of whether or not an employee's wages were deducted for stoppage of work during rain the Court feels it necessary, in order to put this matter beyond any doubt, to state that no employee's wages should be deducted for stoppage of work during heavy rain. The Respondents may think it worthwhile to explore the possibility of providing temporary shelters which are conveniently situated. This is not, however, a recommendation of the Court.

Issue (xv)

Termination of Contract.—The Court feels that the present Agreement is satisfactory and, therefore, make a nil award.

Issue (xvi)

Tasks.—As pointed out earlier this issue was withdrawn by the parties, but the increase in wages is to be proportionately reflected in rates for *debbs* picked above the normal task of three *debbs* during the flush period.

6. Commencement and Duration of Award.—This award shall be with effect from 1st December 1965 and shall remain in force for a period of two years.

Given in Nairobi this 20th day of December 1965.

SAEED R. COCKAR,
President.

MOHAMED JAHAZI, M.P.,
J. T. WILSON,
Members.

GAZETTE NOTICE NO. 18

THE INDUSTRIAL COURT

(Second Division)

CAUSE NO. 31 OF 1965

Parties:—

The Kenya Distributive and Commercial Workers' Union
and
Messrs. Brighton Limited

Issues in dispute:—

- Severance Pay for 26 employees who have been declared redundant.

Terms and conditions of service including:—

- Wages.
- Hours of Work.
- Overtime.
- Leave.
- Leave Allowance.
- Sick Benefits.
- Probationary Period.
- Termination of Service.
- Redundancy.
- Gratuity.
- Uniforms.

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

The parties were heard in Nairobi on 18th and 19th October and 4th November 1965. Each party called one witness.

GENERAL BACKGROUND

2. Messrs. Brighton Limited, hereinafter referred to as the Respondents, are a limited liability Company with their registered office in Nairobi where they also carry on the business of Turf Accountants. The Respondents signed a Recognition Agreement with the Kenya Distributive and Commercial Workers' Union, hereinafter referred to as the Claimants, on 6th August 1964. A trade dispute covering all the issues above was declared to the Ministry of Labour and Social Services and a Conciliator appointed. The conciliation meeting on 30th July was a failure and both parties agreed to refer the issues in dispute to the Industrial Court for settlement.

MAIN SUBMISSIONS ON BEHALF OF THE CLAIMANTS

3. The Claimants submitted that if there was to be stability in the Turf Accountancy business there must be reasonable terms and conditions of service for all employees. As the Respondents were the largest Turf Accountants in Nairobi they had, at an earlier date, tried, through the Respondents, to encourage all Turf Accountants to form an Employers' Group to discuss and agree terms and conditions of service with them so that there would be uniformity over the whole of Kenya. A large number had signed Recognition Agreements and it was the Claimants' submission that all those employers with whom they had Recognition Agreements, would follow the Respondents in implementing the Court's award.

It was stated that a group of Shop Stewards had agreed certain terms of service with the Respondents but that these were not accepted as a proper agreement by the Claimants. On 26th May new terms and conditions of service proposals were submitted to the Respondents. These proposals had eventually led to the declaration of a trade dispute.

Whilst the Respondents had argued that they could not agree to the Claimants' proposals they had, nevertheless, made large donations to schools and charitable bodies.

(i) Referring to Issue (i) the Claimants submitted that during the period of negotiations on their terms and conditions of service the Respondents had arbitrarily made redundant 26 of their employees without giving them any redundancy pay. The Claimants asked the Court to consider all those made redundant on 14th July 1965, and award them redundancy pay in accordance with its award in Issue (x).

(ii) Wage rates demanded by the Claimants were as follows:—

- | | |
|-------------------------|----------------------------------|
| (a) Office Messenger .. | Sh. 260 per month (consolidated) |
| (b) Junior Clerks .. | Sh. 450 per month (consolidated) |
| (c) Senior Clerks .. | Sh. 800 per month (consolidated) |

(iii) The Claimants demanded that the working week be reduced from a 48-hour six-day week to a 42-hour six-day week.

(iv) Where overtime was worked after 5 p.m. Monday to Friday and after 1 p.m. on Saturdays, the Claimants asked for time and a half rates, and for Sundays and Gazetted Public Holidays—double time rates.

(v) Annual leave at the rate of 21 working days each year was demanded.

(vi) It was the Claimants' submission that employees proceeding on annual leave should be entitled to a leave allowance as follows:—

	Sh.
Clerical Staff	150
Messengers and Labourers	80

The allowance payable was not to be dependent on an employee going to his home.

(vii) The Claimants demanded that after three months' service employees should be entitled to an absence on sick leave for a period of 15 days on full pay and a further period of 15 days on half pay, if necessary, in any full year. All hospital expenses were to be paid by the Respondents.

(viii) The Probationary Period should not exceed one month for all employees during which the notice period should be one week.

(ix) One month's notice to terminate employment was demanded for employees with one to four years' service. After four years' service the notice period was to be increased to three months.

(x) The principle of "last in, first out" depending on merit and ability was to apply, when deciding on whom to declare redundant. Where an employee was declared redundant, he should be entitled to three weeks' pay for every completed year of service.

(xi) The Claimants requested that the Court award gratuity (provident fund) in line with other awards to count up to the effective date of the National Social Security Scheme.

(xii) Uniforms were demanded for all Messengers.

In conclusion the Claimants requested that the Court award all those employees who were declared redundant in July 1965, three weeks' pay for each completed year of service. The Court was also asked to award favourably in respect of all the other issues in dispute. The Claimants suggested that the effective date of the new agreement should be 1st June 1965, and be valid for 12 months from that date.

MAIN SUBMISSIONS ON BEHALF OF THE RESPONDENTS

4. On behalf of the Respondents it was submitted that the terms and conditions of service proposed by the Claimants were those applicable to a normal trade, whereas the Respondents' business was in a class by itself. By its very nature, it was subject to violent financial ups-and-downs. It would, therefore, be imprudent for any turf accountant to enter into rigid financial commitments.

It was submitted that the turf accountancy business was highly seasonal. The business operated at its full capacity only for a few months in the year. At other times it was extremely slow and at certain times even came to a standstill. The Respondents claimed to carry a full compliment of staff throughout the year despite the high overheads of the business. It was also claimed that the workers enjoyed comparatively easy working conditions and on the average were not called upon to work the full number of hours every week.

(i) The Respondents submitted that they were under no obligation to pay redundancy pay to the 26 employees who had been declared redundant in July 1965. They contended that their existing wage agreement provided for higher than average wages for the very purpose of avoiding any future financial commitments on their part because the nature of their business did not warrant the making of such commitments. There had been no intention of closing down the business. Business had been bad and high taxation had brought about the need to reduce overheads. The Respondents claimed to have been instrumental in securing jobs for 23 of those declared redundant.

(ii) As their current wages were considered to be above average the Respondents had declined to negotiate new wage rates. The Court was requested to award in accordance with the present rates which were given as follows:—

	Grade F	Grade E	Grade D
Clerks	200/—	205/240	245/280
Messengers	175/—	180/200	205/220
	1st year	2nd year	3rd year
	Grade C	Grade B	Grade A
Clerks	285/320	325/350	260/400
Messengers	225/240	245/255	268/280
	4th year	5th year	Over 5 years

(iii) The Respondents rejected the Claimants' demand for a 42-hour week. The normal working hours at present were 48 during the "Flat Season" and 42 during the "Hurdle Season". There was a one-hour lunch break during the day. Where an employee was required to work during the lunch break he was paid Sh. 2, for those employees earning up to Sh. 300 per month, and Sh. 3 for those employees earning over Sh. 300 per month; some liquid refreshment was also provided by the Respondents.

(iv) It was the Respondents' submission on overtime rates that time and a half rate should be paid for any hours worked over and above the normal working hours in a month. Saturday should be counted as a normal working day. The same overtime rate should cover Sundays and Public Holidays.

(v) Employees of the Respondents now enjoyed 18 days' leave with full pay after the completion of 12 consecutive months' service; this was considered to be in line with other employers and the Respondents could see no reason for making changes at this time.

(vi) The Respondents stated that they were not prepared to make any offer of leave allowance. Employees drew substantial bonus payments and it was likely that the bonus for 1965 would be slightly above that paid in 1964.

(vii) On sick benefit the Respondents submitted that they were not prepared to go beyond their present agreement which provided for 15 days' sick leave on full pay and 15 days' sick leave on half pay in each period of 12 months.

(viii) Clerical staff should work a probationary period of three months during which time employment may be terminated by either party at 24 hours' notice. And Messengers should work a probationary period of one month with a notice period of 24 hours.

(ix) One month's notice by either party, or pay in lieu, was considered adequate by the Respondents to terminate employment.

(x) The Respondents stated that they accepted the principles of the Industrial Relations Charter but that they did not accept the Claimants' demands for redundancy (or severance) pay. They did not envisage any further redundancy in the foreseeable future.

(xi) For the reasons already stated about the peculiar ups-and-downs of the turf accountancy business the Respondents submitted that they were in no position to provide for such financial commitments as gratuity (or provident fund).

(xii) Uniforms were already provided and there was no need to bring this issue before the Court. Messengers were issued with one suit every year.

The Respondents submitted that the existing arrangements on terms and conditions of service between them and the Claimants were fair and just and ought not to be disturbed. The Court was asked to—

- disallow the Claimants' claim, and
- extend for a further period of at least two years the existing arrangements between the parties.

AWARD

5. The Court, having given careful consideration to the evidence and submissions of the parties, awards as follows:—

(i) *Severance pay for 26 employees who have been declared redundant.*—Severance pay shall be paid to the 26 employees who were declared redundant on 15th July 1965, on the following basis:—

Employees with one year and up to three years of continuous service, seven days' basic pay for each completed year of service;

Employees with four years and up to six years of continuous service, ten days' basic pay for each completed year of service;

Employees with seven years and over of continuous service, 15 days' basic pay for each completed year of service.

(ii) *Wages.*—Messengers shall be paid Sh. 235 per month (consolidated) but messengers who are in receipt of a wage which is higher than this figure shall neither receive any increase nor shall their salary be reduced.

Clerks shall be paid new minimum salaries as follows:—

On engagement	Sh. 270 per month (consolidated)
After 1 year's service ..	Sh. 300 per month (consolidated)
After 2 years' service ..	Sh. 330 per month (consolidated)
After 3 years' service ..	Sh. 350 per month (consolidated)
After 4 years' service ..	Sh. 370 per month (consolidated)
After 5 years' service ..	Sh. 410 per month (consolidated)

(ii) *Hours of work*.—The normal working week shall be 46 hours during the "Flat Season" (March to October inclusive), and 42 hours during the "Hurdle Season" (November to February inclusive).

The lunch hour allowance shall be Sh. 3 and liquid refreshment shall be provided by the Respondents as before.

(iv) *Overtime*.—For hours worked in excess of 46 hours per week during the "Flat Season" and for hours worked in excess of 42 hours per week during the "Hurdle Season" overtime shall be calculated and paid on an hourly basis at the rate of time and half on the basic salary.

For hours worked on Sundays or on Gazetted Public Holidays overtime shall be calculated and paid on an hourly basis at the rate of double time on the basic salary.

(v) *Leave*.—Employees shall be entitled to 18 working days' leave after completing 12 consecutive months' service, such leave to be taken at a period convenient to the Management.

(vi) *Leave allowance*.—Nil award.

(vii) *Sick benefit*.—On confirmation of his appointment an employee shall be entitled to sick leave up to a maximum of 15 days on full pay and thereafter 15 days on half pay in each period of 12 months' continuous service, subject to the employee producing a medical certificate covering each period of sick leave claimed.

An employee shall not be entitled to sick leave in respect of an incapacity resulting out of gross neglect on his part.

(viii) *Probationary period*.—Messengers shall be subject to a probationary period of one month's service during which period employment may be terminated by either party giving 24 hours' notice.

Clerical staff shall be subject to a probationary period of three months' service during which period employment may be terminated by either party giving one week's notice.

(ix) *Termination of service*.—On completion of the probationary period, one month's notice, or pay in lieu, shall be given by either party to terminate employment, unless such termination of service is due to gross misconduct.

(x) *Redundancy*.—When an employee is declared redundant he shall be given one month's notice, in writing, or, pay in lieu, and shall receive severance pay as follows:—

Employees with one year and up to three years of continuous service, seven days' basic pay for each completed year of service;

Employees with four years and up to six years of continuous service, ten days' basic pay for each completed year of service;

Employees with seven years and over of continuous service, 15 days' basic pay for each completed year of service,

and further the principles laid down in the Industrial Relations Charter on redundancy shall apply.

(xi) *Gratuity*.—An employee on retirement, up to the date of the introduction of the National Social Security Fund, shall be entitled to gratuity on the following basis:—

Employees with one year and up to three years of continuous service, seven days' basic pay for each completed year of service;

Employees with four years and up to six years of continuous service, ten days' pay for each completed year of service;

Employees with seven years and over of continuous service, 15 days' basic pay for each completed year of service.

An employee shall receive either gratuity or redundancy (severance) pay benefit, but not both.

(xii) *Uniform*.—Two sets of uniform shall be issued annually to messengers.

6. Effect shall be given to this award as from 1st September 1965.

Given in Nairobi this 21st day of December 1965.

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

P. E. D. WILSON,
M. W. MULIMA,
Members.

GAZETTE NOTICE No. 19

THE INDUSTRIAL COURT

CAUSE No. 39 OF 1965

Parties:—

The Kenya Petroleum Oil Workers' Union—*Complainants*
and

The Oil Industry of Kenya—*Respondents*

GENERAL BACKGROUND AND ISSUES IN DISPUTE

1. On the 5th day of October 1965, the President of the Industrial Court decided the issues in this dispute. The general background and issues in dispute are contained in the Ruling given by the President and which is set out below:—

"This dispute has been referred to the Industrial Court by the Minister for Labour and Social Services under section 30 (1) of the Trade Disputes Act, 1965.

It appears that the parties held a Joint Industrial Council Meeting on or about 21st July 1965, during which the question of the two months' extension under the Tripartite Agreement cropped up. The Employers' stand was that the two months' extension under the Tripartite Agreement, which they claimed was a National Agreement and therefore superseded private agreements, automatically applied. On the other hand the Union did not subscribe to this view and the matter was left at the Joint Industrial Council Meeting in disagreement. Subsequently, the Employers sought advice on, and confirmation of, their point of view from various authorities like the Federation of Kenya Employers and the Permanent Secretary, Ministry of Labour and Social Services, but did not declare a dispute with the Ministry of Labour and Social Services. The Union on the other hand on 18th August 1965, gave notice of strike action in terms of section 29 (a) of the Trade Disputes Act 1965, whereupon the Minister for Labour and Social Services referred the matter to Conciliation which did not succeed.

The Minister for Labour and Social Services forwarded the dispute to the Industrial Court with the issues in dispute worded as follows:—

'The Union's claim that the effective date of the Industry's agreement has been altered from 1st September to 1st November.'

The Union strongly objected to the issue in dispute being framed as above and wanted the issue to be worded as follows:—

'Unilateral alteration of the effective date of the Collective Bargaining Agreement between the Oil Industry and Kenya Petroleum Oil Workers' Union by the Oil Companies contrary to the procedure laid down in the said Collective Bargaining Agreement and the Industrial Relations Charter.'

The Employers were also not quite satisfied at the way the Minister had drawn up the issue and suggested the following:—

'Whether or not the two months' extension of the Tripartite Agreement on the Unemployment Relief extends the effective date of the Oil Industry's Collective Bargaining Agreements/wage/salary reopener clause from 1st September to 1st November 1965.'

The Union's complaint was that the Employers had violated the Collective Bargaining Agreement between them by unilaterally altering the date in question from 1st September to 1st November. The Employers were of the firm view that the application of the two months' extension in the date was automatic and no negotiations were required.

Having heard the parties at some length the Court rules the issues in this dispute to be—

Issues in dispute:—

(a) Did the Oil Industry unilaterally alter the date in question from 1st September to 1st November contrary to the procedure laid down in the Collective Bargaining Agreement between the parties by taking it for granted that the two months' extension under the Tripartite Agreement automatically applied to the Collective Bargaining Agreement existing between the parties.

Since the real cause of the dispute will not be resolved by a decision on the above issue the Court rules in the interest of industrial peace in the oil industry and in order to save time that the following further issue be added to this dispute;

(b) Does the two months' extension under the Tripartite Agreement apply to the Collective Bargaining Agreement existing between the two parties hereto in the Oil Industry.

The hearing of this dispute shall proceed on the aforesaid two issues marked (a) and (b)."

2. The hearing of the dispute took place on the 26th of October 1965, and the Respondents called the Executive Officer of the Federation of Kenya Employers as their witness. The Court, however, felt that as this issue, involving the Tripartite Agreement, was one of great importance to industry, and trade

unions alike, in the country, an official witness from the Ministry of Labour and Social Services should be called to answer the following questions and give necessary explanations:—

- (i) On what conditions and under what circumstances was the two months' extension to the Tripartite Agreement carried out;
- (ii) On what conditions and under what circumstances was the Tripartite Agreement ended;
- (iii) Who was responsible for the press release of 7th or 8th April 1965, and were all the parties to the Tripartite Agreement signatories to this statement?

Accordingly, Mr. L. W. R. James was called as a Court's witness on 15th November 1965, and an opportunity was given to the parties to ask him questions. Mr. Richmond was recalled to give further evidence with the Court's permission.

MAIN SUBMISSIONS BY THE CLAIMANTS

3. (a) The Claimants' submission was that the Respondents had unilaterally altered the effective date for reopening negotiations on salary increases in the case of staff employees, and wage rates in the case of operative employees from 1st September to 1st November 1965, contrary to the procedure laid down in the Collective Bargaining agreement between them. They pointed out that after the Industrial Court Award in Cause No. 12 of 1964, which had involved both parties, they had agreed their negotiation procedure at a Joint Industrial Council Meeting in January 1965. On 1st July 1965, they had notified the Respondents of their intention to open negotiations on wage/salary increases; this had been acknowledged by the Respondents who had expected to receive the Claimants' demands in due course. On 23rd July 1965, at another Joint Industrial Council Meeting the Respondents had brought up for the first time the question of extending the date for reopening negotiations from 1st September to 1st November 1965. The Claimants had rejected the Respondents' reasons for the extension. Deadlock was reached and the dispute should have been referred to the Ministry of Labour and Social Services. But again, contrary to procedure, the Claimants pointed out, the Respondents wrote to the Permanent Secretary, Ministry of Labour and Social Services, seeking his opinion over the matter which had been the cause of the dispute and it was understood that an opinion had also been sought of the Federation of Kenya Employers. On these two replies the Claimants contended that the Respondents had requested a postponement of a joint meeting from 18th August to 1st November 1965; this the Claimants had rejected.

It could be seen from the reasons given that the Respondents had not followed the correct procedure and the Court was requested to find against them.

It was pointed out that whereas Unions were liable to prosecution under the provisions of the Trade Disputes Act, 1965, for breaking agreements, no such provisions applied to Employers.

(b) The Claimants gave the following reasons for refusing to agree to an extension of the date for reopening negotiations on wage/salary increases:—

1. The Tripartite Agreement was not mandatory or compulsory on an organization unless that organization had voluntarily accepted to abide by it.
2. It was an Agreement between Government, the Federation of Kenya Employers and the Kenya Federation of Labour.
3. The Claimants had agreed to be a party to the original Agreement in that at the time they were a loyal affiliate of the Kenya Federation of Labour and had taken part in the negotiation of the Agreement.
4. In May 1964, the Claimants had disaffiliated from the Kenya Federation of Labour, and from that date could not be bound by any Agreement negotiated by the Kenya Federation of Labour.
5. The Claimants were an affiliate of the Kenya African Workers' Congress at the time the extension of the Tripartite Agreement had been negotiated and since the Kenya African Workers' Congress had never been a party to the extension it followed that the Claimants could not be bound by it.
6. The Oil Industry was treated by the Claimants as one entity and whatever one member of the industry did, as far as the Claimants were concerned, applied to the rest.
7. The Respondents could not claim to have followed fully the Tripartite Agreement for not only had they refused to implement the Agreement by not taking on their full 10 per cent but went further and had dismissed a number of employees. More than 200 employees had been dismissed during the Tripartite Agreement period.

The Court was informed that, as the Claimants would not be bound by the extension of the Tripartite Agreement, the date for reopening negotiations on wage/salary increases must remain 1st September 1965.

MAIN SUBMISSIONS BY THE RESPONDENTS

4. On behalf of the Respondents it was submitted that the real issue in dispute was the question on whether or not the two months' extension of the Tripartite Agreement applied to the Respondents' Collective Bargaining Agreement (Issue (b)). Accordingly they submitted their arguments on this vital question first.

(b) It was the Respondents' submission that the original Tripartite Agreement was a "gentleman's agreement" made between the Government of Kenya, the Kenya Federation of Labour and the Federation of Kenya Employers in the national interests in an endeavour to remedy the chronic unemployment situation which had existed in the early months of 1964. Subsequently, the Industrial Court, in Cause No. 6 of 1964, had established that the Tripartite Agreement on "Unemployment Relief had become an integral part of industrial relations in Kenya, which required definite obligations from both Unions and Employers".

In February 1965, the original Tripartite Agreement had been extended by a further two months. The agreement on the extension had been made between the parties of the original agreement, which had remained a "gentleman's agreement" until the Industrial Court had recognized in Cause No. 11 of 1965 that the two months' extension had become a valid part of the original agreement. Any negotiated agreement affected by the original Ruling, it was submitted, had now been extended by a further period of two months, to 14 months. Cause No. 13 of 1965 had reinforced this particular part as the Court had held that employers and unions could not escape from the residual obligations of the Tripartite Agreement. In other words, it was stated, employers were obliged to grant their "10 per cent employees" a minimum of 14 months' employment; and in return the unions were obliged to accept a 14-month wage "freeze".

The Respondents had readily accepted the extension of the Tripartite Agreement on Unemployment Relief and the obligations which it had imposed on employers and trade unions in the national interest, and had granted a minimum period of employment of 14 months to those employees who had been engaged under the Tripartite Agreement on Unemployment Relief.

It was pointed out that the Claimants' first intimation that they considered that the extension of the Tripartite Agreement did not apply had been made at a Joint Industrial Council meeting held on 23rd July 1965. By that date the Respondents had already granted the minimum period of 14 months' employment to the "10 per cent employees".

The Respondents contended that the extension of the Tripartite Agreement on Unemployment Relief applied to their Joint Industrial Council Collective Agreement as modified by the Industrial Court in Cause No. 12 of 1964 for the following reasons:—

1. An agreement affected by the original Tripartite Agreement must automatically be affected by the extension of the Tripartite Agreement.
2. The Industrial Court established the validity of the original 12 months' wage "freeze" and had subsequently ruled that the extension carried equal weight.
3. The Claimants having accepted the terms of the original Tripartite Agreement, had not repudiated the extension of the Tripartite Agreement when this was published, and had, therefore, accepted its obligations to grant the Respondents a 14-month wage/salary standstill.
4. The Respondents had already granted a minimum period of employment of 14 months to those employees engaged under the Tripartite Agreement on Unemployment Relief.

The Respondents submitted that their contention was supported by the Federation of Kenya Employers. The Ministry of Labour and Social Services had also confirmed the application of the extension of the Tripartite Agreement to the Respondents' Collective Bargaining Agreement.

(a) On Issue (a) the Respondents submitted that all their arguments and submissions in Issue (b) above were aimed at proving that the extension of the Tripartite Agreement had been superimposed on existing wage/salary agreements in exactly the same way as the original Tripartite Agreement, and that their action in drawing the Claimants' attention to the automatic extension of the Tripartite Agreement on Unemployment Relief had not amounted to a unilateral alteration of the date in question.

The Respondents submitted that they had not broken any of the provisions of the Joint Industrial Council Agreement nor the Industrial Relations Charter. Neither of these documents laid down the moment at which various forms of negotiation manoeuvres should cease and the matter be declared as a dispute. Rather than declare a dispute, the Respondents had hoped that the Claimants would have accepted the confirmation of the Ministry of Labour and Social Services that the Respondents' wage/salary "freeze" had been extended from 1st September to 1st November 1965.

The Respondents contended that they had not sought to unilaterally alter the effective date of any wage/salary increases which were to be negotiated this year, but had merely sought to convince the Claimants that the extension of an agreement of national application affected the Respondents' Collective Bargaining Agreement, just as the original Tripartite Agreement had been superimposed on the Respondents' Agreement. The Claimants, it was stated, had sought to avoid the obligations required by the extension of the Tripartite Agreement.

AWARD

Issue (a)

5. It is clear from the above that the question of the two months' extension of the Tripartite Agreement cropped up at the parties' Joint Industrial Council meeting of 23rd July 1965, which meeting was primarily held to revise the existing Agreement between the parties in accordance with the Award of the Industrial Court in Cause No. 12 of 1964. The Respondents maintained that the two months' extension applied to the Collective Bargaining Agreement of the parties. The Claimants strenuously opposed this view. At this meeting deadlock was reached and the Claimants requested the Respondents to declare a dispute in accordance with the procedure agreed. Instead of declaring a dispute the Respondents had sought advice from the Ministry of Labour and Social Services and the Federation of Kenya Employers. This, they were entitled to do, and was in order. But after getting this advice they were content to leave the matter as it was. On 4th August 1965, the Permanent Secretary, Ministry of Labour and Social Services wrote to the Respondents as follows:—

"Dear Sir,

Tripartite Agreement

Please refer to your letter of 28th July 1965.

2. I confirm that the period of the Tripartite Agreement was extended from 12 months to 14 months by the parties concerned, that is, the Government, the Federation of Kenya Employers and the Kenya Federation of Labour. The former agreed that the period of employment for those engaged under the scheme would be extended to 14 months and the latter that the wages standstill would similarly be extended to 14 months. It follows, therefore, that the wages standstill period for the Oil Industry is extended from 1st September 1965, to 1st November 1965.

3. I have no information, however, that the Kenya Petroleum Oil Workers' Union stated that it was not bound by the two months' extension of the Tripartite Agreement. By copy of this letter I am requesting the General Secretary to let me have his comments so that the position can be clarified.

Yours faithfully,

J. W. OWUOR,
for Permanent Secretary.

On the same date the Respondents wrote to the Claimants as follows:—

"Dear Sir,

We are pleased to acknowledge your letter of 27th July 1965, and the enclosed demands.

In accordance with the letter Ref. IR:1/97/65 dated 4th August 1965, from the Permanent Secretary of the Ministry of Labour and Social Services any wage/salary increases resulting from this year's negotiations will be effective from 1st November 1965. Therefore it is considered unnecessary to meet in August to commence negotiations, and the Oil Industry feels that it would be more appropriate to meet at a mutually convenient date in the latter half of September or early in October.

In the meantime, the Oil Industry would be most grateful if you would provide us with the basic grounds for the Union's demands to enable us to give them the fullest consideration prior to the commencement of the negotiations.

Yours faithfully,

R. DEWAR,
Oil Industry Spokesman.

The Court has no doubt that the burden for calling another meeting of the Joint Industrial Council rested on the Respondents. This they failed to discharge. The fact that no effort had been made to call a meeting after the Respondents had received advice from the Ministry of Labour and Social Services, and the Federation of Kenya Employers, is a clear indication that they took it for granted that the extension applied to their Agreement with the Claimants. In this they were wrong. They were aware that the Claimants had disaffiliated from the Kenya Federation of Labour and were disputing their liability to abide by the two months' extension. The Respondents were also aware of the Claimants' other reasons for objecting to the application of the two months' extension to their Agreement. The Court is not satisfied that the Respondents were, after seeking advice from the Ministry of Labour and Social Services and the Federation of Kenya Employers, trying to convince the Claimants about the two months' extension. They took it for granted that it applied to their Agreement. It would have been prudent to call another

meeting of the Joint Industrial Council to explain to the Claimants the views of the Ministry of Labour and Social Services and, in the event of the Claimants still not agreeing, the Respondents should have declared a dispute. On this issue the Claimants' point of view is the correct one, and the Respondents have committed a technical breach of their Agreement with the Claimants.

The Court is in no position to penalize the Respondents for their omission to declare a dispute. Neither is it necessary for the Court to recommend any amendment to the Trade Disputes Act, 1965, if it is lacking in punitive clauses against defaulting employers. The reasons being:—

- (a) The Claimants have in no way suffered any hardship as a result of it and in any case the Claimants could have called a Joint Industrial Council meeting as provided for in the Joint Industrial Council Constitution;
- (b) The Court has not yet come across any serious cases of neglect or default on the part of the employers generally to warrant any such recommendation.

Issue (b)

This issue is by far the more important one. The Court has given very careful consideration to the submissions of the parties and the evidence of Messrs. James and Richmond both of whom were intimately connected with the Tripartite Agreement from the very beginning, during its extension, and finally its termination.

It is necessary to delve into the immediate past to get the Tripartite Agreement and all that it stood for in its true perspective. This unique exercise for alleviating unemployment, though as a short-term measure, is an example of constructive spirit and maturity in industrial relations in Kenya.

The Tripartite Agreement provides, amongst other things, for the following:—

- "Private employers, other than employers of domestic servants (house servants), will increase the number of their employees as at 23rd January 1964, by 10 per cent.
- (b) *On the part of employees*
 - (i) Trade Unions agree to a 12-month wage standstill after the expiry of existing negotiated agreements and awards. Existing agreements will be respected and any revision will be carried out as provided in the agreement, except for wages which shall be subject to a standstill period of 12 months.
 - (ii) No strike or go-slow action will be called during the 12-month period and all disputes will be dealt with in accordance with the Industrial Relations Charter."

It is obvious that employers were, in return for their contribution, granted a 12-month extension to the life of their agreements. This fact underlines the essence of the Agreement that it was an emergency measure and involved sacrifices which could only be remedied by a "gentleman's agreement".

Provision was also made in the Tripartite Agreement for a Tripartite Committee to be set up to review the situation and make recommendations for a return to normal relations at the end of the 12-months period.

It is clear from the evidence that this Committee did meet on 15th October 1964, but concerned itself mainly with the administrative difficulties which confronted the parties—notably redundancies and resignations. No recommendations for the main Conference which was held on 8th February 1965, were formulated. This Conference was the first and last which took place between the parties since the signing of the Tripartite Agreement. At this Conference the consensus of opinion was that the Agreement should be terminated, one of the factors being the split in the Kenya Federation of Labour. As this Conference took place a couple of days before the expiry of the 12 months, it was agreed that a further period of two months should be gained for the purpose of examining in greater detail the future of this Agreement. This Conference appears to have taken no other decision than to extend the Tripartite Agreement in all respects for another two months. It is most unfortunate and regrettable that the two months gained thus were wasted as no concrete proposals, either on the continuation or ending of the Tripartite Agreement, were taken. In fact, the parties never got to a stage where they could be all together at one meeting.

The Ministry of Labour and Social Services was left with the task of carrying out consultations with various parties. This the Ministry had tried to do. In this state of affairs the two months' extension was nearly running out without anything tangible having been done. It was felt that something had to be done in a great hurry. Again, it fell on the Ministry of Labour and Social Services to draw up an appropriate statement. A statement was prepared on 7th April 1965, and was read over the telephone to Mr. Richmond, the Executive Officer of the Federation of Kenya Employers, by Mr. James. Subsequently, during the lunch hour the same day, the Kenya Federation of Labour approved it, but certain amendments had been made which had not been seen or approved by the Federation of Kenya Employers. This statement which is attached hereto marked as Appendix "A" as originally drawn, and marked as Appendix "B" after the amendments at the behest of the Kenya Federation of Labour, was never signed by any party to the original Agreement. Next day it was

splashed in the newspapers and a great majority of trade unions saw it as a signal to forward wage claims. Mr. Richmond protested to the editors of the *East African Standard* and the *Daily Nation* who informed him that the statement was published exactly as it was given to them by the Government Information Officer. He accordingly protested to the Permanent Secretary, Ministry of Labour and Social Services. No public repudiation either by the Ministry of Labour and Social Services or the Federation of Kenya Employers was made. This is inexplicable. Mr. James stated in no uncertain terms, that at no time was it contemplated, nor was it the intention of the parties, that the obligations under the Tripartite Agreement were to be scrapped. The statement as it appeared in the Press certainly gives a contrary impression. It is indeed a great pity that such a wonderful agreement which had provided employment for thousands of workers for a period of 14 months, and most of whom still continued to be employed, had to end in such unfortunate circumstances culminating in this pathetic statement attached hereto. It is really difficult to pin down the blame on any one particular party for this statement which has caused so much confusion. The Court finds that this statement, born as it was in such mixed up circumstances, cannot, by any stretch of imagination, be deemed to have scrapped the obligations that had arisen under the Tripartite Agreement. To find so would be unfair in the extreme. In fact, there was no need for any statement at this stage and the agreement and the obligations arising thereunder would have run their normal course. Allegations have been made against the Government for not having discharged most of the obligations undertaken by it under the Agreement. That may be so, but this would not affect the position between the employers and the trade unions. It never occurred to any one that any of the parties would back out of their obligations at some future date, otherwise a more comprehensive document would certainly have been drawn up. The Court, therefore, finds that obligations under the Tripartite Agreement have to be discharged unless the parties by consent have decided to do otherwise. Each case that comes before the Court on the Tripartite Agreement will be decided on its merits and the special circumstances relating thereto.

In the instant case the question before the Court is whether the Claimants' Union, which had disaffiliated from the Kenya Federation of Labour, is bound by the two months' extension in all respects of the Tripartite Agreement.

The Court finds in favour of the Respondents on this issue for the following reasons:—

The Claimants were a party to the original Tripartite Agreement and, therefore, must automatically be affected by the extension of the Tripartite Agreement unless it can be proved that they repudiated in good time the extension when this was published so that if the Respondents had wanted to terminate the services of the extra 10 per cent staff on the completion of the 12 months' period they could have done so. The only evidence tendered by the Claimants on this point is a petition which was forwarded to the Ministry of Labour and Social Services on 31st March 1965, by the Kenya African Workers' Congress whose General Secretary was also the General Secretary of the Claimants' Union. No copy of this petition was sent to the Respondents. The Court accepts the Respondents' contention that the Claimants' first intimation that they considered the extension of the Tripartite Agreement did not apply was made at a Joint Industrial Council meeting held on 23rd July 1965. By this time the Respondents had already granted the minimum period of '14 months' employment to the 10 per cent employees. The Court notes, and accepts, the letters from the heads of the various members of the Respondents that their firms complied with the Tripartite Agreement by taking on 10 per cent extra staff. If the Claimants can bring any specific cases whereby some members of the said 10 per cent extra employees were not granted 14 months' employment, then, on such cases being proved, the Respondents are duty-bound to honour their obligations. If the need arises under this ruling, the services of the Chief Industrial Relations Officer may be utilized to investigate the Claimants' allegations provided specific cases are mentioned.

In the circumstances the Court finds that the two months' extension of the Tripartite Agreement applies to the Collective Bargaining Agreement existing between the parties hereto and the wage policy reopener clause is extended from 1st September to 1st November 1965.

Given in Nairobi this 20th day of December 1965.

SAEED R. COCKAR,
President.

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

J. CHUNGULI,
JOHN WATTS,
Members.

APPENDIX "A"

PRESS RELEASE—7TH APRIL 1965

The Tripartite Agreement

A Government spokesman announced today that the Government, the Federation of Kenya Employers and the Kenya Federation of Labour have concluded their discussions on the termination of the Tripartite Agreement in accordance with the clause requiring the parties "to review the situation and make recommendations for a return to normal".

Being conscious of the fact that the Agreement was essentially an interim measure designed to provide a breathing space during which long-term plans could be established for developing the country's economy, the parties have agreed that the Tripartite Agreement shall cease to be an instrument of industrial relations as from 8th April 1965.

However, the parties wished the following points to be clearly understood:—

- (i) Government and the Federation of Kenya Employers, on behalf of its members, have undertaken—
 - (a) that the maximum possible number of additional workers who were engaged under the Agreement will be absorbed into employers' permanent establishments; and that, in any case,
 - (b) no additional worker engaged for the purpose of complying with the Agreement will be discharged before he has completed fourteen months' employment with the employer.
- (ii) The Kenya Federation of Labour advocates that its members phase their wage demands so as to minimize the number of quota workers who might have to be discharged as a result of increased wage awards.

The spokesman said that Government wish to take this opportunity of congratulating both sides of industry on the accomplishments achieved by the Agreement and he expressed the hope that such achievements would not be marred by irresponsible behaviour upon the termination of this voluntary and unique temporary measure.

APPENDIX "B"

PRESS RELEASE—7TH APRIL 1965

The Tripartite Agreement

A Government spokesman announced today that the Government, the Federation of Kenya Employers and the Kenya Federation of Labour have concluded their discussions on the termination of the Tripartite Agreement in accordance with the clause requiring the parties "to review the situation and make recommendations for a return to normal".

Being conscious of the fact that the Agreement was essentially an interim measure designed to provide a breathing space during which long-term plans could be established for developing the country's economy, the parties have agreed that the Tripartite Agreement shall cease to be an instrument of industrial relations as from 8th April 1965.

However, the parties wished the following points to be clearly understood:—

- (i) Government and the Federation of Kenya Employers, on behalf of its members, have undertaken—
 - (a) that the maximum possible number of additional workers who were engaged under the Agreement will be absorbed into employers' permanent establishments; and that, in any case,
 - (b) no additional worker engaged for the purpose of complying with the Agreement will be discharged before he has completed fourteen months' employment with the employer.
- (ii) The Kenya Federation of Labour has undertaken to advise its affiliates that—
 - (a) all available machinery should be used for negotiating wages and other issues; but that,
 - (b) such negotiations should be conducted keeping in view the need to encourage the retention of all additional workers who were employed under the Tripartite Agreement.

The spokesman said that Government wish to take this opportunity of congratulating both sides of industry on the accomplishments achieved by the Agreement and he expressed the hope that such achievements would not be marred by irresponsible behaviour upon the termination of this voluntary and unique temporary measure.

GAZETTE NOTICE NO. 20

EAST AFRICAN COMMON SERVICES ORGANIZATION

EAST AFRICAN CUSTOMS AND EXCISE DEPARTMENT

NOTICE

NOTICE is hereby given that the undermentioned goods will be sold by Public Auction at the Customs Warehouse on 7th February 1966 at 9.00 a.m. if not cleared before that date:—

Custom House,
Mombasa.

G. M. WANDERA,
Regional Commissioner of Customs and Excise, Kenya (South).

SEIZED GOODS LYING IN CUSTOMS WAREHOUSE FOR OVER TWO MONTHS

60 Straw Baskets.
3 Wrist Watches.
3 Wrist Watches.
1 case c.p. goods.

UNENTERED GOODS LYING IN CUSTOMS WAREHOUSE FOR OVER TWO MONTHS

W.E.K. No. and Date	Ship's Name	Whence Imported	Marks	Goods
225/10-6-65	Moanda	North 12-3-65	NIL Companex 27 Chausis de Ware Genulu-Loux Belgique Destination Gobelmo 4632.	43 pieces galvanized pipes. 1 crate agricultural machinery parts.
295/6-8-65	African Grove ..	South 6-4-65	NIL NIL 76.5.169 606, 548	2 crates wire mesh; 1 bundle springs.
322/16-8-65	Mormacisle ..	S. East 31-5-65	From R. A. Garver c/o International Feature Service 30-E-42D-5 New York.	1 crate wire mesh. 1 case books.
337/31-8-65	Chantala	South 8-6-65	Alpha Nairobi via Mombasa Indent No. 11 1-100. Bhavanji Mombasa	1 carton "Trill" birds food.
364/20-9-65	Mokaria	North 25-6-65	NIL Impex MV 13d Nairobi via Mombasa	1 drum chemicals. 1 case taps.
368/9-9-65	Yalou	South 10-6-65	Garbel A 108 N 10	1 case spanners.
374/25-9-65	Hanse	North 17-4-65	M S & Co. 7381 Nairobi via Mombasa or NIL. B N C or NIL	2 paper bags rubber mouldings.
			NIL	1 roll wire netting.
			Friends Somji Jinja via Mombasa ..	7 coils wire.
382/25-9-65	Clan Macintyre ..	South 27-6-65	Base NPS Kisumu via Mombasa ..	3 coils wire; 1 bundle iron sheets; 1 carton empty bottles.
391/5-10-65	Thompson Lykes ..	South 7-7-65	Regn. Re MOW 4945 D/R 26/64 Mbale via Mombasa.	3 cartons condensed milk.
392/5-10-65	Thorsdrake ..	South 8-7-65	Shruti RU/6 Kampala via Mombasa ..	16 cartons soap.
393/5-10-65	Temple Main ..	South 13-7-65	Canadian Pacific Express Company Label No. 4947/8.	1 loose steel pipe.
			NIL	1 bag rice.
			G A N 10398 Nairobi via Mombasa 1133/2.	1 carton vinegar.
394/5-10-65	Braemar Castle ..	North 6-7-65	84/792/R 267 RCA R I E A Mombasa Mr. E. H. Muluhya Anyamba Mombasa.	2 cartons personal effects.
395/25-9-65	African Mercury ..	South 25-4-65	M G Kampala Mombasa 5047/2-3 ..	1 carton steel wool; 1 carton lids; 1 carton solid stencil ink; 1 carton steel pipes.
			NIL	1 case electrical machinery parts.
			Lion De Lux Rhino Kampala Mombasa -/ 289, 326.	1 case industrial machinery parts.
402/5-10-65	Usambara	North 11-7-65	D E V C O NRB via Mombasa -/ 164 Bagwanji Mombasa No. 125	1 bale personal effects.
			NIL	2 cases nylon fabrics.
			M M & Co. Ltd. for 252/1965 Madhvani Kakira via Mombasa.	5 pieces agricultural machinery parts; 1 piece agricultural machinery parts; 1 carton food flavouring; 1 carton medicines; 1 carton soap; 1 carton cornflour; 1 carton coffee; 1 carton ink; 1 carton pudding packets; 2 cartons corn flakes.
404/18-10-65	Tjipondok	S. East 31-7-65	R M S Ltd. DMP/PAA/1375 Nairobi via Mombasa.	2 bales second-hand clothing.
			Mussa Jetha K A C A C/30 Mombasa -/ 294.	1 bale second-hand clothing.
			NIL	1 roll wire netting.
405/18-10-65	Ferdinand de Lesseps	North 16-7-65	F E H R CINCO Rotterdam	1 bag chemicals.
			Chakar Rotterdam	4 bags fertilizer.
406/18-10-65	Uganda	South 12-7-65	Strabag Chisimalo Somalia via Mombasa 158/66.	1 carton industrial machinery parts.
			A E AL Mombasa -/ 824	1 carton crockery.
407/25-9-65	City of Coventry ..	North 15-4-65	900285 Case I	1 case kettles.
			360 OK Bazaars J 469	1 bag cassia.
			NIL	2 bags cassia.
			M.G. Kampala via Mombasa -/ 1 ..	2 tyres size 12-0-8; 1 carton tubes size 12-0-8.
			Pole J.S. Jinja via Mombasa -/ 1.10 ..	2 bags malt.
			Malin 5076 Jinja via Mombasa ..	1 crate industrial machinery parts.
408/18-10-65	Tjibantjet	South 18-7-65	N A 65 NAAFI Eastleigh via Mombasa Kanti Indent B 431062/65 Mombasa -/ 90.	1 carton green pea soup.
409/18-10-65	Congo Moko ..	North 2-8-65	G. Jevant 29854 Blantyre via Beira -/ 19.	2 cartons corn flakes; 5 coils wire; 1 bundle hardware.
			NIL	1 bale nylon piece goods.
			Jos Hansen Soenhe Ltd. Nairobi Kenya Mombasa P.O. Box 30196 -/ 8756	10 cartons sugar confectionery.
			Vestrow X 984 or J. H. S. Nairobi via Mombasa Vestyron X 984 -/ 8756.	1 bale empty paper bags.
			J.H.S. Nairobi via Mombasa Vestyron X 984.	1 carton soap powder.
			Iran Joram Oula Kakuzi Fibre Nairobi Kenya No. 100 Mombasa.	1 case tomato sauce.
			Central Pharmacy Ltd. 103/1 Kenya P.O. Box 35 Mombasa.	1 carton rubber balls.
				3 cases advertising printed wood panels; 1 bag hardware.
				1 carton samples of rubber moulding.
				1 carton instant pudding; 1 carton crockery; 4 cartons empty bottles.
				1 case personal effects.
				1 case medicines.

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

W.E.K. No. and Date	Ship's Name	Whence Imported	Marks	Goods
410/25-9-65	Zuiderkerk ..	South 22-4-65	K O C 1/6 Machakos via Mombasa ..	1 carton empty bottles.
411/18-10-65	Camphuys ..	North 7-7-65	NIL	2 cases dates.
412/18-10-65	Indiana ..	North 7-8-65	NIL	69 reels barbed wire.
413/17-10-65	Norefjord ..	North 11-5-65	NIL	3 reels printing paper; 8 bales second-hand clothing.
414/18-10-65	Heemskerk ..	North 27-8-65	T A J 28 Dar es Salaam -/ 275 .. T A J 28 Mombasa -/ 271 .. NIL .. Rev. Padre Cesre Assili Catholic Mission Arusha SR. 105. B N L K L A or NIL .. Electronics Ltd. Kampala Uganda No. 30453 PH 45 Mombasa.	1 carton crockery. 1 carton crockery. 9 coils wire. 1 case statues. 41 coils wire. 1 case electrical machinery parts.
415/18-10-65	Clan Macindoe ..	N. East 24-7-65	NIL .. Duty Paid NG.65 NAAFI Eastleigh via Mombasa 299352. NIL .. Mr. G. C. Muiruri Mombasa .. Rev. J. N. Onyango, Mombasa P.O. Box 9860 Mombasa, Catholic Secretariat.	1 tyre size 750-16-8. 1 carton coffee. 1 carton "Trice" pudding rice. 1 trunk personal effects. 1 t/chest second-hand books.
416/18-10-65	Risano ..	North 12-8-65	TOM X 1058 Kampala via Mombasa -/ 73. 95. NIL ..	2 bundles buckets.
417/18-10-65	Idefjord ..	North 29-7-65	J.C.J. Mombasa 1.2.3.4.5.6. .. NIL .. Alibhai Shariff Nairobi via Mombasa CLX Plain. Danish Consulate P.O. Box 235 Kampala, Uganda via Mombasa. Consulate de Denemark Box Postale 330 Usumbura via Burundi, Mombasa, Afrique No. 03111. Consulate Royal de Denemark c/o Old East P.B.11 Kigali, Rwanda, Afrique 3110 -/ 1/3. NIL or Swedish Red Cross .. Kanti Nairobi ..	2 bundles buckets. 6 packages personal effects. 2 bundles newspapers. 1 bundle coir mats. 1 case books. 1 case books. 3 cases books.
419/25-9-65	Drammensfjord ..	North 28-6-65	NIL .. I.K. Ltd. Nakuru via Mombasa .. A. Alpan Israel Emb. Nairobi 16655. .. Balphae KLA/81 480 AC Kampala via Mombasa.	1 bag second-hand clothing. 6 bags gram. 8 pieces soft board. 1 crate sinks. 1 case bottle cooler. 1 carton matches.
421/18-10-65	African Mercury ..	South 16-7-65	NIL .. L TEA 6567 Nairobi via Mombasa 5065 1/2. Miss Anne Kemp-Emeir, Programme Asst. U.N. Technical Asst. Board and Special Fund, Embassy House, Box 4046, Kampala, Uganda. American Embassy Kigali, Rwanda E 12044/1-2.	3 cartons empty bottles. 2 cases shirts. 1 caes booklets (printed matter).
422/5-10-65	Trevalgan ..	South 13-7-65	Express Transport Co. Uganda Ltd. P.O. Box 2594, Kampala, Uganda, Shipping Ref. No. E 399 No. 156, 248, 813, 936. Broliver 9362, Nairobi via Mombasa ONU 616-618 Butare via Mombasa ..	2 cases printed matter. 4 cartons plasticware.
423/18-10-65	Si-Kiang ..	N. East 18-7-65	..	3 loose pieces industrial machinery parts. 3 cases books.
424/18-10-65	Ranenford ..	South 14-7-65	O T M 1060 Mbale via Mombasa ..	1 carton matches.
425/18-10-65	Kate ..	South 12-8-65	J I W 310/91/65 Mombasa ..	1 drum caustic soda.
426/18-10-65	Kenneth Mackay ..	South 22-5-65	H.S.C.K.N. MJ. TR.75 Moumdou via Potte Noird. D E V H I R A R C C O Mombasa .. Saladins Nairobi via Mombasa A 220 54332. Saladins Nairobi via Mombasa R 820, 54320. A.A. Ltd. DRIP/PAA/14/8 Kampala via Mombasa -/ 56. Congo DDA via Mombasa CDE/ 3199/101.	1 bale second-hand clothing. 2 bales second-hand clothing. 1 parcel empty paper bags.
427/18-10-65	Port Louis Maru ..	S. East 20-5-65	..	1 parcel empty paper bags.
432/25-9-65	H. Oldendorff ..	South 28-6-65	..	1 roll carpet.
433/18-10-65	Kampala ..	North 25-7-65	NIL	1 case lavatory appliances.
434/25-9-65	Nederebro ..	South 28-6-65	EN CASE 597/403 Port of Spain ..	1 bundle second-hand beds.
436/18-10-65	Mohasi ..	North 3-5-65	NIL	1 reel craft paper.
456/18-10-65	Nordwind ..	South 28-7-65	G.T.A. YCK Port Louis, Mauritius. .. A. N. Le Harve ..	1 carton glass tumblers; 1 crate tiles. 1 crate lavatory appliances. 1 piece black wood.
MOP/6/65	Munir ..	North 6-9-65	A.G.A.	5 bundles dik-dik skins.
MOP/4-65	Mvita ..	South 8-4-65	NIL	1 bag coir fibre.

UNCLAIMED GOODS LYING IN CUSTOMS WAREHOUSE FOR OVER TWO MONTHS

Q. No.	Ship's Name	Marks	Goods
238	Unknown	NIL	1 lot spring file clips; 1 lot door hinges; 2 bottles Fiberlay catalyst liquid; 10 bottles Tequila; 1 lot bolts for tightening cables; 4 bags cement coating; 14 tins provisions; 1 china clay jar.
239	Admiralty Crest ..	NIL	79 pieces second-hand clothing; 2 pieces iron bars; 4 hand drills; 10 tins repair solution (1 tin empty).
240	Karanja	NIL	12 ladies handbags; 7 bed sheets; 2 towels; 4 pairs shoes; 4 mens odd shoes; 7 ladies odd shoes; 2 lanterns; 2 empty jewellery boxes.

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

Q. No.	Ship's Name	Marks	Goods
241	Ruysdael	NIL	35 metal hose connectors; 9 rubber mats.
242	Thorsriver	NIL	20 pairs second-hand trousers.
243	Unknown	NIL	179 packets breakfast food; 739 tubes Colgate dental cream; 6 cartons empty tins; 9 cartons retreading material.
244	Omisi	NIL	2 pieces matchets.
245	Straat Clement	NIL	23 tins provisions.
246	Unknown	H O M S.O. Nairobi via Mombasa H.O.M. (N.F.C.)08 Nairobi via Mombasa.	1 bag sugar. 5 bags sugar.
247	Clan Urquhart	NIL	3 boxes sweets; 10 tins Hi-Molly oil; 1 cricket ball; 24 packets Royal instant pudding; 24 bottles Dettol; 6 analysis books; 1 tin Ovaltine; 1 tin dog food; 4 boxes confectionery; 1 shock absorber; 3 tins provisions; 5 gallons cottonseed oil; 1 matchet.
248	Amra	NIL	5 ladies second-hand dresses; 6 door handles with clamps; 3 towels; 3 ladies sarees; 1 bed sheet; 117 packets cosmetics; 305 spoons; 8 brake clamps.
249	Mobeka	NIL	13 pieces second-hand clothing; 5 pieces rags; 6 dozen screw drivers; 1 shock absorber; 7 packets machine tool sets; 2 packets (incomplete) machine tool sets; 5 loose screw drivers; 14 pieces tools; 4 tins Meteor tape; 5 soap trays; 1 brush; 7 pieces hinges; 2 odd shoes; 2 packets maize flour; 2 pressure cooker handles; 1 packet buttons; 3 pieces shelf brackets; 1 curtain suspender.
251	Chilka	NIL	19 packets Shredded Wheat; 12 blocks solid stencil ink; 18 packets Modeline clay; 39 pieces plastic loops; 50 caps; 33 bottles Dip cleansers; 1 roll tyre retreading rubber; 1 lot suction rubber pieces; 46 packets Kleenex tissues; 46 packets Kotex towels; 1 piece handisprayer; 4 bottles provisions; 1 tin Reeves colour powder; 1 piece hoe head; 1 piece grinding stone; 1 fork.
253	Unknown	NIL DPR.504126 NIL DPR.369544 NIL DPR.41481	1 carton tinned fish. 1 carton beef and liver soup tins. 1 parcel advertising material.
254	Ruysdael	C.B. NBI. MSA No. 88 DPR.447866 NIL	1 truss books. 2 tins margarine; 10 bicycle tubes; 2 bath scales; 3 dozen plates; 1 ice plate; 24 fuse connectors; 2 cycle parts; 3 cycle mudguards; 2 pairs trousers; 1 tool; 1 plastic tube; 1 fuse box; 3 tins dog food; 1 bottle provisions; 1 tin lamb dinner; 2 pick axes; 1 electric kettle; 1 motor car battery; 1 bicycle pump.
255	Usaramo	NIL	1 electric mixer; 1 electric iron; 1 electric kettle element; 1 piece plasticware; 6 pieces machinery parts; 4 empty plastic boxes.
256	Port Police	L & F No. 4/65	1 bicycle.
256	Port Police	L & F No. 75/67	1 bicycle.
256	Port Police	L & F No. 222/64	1 bicycle.
257	State of Bombay	NIL	9 bed sheets; 23 towels; 3 pieces r.p. goods.
258	Misaki Maru	NIL	2 rubber balls; 3 cans lubricating oil; 3 screw drivers.
259	Chindwara	NIL	1 lot toilet soap; 1 tin lubricant (7 lb.); 1 tin bottle capsules; 3 packets carbon paper.
260	Port Police	Exhibit No. 1 44/64 EBA 114/64	1 wallet.
260	Port Police	Exhibit No. 1 36/65 EBA 51/65	1 pair socks; 4 radio batteries.
261	Unknown	NIL	2 reels printing paper; 2 bundles second-hand newspapers; 1 bundle plywood.
261	Unknown	P P C L 81678 Nairobi via Mombasa.	1 reel printing paper.
262	Uganda	Bird P.O. Box 10, Ruiru, Kenya, W.O.V. Baggage Overcarried by s/s Uganda.	2 folding chairs.
263	Ranenfjord	NIL	3 odd shoes; 2 jerseys (torn); 1 shirt; 1 incomplete set chess game; 1 blanket; 1 bed cover.
264	Braemar Castle	NIL	7 bottles Quink ink; 8 boxes fruit pastilles; 8 boxes brass C hose coupling; 15 bottles Bovril; 7 bottles malt vinegar; 2 bottles Heinz sauce; 23 tins asparagus soup; 6 boxes corn flakes; 4 boxes Skrip ink; 3 broken Thermos flasks; 3 "Wego" transformers; 48 tins Triangle asparagus tips; 4 bottles Lemon Barley squash; 4 boxes Gestetner papers; 12 rolls gum tape; 3 empty milk bottles; 24 tins orange juice.
267	Mokaria	NIL	19 glass tubes; 4 test tubes; 3 pick heads; 1 broom; 1 cistern lid; 1 second-hand overcoat; 2 cycle spanners.

ABANDONED GOODS LYING IN CUSTOMS WAREHOUSE FOR OVER TWO MONTHS

2 bales—40 pieces second-hand clothing.
5 pieces sockets.
1 piece bend with door socket.
6 pieces manhole covers.

DEPOSITED GOODS LYING IN CUSTOMS WAREHOUSE FOR OVER TWO MONTHS

Receipt No. and Date	Name and Address	Goods
7938/5-10-65	M/s. Southern Lines Ltd., Mombasa	5,600 cigarettes; 115 cigars; 96 small beers; 6 bottles whisky; 17 bottles still wine; 11 bottles gin.

BONDED GOODS DUE FOR SALE IN DEFAULT OF RE-WAREHOUSING

Bond	Entry No. and Date	Importer	Goods
23	Re-Whg. 936/27-9-63	M/s. Cordian House c/o M/s. The Bank of Baroda Ltd., Nairobi	3 cases orange concentrate.
23	Re-Whg. 937/27-9-63	M/s. Cordian House, c/o M/s. The Bank of Baroda Ltd., Nairobi	6 cases orange concentrate.

GAZETTE NOTICE No. 21

THE EAST AFRICAN INDUSTRIAL LICENSING
ORDINANCE, 1953

(Section 8)

APPLICATION FOR THE TRANSFER OF AN INDUSTRIAL LICENCE

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

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

F. MAINA,

for Registrar.

Nairobi,
28th December 1965.

P.O. Box 30462, Nairobi.

GAZETTE NOTICE No. 22

GORDON CHARLES PETTITT, DECEASED

NOTICE is hereby given, pursuant to section 29 of the Trustee Act (Cap. 167), that any person having a claim against or an interest in the estate of the late Gordon Charles Pettitt of P.O. Box 12996, Nairobi, who died at Nairobi on 22nd November 1965, is hereby required to send particulars in writing of his or her claim or interest to Barclays Bank D.C.O., Trustee Department, P.O. Box 30356, Nairobi, before 7th March 1966, after which date the administrators will distribute the estate among the persons entitled thereto having regard only to the claims and interests of which they have had notice and will not as respects the property so distributed be liable to any person of whose claim they shall not then have had notice.

Dated the 22nd day of December 1965.

BARCLAYS BANK D.C.O.,

Trustee Department,

P.O. Box 30356, Nairobi.

GAZETTE NOTICE No. 23

ESTATE OF THE LATE JOHN LIVERSAGE TURTON

To All To Whom It May Concern

TAKE NOTICE that all persons having any claims against or owing money to the above-named John Liversage Turton late of Sonop, Brits, Transvaal, Republic of South Africa, who died at Sonop aforesaid on 14th December 1964, are requested to prove such claims or to pay the amount due as the case may be to The Standard Bank Limited, P.O. Box 30299, Nairobi, Kenya, on or before the 1st day of March 1966, after which date the estate of the said deceased will be distributed or administered according to law having regard only to the claims against the estate of which we the said Bank shall then have notice.

Dated the 22nd day of December 1965.

THE STANDARD BANK LIMITED,

Trustee Branch,

P.O. Box 30299, Nairobi,

Attorney Administrator.

GAZETTE NOTICE No. 24

JASWANTRAI CHATURBHUI NATHWANI, DECEASED

NOTICE is hereby given, pursuant to section 29 of the Trustee Act (Cap. 167), that any person having a claim against or an interest in the estate of the late Jaswantrai Chaturbhui Nathwani of Eldoret in the Republic of Kenya, who died on the 13th day of March 1965, at Timboroa, is hereby required to send particulars in writing of his or her claim or interest to the undersigned before the 15th day of March 1966, after which date the administratrix will distribute the estate among the persons entitled thereto, having regard only to the claims and interests of which she shall have had notice and will not as respects the property so distributed be liable to any person of whose claim she shall not have had notice.

Dated this 29th day of December 1965.

D. G. JOSHI,

Advocate, Raja Building,
P.O. Box 10889, Nairobi

GAZETTE NOTICE No. 25

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. 277 OF 1965

By Edwin Alfred Bristow of P.O. Box 111, Nairobi in Kenya, the attorney of Olive Edgson, described in the certified copy of the will as Olive Prinsloo of P.O. Box 196, Pretoria, Transvaal in South Africa, the executrix named in the will of the deceased, through Messrs. Kaplan and Stratton, advocates of Nairobi, for resealing in Kenya, grant of letters of administration with will annexed granted by the High Court of Tanganyika of the estate of Dennis Francis Edgson of Dar es Salaam in Tanzania, who died at Dar es Salaam aforesaid on the 7th day of January 1965.

(2) CAUSE No. 278 OF 1965

By (1) Shantilal Ramji Shah, (2) Kishorilal Ramji Shah and (3) Mulchand Manekchand Shah of P.O. Box 6243, Nairobi in Kenya, the executors named in the will of the deceased, through M. J. Bhatt, Esq., advocate of Nairobi, for a grant of probate of the will of Ramji Dharamshi Shah of Nairobi in Kenya, who died at Mombasa in Kenya, on the 10th day of August 1964.

(3) CAUSE No. 279 OF 1965

By (1) Godavariben d/o Popat Raja, (2) Rambhaben d/o Popat, and (3) Sakerben d/o Popat Raja, described in the will as Godavariben, Rambhaben and Sakerben, respectively, all of P.O. Box 3755, Nairobi in Kenya, three of the executors named in the will of the deceased, through M. J. Bhatt, Esq., advocate of Nairobi, for a grant of probate of the will of Popat Raja of Nairobi in Kenya, who died at Nairobi aforesaid on the 16th day of February 1964.

(4) CAUSE No. 280 OF 1965

By Kantaben Thakordas Prabhuhai Mistry of P.O. Box 150, Nanyuki in Kenya, the widow of the deceased, through M. D. Patel, Esq., advocate of Nairobi, for a grant of letters of administration intestate of the estate of Thakordas Prabhuhai Mistry of Nanyuki aforesaid, who died at Nairobi in Kenya, on the 2nd day of January 1965.

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

Nairobi,
30th December 1965.M. F. PATEL,
Deputy Registrar,
High Court of Kenya, Nairobi.

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

GAZETTE NOTICE No. 26

IN THE HIGH COURT OF KENYA AT NAKURU

PROBATE AND ADMINISTRATION

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

CAUSE No. 20 OF 1965

By Ronald Albert Langridge of P.O. Box 6034, Rongai in Kenya, the sole executor named in the will of the deceased, through Kanti J. Patel, Esq., advocate of Nakuru, for a grant of probate of the will and first codicil of the late William Henry Langridge of Rongai aforesaid, who died at Nakuru in Kenya, on the 8th day of April 1965.

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

Nakuru,
23rd December 1965.S. K. SACHDEVA,
District Delegate,
High Court of Kenya, Nakuru.

Note.—The will and first codicil mentioned above are deposited and open to inspection at the Court.

GAZETTE NOTICE No. 27

IN THE HIGH COURT OF KENYA AT NAKURU
PROBATE AND ADMINISTRATION

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

CAUSE No. 19 of 1965

By Nanduba widow of Bhikhubhai Prabhatsingh Parmar (otherwise Bhikhubhai Prabhatsingh Parmar) of Subukia in Kenya, the widow of the deceased, through Messrs. Cresswell Mann and Dod, advocates of Nakuru, for a grant of letters of administration intestate of the estate of Bhikhubhai Prabhatsingh Parmar (otherwise Bhikhubhai Prabhatsingh Parmar) of Subukia aforesaid, who died at Subukia on the 14th day of August 1964.

This Court will proceed to issue the same unless cause be shown to the contrary and appearance in this respect entered on or before the 11th day of January 1966.

Nakuru,
17th December 1965.

S. K. SACHDEVA,
*District Delegate,
High Court of Kenya, Nakuru.*

GAZETTE NOTICE No. 28

IN THE HIGH COURT OF KENYA
AT MOMBASA DISTRICT REGISTRY

BANKRUPTCY JURISDICTION CAUSE No. 6 of 1962

Re: *Ved Parkash Saligram Jangda, formerly trading as Changamwe Circle Store, debtor*

NOTICE TO OFFICIAL RECEIVER AND TRUSTEE OF APPLICATION FOR DISCHARGE

THE above-named bankrupt having applied to the Court for his discharge, the Court has fixed the 17th day of January 1966, at 2.30 o'clock in the afternoon, at the Senior Resident Magistrate's Court at Mombasa, for hearing the application.

Dated at Mombasa this 11th day of December 1965.

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

GAZETTE NOTICE No. 29

THE BANKRUPTCY ACT
(Cap. 53)FIRST MEETING OF CREDITORS
(Summary Case)

Debtor's name.—Sochait Singh s/o Kishen Singh, formerly trading as Forest Road Service Station.

Address.—P.O. Box 2472, Nairobi.

Description.—Trader.

Court.—High Court of Kenya at Nairobi.

No. of matter.—B.C. 15 of 1965.

Date of first meeting.—26th January 1966.

Hour.—2.30 p.m.

Place.—Conference Room, State Law Office, Harambee Avenue, Nairobi.

Date of order for summary administration.—9th December 1965.

Nairobi,
30th December 1965.

M. L. HANDA,
Deputy Official Receiver.

GAZETTE NOTICE No. 30

THE BANKRUPTCY ACT
(Cap. 53)

NOTICE OF ORDER MADE ON APPLICATION FOR DISCHARGE

Debtors' names.—(1) Girdharlal Madhavji Raithatha and (2) Maganlal Bhavindas Raithatha.

Address.—P.O. Box 1778, Nairobi.

Descriptions.—(1) Salesman and (2) Store clerk.

Court.—The High Court of Kenya, P.O. Box 30041, Nairobi.

No. of matter.—B.C. 101 of 1961.

Date of order.—12th November 1965.

Date of issue.—24th December 1965.

Nature of order made.—Discharge suspended for seven years.

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

GAZETTE NOTICE No. 31

IN THE HIGH COURT OF KENYA AT NAIROBI
IN BANKRUPTCY CAUSE No. 91 of 1961

Re: *Gulabchand Ramji Shah, formerly trading as Gulabchand Ramji, bankrupt*

THE bankrupt having applied to the Court for his discharge, the Court has fixed Friday, the 28th day of January 1966, at 10.30 o'clock in the forenoon, at Law Courts, Nairobi, for hearing the application.

Dated this 24th day of December 1965.

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

GAZETTE NOTICE No. 32

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

AND

IN THE MATTER OF GLENLEE ESTATE LIMITED

MEMBERS' VOLUNTARY WINDING UP
(Rule 51)

Name of the Company.—Glenlee Estate Limited.
Address of registered office.—Vedic House, Queensway, Nairobi.
Registered postal address.—P.O. Box 312, Nairobi.
Nature of business.—Farming.
Liquidator's name.—Gerald Frederick Carlisle.
Address.—P.O. Box 312, Nairobi.
Date of appointment.—28th December 1965.
By whom appointed.—The members.

Nairobi,
28th December 1965.

G. F. CARLISLE,
Liquidator.

GAZETTE NOTICE No. 33

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

AND

IN THE MATTER OF GLENLEE ESTATE LIMITED

MEMBERS' VOLUNTARY WINDING UP

NOTICE is hereby given that at an extraordinary general meeting of the members of Glenlee Estate Limited held at the Mnarani Club, Kilifi, on 28th December 1965, the following special resolution was duly passed:—

"THAT the Company be wound up voluntarily as a members' voluntary winding up and that Gerald Frederick Carlisle of P.O. Box 312, Nairobi, be and is hereby appointed liquidator for the purpose of such winding up."

Creditors of the Company are required, on or before 28th February 1966, to send full particulars of all claims they may have against the said Company to the undersigned, the liquidator of the said Company, and, if so required by notice in writing from the said liquidator, personally or by their advocates to come in and prove their debts or claims set out in such notice, or in default thereof they may be excluded from the benefit of any distribution made before such debts are proved.

Nairobi,
28th December 1965.

G. F. CARLISLE,
*Liquidator,
P.O. Box 312, Nairobi.*

GAZETTE NOTICE No. 34

THE SOCIETIES ACT
(Cap. 108)

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

SCHEDULE

East African Branch of the Royal Signals Association.
Pharmaceutical Society of East Africa.
Nairobi Hawkers Traders Association.
Likoni Township Lease Holders' and Tenants' Association.

Dated this 30th day of December 1965.

R. D. McLAREN,
Assistant Registrar of Societies.

GAZETTE NOTICE No. 35

THE SOCIETIES ACT

(Cap. 108)

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

SCHEDULE

Abagusii Union (E.A.), Kericho Branch.
Elgon Nyanza African Chamber of Commerce.
Kiri-Nyaga Welfare Association of East Africa, Nanyuki Branch.
Molo, Mau Summit and Turi Settlers' Association.
East African Hides and Skins Dealers Association.
Bukusu Union, Kimilili Location.
East African Brahmin Sabha, H.Q. Nairobi.
Kenya Coloured Union.
Kakamega Society, Mombasa.
Uholo Location Society.
Sueir People Society, Mombasa.
Abagusii Union (East Africa), Mombasa Branch.
Luo Union (East Africa), Kasigunga Branch.
Luo Union (East Africa), Alego Branch.
Abamarachi Society, Eldoret.
Kotetini Association, Nairobi.
Bernard Estate Association.
Eldoret Maragoli Association.

Dated this 30th day of December 1965.

R. D. McLAREN,
Assistant Registrar of Societies.

GAZETTE NOTICE No. 36

THE SOCIETIES RULES

(Cap. 108, Sub. Leg.)

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

- the societies listed in the First Schedule hereto have been registered; and
- the societies listed in the Second Schedule hereto have been exempted from registration; and
- the society listed in the Third Schedule hereto has been refused registration,

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

FIRST SCHEDULE

Name of Society	Date Registration Effectuated
Independent Assemblies of God (Kenya)	22-12-65
Ulina Society (E.A.) North Ugenya	22-12-65
Abaluhya Ivani Society	22-12-65
Nyikwa Halwenge Union	22-12-65
Mombasa Anjuman Islam	22-12-65
African Israel Church, Miwani Branch	22-12-65
Oringi Union East Alego (Kenya)	22-12-65
Ngong Hills Safari Club	22-12-65
Ebunyonje Peoples Society	28-12-65
Nairobi Ramy Club	28-12-65

SECOND SCHEDULE

Name of Society	Date Exemption Effectuated
City Brewery Sports and Social Club	28-12-65
Trained Midwives Association of Kenya, Kiambu Branch	28-12-65
Kenya Hospitals' Christian Fellowship	28-12-65
Family Planning Association of Kenya, Meru Branch	28-12-65
Din Bandhu Samaj	28-12-65

THIRD SCHEDULE

Name of Society	Date of Refusal
Kenya African National Union, Chuka Sub-branch	24-12-65

Dated this 30th day of December 1965.

R. D. McLAREN,
Assistant Registrar of Societies.

GAZETTE NOTICE No. 37

THE SOCIETIES RULES

(Cap. 108, Sub. Leg.)

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

SCHEDULE

Nairobi Badminton Association to Kenya Badminton Association.

Dated this 30th day of December 1965.

R. D. McLAREN,
Assistant Registrar of Societies.

GAZETTE NOTICE No. 38

(LND. 2/LC/246/1)

CENTRAL NYANZA DISTRICT
THE LAND ADJUDICATION ACT

(Cap. 283)

NOTICE

IN ACCORDANCE with the provisions of section 5 (1) of the Land Adjudication Act (Cap. 283), I, the Adjudication Officer for Central Nyanza District, do hereby declare the following areas to be adjudication sections:—

North Gem Location

1. Uranga Sublocation.
2. Lundha Sublocation.
3. Malunga Sublocation.
4. Nyamminia Sublocation.
5. Asayi Sublocation.
6. Anyiko Sublocation.
7. Jina Sublocation.
8. Maliera Sublocation.
9. Siriwa Sublocation.
10. Lihanda Sublocation.

South Gem Location

11. Gombe Sublocation.
12. Kanyidet Sublocation.
13. Ulanga Sublocation.
14. Kambare Sublocation.
15. Dienya Sublocation.
16. Ndori Sublocation.
17. Rera Sublocation.
18. Nyandiwa Sublocation.
19. Kagilo Sublocation.
20. Wagai Sublocation.
43. Nyawara Sublocation.

Buholo Location

26. Asango Sublocation.
27. Magoya Sublocation.
28. Madungu Sublocation.
29. Ugunja Sublocation.
30. Got Osimbo Sublocation.

North Ugenya Location

21. Uyundo
22. Nyalenya.
23. Kathieno "A".
24. Kathieno "B".
25. Jera.

Kisumu Location

31. Karateng' Sublocation.
32. Marera Sublocation.

South Ugenya Location

33. Ruwe Sublocation.
34. Yiro Sublocation.

East Alego Location

35. Kogelo Sublocation.

North Nyakach Location

36. Kabodho East Sublocation.

South Nyakach Location

37. Kadiang'a West Sublocation.
38. West Koguta Sublocation.

Seme Location

39. Kolunje Sublocation.
40. Kaila Sublocation.
41. Rata Sublocation.

Sakwa Location

42. Migwenya Sublocation.

2. The boundaries of these Sublocations are shown on a map available in the Lands Office, Kisumu.

3. The rights and interests in land within these sections shall henceforward be ascertained and recorded in accordance with the provisions of the said Act.

4. Any individual person claiming any right or interest in any land within these adjudication sections is required to present his claim thereto to the Committee duly appointed either in person or by representation according to Native Law and Custom from this 1st day of December 1965, forward and before 30th May 1966.

5. Any individual person claiming to be a land-owner may be required to point out the boundaries of the land to which he claims to be the owner to at least five members of the lawfully appointed Adjudication Section Committee concerned in such a manner and such a date as that Committee shall prescribe.

6. No person shall institute and no African Court shall take cognizance of or proceed with or continue to hear and determine any proceedings in which the ownership or the existence under Native Law and Custom of any right or over land in the adjudication sections hereby declared.

7. It is to any individual's best interest that he should have his land properly hedged and any outstanding disputes finalized before the adjudication period provided by the Act is over.

Dated this 1st day of December 1965.

S. J. MWANGI,
Adjudication Officer,
Central Nyanza District.

GAZETTE NOTICE No. 39

THE COUNTY COUNCIL OF KIPSIGIS

NOTICE OF TIME AND PLACE FOR NOMINATIONS

THE seat shown in Column 4 of the Schedule hereto will become vacant on 31st December 1965, due to the rotational retirement of the Councillor named in Column 3.

An election is to be held of a Councillor to serve on the County Council of Kipsigis for the electoral area shown in Column 1 of the Schedule hereto.

Nomination papers may be delivered by the candidates to the Returning Officer at the Council Chamber, Kericho, between the hours of eight o'clock in the morning and noon on 15th January 1966.

Forms of nomination may be obtained at the office of the Clerk of Council, County Council of Kipsigis, Kericho, on any week-day 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.

SCHEDULE

1	2	3	4
Electoral Area	No. of Councillors	Retiring Councillor	
Location 5/ Itembe.	1	Cllr. Samson A. Tuimising	Former member.

Kericho,
23rd December 1965.

B. E. OSARE,
Returning Officer.

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, 1963.

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

GAZETTE NOTICE No. 40

THE COUNTY COUNCIL OF KIPSIGIS

NOTICE OF TIME AND PLACE FOR NOMINATIONS

THE seat shown in Column 4 of the Schedule hereto will become vacant on 31st December 1965, due to the rotational retirement of the Councillor named in Column 3.

An election is to be held of a Councillor to serve on the Bomet Area Council for the electoral area shown in Column 1 of the Schedule hereto.

Nomination papers may be delivered by the candidates to the Returning Officer at the Council Chamber, Kericho, between the hours of eight o'clock in the morning and noon on 15th January 1966.

Forms of nomination may be obtained at the office of the Clerk of Council, County Council of Kipsigis, Kericho, on any week-day 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.

SCHEDULE

1	2	3	4
Electoral Area	No. of Councillors	Retiring Councillor	
Location 4	1	Cllr. Kipkemoi A. Korir	Former member.

Kericho,
23rd December 1965.

B. E. OSARE,
Returning Officer.

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, 1963.

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

GAZETTE NOTICE No. 41

THE COUNTY COUNCIL OF KIPSIGIS

NOTICE OF TIME AND PLACE FOR NOMINATIONS

THE seat shown in Column 4 of the Schedule hereto will become vacant on 31st December 1965, due to the rotational retirement of the Councillor named in Column 3.

An election is to be held of a Councillor to serve on the Lumbwa Area Council for the electoral area shown in Column 1 of the Schedule hereto.

Nomination papers may be delivered by the candidates to the Returning Officer at the Council Chamber, Kericho, between the hours of eight o'clock in the morning and noon on 15th January 1966.

Forms of nomination may be obtained at the office of the Clerk of Council, County Council of Kipsigis, Kericho, on any week-day 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.

SCHEDULE

1	2	3	4
Electoral Area	No. of Councillors	Retiring Councillor	
Chakaik ..	1	Cllr. Dominic Ongondo ..	Open seat.

Kericho,
23rd December 1965.

B. E. OSARE,
Returning Officer.

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, 1963.

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

GAZETTE NOTICE No. 42

THE COUNTY COUNCIL OF KIPSIGIS

NOTICE OF TIME AND PLACE FOR NOMINATIONS

THE seat shown in Column 4 of the Schedule hereto will become vacant on 31st December 1965, due to the rotational retirement of the Councillor named in Column 3.

An election is to be held of a Councillor to serve on the Belgut Area Council for the electoral area shown in Column 1 of the Schedule hereto.

Nomination papers may be delivered by the candidates to the Returning Officer at the Council Chamber, Kericho, between the hours of eight o'clock in the morning and noon on 15th January 1966.

Forms of nomination may be obtained at the office of the Clerk of Council, County Council of Kipsigis, Kericho, on any week-day 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.

SCHEDULE

1	2	3	4
Electoral Area	No. of Councillors	Retiring Councillor	
Location 9/ South Muhoroni.	1	Cllr. Kipkoske A. Kasiria	Open seat.

Kericho,
23rd December 1965.

B. E. OSARE,
Returning Officer.

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, 1963.

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

GAZETTE NOTICE No. 43

THE COUNTY COUNCIL OF KIPSIGIS

NOTICE OF TIME AND PLACE FOR NOMINATIONS

THE seats shown in Column 4 of the Schedule hereto will become vacant on 31st December 1965, due to the rotational retirement of the Councillors named in Column 3.

An election is to be held of Councillors to serve on the Buret Area Council for the electoral areas shown in Column 1 of the Schedule hereto.

Nomination papers may be delivered by the candidates to the Returning Officer at the Council Chamber, Kericho, between the hours of eight o'clock in the morning and noon on 15th January 1966.

Forms of nomination may be obtained at the office of the Clerk of Council, County Council of Kipsigis, Kericho, on any week-day 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.

SCHEDULE

1 Electoral Area	2 No. of Councillors	3 Retiring Councillor	4
Location 3	1	Cllr. Elijah A. Belyon ..	} Open seat. Former member.
Location 3	1	Cllr. William A. Kelong..	
Location 3	1	Cllr. Mathias A. Koske ..	
Location 3	1	Cllr. Pius A. Kirui ..	

Kericho,
23rd December 1965.

B. E. OSARE,
Returning Officer.

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, 1963.

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

GAZETTE NOTICE No. 44

THE COUNTY COUNCIL OF KIPSIGIS

NOTICE OF TIME AND PLACE FOR NOMINATIONS

A by-election is to be held of a Councillor to serve on the County Council of Kipsigis for the electoral area shown in Column 1 of the Schedule hereto.

Nomination papers may be delivered by the candidates to the Deputy Returning Officer at the Council Chamber, Kericho, between the hours of eight o'clock in the morning and noon on Saturday, 15th January 1966.

Forms of nomination may be obtained at the office of the Clerk of Council, County Council of Kipsigis, Kericho, on any week-day between the hours of nine in the morning and noon. The Deputy Returning Officer will prepare a nomination paper for signature at the request of a voter.

SCHEDULE

1 Electoral Area	2 No. of Councillors	3 Seat previously held by	4
Location 9/ Muhoroni (part).	1	Cllr. Chief A. C. A. Kerio	Open seat.

Kericho,
24th December 1965.

B. E. OSARE,
Returning Officer.

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, 1963.

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

GAZETTE NOTICE No. 45

BELGUT AREA COUNCIL

NOTICE OF TIME AND PLACE FOR NOMINATIONS

A by-election is to be held of a Councillor to serve on the Belgut Area Council for the electoral area shown in Column 1 of the Schedule hereto.

Nomination papers may be delivered by the candidates to the Deputy Returning Officer at the Council Chamber, Kericho, between the hours of eight o'clock in the morning and noon on Saturday, 15th January 1966.

Forms of nomination may be obtained at the office of the Clerk of Council, County Council of Kipsigis, Kericho, on any week-day between the hours of nine in the morning and noon. The Deputy Returning Officer will prepare a nomination paper for signature at the request of a voter.

SCHEDULE

1 Electoral Area	2 No. of Councillors	3 Seat previously held by	4
Location 9/ Muhoroni (part).	1	Cllr. Thomas A. Tele ..	Open seat.

Kericho,
23rd December 1965.

B. E. OSARE,
Returning Officer.

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, 1963.

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

GAZETTE NOTICE No. 46

BOMET AREA COUNCIL

NOTICE OF TIME AND PLACE FOR NOMINATIONS

A by-election is to be held of a Councillor to serve on the Bomet Area Council for the electoral area shown in Column 1 of the Schedule hereto.

Nomination papers may be delivered by the candidates to the Deputy Returning Officer at the Council Chamber, Kericho, between the hours of eight o'clock in the morning and noon on Saturday, 15th January 1966.

Forms of nomination may be obtained at the office of the Clerk of Council, County Council of Kipsigis, Kericho, on any week-day between the hours of nine in the morning and noon. The Deputy Returning Officer will prepare a nomination paper for signature at the request of a voter.

SCHEDULE

1 Electoral Area	2 No. of Councillors	3 Seat previously held by	4
Location 4	1	Cllr. Kipkemoi A. Tesot	Open seat.

Kericho,
23rd December 1965.

B. E. OSARE,
Returning Officer.

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, 1963.

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

GAZETTE NOTICE No. 47

THE ELDORET MUNICIPAL COUNCIL

NOTICE is hereby given that the following persons have been elected as Councillors to the Eldoret Municipal Council to hold office until the dates shown against their names:—

Electoral Area	Seat	Name	Date of Retirement
No. 1	Open ..	Manson M. Oluoch ..	31st Dec., 1968
No. 2	Open ..	Iqbal Singh Ranauta ..	31st Dec., 1968
No. 3	Ratepayer's	Paul Karuiki Gathitu ..	31st Dec., 1968
No. 5	Open ..	Stephen M. Egan ..	31st Dec., 1968
No. 6	Ratepayer's	Kurbanali Alibhai ..	31st Dec., 1968

Dated this 22nd day of December, 1965.

Town Hall,
P.O. Box 40, Eldoret.

J. R. ASEMBO,
Returning Officer.

GAZETTE NOTICE No. 48

THE MASAKU COUNTY COUNCIL

GRADUATED PERSONAL TAX AND POLL TAX

NOTICES

PURSUANT to section 3 of the Graduated Personal Tax Act, 1963, notice is hereby given that the County Council of Masaku has imposed the following rates of Graduated Personal Tax for 1966:—

Monthly income exceeding ..	SHILLINGS						
	160	240	340	520	700	860	1000
Not exceeding ..	160	240	340	520	700	860	1000
Tax per month ..	4	6	9	13	20	30	40

This tax is due and payable on the 1st day of January 1966, and the date after which a penalty of 25 per cent of the tax due but unpaid by taxpayers not paying by regular monthly instalments shall be 31st July 1966.

Pursuant further to section 3 of the Poll Tax (Eastern Region) Enactment, 1964, as adopted by the Constitution of Kenya (Amendments) Act, 1965 (No. 14 of 1965), notice is hereby given that the County Council of Masaku has imposed a Poll Rate of Sh. 30 per taxpayer for 1966. This tax is due and payable on the 1st day of January 1966, and the date after which a penalty of 25 per cent of the tax due but unpaid shall be 31st July 1966.

Dated this 29th day of December 1965.

K. A. BHATTI,
Financial Adviser,
Masaku County Council.

GAZETTE NOTICE No. 49

THE GRADUATED PERSONAL TAX ACT, 1963

(No. 48 of 1963)

THE COUNTY COUNCIL OF MURANG'A

NOTICE

IN ACCORDANCE with section 3 of the Graduated Personal Tax Act, 1963, as subsequently amended by the Constitution (Amendment of Laws) (Graduated Personal Tax) Order, 1965, the County Council of Murang'a have by resolution resolved that the Graduated Personal Tax in respect of the year 1966, shall be due and payable on 1st January 1966, and shall be paid in accordance with the following rates:—

Annual Income	Annual Tax Payable	Monthly Tax Payable
Not exceeding £96 ..	Sh. 48/-	Sh. 4/-
Exceeding £96 but not exceeding £144 ..	72/-	6/-
Exceeding £144 but not exceeding £204 ..	108/-	9/-
Exceeding £204 but not exceeding £312 ..	156/-	13/-
Exceeding £312 but not exceeding £420 ..	240/-	20/-
Exceeding £420 but not exceeding £516 ..	360/-	30/-
Exceeding £516 but not exceeding £600 ..	480/-	40/-
Exceeding £600 ..	600/-	50/-

Z. G. KIRATU,
Acting Clerk,
Murang'a County Council.

GAZETTE NOTICE No. 50

THE COUNTY COUNCIL OF SIRIKWA

THE GRADUATED PERSONAL TAX ACT, 1963

GRADUATED PERSONAL TAX 1966

IN PURSUANCE of subsection (1) of section 3 of the Graduated Personal Tax Act, 1963, the County Council of Sirikwa have by resolution prescribed that for the year 1966 (subject to the provisions of the Act), graduated personal tax shall be paid by every individual in the County of Sirikwa, at the rates shown in the Schedule hereto.

SCHEDULE

Annual Income	Annual Tax Payable Sh.
Not exceeding Sh. 1,920 ..	48
Exceeding Sh. 1,920 but not exceeding Sh. 2,880 ..	72
Exceeding Sh. 2,880 but not exceeding Sh. 4,080 ..	108
Exceeding Sh. 4,080 but not exceeding Sh. 6,240 ..	156
Exceeding Sh. 6,240 but not exceeding Sh. 8,400 ..	240
Exceeding Sh. 8,400 but not exceeding Sh. 10,320 ..	360
Exceeding Sh. 10,320 but not exceeding Sh. 12,000 ..	480
Exceeding Sh. 12,000 ..	600

Monthly Income

Monthly Tax Payable Sh.

Not exceeding Sh. 160 ..	4
Exceeding Sh. 160 but not exceeding Sh. 240 ..	6
Exceeding Sh. 240 but not exceeding Sh. 340 ..	9
Exceeding Sh. 340 but not exceeding Sh. 520 ..	13
Exceeding Sh. 520 but not exceeding Sh. 700 ..	20
Exceeding Sh. 700 but not exceeding Sh. 860 ..	30
Exceeding Sh. 860 but not exceeding Sh. 1,000 ..	40
Exceeding Sh. 1,000 ..	50

The amount of the tax due from an individual in respect of income derived from employment shall be deducted on a monthly basis by his employer from the salary or wages due in respect of the employment; and the employer shall utilize the moneys so deducted in the purchase of graduated personal tax stamps and shall affix on a card made out in the name of the employee, stamps of the value of the tax due in respect of that month.

The tax due from an individual liable under the Act in respect of income not derived from employment shall become due and payable on 1st January 1966, provided that the tax may be paid by means of stamping a graduated personal tax card at end of each month.

B. K. ARAP TANUI,
Eldoret,
9th December 1965.

Clerk to Council,
P.O. Box 100, Eldoret.

GAZETTE NOTICE No. 51

THE COUNTY COUNCIL OF KIRINYAGA

THE GRADUATED PERSONAL TAX ACT, 1963

(48 of 1963)

NOTICE

IN EXERCISE of the powers conferred by section 3 (1) of the Graduated Personal Tax Act, 1963 (48 of 1963), Graduated Personal Tax will be levied and collected in the area of the Kirinyaga County Council for 1966 at the following rates:—

Exceeding	Not Exceeding	Tax Payable
Sh. p.a.	Sh. p.a.	Sh.
—	1,920	48
1,920	2,880	72
2,880	4,080	108
4,080	6,240	156
6,240	8,400	240
8,400	10,320	360
10,320	12,000	480
12,000		600

Kirinyaga
29th December 1965.

L. M. MUGO,
Clerk to Council.

GAZETTE NOTICE No. 52

THE COUNTY COUNCIL OF NYANDARUA

DRAFT SUPPLEMENTARY VALUATION ROLL, 1965

NOTICE is hereby given that no objections to the Supplementary Valuation Roll, 1965, for the County of Nyandarua having been received, the roll has been signed and certified in accordance with section 12 (1) of the Valuation for Rating Act.

E. K. B. MUTEWA,
Acting Clerk of the Council,
County Council of Nyandarua,
Ol Joro Orok,
21st December 1965.
P.O. Box 4, Ol Joro Orok.

GAZETTE NOTICE No. 53

THE COUNTY COUNCIL OF KIPSIGIS
THE COUNTY COUNCIL OF KIPSIGIS (CATTLE
CLEANSING) (AMENDMENT) BY-LAWS, 1965

NOTICE

NOTICE is hereby given, pursuant to regulation 203 (1) of the Local Government Regulations, 1963, that the County Council of Kipsigis, intend, after the expiration of 14 days from the date of publication of this notice, to apply to the Minister for Local Government for approval of the County Council of Kipsigis (Cattle Cleansing) (Amendment) By-laws, 1965.

The intention of the By-laws is to vary the fees chargeable under the African District Council of Kipsigis (Cattle Cleansing) By-laws, 1962, and also to add thereon the areas to which the said By-laws apply.

Copies of the By-laws have been deposited at the offices of the Clerk of the Council, Kericho, and are available for public inspection free of charge, during normal office hours. Copies of the By-laws will be supplied on request and on payment of the appropriate fee.

Any objections against the By-laws should be lodged with the Clerk, P.O. Box 44, Kericho, within 14 days of the publication of this notice.

Dated at Kericho this 22nd day of December 1965.

GAZETTE NOTICE No. 54

THE COUNTY COUNCIL OF MERU
THE VALUATION FOR RATING ACT
DRAFT VALUATION ROLLS, 1965

NOTICE is hereby given that the Draft Valuation Rolls for the year 1965 in respect of Meru and Timau Townships have been laid before a meeting of the County Council of Meru and are now available at the Council's offices for public inspection during the normal office hours.

Under section 2 of the Valuation for Rating Act, any person who is aggrieved—

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

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

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

Dated this 23rd day of December 1965.

E. K. MBOGORI,
Clerk to County Council of Meru,
P.O. Box 3, Meru, Kenya.

GAZETTE NOTICE No. 55

THE MASAKU COUNTY COUNCIL
THE RATING ACT, 1964

NOTICE

PURSUANT to section 15 of the Rating Act, 1964, notice is hereby given that the County Council of Masaku has levied a rate of 3.75 per cent of the site value as set out in the Valuation Rolls of the following areas in respect of 1966:—

Athi River,
Konza,
Kiu,
Ulu,
Sultan Hamud.

The Council has also levied a property rate in settled areas on the scale formerly levied by the Nairobi County Council except where the landowner is paying sisal or coffee cess to the Masaku County Council.

The last date for the payment of these rates is the 30th day of September 1966.

Dated this 29th day of December 1965.

K. A. BHATTI,
Financial Adviser,
Masaku County Council.

GAZETTE NOTICE No. 56

THE COUNTY COUNCIL OF MURANG'A
THE POLL TAX (CENTRAL REGION) ENACTMENT, 1964
(No. 11 of 1964)

NOTICE

IN ACCORDANCE with section 3 of the Poll Tax (Central Region) Enactment, 1964, the County Council of Murang'a have by resolution resolved that an Area and Urban Poll Rate of Sh. 10 per every taxpayer in respect of the year 1966, shall be due and payable on 1st January 1966, in all County Divisions and in Murang'a Urban.

Z. G. KIRATU,
Acting Clerk,
Murang'a County Council.

GAZETTE NOTICE No. 57

TO WHOM IT MAY CONCERN

NOTICE

ANY person, firm, company or society who has paid money on our behalf to anyone is hereby requested to inform us at the following address setting out the amount paid and the name or names of person or persons or body to whom it is paid.

It is further notified for general information that no one, apart from the undersigned, has any authority to collect any moneys owing to New Era Chemists or to issue receipt for such payments.

All payments due to New Era Chemists should be paid to us at our shop or sent to the following address by post.

Dated at Nyeri this 21st day of December 1965.

CHARLES A. DURKIN AND
FLORA WAIRIMU D/O DANIEL,
trading as New Era Chemists,
P.O. Box 130, Nyeri.

GAZETTE NOTICE No. 58

MINISTRY OF WORKS, COMMUNICATIONS AND POWER
CENTRAL TENDER BOARD

TENDER NOTICE No. 98/65

TENDERS are invited for the supply of the following to the Central Stores, M.O.W.C. & P., Liverpool Road, Nairobi:—

Sheets, roofing, C.G.I., 8/3 in. corr. 24 G. type 200 to B.S. 3083 current.

6 ft. long ..	1,000 sheets
7 ft. long ..	2,000 sheets
8 ft. long ..	1,500 sheets
9 ft. long ..	200 sheets
10 ft. long ..	500 sheets.

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

Final time and date for submission of tenders.—4 p.m., 21st January 1966.

GAZETTE NOTICE No. 59

CLOSURE OF ESTATE ROADS

NOTICE

THE Siret and Septon Estate roads will be closed on 31st December 1966.

Manager,
for Siret Tea Company Limited.

GAZETTE NOTICE No. 60

THE JUBILEE INSURANCE COMPANY LIMITED
(INCORPORATED IN KENYA)

MOMBASA

LOSS OF POLICY

Policy No. 3345 on the life of Mohan Amarshi of Dar es Salaam.

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

Mombasa,
28th December 1965.

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

GAZETTE NOTICE No. 61

HOME AND OVERSEAS INSURANCE COMPANY LTD.

To All To Whom It May Concern

THE Home and Overseas Insurance Company Limited of P.O. Box 9052, Nairobi, hereby gives notice that with effect from 1st January 1966, it hereby expressly withdraws all and every authority which any person or agent (except R. C. Schwab and any advocates or accountants that have already been appointed to act for the aforesaid Company by him) may have at any time either expressly or by implication or otherwise acquired to contract for this Company or in its name or as its agent or in any way to pledge its credit in Kenya and that this Company will not with effect from the said date be responsible for any debts or undertakings whatsoever or howsoever incurred on its behalf by any such person as aforesaid.

GAZETTE NOTICE No. 62

THE LIQUOR LICENSING ACT

(Cap. 121)

MURANG'A LIQUOR LICENSING COURT

DULY authorized by the Provincial Commissioner, Central Province, Nyeri, a special meeting of the Murang'a Liquor Licensing Court will be held in the District Commissioner's Board Room, Murang'a, on Monday, 31st January 1966, at 10 a.m., to consider the following applications:—

RENEWALS

Malt and Non-spiritous Liquor On-licence

Sabastiano Wamwati, Plot No. 14, Maragua Ridge, P.O. Box 45, Fort Hall.

Malt and Non-spiritous Liquor Off-licence

Messrs. Ben Gikonyo and Jeremiah Kebuthu, Mihuti Market, Location 13, Plot No. A.4, P.O. Kangema.

NEW APPLICATIONS

Wholesale Liquor Licence

Messrs. Victor C. D'Souza and Gregory C. D'Souza, Sabasaba Plot No. 9667/41; Kangema Plot No. A.4 and Maragua Plot No. 13.

Malt and Non-spiritous Liquor On-licence

Moses Kimani, Plot No. L.5, Fort Hall Township, P.O. Box 51, Fort Hall.

C. K. KOINANGE,

Murang'a, *President,*
28th December 1965. *Murang'a Liquor Licensing Court.*

GAZETTE NOTICE No. 63

THE LIQUOR LICENSING ACT

(Cap. 121)

KERICHO LIQUOR LICENSING COURT

THE following application will also be considered at the special meeting to be held on Thursday, 30th December 1965, at 10.30 a.m., in the District Commissioner's office, Kericho:—

NEW APPLICATION

Messrs. Chemororoch Bar, Plot No. 39, Litein, P.O. Litein.

B. E. OKENO OSARE,

Kericho, *President,*
22nd December 1965. *Kericho Liquor Licensing Court.*

GAZETTE NOTICE No. 64

THE LIQUOR LICENSING ACT

(Cap. 121)

NAROK LIQUOR LICENSING COURT

DULY authorized by the Provincial Commissioner, Rift Valley Province, Nakuru, a special meeting of the Narok Liquor Licensing Court will be held at the office of the District Commissioner, Narok, on Friday, 7th January 1966, at 10.30 a.m., to consider the following application:—

RENEWAL

Retail and General Hotel Liquor Licence

Messrs. Keekorok Lodge, Masai Mara, P.O. Narok.

CHARLES ODUK,

Narok, *President,*
17th December 1965. *Narok Liquor Licensing Court.*

GAZETTE NOTICE No. 65

THE AFRICAN LIQUOR ACT

(Cap. 122)

KERICHO AFRICAN LIQUOR LICENSING BOARD

NOTICE is hereby given that a special meeting of the Kericho African Liquor Licensing Board will be held in the office of the District Commissioner, Kericho, on 30th December 1965, at 11.30 a.m., to consider the following new applications:—

Nganai A. Langat, Plot No. 36, Kapkungerwet, P.O. Kericho.

Wangoi Samuel, Plot No. 1, Somali Village, P.O. Box 70, Kericho.

Kiarie S. B. Kariithi, Plot No. 23, Lumbwa, P.O. Box 45, Lumbwa.

B. E. OKENO OSARE,

Chairman,

Kericho,
21st December 1965.

*Kericho African Liquor
Licensing Board.*

GAZETTE NOTICE No. 66

NOTICE OF CHANGE OF NAME

I, Purshottam Vishram Kunverji Parmar of P.O. Box 101, Machakos in the Republic of Kenya, hereby give public notice that on the 31st day of December 1965, I, my name Purushottam Vishram Kunverji Lohar renounced and abandoned the use of my said name of Purushottam Vishram Kunverji Lohar and assumed in lieu thereof the name of Purshottam Vishram Kunverji Parmar and further that such change of name is evidenced by a deed poll dated the 31st day of December 1965, duly executed by me.

And I hereby authorize and request all persons to designate and address my said assumed name of Purshottam Vishram Kunverji Parmar.

Dated at Nairobi this 31st day of December 1965.

PURSHOTTAM VISHRAM KUNVERJI PARMAR.

GAZETTE NOTICE No. 67

NOTICE OF CHANGE OF NAME

I, Virbala Purshottam Vishram Parmar of P.O. Box 101, Machakos in the Republic of Kenya, hereby give public notice that on the 31st day of December 1965, I, my name Virumati Purshottam Vishram renounced and abandoned the use of my said name of Virumati Purshottam Vishram and assumed in lieu thereof the name of Virbala Purshottam Vishram Parmar and further that such change of name is evidenced by a deed poll dated the 31st day of December 1965, duly executed by me.

And I hereby authorize and request all persons to designate and address my said assumed name of Virbala Purshottam Vishram Parmar.

Dated at Nairobi this 31st day of December 1965.

VIRBALA PURSHOTTAM VISHRAM PARMAR.

GAZETTE NOTICE No. 68

NOTICE OF CHANGE OF NAME

I, Hasmukh Mohanbhai Valji Dhulashia of Nairobi in the Republic of Kenya, hereby give public notice that by a deed poll dated the 30th day of December 1965, duly executed by me (and attested by Gulamhussein Kassam Ishani, advocate of Nairobi), I have formally and absolutely renounced and abandoned the use of my surname Patel and in lieu thereof adopted and assumed the name of Dhulashia for all purposes and I hereby authorize and request all persons to designate, describe and address me by my such assumed name of Dhulashia.

Dated at Nairobi this 30th day of December 1965.

HASMUKH MOHANBHAI VALJI DHULASHIA,
formerly known as Hasmukh Mohanbhai Valji Patel.