



THE KENYA GAZETTE

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CONTENTS

GAZETTE NOTICES

	PAGE
Appointments, etc.	102
The Cereals and Sugar Finance Corporation Act—Appointment	102
The Oil Production Regulations—Grant of Licence	102
The Prisons Act—Appointments	102
Change of Name of Ministry	102
The Tax Reserve Certificates Act—Lost Certificates	102
The Local Government Regulations, 1963—Appointments	103
The Courts Act—Increased Civil Jurisdiction	103
The Plant Protection Act—Appointment	103
The Mining Regulations—Abandonment of Location	103
The Mining Act—Expiry of Locations	103
Vacancies	104
Trade Marks	105
Kenya Stock	105
Liquor Licensing	105
The African Christian Marriage and Divorce Act—Licensed Ministers	105
E.A. Customs and Excise Department—Public Auction	106
Civil Aircraft Accident—Inspector's Investigation	108
Tender	108
The Pharmacy and Poisons Act—Addition to Register	108
The Registration of Persons Act—Appointment	108
The Industrial Court—Awards	109
Business Transfer	113
Dissolution of Partnership	113
Lost Policy	113
The Crown Lands Act—	
Plots at—	
Nyeri	115
Lumbwa Township	116
Kariobangi	117
Return of Land Grants	118

GAZETTE NOTICES—(Contd.)

	PAGE
The Trust Land Act—Return of Land Grants	125
Probate and Administration	126
Bankruptcy Jurisdiction	128
The Companies Act—Winding-up Notices, etc.	129
The Co-operative Societies Act—Appointments	130
The Societies Act—Registrations, etc.	130
Local Government Notices	131
Changes of Name	132

SUPPLEMENT No. 6

Legislative Supplement

LEGAL NOTICE NO.	PAGE
30—The Customs Tariff (Revision) Order, 1966	49
31—The Customs Tariff (Revision) (No. 2) Order, 1966	49
32—The Mining Act—Declaration	50
33—The Criminal Procedure (Police Supervision) Rules, 1966	51
34—The Children and Young Persons (Appointed Local Authority) Order, 1966	56
35—The Forests Act—Alteration of Boundaries	57
36—The Land Adjudication (Survey Fees) Regulations, 1965	57
37—The Kenya Local Government Officers' Superannuation Fund (Amendment) Rules, 1966	58
38—The Local Government (Narok Trade Development Joint Board) Order, 1966	59
39—The Local Government (Central Rift Trade Development Joint Board) Order, 1966	63
40—The Local Government (Meru Trade Development Joint Board) Order, 1966	67
41, 42, 43—The Local Government Regulations, 1963—Revocations	70
44—The Hide and Skin Trade (Imposition of Cess) (Amendment) Rules, 1966	72
45—The Prisons Act—Declaration	72

GAZETTE NOTICE No. 346

THE PUBLIC SERVICE COMMISSION OF KENYA

APPOINTMENTS

OM PARKASH NAGPAL to act as Senior State Counsel, Coast Province, with effect from 8th December 1964.

CRISPUS JACKSON OMBWARA to act as Provincial Agricultural Officer, Western Province, with effect from 8th February 1965.

DAVID MBOTELA to act as Provincial Agricultural Officer, Coast Province, with effect from 14th August 1965.

ALFRED IMBAHALE MACHAYO to act as Provincial Agricultural Officer, Western Province, with effect from 18th September 1965.

WILSON EMANUEL HIRIBAE to be District Officer, Kwale District, Coast Province, with effect from 27th October 1965.

JOSHUA MUTHAMA to act as Assistant Director of Agriculture, Central Province, with effect from 15th November 1965.

GAMALIEL HERBERT OMONDI to be District Officer, Kwale District, Coast Province, with effect from 15th December 1965.

PETER NJUGUNA KANAE to be District Officer, Baringo District, Rift Valley Province, with effect from 15th December 1965.

HERMAN JOSEPH MURAYA to be District Officer, Thika District, Central Province, with effect from 20th December 1965.

JOSEPHAT THONGO GICHUNGWA to be District Officer, South Nyanza District, Nyanza Province, with effect from 22nd December 1965.

GABRIEL KINGORI GICOGO to be District Officer, Kitui District, Eastern Province, with effect from 29th December 1965.

BONIFACE MBEVA KALOO to be District Officer, Kiambu District, Central Province, with effect from 3rd January 1966.

HARRY KAROBIA MBUI to be District Officer, West Pokot District, Rift Valley Province, with effect from 3rd January 1966.

WILLIS' ARTHUR KABUI NGWIRI to be District Officer, Central Nyanza District, Nyanza Province, with effect from 4th January 1966.

PROMOTIONS

AHMED ABDALLAH to be Deputy Secretary, Ministry of Agriculture and Animal Husbandry, with effect from 9th November 1964.

JAMES CHARLES ODAGA to be Chief Industrial Relations Officer (Supernumerary), Ministry of Labour, with effect from 15th November 1965.

JAMES KIMURI GITAU to be Senior Soil Chemist, National Agricultural Laboratories, Ministry of Agriculture and Animal Husbandry, with effect from 25th December 1965.

REVERSIONS

CRISPUS JACKSON OMBWARA ceased to act as Provincial Agricultural Officer, Western Province, with effect from 18th September 1965.

OWEN JOSEPH BURNS ceased to act as Registrar-General, Department of the Registrar-General, with effect from 29th December 1965.

FRANCIS PATRICK McLOUGHLIN ceased to act as Deputy Registrar-General, Department of the Registrar-General, with effect from 29th December 1965.

ALEXANDER LAWSON WATSON ceased to act as Principal Pensions Officer, The Treasury, with effect from 31st December 1965.

By Order of the Commission.

J. W. MUREITHI,
Secretary.

GAZETTE NOTICE No. 347

THE CEREALS AND SUGAR FINANCE CORPORATION ACT

(Cap. 329)

APPOINTMENT

IN EXERCISE of the powers conferred by section 3 of the Cereals and Sugar Finance Corporation Act, the Minister for Finance hereby appoints—

C. KAHARA

to be Secretary of the Cereals and Sugar Finance Corporation vice M. M. Moinde.

Nairobi,
19th January 1966.

J. S. GICHURU,
*Minister for Finance,
The Treasury.*

GAZETTE NOTICE No. 348

(AC. 57/05/D)

THE OIL PRODUCTION REGULATIONS

(Cap. 308, Sub. Leg.)

SPECIAL OIL PROSPECTING LICENCE No. 2

IN PURSUANCE of the provisions of regulation 11 of the Oil Production Regulations, notice is hereby given that a Special Oil Prospecting Licence has been granted to the BP-Shell Petroleum Development Company of Kenya Limited, entitling the said Company to prospect for oil in the area defined in the Schedule hereto for a term of seven years and one month from the 19th day of December 1965.

SCHEDULE

All that land, having an area of approximately 4,750 square miles, situated partly in the Eastern Province and partly in the North-Eastern Province, as marked on the map deposited with the Commissioner of Mines and Geology, Nairobi, and more particularly described as follows:—

Commencing at the intersection of the 01° 00' north parallel and the 39° 00' east meridian;
thence due east along the 01° 00' north parallel to its intersection with the 40° 00' east meridian;
thence due south by the 40° 00' east meridian to its intersection with the equator;
thence due west along the equator to its intersection with the 39° 00' east meridian;
thence due north by the 39° 00' east meridian to the point of commencement.

Dated this 22nd day of January 1966.

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

GAZETTE NOTICE No. 349

(28/5/21)

THE PRISONS ACT

(Cap. 90)

APPOINTMENT OF VISITING JUSTICES

IN EXERCISE of the powers conferred by section 72 (1) of the Prisons Act, the Permanent Secretary for Home Affairs* hereby appoints—

Vicar Daudi W. Udali and
Alexander K. arap Biy,

as Visiting Justices to the Kericho Prison in the Kericho District, Rift Valley Province.

Dated this 20th day of January 1966.

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

*L.N. 692/1963.

GAZETTE NOTICE No. 350

NOTICE OF CHANGE OF NAME OF MINISTRY

IT IS hereby notified for general information that, in conformity with the President's Circular No. 3 of 1965, the Ministry of the Government of the Republic of Kenya hitherto known as the Ministry of External Affairs has been renamed the Ministry of Foreign Affairs, with effect from 14th December 1965.

T. C. J. RAMTU,
Permanent Secretary.

GAZETTE NOTICE No. 351

(AC. 57/05/D)

THE TAX RESERVE CERTIFICATES ACT

(Cap. 418)

LOSS OF CERTIFICATES

IN PURSUANCE of the provision of regulation 13 of the Tax Reserve Certificates Regulations, notice is hereby given that the undermentioned certificates have been lost and that it is proposed to issue duplicate of such certificates after the expiration of 30 days from the date of this notice,

T.R.C. No.	Date	Amount £
36154	28-9-64	10
36763	27-10-64	25
37368	27-11-64	25
37810	21-12-64	25
38471	27-1-65	25
		Total
		£110

held by Kenneth Ian Duncan.

J. N. MICHUKI,
*Permanent Secretary to the Treasury,
The Treasury,
P.O. Box 30007, Nairobi.*

GAZETTE NOTICE No. 352

THE LOCAL GOVERNMENT REGULATIONS, 1963
(L.N. 256 of 1963)THE LOCAL GOVERNMENT (TANA RIVER TRADE
DEVELOPMENT JOINT BOARD) ORDER, 1965
(L.N. 6 of 1966)

APPOINTMENTS TO THE BOARD

IN EXERCISE of the powers conferred by paragraph 3 of the Local Government (Tana River 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, Industry and Co-operative Development hereby appoints—

District Commissioner, Tana River (*Chairman*); and
Ezekiel Jara,
T. P. Guyo,
Hassan Shora,

to be members of the Tana River Trade Development Joint Board.

Dated this 19th day of January 1966.

K. S. N. MATIBA,
*Permanent Secretary,
Ministry of Commerce, Industry and
Co-operative Development.*

*L.N. 221/1965.

GAZETTE NOTICE No. 353

THE LOCAL GOVERNMENT REGULATIONS, 1963
(L.N. 256 of 1963)THE LOCAL GOVERNMENT (KILIFI TRADE
DEVELOPMENT JOINT BOARD) ORDER, 1965
(L.N. 5 of 1966)

APPOINTMENTS TO THE BOARD

IN EXERCISE of the powers conferred by paragraph 3 of the Local Government (Kilifi 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, Industry and Co-operative Development hereby appoints—

E. K. Binns (*Chairman*); and
Hillan Chai,
Jeremiah Gumbao,
Harrison Chiriba,

to be members of the Kilifi Trade Development Joint Board.

Dated this 19th day of January 1966.

K. S. N. MATIBA,
*Permanent Secretary,
Ministry of Commerce, Industry and
Co-operative Development.*

*L.N. 221/1965.

GAZETTE NOTICE No. 354

THE COURTS ACT
(Cap. 10)

INCREASED CIVIL JURISDICTION

IN EXERCISE of the powers conferred by section 4 of the Courts Act, the Chief Justice hereby grants to—

PRITAM SINGH BRAR

a magistrate empowered to hold a subordinate court* of the first class, full jurisdiction over all persons in all civil matters in which the value of the subject matter in dispute does not exceed Sh. 3,000.

Dated this 20th day of January 1966.

A. J. AINLEY,
Chief Justice.

*G.N. 4050/1962.

GAZETTE NOTICE No. 355

THE COURTS ACT
(Cap. 10)

INCREASED CIVIL JURISDICTION

IN EXERCISE of the powers conferred by section 4 of the Courts Act, the Chief Justice hereby grants to—

RICHMOND WYNNE DAUNCEY

a magistrate empowered to hold a subordinate court* of the first class, full jurisdiction over all persons in all civil matters in which the value of the subject matter in dispute does not exceed Sh. 3,000.

Dated this 20th day of January 1966.

A. J. AINLEY,
Chief Justice.

*G.N. 2873/1958.

GAZETTE NOTICE No. 356

(PLANT/LEG/4)

THE PLANT PROTECTION ACT
(Cap. 324)

IN EXERCISE of the powers conferred by section 2 of the Plant Protection Act, the Director of Agriculture, with the approval of the Minister for Agriculture and Animal Husbandry, hereby cancels the appointment of—

DR. HAROLD HAYDON STOREY, F.R.S.*

to act as an Inspector.

Dated this 8th day of January 1966.

P. T. MIRIE,
Director of Agriculture.

*G.N. 781/1956.

GAZETTE NOTICE No. 357

THE MINING REGULATIONS
(Cap. 306, Sub. Leg.)

ABANDONMENT OF LOCATIONS

NOTICE is hereby given in accordance with the provisions of regulation 32 (2) of the Mining Regulations (Cap. 306, Sub. Leg.), that the undermentioned location has been abandoned:—

Location No. and district.—106/1-3, Machakos District, Eastern Province.

Class.—Non-precious minerals lode.

Cause of abandonment.—Voluntary.

Date of abandonment.—17th January 1966.

Name of registered holder.—A. J. Lakhani.

The ground covered by a location which has been abandoned shall not be open to prospecting or the pegging of locations until the completion of period of 30 days from the date of such abandonment.

Dated this 19th day of January 1966.

FRANCIS B. J. OLUTA,
for Commissioner of Mines and Geology.

GAZETTE NOTICE No. 358

THE MINING ACT
(Cap. 306)

EXPIRY OF MINING LOCATIONS

IT IS notified for public information that the following locations have expired and are cancelled in the Mining Registers:—

Rift Valley Province

Location No.—13/1-10.

Class.—Precious stones lode.

Registered holder.—Sidney James Merrett.

Eastern Province

Location No.—119/1-10.

Class.—Precious stones lode.

Registered holder.—Sidney James Merrett.

Dated this 26th day of January 1966.

FRANCIS B. J. OLUTA,
for Commissioner of Mines and Geology.

GAZETTE NOTICE No. 359

EAST AFRICAN RAILWAYS AND HARBOURS

VACANCIES

APPLICATIONS are invited from African candidates for various senior appointments in the service of the East African Railways and Harbours Administration which is responsible for the control and operation of public transport services in Kenya, Uganda and Tanzania comprising Railways, Harbours, certain trunk road services and all internal long-distance lake services. The careers involve varied and interesting work in the various professions in what is probably the largest industrial undertaking in Africa. Applications should be submitted to the Secretary, Railways and Harbours Service Commission, P.O. Box 30121, Nairobi, in triplicate, on Form EAR. 0160 copies of which may be obtained in Kenya from the Secretary; in Uganda from the Assistant General Manager (Uganda), P.O. Box 952, Kampala; and in Tanzania from the Assistant General Manager (Tanzania), P.O. Box 468, Dar es Salaam. General inquiries regarding these appointments should be addressed to the General Manager's Office and not to the Secretary of the Commission.

1. PROFESSIONAL ACCOUNTANTS

Candidates must hold recognized accountancy qualifications such as A.C.A., A.C.C.A., or A.C.W.A.

2. PROFESSIONAL ENGINEERS

Candidates must be qualified professional Engineers in Civil, Mechanical or Electrical Engineering (for Signals and Telecommunications).

(a) *Civil Engineers*.—They are responsible for the construction and maintenance of the permanent way, bridges, buildings and harbour works.

(b) *Mechanical Engineers*.—They are responsible for the running and maintenance of all carriages, wagons and locomotives (both steam and diesel) as well as the maintenance of all the various mechanical handling devices and equipment in use at Railway Goods Sheds and the Port installations.

(c) *Signal Engineers*.—They are responsible for the installation and maintenance of the interlocking signalling system of the Administration, which mainly consists of the double wire system and semaphores, but with an increasing use of mechanically operated colour light signals.

(d) *Telecommunications Engineers*.—They are responsible for the installation and maintenance of all railway-owned telephone equipment and teleprinter circuits.

3. ARCHITECTS

Candidates must hold a recognized architectural qualification such as A.R.I.B.A., B.Arch.

4. PROFESSIONAL SURVEYORS

Candidates must be qualified in Quantity Surveying or Valuation.

(a) *Quantity Surveyors*.—They are responsible for drawing up schedules of quantities and estimates for new works and checking physically on site. New works projected for 1966 are estimated to cost in the region of £3 million.

(b) *Estate and Rating Surveyors*.—They are responsible for administering all Railway lands and property including arranging leases and the disposal of such lands and property.

(c) *Valuation Surveyors*.—They are responsible for negotiating and checking the assessment of all Railway lands and property in East Africa in conjunction with Local Authorities, the present annual cost of which is approaching £300,000.

(d) *Land Planning Surveyors*.—They are responsible for the planning of railways and industrial layouts in conjunction with Local Authorities.

5. TRAFFIC OPERATING PERSONNEL

Candidates must be graduates of Science, Engineering or Technology. On appointment the successful candidates must be willing to accept the need for a period of training which will include technical train operating, the movement of goods traffic, station working, marshalling yard and lake port operation.

The salary scales applicable to the various posts will range from £900 to £2,700 and the initial salary will depend on qualifications and experience. In addition to the salary there is free housing (or an allowance in lieu), generous non-contributory pension, leave, travel, medical and other benefits.

GAZETTE NOTICE No. 360

VACANCIES IN THE SERVICE OF THE EAST AFRICAN COMMON SERVICES ORGANIZATION

PUBLIC SERVICE COMMISSION

APPLICATIONS are invited for the following post 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, through their departmental heads, at least seven days before the closing date, on Form AG.85A. Forms are obtainable in Kenya from the Secretary to the Public Service Commission, and in Uganda and Tanganyika 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 Tanganyika.

Statistical Assistant (Trainee) (Two Posts), Statistics Division, The Treasury, E.A.C.S.O.

Salary scale.—D: £540 by £20 to £620.

Closing date.—28th February 1966.

Either (a) the Cambridge Higher School Certificate with a Principal Level pass in Mathematics or Economics; or

(b) the Cambridge School Certificate Grade I, or Grade II with at least Credits in Mathematics and English, together with a minimum of one year's suitable experience.

Trainees will normally be required to serve for two years in this grade, during which period they will undergo intensive training of both a practical and theoretical nature. Trainees will be sponsored for the one-year Certificate Course at the East African Statistical Training Centre, Dar es Salaam.

On successfully completing the Certificate Course, trainees will be eligible for promotion to the Statistical Assistant grade on the EO III Scale (£670 by £30 to £820). After further training, a Statistical Assistant may qualify for promotion to the post of Statistical Officer on the Scale EO II (£850 to £1,060).

GAZETTE NOTICE No. 361

EAST AFRICAN POSTS AND TELECOMMUNICATIONS ADMINISTRATION

VACANCIES

(a) *Deputy Personnel Manager (Designate)*

Salary scale.—£2,175 per annum.

(b) *Principal Personnel Officer (Designate)*

Salary scale.—£1,764 to £1,989 per annum.

The Posts and Telecommunications Administration requires a Deputy Personnel Manager (Designate) and a Principal Personnel Officer (Designate) for its Headquarters in Nairobi. Applications are now invited from suitably qualified Africans for these posts and should be submitted in accordance with the last paragraph of this notice.

Qualifications

Applicants should be between 30 and 40 years of age with a good educational background, preferably with a university degree, and should have had several years' experience in a responsible administrative post. They should possess a good personality and a high degree of integrity, intelligence and initiative. A sound and flexible knowledge of English and an ability to deal with complex personnel problems are essential.

Duties

(a) *Deputy Personnel Manager*

The Deputy Personnel Manager is responsible, under the Personnel Manager, for the development and application of personnel policy affecting some 7,500 employees. The work concerns the recruitment, selection, placement and discipline of employees, training and promotion, working conditions, terms of employment, standards of remuneration, housing and pensions.

(b) *Principal Personnel Officer*

The Principal Personnel Officer will be one of a team of three Principal Personnel Officers responsible to the Personnel Manager and his Deputy. The man now sought will specialize largely in industrial relations work. He will have frequent formal and informal communication and consultation with Trade Union leaders and he will be concerned with the negotiation and application of agreements on salaries and working conditions, and with procedures for the avoidance and settlement of disputes.

General Information

The successful candidates will be required to familiarize themselves with their new duties. When they have done this successfully they will be appointed substantively and will assume the full responsibilities of their respective posts.

Both posts are permanent and pensionable, subject to a two-year probationary period, and carry the usual East African Common Services Organization benefits, e.g. a non-contributory pension scheme, free medical treatment, generous leave, etc.

Submission of Applications

Applications must be submitted in triplicate on Forms POSCOM 1 to the Secretary, P. & T. Service Commission, P.O. Box 9800, Nairobi, to be received not later than 25th February 1966. Application forms may be obtained from the Secretary at the same address, or from any Head Post Office in Kenya, Uganda and Tanzania. Civil servants must submit their applications through their Heads of Departments, failing which their applications will NOT be considered.

GAZETTE NOTICE No. 362

ARTISAN (BLACKSMITH)—KENYA ARMY

VACANCY

APPLICATIONS are invited for the post of Artisan (Blacksmith) at a salary scale of £209 16s. by £8 16s. to £227 8s. per annum. Applicants should hold a Kenya Government Trade Test at Grade I level and have considerable experience as a blacksmith. A lower certificate may be accepted if the applicant has had considerable experience in the Trade. The vacancy is at Ordnance Depot, Kahawa, and the commencing salary and grade will be dependent on the trade test certificate and previous experience. Applications, together with copies of certificates and testimonials, should reach the Officer Commanding, Ordnance Depot, P.O. Box 30565, Nairobi, not later than 15th February 1966, and the envelope should be clearly addressed "Vacancy—Artisan (Blacksmith)". Serving officers should submit their applications on Forms PSC.2a through the Head of their Department.

GAZETTE NOTICE No. 363

THE TRADE MARKS ACT

(Cap. 506)

INTENDED APPLICATION TO REGISTER AN ASSIGNMENT

PURSUANT to section 25 (7) of the above Act, notice is hereby given of an intended application to register an assignment of the trade mark detailed below, the said assignment being otherwise than in connexion with the goodwill of the business in which the trade mark was used at the time of assignment.

Trade Mark No. 9310.—METAMORPHOSA—Class 3 (Schedule III)—Perfumery (including toilet articles, preparations for the teeth and hair, and perfumed soap) included in Class 3 (Schedule III), Kenya Gazette dated 25th August 1959, Notice No. 3417, page 954.

Name of the Registered Proprietor.—Metamorphosa (PVT.) Limited, manufacturers of c/o D.A.T. Laboratories, corner of Mafeking Road and Van Riebeeck Drive, Belmont, Bulawayo, S. Rhodesia.

Name of Assignee.—RALE LIMITED, a company duly organized and existing under the laws of the Republic of Kenya, manufacturers and merchants, of c/o Associated Laboratories Limited, Cardiff Road, Industrial Area, P.O. Box 18053, Nairobi.

Name of Instrument.—Deed of Assignment dated 24th June 1965, between METAMORPHOSA (PVT) Limited as Assignors of the one part and the company referred to above as Assignees of the other part.

Address for Service.—c/o Messrs. Kaplan and Stratton, advocates. P.O. Box 111, Nairobi.

A representation of the above-mentioned trade mark can be seen at the Trade Marks Registry, State Law Office, P.O. Box 30031, Nairobi, and also in the publication of the Kenya Gazette indicated above.

The registration of the above-mentioned trade mark as to assignment will not be completed until the expiration of a period of one month from the date of publication of this notice. All communications in relation hereto should be addressed to the Registrar of Trade Marks, State Law Office, P.O. Box 30031, Nairobi.

KAPLAN & STRATTON,
Authorized Trade Mark Agents for the said
Registered Proprietor and Assignee.

Approved.

Nairobi,
12th January 1966.

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

GAZETTE NOTICE No. 364

6½ PER CENT KENYA STOCK 1970

IT IS notified for general information that the Kenya Government has created and issued under the General Local Loans Act (Cap. 420), a further amount of £188,460 of Kenya 6½ per cent Stock 1970, which is in addition to and identical with the stock issued on 1st December 1965. The new stock will rank for the half-yearly interest payable on 1st June 1966, and payments will be made to the Sinking Fund in respect of the additional stock now created. The whole amount has been taken up by the Government and part will be offered for sale at a price related to current market conditions. The proceeds of this loan will be credited direct to the Development Exchequer and will be used for development purposes.

Dated at Nairobi this 1st day of February 1966.

GAZETTE NOTICE No. 365

3½ PER CENT KENYA STOCK 1973/78

FOR the purpose of preparing the warrants for interest due on 1st April 1966, the balances of the several accounts in the above-mentioned Stock will be struck at close of business on 1st March 1966, after which date the Stock will be transferable ex dividend.

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

GAZETTE NOTICE No. 366

THE LIQUOR LICENSING ACT

(Cap. 121)

MURANG'A LIQUOR LICENSING COURT

NOTICE is hereby given that the first statutory meeting of the Murang'a Liquor Licensing Court will be held in the District Commissioner's Board Room on Monday, 9th May 1966, at 10 a.m.

All applications for new licences, late renewals, conversions and transfers of the existing licences must reach the District Commissioner's office, Murang'a, on or before 25th March 1966, with a Sh. 10 revenue stamp affixed to each application.

All applicants for new licences are requested to appear in person or by an advocate before the Licensing Court. Attendance of applicants for renewals is optional unless there are objections, in which case attendance is desirable.

Murang'a, 24th January 1966.
C. K. KOINANGE,
President,
Murang'a Liquor Licensing Court.

GAZETTE NOTICE No. 367

THE AFRICAN LIQUOR ACT

(Cap. 122)

MURANG'A AFRICAN LIQUOR LICENSING BOARD

DULY authorized by the Provincial Commissioner, Central Province, Nyeri, a special meeting of the Murang'a African Liquor Licensing Board will be held in the District Commissioner's Board Room, Murang'a, on Monday, 28th February 1966, at 10 a.m., to consider the following applications:—

RENEWALS

Kamau Kinga, Kabati Market, Location 5, Plot No. 6, P.O. Box 264, Thika.
Ben Mungai, Kiria Market, Location 8, Plot No. 18, P.O. Box 4, Maragua.
Mrs. G. Njeri Gichohi, Mukore Market, Location 18, Plot No. B.3, P.O. Box 21, Maragua.
Harrison Njoroge Njuguna, Kariua Market, Location 3, Plot No. B.15, P.O. Box 405, Thika.
Mwaura Gitaka, Chomo Trading Centre, Location 16, Plot No. A.5, P.O. Box 84, Thika.

NEW APPLICATIONS

Mrs. Wanjiku Shadrack, Makuyu, Plot No. 10721, Sisal Ltd., P.O. Box 7, Makuyu.
Samuel Kamau Gachuhi and Bros., Gatura Market, Location 16, Plot No. C.2, P.O. Thika.

Murang'a, 25th January 1966.
C. K. KOINANGE,
Chairman,
Murang'a African Liquor Licensing Board.

GAZETTE NOTICE No. 368

THE AFRICAN CHRISTIAN MARRIAGE AND DIVORCE ACT

(Cap. 151)

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

SCHEDULE

Denomination.—Presbyterian Church of East Africa.

Names of Ministers:—

The Rev. Charles K. Wamatu.
The Rev. Michael G. Kagume.

Dated at Nairobi this 27th day of January 1966.

O. J. BURNS,
Deputy Registrar-General.

GAZETTE NOTICE No. 369

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 March 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

250 bicycle tubes; 3 sarees (new); 1 cotton bedsheet; 1 new holdall; 4 new handbags; 3 lungis; 64 saree borders; 12 packets elastic saree borders; 10 pairs wooden sandals; 12 packets cotton tapes; 12 packets silk thread; 9 cotton caps; 2 pairs shoes; 9 bottles hair oil; 2 sarees (new); 3 towels; 16 napkins; 5 blouses; 4 shirts; 5 bedsheets.

UNENTERED GOODS LYING IN CUSTOMS WAREHOUSE FOR OVER TWO MONTHS

W.E.K. No. and Date	Ship's Name	Whence Imported	Marks	Goods
419/25-9-65	Drammensfjord ..	North 28-6-65	NIL	1 suitcase personal effects.
428/10-11-65	E.C. 0400	North 14-10-65	D/S 488953 AWB 220/25548722	1 package textile samples.
MOB 5/65	Tanganyika	13-8-65	NIL	28 second-hand motor car tyres.
429/4-11-65	Mississippi Lloyd ..	North 12-8-65	ITEM 4 235-12 or no mark	1 package plastic inserts (filler).
430/4-11-65	Miyotama Maru ..	North 3-8-65	Mr. M. Kitaagwa c/o Kenya Toray Mills Ltd. Uniafric House Koinange St. Nairobi, Kenya, P.O. Box 4534.	1 case personal effects.
431/4-11-65	Kenya Castle ..	North 29-7-65	Vono Nairobi via Mombasa 48/11 or NIL .. NIL The Director Uganda Library Service, Salisbury Rd., P.O. Box 4262, Kampala Mombasa -/ 1.	2 bales bed springs. 1 picnic box; 3 cartons empty bottles. 1 case printed books.
435/4-11-65	Unstrut	South 1-6-65	Byara Kampala Stm. Mombasa V C T or NIL	1 trunk personal effects. 3 drums caustic soda.
438/4-11-65	Maurice Delmas ..	North 26-7-65	Amingo Jinja via Mombasa No. 3 G A A Z A K A B A	1 bundle plastic hose. 1 case bolts and nuts.
439/4-11-65	Nowshera	North 29-6-65	E S A 542-053-9 Nairobi via Mombasa -/ 92/104. Duncar Nairobi or NIL I.H.C. Nairobi via Mombasa X 58280 X 580034 -/ 33 and 34. Supermarket G/65/269 Nairobi via Mombasa NIL	13 cases books. 2 m/v tyres. 2 cases tractor spare parts. 11 cartons sanitary towels. 1 carton "Taxi" game set (toy); 1 carton tinned fish; 1 carton sweets; 1 carton beans; 1 carton dried yeast; 1 carton macaroni; 1 carton empty tins; 1 carton rolled-paper; 1 carton Chemico household cleaner; 2 cartons soap; 1 carton empty bottles; 2 cartons condensed milk; 1 carton wax paper; 1 carton vegetable soup; 1 carton toys; 1 carton cod-liver oil; 2 cartons globes for lanterns; 1 carton maga- zines.
			M B H 8154 Sotik 603 ENDS PPX Mombasa 4/89146 CA UGR 272/64-5 Stn. Mombasa Jinja or NIL.	3 cartons lids. 17 bags steel hooks.
			AP 4389 Kington Jamaica 7	1 bale printing paper.
			TOM XF 160 Mombasa	1 carton macaroni.
			GULAMA 1 7832 Mombasa	1 carton glass tumblers.
			TM. 243 Nairobi via Mombasa	1 carton macaroni.
			K A. Nairobi via Mombasa 64/7/19	1 case Thermella-Freezella (chemical).
			Dalge y B E X 58 Nairobi	3 drums paint.
440/8-11-65	St. Cumberland ..	South 18-8-65	R & CO.N. Mombasa or NIL -/ 6/7	2 cases medicines.
441/4-11-65	Kvatia	North 29-7-65	NIL COASTAIN D A M 143 Lambeni via Mom- basa.	2 cartons tomato sauce. 1 bundle steel ladder.
			NIL	1 drum chemicals; 1 bundle a/c pipes; 1 carton Rice Crispies; 1 carton sweets; 1 bale printing paper.
442/4-11-65	St. Malakka ..	South 27-7-65	M P S M/109/73 Mombasa	1 carton honey.
			T O M 272 Kampala Mombasa 10	1 bale printing paper.
			NIL	1 carton breakfast cereal; 1 carton maize-corn; 1 carton peaches.
445/4-11-65	Marnelloyd ..	South 16-8-65	E.A.J. Nairobi via Mombasa 2873	1 drum tallow.
448/4-11-65	Pierre Loti	South 23-7-65	R O H 103 FA. F 900 Kampala Mombasa ..	1 bale coir mats.
			T O T Mombasa	2 cartons Nescafe coffee.
			A.D.P.F. 8316 Kampala	1 case laboratory appliances.
449/8-11-65	Amra	North 1-7-65	NIL	1 bag copra.
450/8-11-65	Hanse	South 13-8-65	NIL	2 cartons empty bottles; 2 bags coke; 3 coils baling hoops.
451/4-11-65	Chakla	North 1-8-65	NIL	1 carton electrodes; 1 bundle weights; 3 bags hardware; 3 cartons globes for lanterns; 1 m/v spring; 1 case m/v spares.
			E.E. Co. 66/939/64 Kampala via Mombasa ..	1 carton fluorescent tube fittings.
452/4-11-65	Eizan Maru ..	North 4-8-65	U G P L Kampala via Mombasa	1 carton empty tins.
			T.A. ALH TOKO/149/65 25277-2 Nairobi via Mombasa.	1 case cotton piece goods.
			M C CHIP BOARD Mombasa No. 89, 78 ..	2 bales printing and packing paper.
453/8-11-65	Jelsa	North 18-8-65	M.I. Zaarguma Maidan	8 cartons tomato sauce.
454/4-11-65	Werner Seelinbinder	South 3-8-65	K.B.N. Mombasa 1 White 1 Red	1 bundle steel bars.
			539 Mr. KI NI Union of Teachers, P.O. Box 30407 Kenya, E. Africa -/ 1/1.	1 case personal effects.
473/4-11-65	Usumbara	South 10-8-65	A T A Mombasa	1 keg Atta cleaner.
458/4-11-65	Uckermark ..	North 12-8-65	T O M XF 112 Mombasa	1 carton safety matches.
460/8-11-65	Balkan	North 18-8-65	Mr. S. F. Mbeo, Parliament Building, Box 1842, Nairobi 765-1, 11,009.	1 case personal effects.

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

W.E.K. No. and Date	Ship's Name	Whence Imported	Marks	Goods
462/8-11-65	Indiana	South 3-6-65	H.B. & Co. Mombasa S/Marks, Nathwani, Mombasa.	1 case tomato sauce.
463/4-11-65	Olderkerk	East 21-6-65	S M M Nawshad Moshi via Tanga S.800 .. B. Kanti 4987 Kampala via Mombasa .. BM. Ltd. EURO 32042 Kisumu via Mombasa 1/2.	1 carton ghee. 1 bag salt (coarse). 2 cases auto spare parts.
466/4-11-65	Straat Jahore ..	North 8-6-65	NIL NP. Mart Ltd. Kampala, Mombasa K.L. Kampala via Mombasa F.L. Kampala via Mombasa Starton G.503 Nairobi via Mombasa .. A H J TCA/40/65 Mombasa 84/791/RAY D 562 P C S Nakuru via Mombasa.	1 carton tyre re-treading material. 1 carton lime flavouring essence. 2 cartons diced fruit salad. 1 carton honey. 1 carton pears. 4 cartons honey.
465/4-11-65	Braemar Castle ..	South 4-8-65	Miss S. Derham c/o Braemar Castle Mombasa Port of Destination Beira.	1 case personal effects.
464/4-11-65	Yang-Tse	North 2-8-65	C.T.C. Mombasa Hard Iron 2015 Mombasa -/ 7 NIL E A O/NO OEA/99 GR Mombasa S & S 10244 Mombasa or Mombasa 10244 -/ 30.	1 dog kennel. 1 bale coir mats. 1 roll coir mats. 5 bundles coir mats. 6 cartons personal effects. 1 carton empty bottles.
468/4-11-65	Straat Diamen ..	South 9-7-65	A.H.J. TCA/40/65 Mombasa	1 carton honey.
467/4-11-65	Moanda	9-8-65	K.W. Nairobi via Mombasa	1 bag fertilizer.
468/31-8-65	Emerigo Vespucci ..	North 2-6-65	H.I. & Co. Toledo 1174-A -/ 2	1 case statue.
469/4-11-65	Rhodesia Castle ..	North 3-6-65	NT/1079 Delta Nairobi via Mombasa ..	1 case m/v spares.
470/8-11-65	C. Brodin	North 28-6-65	NIL Zesta Tomato Sauce Nairobi via Mombasa .. NIL -/ 98 TD/65/358/391 Tororo via Mombasa ..	6 bundles egg trays; 1 reel paper. 13 cartons empty bottles. 1 carton condensed milk. 4 bags sulphur.
471/4-11-65	Nordwind	N. East 17-6-65	NIL D O A L Mombasa	1 bale cotton piece goods. 1 parcel printed paper.
472/4-11-65	Blitar	North 23-7-65	C M S C Addis Ababa via Djibouti 5828/29 A -/ 1/2. NIL	2 cases medicines. 1 parcel wax paper; 2 pieces machinery parts.
409/18-10-65	Congo Moko ..	North 2-8-65	SWAN 4/65 Mombasa Aggar und Hydro Technik G.M.B.H., Mulindi, Rwanda, Mombasa.	1 bundle hardboard. 1 case grinding machine.
473/22-11-65	Merwelloyd ..	S. East 31-8-65	C.C.EC 165-65 Fanta Nairobi via Mombasa	6 cartons empty bottles.
474/22-11-65	Africa	South 25-8-65	Miss F. B. Atto, P.O. Box 129, Gulu, Uganda E.A. Lakhbro 44-616 Nairobi via Mombasa -/ -/ 7193.	1 case personal effects. 1 carton spaghetti.
475/22-11-65	Legnica	North 22-7-65	Fakrur Nairobi Mombasa -/ 49 NIL S G M E 27096 1, 2, 6, 7, Nairobi, Kenya F.A. Jubilee Tyres Remoulding Services.	1 case sheet glasses. 1 case sheet glasses. 4 cartons tyre retreading material.
476/22-11-65	Forester	South 19-6-65	T O M Kampala Mombasa NC 181 ..	2 cases hoes.
477/4-11-65	Houtman	South 4-8-65	NIL O C A Mombasa	5 manhole covers. 1 case samples of tools.
478/22-11-65	Tjibantjet	South 3-6-65	30268 Mombasa J.H. C.L. Kuching Umpeck 572 Kampala via MSA -/ 389, 390, 393.	2 cases bicycle spare parts. 17 coils wire. 3 cases tin mugs.
479/22-11-65	Tjikampek	S. East 31-8-65	K.T.L. NIL Shamjibhai 17 Jinja via Mombasa -/ 4 .. Queensway Nairobi 15-477 via Mombasa 1/10 .. C C MW 15545 Nairobi via Mombasa ..	1 case cotton strings. 2 empty suitcases. 1 case torch batteries. 1 carton canned meat. 2 cartons fish.
480/22-11-65	Moero	North 2-6-65	OG 5751/414 1-4 Mombasa NIL E 8090 Mombasa TOM 1056 Nairobi via Mombasa	2 cases personal effects. 1 roll roofing felt. 1 case medicines. 1 case safety matches.
481/22-11-65	Zuiderkerk ..	S. East 24-8-65	NIL	1 bundle paper.
482/30-7-65	Braemar Castle ..	South 6-5-65	Mambo 488 Kampala via Mombasa 17.72 ..	2 bundles motor car springs.
483/23-1-65	Arendskerk ..	South 7-11-64	NIL White Paint NIL Red Paint Wilkins Mombasa	4 metal ingots. 8 metal ingots. 1 crate Wilkins engine.
484/22-11-65	Southern Progress ..	North 27-8-65	NIL P.C.C.L. 72/594 Nairobi via Mombasa ..	1 stoneware pipe. 1 carton sugar.
486/22-11-65	Roggeveen	S. East 24-8-65	NIL	1 carton duplicating paper.
361/9-9-65	Reuben Tipton ..	South 3-6-65	NIL	

UNCLAIMED GOODS LYING IN CUSTOMS WAREHOUSE FOR OVER TWO MONTHS

Q. No.	Ship's Name	Marks	Goods
268	Unknown	C.W.H. Plastic Shoes Kampala via Mombasa .. A.C. Stock Mombasa NIL	3 bags rubber mouldings. 1 bag Danish superwhite cement. 1 carton m/v bulbs; 1 carton containing 5 tins x 1 gallon "Soyabean Salad Oil" and 1 empty tin "Soyabean Salad Oil"; 1 carton ghee; 1 carton lemon juice; 2 cartons crown corks; 1 carton sugar crystals; 1 carton rubber mats; 1 carton containing 4 rolls c.p. goods.
270	Madagascar Maru ..	NIL	1 pair second-hand boots; 14 cycle chain wheels; 23 cycle pedal shafts; 5 bundles wall pictures; 1 rubber ball; 4 toys; 4 belts; 1 plastic bottle (empty).

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

Q. No.	Ship's Name	Marks	Goods
272	Santhia	A.B.O. or NIL	1 bag personal effects.
273	Ferdinand de Lesseps	NIL	1 basket personal effects.
274	Jamhuri	BLOTAS Mombasa	2 suitcases personal effects.
275	Kenya	NIL	1 small basket personal effects.
276	Karanja	NIL	1 plastic packet containing personal effects.
277	Anton Saefkow	NIL	30 skeins thread; 1 tin cocoa; 3 bottles Pan Massala; 1 doz. pad bolts; 1 doz. Tower bolt sets.
278	Unknown	NIL	26 doz clothes pegs.
279	Maurice Delmas	NIL	10 doz. radio batteries; 13 second-hand jackets.
280	Chinkoa	NIL	19 tins condensed milk (dented); 1 piece "U" clamp; 1 bottle wine; 1 tin provision; 4 rat traps.
282	Maurice Delmas	NIL	7 bottles Windex with ammonia "D"; 21 tins Glow fuel; 11 bottles whole dills; 10 bottles ammonia.
283	Omis	NIL	199 pieces rubber soles.
284	Van Diemen	NIL	550 tins tomato paste.
286	Jean Laborde	Rudacikiriwa Victor Bujumbura via Mombasa	4 tins condensed milk.
287	State of Bombay	NIL	2 carry bags personal effects.
288	King City	NIL	34 bottles grips water; 4 ladies odd shoes; 10 rolls yarn; 2 aluminium utensils.
290	Admiralty Flyer	NIL	1 bag empty bottles; 4 tins provisions; 28 hoes; 89 pieces second-hand clothing; 4 boxes filler paste; 26 pieces Singer sewing machine spare parts; 1 wall safe; 1 tool; 20 pieces steel irons; 1 motor car tube; 119 packets soap powder; 1 lantern globe; 4 rolls cotton tapes; 2 tins Ovaltine (dented); 1 tin face powder; 2 tins lub. oil; 13 bottles chutney; 1 tin soup; 2 tins yeast (dented); 17 belts; 4 rolls paper; 1 wire basket.
291	Santhia	NIL	8 pieces second-hand clothing; 2 second-hand blankets; 3 tins talcum powder; 1 tin milk food; 1 packet knitting wool; 35 boxes chewing gum; 1 plastic advertising model.
292	Garrybank	NIL	2 rolls c.p. goods; 2 pieces second-hand clothing.
293	Meiyo Maru	NIL	11 crepe sole rubber sheets.
			2 toys.

ABANDONED GOODS LYING IN CUSTOMS WAREHOUSE FOR OVER TWO MONTHS

1 lot wood panels and ironware; 20 broken pieces asbestos pipes.

BONDED GOODS DUE FOR SALE IN DEFAULT OF REWAREHOUSING

Bond	Entry No. and Date	Importer	Goods
19	Re-Whg. 110 of 2-10-63	P.J.J. Mombasa No. 2 Express Transport Co. (MSA) Ltd.	1 case personal effects.
19	Re-Whg. 112 of 2-10-63	N. M. Nakatudde Mombasa Express Transport Co. (MSA) Ltd.	1 trunk personal effects.
19	Re-Whg. 113 of 2-10-63	M. W. Musoke-1 Express Transport Co. (MSA) Ltd.	1 trunk personal effects.
19	Re-Whg. 111 of 2-10-63	M/s. Frutall Products Eldoret	15 cases Guinness stout.

GAZETTE NOTICE No. 370

CIVIL AIRCRAFT ACCIDENT

INSPECTOR'S INVESTIGATION

NOTICE is hereby given that an Inspector's Investigation is taking place into the cause of the accident which occurred on 20th January 1966, at Marsabit, Kenya, to a Cessna 182 5Y-AAM piloted by I. S. Cameron.

Any persons interested who desire to make representations as to the circumstances or cause of this accident should do so in writing to the Chief Inspector of Accidents, P.O. Box 30163, Nairobi, within 14 days of this notice and should quote the reference CAV/ACC/1/66.

Dated this 20th day of January 1966.

GAZETTE NOTICE No. 371

ARMED FORCES SUPPLY

TENDER NOTICE No. 1/66

TENDERS are invited for the supply of Fresh Pasteurized Milk to the Army Supply Depot, Kahawa, for the period 1st April 1966, to 31st March 1967.

Tender documents may be obtained on written application from DADOS (Sups), Army Headquarters, P.O. Box 30503, Nairobi. The closing date for submission of tenders will be noon on Friday, 25th February 1966.

It will be a condition of any contract entered into that the appointed contractor shall, at the time of, or prior to, the signing of the contract, deposit a sum which shall be not less than 10 per cent of the total value of the contract.

GAZETTE NOTICE No. 372

THE PHARMACY AND POISONS ACT

(Cap. 244)

ADDITION TO THE REGISTER

Notified pursuant to section 11

THE undermentioned, having applied for registration in Kenya, and having satisfied the Pharmacy and Poisons Board of his qualifications, has had his name and particulars added to the Register of Pharmacists, as follows:—

Reg. No. Name, Qualification and Address
305 .. Aziz A. Damani, M.P.S. (GREAT BRITAIN), P.O. Box 737, Dar es Salaam.

Dated this 25th day of January 1966.

H. R. AMIN,
Registrar of Pharmacists.

GAZETTE NOTICE No. 373

THE REGISTRATION OF PERSONS ACT

(Cap. 107)

APPOINTMENT OF REGISTRATION OFFICER

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

JOSEPHAT HARRY KAMAU

to be Registration Officer for the purposes of the Act, with effect from 18th January 1966.

Dated this 18th day of January 1966.

N. E. HUCKLE,
Principal Registrar.

GAZETTE NOTICE No. 374

THE INDUSTRIAL COURT

CAUSE No. 51 of 1965

Parties:

The Kenya Chemical Workers' Union
and
The Kenya Glass Works Limited

Issues in Dispute:

- (i) Increases in Wages.
- (ii) The Date of Implementation.
- (iii) Gratuity.

1. The Parties were heard in Nairobi on 16th December 1965 and 12th January 1966. The Kenya Chemical Workers' Union in addition to relying on its written and verbal submissions called three witnesses. The Kenya Glass Works Limited relied on their written and verbal submissions.

GENERAL BACKGROUND

2. The Kenya Chemical Workers' Union shall hereinafter be referred to as the Claimants and the Kenya Glass Works Limited shall hereinafter be referred to as the Respondents.

A Recognition Agreement dated 4th May 1962 exists between the Parties hereto. It provides for amongst other things negotiating procedure and creates a Negotiating Committee as the sole Committee dealing with all matters affecting workers and the management. Clause 4 of the Recognition Agreement provides as follows:—

- (a) There shall be set up a body known as the Negotiating Committee for employees working under Kenya Glass Works Limited, it will meet within 14 days. The Negotiating Committee shall be the sole Committee dealing with all matters affecting workers and the Management.
- (i) The Negotiating Committee shall consist of at least two representatives from each side on representational capacity, with the Chairman appointed from the members representing Management.
- (ii) The Company and/or the Union shall present their case or matters to the Negotiating Committee which body shall explore all means of promoting workers human relations, justice, bettering good understanding between both parties and to explore means of amicable settlement in all matters affecting workers or Industry covered by this Memorandum may be raised directly to the Negotiating Committee for discussion by the Company and the Union.
- (iii) The Agreement or decisions entered into through procedure for avoiding dispute as constituted here from the beginning and through Negotiating Committee shall be voluntary agreements under the terms of this Memorandum of Agreement and shall be directly concerned with wages and conditions and Terms of Employment at the Industry and/or Factory for the well-being of the working class.

The existing agreement regulating wages and terms and conditions expired on 31st December 1964 and the Claimants submitted fresh demands to the Respondents in March 1965. On 20th March, the Respondents drew the Claimants' attention to the standstill applying in respect of the wage clause under the Tripartite Agreement. The Claimants did not, however, agree that the wage standstill under the Tripartite Agreement was applicable to them as they felt that the interests of their own members were of paramount importance. Further correspondence ensued and on 23rd April, the Claimants threatened to take strike action. Despite a letter from the Permanent Secretary, Ministry of Labour, of 29th April to the Claimants advising them of the obligations under the Tripartite Agreement. This was followed by further lengthy correspondence and on 16th July the Claimants resuscitated their threat.

At this stage the Respondents deemed it in the interest of their business to take necessary measures and accordingly on the 19th July they notified the existence of a trade dispute to the Minister for Labour. The items referred to the Minister involved the effective date and the question of gratuity. On 29th July 1965, Mr. Omondi was appointed conciliator. It appears that prior to this date the Respondents had negotiated with the shop stewards and the Branch Treasurer and had agreed to certain increases. The Ministry of Labour was advised of this by the Respondents.

On 2nd September 1965 the conciliator wrote to the Permanent Secretary, Ministry of Labour with copies to the various parties setting out the minutes of the conciliation meeting. In this he has listed three issues in dispute, i.e. increases in wages, the date of implementation of any agreed wages and gratuity scheme. He also recorded that the Respondents were not prepared on the advice of the F.K.E. to discuss wages and implementation on their behalf. These items were, therefore, in the opinion of the conciliator still outstanding and in dispute. Concerning the gratuity scheme the conciliator recorded an agreement that the scheme would be based on two weeks' pay to an employee for every complete year of service, provided

the employee had served four years or more. This would stop at the commencement of the National Provident Fund Scheme.

The conciliator also recorded that the General Secretary of the Claimants was not present at this meeting and the Claimants reserved the right to open negotiations on certain details of the scheme. On 14th October the Claimants' General Secretary wrote to the conciliator indicating acceptance of—(a) the conciliator's report of the proceedings held on the 12th August and (b) the Claimants' acceptance of the wage increases negotiated by the shop stewards and the Branch Treasurer but introducing a qualification that any acceptance by subordinate officials was conditional on the implementation date being between April and July 1965. The Claimants stated that as the management persisted in adhering to the terms of the Tripartite Agreement, the wages offered and accepted were rejected. After further correspondence the conciliator arranged another meeting on 3rd November which was attended by the Claimants' General Secretary, the Respondents and an officer of the F.K.E. As no agreement could be reached, notification of dispute (Form "A") to the Industrial Court was signed by the Parties on the same date containing the aforesaid three issues.

MAIN SUBMISSIONS ON BEHALF OF THE CLAIMANTS

3. (a) *Increases in Wages.*—The Claimants stated that the current rates being paid to the Respondents' employees were as follows:—

		Per Month
		Sh. cts.
Grade 5	.. .. .	222 50
Grade 4	.. .. .	230 00
Grade 3	.. .. .	270 00
Grade 2	.. .. .	350 00
Grade 1	.. .. .	530 00

They submitted that these rates did not offer adequate remuneration to the employees and that there was room for further increases on these present rates. They urged the Court to consider that they were still a long way from their declared target of a minimum wage of Sh. 350 per month for the lowest paid worker. They pointed out that before Kenya achieved her Independence African workers had lived on starvation wages and had been exploited for nearly 70 years. It was only natural that these workers since Independence should try to raise their standard of living. The Claimants stated that the three East African Governments had laid emphasis on the need for a high wage economy, social security and old age pension schemes. School fees, taxes and the cost of living had risen in the last three years. The Claimants submitted that a single worker needed, for his bare necessities, a sum of Sh. 245 per month and a worker with a family required Sh. 498 per month.

The Claimants urged the following points for the Court's consideration and suggested that these should be taken into account when wages were assessed:—

- (a) *Food.*—To enable the employee and his family to get enough food every day to replace the energy used in living and working.
- (b) *Clothing.*—Enough clothes for an employee and his family to appear decently dressed with proper protection from the weather.
- (c) *Housing.*—Housing of a standard under which the employee and his family could live under healthy and hygienic conditions.
- (d) *Security.*
- (e) *Education.*—An employee, his wife and children should be afforded the opportunity to develop talents and ability to the fullest extent.

In order to achieve the above, workers should be paid higher wages. The Respondents had not pleaded at any stage their inability to meet the cost of the Claimants' demands.

The Claimants pointed out that the Respondents had made the following offers on the various grades:—

- Grade 5—Offer made Sh. 237/50 per month.
Final offer—Sh. 245.
- Grade 4—Offer made Sh. 245 per month.
Final offer—Sh. 252/50.
- Grade 3—Offer made Sh. 285 per month.
Final offer—Sh. 295.
- Grade 2—Offer made Sh. 370 per month.
Final offer—Sh. 385.
- Grade 1—Offer made Sh. 555 per month.
Final offer—Sh. 570.

They strongly refuted that the final offer mentioned above had been accepted by them and that only the effective date for these wages remained an issue. They requested the Court to make an award in accordance with their demands.

(b) *Date of Implementation.*—The Claimants submitted that the Tripartite Agreement ceased to be an instrument of industrial relations on 7th April 1965. By that time the Claimants had suffered a wage freeze for three months. They stated that if an agreement under which certain obligations had arisen ended, then the obligations ceased from the date of the termination of the agreement.

If the intention of the Parties had been to the contrary, then a proviso should have been included to that effect in the Kenya Government press release dated 7th April 1965 on the Tripartite Agreement. They submitted that the implementation date, therefore, should be 1st April 1965 and the award of the Court should be of 12 months' duration from that date. During negotiations they had been prepared to accept the effective date in August then September and finally October 1965, but none of these were acceptable to the Respondents.

(c) *Gratuity*.—The Claimants submitted that on or about the 15th of May 1965 at a Negotiating Committee meeting agreement was reached with the Respondents on this issue to the following extent:—

Those employees who had been in employment with the Respondents from 1947 to 1961 would be entitled to gratuity payment on the following basis:—

One to five years' service would entitle an employee to ten days' pay for every completed year of service.

Those with more than five years' service would be entitled to 14 days' pay for every completed year of service.

The only issue before the Court was to provide a gratuity between the years 1961 to 1965 and they demanded that the following benefits should be introduced by the Respondents for this period:—

(a) On completion of one year up to five years' continuous service with the Company, an employee should be paid a gratuity payment of one month's pay for each completed year of service with the Company.

(b) On completion of six years and over but less than 12 years' service, an employee of the Company should be paid a gratuity of one and a half months' pay for each completed year of service with the Company.

(c) After 12 years and over with the Company, an employee should be paid a gratuity payment of two months' pay for each completed year of service.

The Claimants called three witnesses to prove the aforesaid agreement which they maintained was not conditional on agreement being reached on the issues of wages and the date of implementation. They also produced documentary evidence to show that although there had been a change in the management the employers had all along been the Respondents.

Without prejudice to these arguments the Claimants requested the Court, if it felt that there was no agreement on this issue, to make an award on the lines suggested by the Claimants giving the employees benefit of their service to the Respondents from the date of their first engagement. Alternatively they asked the Court, if there was any doubt, to refer this issue back to the Parties for negotiation for the period prior to June 1961.

MAIN SUBMISSIONS ON BEHALF OF THE RESPONDENTS

(a) *Wage Increases*.—The Respondents submitted that their first offer and the subsequent offer which was accepted were both made on the clear understanding that the effective date for these increases would be from 1st March 1966. They had at no time compromised over the effective date as they were fully entitled to the wage standstill benefit under the Tripartite Agreement, having discharged their part of the obligations in taking on 10 per cent additional staff and providing them not only with 14 months' employment but continuous employment opportunities. They stated that the Claimants' officials had accepted the final offer made by them and which was stated below:—

					Per Month
					Sh. cts.
Grade 1	..	..	..	..	570 00
Grade 2	..	..	..	..	385 00
Grade 3	..	..	..	..	295 00
Grade 4	..	..	..	..	252 50
Grade 5	..	..	..	..	245 00

They pointed out that these were a counter offer to their proposals for a wage increase effective from 1st March 1966. It was clear and it had been underlined in negotiation that these offers and counter offers related as it was to the effective date, must conclude the negotiations on wages.

It would be highly improper for the Claimants' General Secretary to repudiate this merely because it did not suit his overall policy in respect of the Tripartite Agreement. It was also clear that the Branch Officials had never deviated from the fact that they reached agreement with the Respondents on these figures. In negotiation they had endorsed this fact and subsequently at the meeting arranged to clarify the conciliation proceeding the Claimants repeated their acceptance. The Respondents were of the view that the wages that had been agreed between the Claimants' Branch Officials and the Respondents should be endorsed by the Court as they were in any event in line with the general trend in the country.

(b) *Date of Implementation*.—The Respondents submitted that in the present dispute there were no technical arguments available to the Claimants which allowed for any deviation in respect of applying the Tripartite Agreement. The agreement between the Parties which was subject to the standstill was clearly made a long time before the Tripartite Agreement was

contemplated and its natural ending fell within the active life of the agreement and thus the standstill was applied automatically. In these circumstances they asked for the implementation date to be 1st March 1966.

(c) *Gratuity*.—The Respondents submitted that at no time was an agreement reached between the Parties on this issue as suggested by the Claimants. The Respondents had made certain proposals which were conditional on the date of implementation for the increase in wages being 1st March 1966 and the acceptance by the Claimants of the wages negotiated. The management was, in the event of the Claimants agreeing to this, to refer the whole arrangement to their Head Office in Uganda for confirmation. The Respondents submitted that the Claimants never accepted these proposals, and there was no mention of this agreement at the conciliation meeting during November 1965. The Respondents stated that there had been an agreement in conciliation on this issue to the following effect:—

"All employees who are not members of the Madhvani Group Insurance Scheme from June 1961 should be entitled to the following gratuity:—

Employees of four years and over—two weeks' salary for each completed year of service.

Employees of three years and over—75 per cent of two weeks for each completed year of service.

Employees of two years and over—50 per cent of two weeks for each completed year of service.

Employees of one year and over—25 per cent of two weeks for each completed year of service."

The Respondents said that the Claimants had repudiated this agreement and they requested the Court to decide whether it was right or not that the Claimants may at their whim choose to reject offers made in good faith by the Respondents and accepted by properly accredited Claimants' officials. The Respondents asked the Court to endorse this agreement.

The Respondents further stated that prior to 1961 the factory was closed for seven months every year during which time all the employees were discharged and re-engaged when the factory commenced operation the following year. Moreover, the Respondents were running at a loss. In these circumstances they submitted that the gratuity scheme should be introduced with effect from June 1961 and not from any date prior to that.

AWARD

5. The Court is satisfied that all the meetings held between the Parties and their representatives on various dates during 1965 were held to discuss and negotiate on various issues including the three in this dispute. Whereas agreement was reached on all the other items the following three issues— increase in wages, the date of implementation and gratuity scheme were subjected to a great deal of discussion. The Respondents' offers on these three issues were in the nature of a package deal. The Claimants also conceded that the agreement on wages was conditional on the effective date being April 1965. In view of these conditions which were attached to these proposals the Court finds that no conclusive agreement was reached on any of these issues:—

The Court, therefore, makes the following award:—

(a) *Increases in Wages*:—

					Per Month
					Sh. cts.
Grade 5	..	..	..	..	255 00
Grade 4	..	..	..	..	258 50
Grade 3	..	..	..	..	303 50
Grade 2	..	..	..	..	390 00
Grade 1	..	..	..	..	575 00

(b) *Date of Implementation*.—This award shall be with effect from 1st March 1966, and shall be for a period of 12 months.

(c) *Gratuity*.—The Court awards that on completion of four years' continuous service, an employee shall be entitled to two weeks' pay for each completed year of service by way of gratuity to be based on the employee's salary at the time of the termination of his service. The effective date shall be the date when the employee's contract of service commenced with the Respondents Kenya Glass Works Limited.

This part of the award shall cease with the implementation of the National Social Security Scheme in so far as this benefit shall then be provided for by the National Scheme. Employees shall, however, continue to benefit under this award for services rendered up to the date of the implementation of the National Scheme. For example, if an employee retires after eight years of service, having rendered five of them after the commencement of the National Scheme, then he shall be provided for the first three years on the basis of this award and the remaining five years will be subject to the National Scheme.

Given in Nairobi this 25th day of January 1966.

SAEED R. COCKAR,
President.
A. OGOLA,
MRS. E. MUTURI,
Members.

GAZETTE NOTICE NO. 375

THE INDUSTRIAL COURT

CAUSE NO. 58 OF 1965

Parties:—

The Domestic and Hotel Workers' Union
and
The Elliot's Bakeries Limited

Issue in dispute:—

The interpretation of clauses 4 (b) and (c) of the current Agreement on Terms and Conditions of Service which read as follows:—

- 4 (b) any employee receiving three warnings within a period of 365 consecutive days shall be subject to dismissal without further notice on receipt of the third warning;
(c) if an employee, who has received one of two warnings, completes a period of six months' continuous service from that date of the last offence, either one or both warnings, as the case may be, shall be removed from his record.

1. The Parties were heard in Nairobi on 7th January 1966, and relied on their written and verbal submissions.

GENERAL BACKGROUND

2. The Domestic and Hotel Workers' Union shall hereinafter be referred to as the Claimants and the Elliot's Bakeries Limited shall hereinafter be referred to as the Respondents.

An agreement dated 1st November 1965, was entered into by the Parties and was signed by Mr. Davidson for the Respondents and Mr. Mugo for the Claimants. This agreement under clause 4 dealing with the warnings contains paragraphs (b) and (c) which are reproduced hereinbelow in full:—

"Paragraph (b).—Any employee receiving three warnings within a period of 365 consecutive days shall be subject to dismissal, without further notice, on receipt of the third warning.

Paragraph (c).—If any employee who has received one or two warnings completes a period of six months' continuous service from the date of the last offence, either one or both warnings, as the case may be, shall be removed from his record."

On 13th August an employee of the Respondents was dismissed and the letter of dismissal read as follows:—

"Dear Sir,

Dismissal for Minor Offence

Further to your previous warnings for misconduct as advised to you, in writing, on the following dates:—

1. 4th November 1964.
2. 12th January 1965.

I have to inform you that your services are no longer required by this Company and this letter serves as your notice of instant dismissal.

Yours faithfully,
for Elliot's Bakeries Limited.
Signed by General Manager.

Signature of Employee

c.c. Shop-steward,
Employee's Record,
The Union.

Details of Third Offence

On 11th and 12th August 1965, you failed to carry out a valid order in that you did not check the water in the Company vehicle KGU 533, before driving it—a breach of daily routine instructions to drivers."

The Claimants strongly objected to their member's dismissal in these circumstances and claimed that the Respondents had acted contrary to clause 4 (c) of their agreement. The Respondents on the other hand maintained that their action in dismissing the aforesaid employee was in accordance with the agreement existing between the Parties. They also attempted to seek the Claimants' agreement to an amendment of clauses 4 (b) and (c) in order to remove any ambiguity.

After the dismissal of the said employee correspondence was exchanged between the Parties and no satisfactory solution having been found the Claimants notified the Ministry of Labour of an existence of a trade dispute. On 19th and 22nd October 1965, two Form A's were sent to the Respondents who refused to sign the forms as they were then worded. Eventually on 7th November 1965, Notification of Dispute Form "A" was signed between the Parties. This form states the issues as aforesaid and the Claimants are stated to be representing the following class or classes of worker:—

"All employees subject to the exclusions created by the current FKE/KFL Agreement on supervisory, managerial and confidential staff."

MAIN SUBMISSIONS ON BEHALF OF THE CLAIMANTS

3. The Claimants submitted that the cause of the dispute was the instant dismissal of a driver which took place on

13th August 1965. This dismissal they claimed was contrary to clause 4 (c) which they submitted that the Respondents had dishonoured and misinterpreted. Clause 4 (b) was subject to and should be read in conjunction with clause 4 (c). If this were done then the driver who received his third warning on 3rd August 1965, after he had done more than six months was wrongfully dismissed on the commission of the third offence. They stated that their interpretation had been upheld by the Senior Labour Officer also. They drew the Court's attention to the various letters that had been exchanged between the Parties and the Ministry of Labour in order to support their point of view and requested the Court to confirm their interpretation and to order the reinstatement of the driver concerned with full pay from the time of his alleged dismissal.

MAIN SUBMISSIONS ON BEHALF OF THE RESPONDENTS

4. The Respondents gave their interpretation of clauses 4 (b) and (c) as follows:—

"(b) the third warning, if given within a period of 365 consecutive days from the first warning could be considered as reasonable proof that an employee was unsatisfactory for continued employment within the business and that dismissal was justified;

(c) the Respondents' interpretation had been that if the employee completed six months' service from the date of the last warning the previous warning would be deleted from his record."

This, of course, never intended to negative paragraph (b) which the Respondents maintained was still effective but was merely intended by them to expunge the previous warning from being permanently recorded on the employee's record.

The Respondents further submitted that as it became obvious that there was some ambiguity connected with the two clauses and they endeavoured to appreciate the Claimants' interpretation and in doing so realized that some amendment was necessary to avoid any semblance of contradiction between the clauses and found that a change would be essential which would provide constant time factor in both paragraphs (b) and (c) if the two paragraphs had to be retained. Accordingly they submitted their first amendment proposal to the Claimants on 27th August 1965, which was ignored and presumably not accepted by the Claimants. On 11th November 1965, the Respondents again wrote to the Claimants giving them notice in accordance with clause 16 for the proposed amendments of clauses 4 (b) and (c). The Claimants again advised them that the proposals were rejected. The Claimants themselves had not submitted any proposals for the Respondents' consideration. The Respondents asked the Court to order amendments in accordance with their proposals as they were fair and reasonable.

AWARD

5. The Court cannot accept the Claimants' submission that the employee whose dismissal led to the present dispute should be ordered by the Court to be reinstated. The Notification of Dispute Form "A" which has been signed by the Parties clearly shows that only an interpretation of clauses 4 (b) and (c) is sought from the Court. The Court, therefore, intends to confine itself to the issue in dispute only.

Clauses 4 (b) and (c) of the agreement between the Parties are unusual and are very poorly drawn. The result, if both the sections were read separately, would mean that they cancel each other out and the Parties are left with no provision on the particular point which they attempted to provide for in 4 (b) and (c). This certainly would not appear to be the intention of the Parties. Both the signatories to this agreement were present in Court but none of them was called to give evidence. In these circumstances the Court is left to draw its own conclusions.

The Court is satisfied that clause 4 (b) is restricted and is subject to the provision in clause (c) as otherwise it would be pointless to have incorporated section "C" in the agreement. The Court does not accept the Respondents' interpretation.

The interpretation of clauses 4 (b) and (c) is that if an employee completes six months of continuous service without repeating an offence for which he had already received two warnings then these two warnings lapse, and are not to be taken into account. Similarly if six months have lapsed after the first warning then the first warning would also lapse.

The Respondents have asked the Court to amend both these sections in order to remove any ambiguity but again the Court is constrained due to the issue in dispute to reject this demand. The Parties should get together at any early date to negotiate on the proposed amendments to clauses 4 (b) and (c) and failing a settlement they should follow the normal procedure open to them.

Given in Nairobi this 21st day of January 1966.

SAEED R. COCKAR,
President.

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

WINSTON KIMANI,
Member.

GAZETTE NOTICE No. 376

THE INDUSTRIAL COURT

CAUSE No. 62 OF 1965

Parties:

The Kenya Chemical Workers' Union
and

Messrs. Coates Brothers (East Africa) Limited

Issues in Dispute:

- (a) Increases in Wages.
- (b) The Effective Date of Such Increases.
- (c) Annual Paid Leave.
- (d) Service Gratuity.
- (e) Job Classification.

1. The Parties were heard in Nairobi on the 13th and 14th of January 1966 and relied on their written and verbal submissions.

GENERAL BACKGROUND

2. The Kenya Chemical Workers' Union shall hereinafter be called the Claimants and Messrs. Coates Brothers (East Africa) Limited shall hereinafter be called the Respondents.

The Respondents recognized the Claimants in 1962 when approaches were first made to them by the Claimants' General Secretary. The first agreement on Terms and Conditions of Service was signed on the 21st December 1962 and was applicable for a period of 12 months from 1st November 1962.

A further amended agreement was entered into between the Respondents and the Claimants applicable from the 1st November 1963 for a period of 12 months. This agreement was produced in Court.

The Claimants submitted fresh demands to the Respondents on 8th May 1965. This resulted in meetings between the Parties on 9th June, 8th July and 22nd July. At these meetings various offers were made which the Claimants were not able to accept. As deadlock had been reached resort was made to conciliation. Since no agreement could be arrived at during conciliation proceedings the dispute was referred to the Industrial Court in accordance with the Trade Disputes Act, 1965. Parties signed the Notification of Dispute Form "A" on 14th December 1965 containing the aforesaid five issues.

The Respondents are a "service" industry and are engaged in the production of a very wide variety of different types of technical inks involving the use in manufacture of several hundred types of raw materials.

MAIN SUBMISSIONS ON BEHALF OF THE CLAIMANTS

3. (a) *Increases in Wages.*—The Claimants submitted that the Respondents were an international Company and were in a position to meet their demands. The present wages for the various grades were as follows:—

	Sh.
Grade I	500
Grade II	370
Grade III	320
Grade IV	250
Grade V	220

These rates were not adequate to meet the requirements of workers nor did they represent a fair remuneration for the type of work that the employees were called to do in the various grades. Even the increments offered by the Respondents, ranging from Sh. 19 to Sh. 30, fell far short of the figures the Claimants had demanded, which were:—

	Sh.
Grade I	860
Grade II	720
Grade III	580
Grade IV	480
Grade V	400

They urged the Court to consider that they were still a long way off from their declared target of a minimum of Sh. 350 per month for the lowest paid worker. They pointed out that before Kenya achieved her Independence African workers had lived on starvation wages and had been exploited for nearly 70 years. It was only natural that these workers, since Independence, should try to raise their standard of living. The Claimants stated that the three East African Governments had laid emphasis on the need for a high wage economy, social security and old age pension schemes. School fees, taxes and the cost of living had gone up in the last three years. They submitted that a single worker needed, for his bare necessities, a sum of Sh. 245 per month and a worker with a family required Sh. 498 per month.

In these circumstances the Claimants requested the Court to make an award on the lines suggested by them.

(b) *The Effective Date of Such Increases.*—The Claimants submitted that the present agreement which had been concluded and signed on 11th June 1964 after the commencement of the Tripartite Agreement, was not subject to the wage standstill clause. The Parties were fully aware of all the

obligations under the Tripartite Agreement when the agreement was signed on 11th June 1964 and the obligations under the Tripartite Agreement were deliberately not included in it as otherwise the Claimants would not have signed it.

They also denied that they had given any assurance to the Respondents that they would agree to a wage standstill of 14 months on the expiry of the current agreement. The Claimants, therefore, requested the Court to award the effective date as from 8th June 1965.

(c) *Annual Paid Leave.*—The present annual paid leave entitlement for all employees amounted to 21 consecutive days. The Claimants demanded that annual leave be increased to 30 days after completion of 12 months' service as 21 days was not considered enough. This would result in increased productivity as the employees would be properly rested and would apply themselves to their work with renewed vigour. Furthermore, the Claimants submitted that the present trend was to grant 30 days' annual leave.

(d) *Service Gratuity.*—The Claimants submitted that the present agreement on this issue was unfavourable to the employees as no one would benefit under paragraph (b) or (c). The cost of the Claimants' present demand would not be unreasonably high. They requested the Court to award as follows:—

(a) After one year and up to five years' service with the Company, half month's pay for each completed year of service.

(b) After five years and up to and including ten years' service with the Company, one month's pay for each completed year of service.

(c) On completion of 11 years' service and over, one and a half months' pay for each completed year of service.

(e) *Job Classification.*—The Claimants stated that agreement had been reached on all jobs except one. This concerned an employee who the Claimants submitted should be called a laboratory assistant and should be put in Grade I. This particular employee should be allowed to join their Union and should not be considered as part of the management. They drew the Court's attention to the agreed definition of, "supervisory", by F.K.E. and K.F.L. and said that this did not in any way preclude this employee from joining the Union.

MAIN SUBMISSIONS ON BEHALF OF THE RESPONDENTS

4. (a) *Increases in Wages.*—The Respondents stated that all the raw materials used by them had to be imported as colour pigment, dyes, chemicals, solvents, etc., were not manufactured locally in East Africa. They were at present the sole manufacturers of printing inks in East Africa, but they had to compete with manufacturers in Europe who had available to them locally the greater part of their raw materials, whilst in addition, since they manufactured much larger quantities, the overseas manufacturers were able to quote prices which, even allowing for the 30 per cent East African import duty, enabled these competitive inks to land at prices below those which the Respondents were compelled to charge.

Furthermore, a recent Press report indicated that there was a possibility of another manufacturing unit being established by an Indian Company.

In these circumstances, the Respondents submitted, their offers which they had increased twice during negotiation and conciliation were fair and reasonable. These were:—

	Sh.	cts.
Grade I	530	00
Grade II	400	00
Grade III	340	00
Grade IV	267	50
Grade V	237	50

They maintained that the Claimants' demands were unrealistic and represented an increase of approximately 90 per cent. The Respondents also directed the attention of the Court to concessions already made during negotiations when a fixed travelling allowance was agreed of Sh. 50 and Sh. 75 when previously workers were only receiving actual expenses of Sh. 20 and Sh. 40.

(b) *The Effective Date of Such Increases.*—The Respondents submitted that in respect of wages they were entitled to the 12 months' extension of their present agreement awarded to them under the Tripartite Agreement for the relief of unemployment. They had engaged the 10 per cent additional labour force early in 1964 and any dismissals which took place during the currency of the Tripartite Agreement were immediately replaced by new labour. There was no reason why they should not receive the benefit of the Tripartite Agreement.

However, during negotiations the Managing Director had offered the Claimants an effective date as from the 1st November 1965 thus foregoing the Respondents' entitlement to the two months' additional standstill through the extension of the Tripartite Agreement. They requested the Court to date the agreement for a period of 12 months as from the 1st November 1965.

(c) *Annual Paid Leave.*—The Respondents stated that the Government was urging everyone to work harder and additional leave was not in line with the needs of the country. In any case, the Respondents had noticed during the past year that many employees found 21 days more than they required and they had requested that they be allowed to take one or two weeks only, and to receive the balance of their entitlement by cash payment. The Respondents, therefore, contended that 21 consecutive days were very fair and adequate. The Respondents suggested that the leave entitlement arrangement should be amended on the following basis:—

Employees with up to 5 years' service—14 consecutive days.

Employees with 6 to 10 years' service—18 consecutive days.

Employees with 11 to 15 years' service—21 consecutive days.

Employees with more than 15 years' service—28 consecutive days.

(d) *Service Gratuity.*—The Respondents stated that the present agreement on this issue was as follows:—

(a) After one year of service, and up to and including five years' service, 1½ weeks' pay for each completed year of service.

(b) After five years and up to and including 11 years' service, 2 weeks' pay for each completed year of service.

(c) On completion of 12 years and over, 3 weeks' pay for each completed year of service.

This was freely negotiated with the Claimants and no new facts had arisen which warranted a revision of this agreement. They also drew the Court's attention to the fact that it had been agreed that in the event of the National Social Security Fund becoming effective then this service gratuity agreement would no longer apply from that date.

(e) *Job Classification.*—The Respondents stated that there was no such post as "Laboratory Assistant" since the one employee concerned was at present being trained as a "Colour Matcher", but the Respondents had every hope of giving this employee more advanced technical training so that he may in due course be able to carry out more advanced laboratory work, but this required a high degree of knowledge of solvents, dyes, chemicals, ink vehicles, pigments, etc., and it took several years to gain this knowledge. Employees in the colour matching section had access to highly confidential formulae and technical manuals. The Respondents had engaged on probation three boys who had recently left school and planned to train them for colour matching and ink formulation. The Respondents could not, therefore, agree to these very junior employees being classified as Laboratory Assistants in Grade I. The Respondents pointed out that two of these young employees had already left their employment.

AWARD

5. The Court has very carefully considered the various submissions made by the Parties and awards as follows:—

(a) *Increases in Wages:*—

	Per Month
	Sh.
Grade V	245
Grade IV	275
Grade III	350
Grade II	410
Grade I	550

(b) *The Effective Date of Such Increases.*—The Court notes that clause 18 of the current agreement provides:—

"The Agreement shall be effective from 1st November 1963, and shall remain in force for a period of 12 months from that date and thereafter until it is amended by mutual agreement between the Company and the Union provided that the party desiring to amend the Agreement shall give one month's notice in writing to the other, which notice shall set out in detail the amendments such party desires."

In the circumstances the Court accepts the Respondents' proposed effective date, that is 1st November 1965 and so awards. Further the Court awards that this award shall remain in force for a period of 12 months from 1st November 1965.

(c) *Annual Paid Leave.*—Nil award.

(d) *Service Gratuity.*—Nil award.

(e) *Job Classification.*—Nil award.

Given in Nairobi this 26th day of January 1966.

SAEED R. COCKAR,
President.

E. OMOLO AGAR, M.P.,
A. A. OCHWADA, M.P.,
Vice-Presidents.

GAZETTE NOTICE No. 377

THE TRANSFER OF BUSINESSES ACT

(Cap. 500)

NOTICE is hereby given that the business of shopkeeper of cigarettes, curios and books carried on by Jitendra Jashbhai Patel, Vinodrai Chaturbhai Patel and Rajnikant Babubhai Patel under the firm name or style of Hotel Ambassadeur Kiosk at the shop situate at the premises of Hotel Ambassadeur, Government Road, Nairobi, has, as from the 8th day of January 1966, been sold and transferred to Miss Giribala Toprani (also known as Rekha) who will carry on the business at the same address under the same firm name or style of Hotel Ambassadeur Kiosk.

The address of the transferors is P.O. Box 4067, Nairobi.

The address of the transferee is P.O. Box 1872, Nairobi.

The transferee does not assume nor does she intend to assume any of the liabilities incurred by the transferors in the said business and the same will be paid and discharged by the transferors up to and including the 7th day of January 1966. All debts due to or owing by the transferors up to and including the 7th day of January 1966, will be received and paid by the transferors.

Dated at Nairobi this 11th day of January 1966.

JITENDRA JASHBHAJI PATEL,
VINODRAI CHATURBHAJI PATEL,
RAJNIKANT BABUBHAJI PATEL,
Transferors.

MISS GIRIBALA TOPRANI,
Transferee

GAZETTE NOTICE No. 378

DISSOLUTION OF PARTNERSHIP

NOTICE is hereby given that the partnership heretofore subsisting between Said Ahmed Bujra of P.O. Box 31, Malindi, Kenya, and Mohamed Ahmed Nahdy of P.O. Box 173, Malindi, carrying on business of tax owners and transporters at Malindi, under the firm name and style of Happy Taxi Service, has been dissolved by mutual consent, with effect from 30th November 1965, by the retirement therefrom of the said Mohamed Ahmed Nahdy.

As from the 1st day of December 1965, the said business is being carried by the said Said Ahmed Bujra under the same firm name and style and at the same place.

All debts due to or owing by the said firm as at the 30th day of November 1965, shall be received and paid by the continuing partner, the said Said Ahmed Bujra.

Dated at Mombasa this 11th day of January 1966.

SAID AHMED BUJRA,
Continuing Partner.

MOHAMED AHMED NAHDY,
Retiring Partner.

GAZETTE NOTICE No. 379

THE OLD MUTUAL

South African Mutual Life Assurance Society (Incorporated by Act of Parliament in South Africa with limited liability)

MUTUALPARK, PINELANDS, C.P.

LOSS OF POLICY

Policy No. 1318405 for Sh. 3,750 dated 8-7-1957 on the life of Joaquim Antonio Fernandes and the property of Joaquim Antonio Fernandes.

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

G. K. LINDSAY,
General Manager.

GAZETTE NOTICE NO. 162

THE CROWN LANDS ACT

(Cap. 280)

PLOTS FOR MEDIUM DENSITY RESIDENTIAL

THE Commissioner of Lands, on behalf of the President of Kenya, gives notice that the plots in Nandi Hills Township as described in the Schedule hereto are available for alienation and applications are invited for the direct grants of the individual plots.

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

3. Applications should be submitted to the Commissioner of Lands, Nairobi, through the District Commissioner, Nandi, stating the plot required in order of preference.

4. Applications must be sent so as to reach the District Commissioner, Nandi, not later than noon on the 8th day of February 1966.

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

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

- If the applicant is offered and takes up and pays for a plot within a period of seven days as required in paragraph 5 below, the deposit will be credited to him.
- If the application is unsuccessful the applicant's deposit will be returned to him.
- If the application is successful and the applicant fails to take up and pay for the plot offered to him within a period of 14 days as required in paragraph 5 of the General Conditions, the Commissioner of Lands may declare the deposit forfeited and the applicant shall have no further claim thereto.

General Conditions

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

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

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

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

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

Special Conditions

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

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

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

President of the Republic of Kenya or the Commissioner in respect of any antecedent breach of any condition herein contained.

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

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

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

5. The land and buildings shall only be used for medium density residential.

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

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

8. The grantee shall not subdivide the land.

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

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

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

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

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

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

Dated at Nairobi this 5th day of January 1966.

SCHEDULE

Plot No.	Area Acres (approx.)	Stand Premium	Annual Rent	Road Charges Contribution	Survey Fees
7830/93	.. 0.1377	Sh. cts. 550 80	Sh. cts. 110 20	—	Sh. 199
7830/94	.. 0.1377	550 80	110 20	—	199
7830/95	.. 0.1377	550 80	110 20	—	199
7830/96	.. 0.1526	610 40	122 10	—	199
7830/97	.. 0.1548	611 20	122 25	—	199
7830/98	.. 0.0987	400 00	80 00	—	199
7830/99	.. 0.1033	413 20	82 65	—	199
7830/100	.. 0.1033	413 20	82 65	—	199
7830/101	.. 0.1148	459 20	91 85	—	199
7830/102	.. 0.1148	459 20	91 85	—	199
7830/103	.. 0.1148	459 20	91 85	—	199
7830/104	.. 0.1148	459 20	91 85	—	199
7830/105	.. 0.1148	459 20	91 85	—	199
7830/106	.. 0.1102	441 60	88 30	—	199

GAZETTE NOTICE NO. 380

THE CROWN LANDS ACT

(Cap. 280)

NYERI—PLOTS FOR SHOPS, OFFICES AND FLATS
(EXCLUDING THE SALE OF PETROL)

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

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

3. Application forms, on the approved *pro forma* obtainable from the Township Superintendent, Nyeri, should be submitted to the Commissioner of Lands, Nairobi, through the Township Superintendent, Nyeri, stating the plots required in order of preference.

4. Applications must be sent so as to reach the Township Superintendent, Nyeri, not later than noon on 28th February 1966.

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

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

- (a) If the applicant is offered and takes up and pays for a plot within a period of 14 days as required in paragraph 5 below, the deposit will be credited to him.
- (b) If the application is unsuccessful the applicant's deposit will be returned to him.
- (c) If the application is successful and the applicant fails to take up and pay for the plot offered to him within a period of 14 days as required in paragraph 5 of the General Conditions, the Commissioner of Lands may declare the deposit forfeited and the applicant shall have no further claim thereto.

General Conditions

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

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

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

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

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

Special Conditions

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

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

Provided that if default shall be made in the performance or observance of any of the requirements of this condition it shall be lawful for the Commissioner of Lands or any person authorized by him on behalf of the President, notwithstanding anything to the contrary contained in the Crown Lands Act (Cap. 280), to re-enter into and upon the land or any part

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

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

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

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

5. The land and buildings shall only be used for shops (excluding the sale of petrol), offices and flats.

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

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

8. The grantee shall not subdivide the land.

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

Provided that such consent shall not be required for the letting of individual shops, offices and flats.

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

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

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

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

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

Dated at Nairobi this 26th day of January 1966.

SCHEDULE

Plot No.	Area (approx.)	Stand Premium	Annual Rent	Road Charges	Survey Fees
	<i>Acres</i>	<i>Sh.</i>	<i>Sh.</i>		<i>Sh.</i>
118	0.666	1,450	290	On demand	199
122	0.0689	1,200	240	"	199
123	0.0689	1,200	240	"	199
124	0.0689	1,200	240	"	199
125	0.0689	1,200	240	"	199
278	0.0907	2,765	553	"	199
279	0.091	2,400	480	"	199
280	0.091	2,400	480	"	199
281	0.091	2,400	480	"	199
282	0.091	2,400	480	"	199
283	0.091	2,400	480	"	199
284	0.091	2,400	480	"	199
285	0.0723	2,200	440	"	199

GAZETTE NOTICE NO. 381

THE CROWN LANDS ACT

(Cap. 280)

PLOT FOR WORKSHOP, GARAGE OR GODOWN

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

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

3. Applications should be submitted to the Commissioner of Lands, Nairobi, through the District Commissioner, Kericho.

4. Applications must be sent so as to reach the District Commissioner not later than noon on the 25th day of February 1966.

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

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

- (a) If the applicant is offered and takes up and pays for a plot within a period of seven days as required in paragraph 5 below, the deposit will be credited to him.
- (b) If the application is unsuccessful the applicant's deposit will be returned to him.
- (c) If the application is successful and the applicant fails to take up and pay for the plot offered to him within a period of 14 days as required in paragraph 5 of the General Conditions, the Commissioner of Lands may declare the deposit forfeited and the applicant shall have no further claim thereto.

General Conditions

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

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

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

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

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

Special Conditions

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

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

Provided that if default shall be made in the performance or observance of any of the requirements of this condition it shall be lawful for the Commissioner of Lands or any person authorized by him on behalf of the President of the Republic

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

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

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

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

5. The land and buildings shall only be used for workshop, garage or godown and residence for one person not exceeding 100 sq. ft. will be permitted.

6. The buildings shall not cover more than 90 per centum of the area of the land or such lesser area that may be prescribed by the Local Authority in its by-laws.

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

8. The grantee shall not subdivide the land.

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

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

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

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

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

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

Dated at Nairobi this 21st day of January 1966.

SCHEDULE

Lumbwa Township.—Workshop, Garage or Godown site.

Plot No.—Unsurveyed.

Area.—0.14 acre (approximately).

Stand premium.—Sh. 840.

Annual rent.—Sh. 168.

Survey fees.—On demand.

Road charges.—On demand.

GAZETTE NOTICE NO. 382

THE CROWN LANDS ACT
(Cap. 280)

KARIOBANGI—SITE FOR A PETROL SERVICE STATION
L.R. 8285/167

THE Commissioner of Lands gives notice that applications are invited in terms of proposals for development of the above-mentioned plot as described in the Schedule hereto.

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

Conditions of Sale

Applications should be addressed to the Commissioner of Lands, P.O. Box 30089, Nairobi, to reach him before noon on 8th March 1966.

2. Each application should be accompanied by a statement indicating:—

- (a) The detailed development proposals of the land, name of the consultant to be employed on the erection of the buildings. A site layout, plan showing the siting of the proposed buildings in relation to the boundaries of the land should also be submitted.
- (b) The amount of capital available for development, together with a statement from the applicants' bankers certifying that the amount is available for the construction of the buildings.
- (c) The development will be in accordance with the Local Authority's By-laws.

3. Applicants must enclose with their applications their cheque for Sh. 1,000 drawn on the applicants' own banking account (no other cheques will be accepted) made payable to the Commissioner of Lands as a deposit, which will be dealt with as follows:—

- (a) If the applicant is offered and takes up and pays for the plot within a period of 14 days, as required in paragraph 4 below, the deposit will be credited to him.
- (b) If the application is unsuccessful the applicant's deposit will be returned to him.
- (c) If the application is successful and the applicant fails to take up and pay for the plot within a period of 14 days, as required by paragraph 4 below the Commissioner of Lands may declare the deposit forfeited and the applicant shall have no further claim thereto.

4. The successful applicant will be required to pay within 14 days of notification that his application has been successful the stand premium set out in the Schedule, the proportionate amount of rent and the fees payable in respect of the preparation and registration of the title together with stamp duty and the estimated cost of the construction of roads, drains and sewers to serve the plot. In default of payment within the specified period the Commissioner of Lands may cancel the allotment and the applicant shall have no claim to the plot.

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

6. The term of the grant will be for 99 years from the first day of the month following the notification that the application has been successful.

Special Conditions

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

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

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

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

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

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

5. The land and buildings shall only be used as a petrol service station.

6. The grantee shall not subdivide the land.

7. The grantee shall not sell, transfer, sublet, charge or part with the possession of the land or any part thereof or any buildings thereof.

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

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

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

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

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

13. The grantee shall comply with the Petroleum Act (Cap. 116) and any amendment thereto or re-enactment thereof for the time being in force and the rules made from time to time thereunder.

Dated this 1st day of February 1966.

SCHEDULE

Area.—0.86 acre (approximately).

Stand premium.—Sh. 6,000.

Annual rent.—Sh. 1,200.

Survey fees.—Sh. 355.

Estimated cost of roads and drains.—Sh. 28,400.

THE CROWN LANDS ACT
(Cap. 280 of the Revised Edition)

RETURN OF LAND GRANTS FROM 1ST OCTOBER TO 31ST DECEMBER 1965

The dates of registration of the documents effecting these transfers have not been taken into consideration.

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

LAND GRANTS

Name	L.R. or Plot No.	Locality	Area (Approx.)	Stand Premium	Annual Rent	Term	Remarks
			<i>Acres</i>	<i>Sh.</i>	<i>Sh.</i>	<i>Years From</i>	
I. FARM GRANTS							
<i>(a) By Auction or Tender</i>							
<i>(b) By Direct Grants</i>							
William Ian Houlding Lennox Napier ..	11560	Laikipia	204	2,800	28	973 & 9 mths. 1-4-64	Agricultural purposes only.
Robert Evelyn Sperling	10113	Trans Nzoia	2,690	30,910	539	999 1-6-52	Agricultural purposes only.
Robert Evelyn Sperling	11601	Trans Nzoia	2,299	30,270	459/40	999 1-6-52	Agricultural purposes only.
Robert Evelyn Sperling	2223	Trans Nzoia	1,654	60,000	370/80	999 1-6-52	Agricultural purposes only.
The Settlement Fund Trustees	11586	Nyandarua	1,124	—	—	Freehold	Agricultural purposes only.
The Registered Trustees of the Christian Council of Kenya.	11567	Kakamega	16-92 less 1-18 Rd. Res.	Nil	72	66 1-5-64	A youth club.
M. C. Stuart Phillip	4827	Nairobi Area	6-50	30,000	1,000	99 1-9-65	Residential purposes.
<i>(c) Direct Grants for Religious, Educational and Social Purposes only</i>							
<i>(d) Direct Grants for Special Purpose only</i>							
Aberdare Estates Ltd.	11598	Nyandarua	0-737	—	72	25 1-8-64	Water easement.
<i>(e) Direct Grants for Sports Purposes only</i>							
<i>(f) Direct Grants on Conversion to 999 Years</i>							
Donyo Sabuk (1958) Ltd.	10966	Machakos	4,550	—	152	939 & 7 mths. 1-12-64	In exchange for surrenders of parts of L.R. 2893, 265 and 266.
Donyo Sabuk (1958) Ltd.	11317	Thika	836 less 7 Rd. Res. and 30 Riparian Res.	—	263	942 & 9 mths. 1-12-64	In exchange for surrender of L.R. 5853 and parts of L.R. 4401.
Donyo Sabuk (1958) Ltd.	10968	Machakos	521	—	—	—	In exchange for surrender of parts of L.R. 265 and 266.
Donyo Sabuk (1958) Ltd.	10967	Machakos	28,384 less 63 Rd. Res. and 40 Riparian Res.	—	6,074	938 & 4 mths. 1-12-64	In exchange for surrenders of L.R. 1851/2, 4531, 4004, 4162, 5895, 5894/2, 5896, 270/4, 262, 263, 264, 7316 and parts of L.R. 4401 and 5893.
Homa Lime Company Ltd.	11436	C. Nyanza	67	—	502/50	99 1-11-54	In exchange for surrender of L.R. 5432/1.
Socfinaf Company Ltd.	11538	Thika	1,715 less 7 Rd. Res.	—	980	938 1-3-65	In exchange for surrender of L.R. 4968, 10901/1 and P.L.
J. G. Williams and S. E. Williams	9577	Baringo	2,265 less 58 Rd. Res.	—	1,560	948 1-3-64	In exchange for surrender of L.R. 4143/3 and P.L.
Desmond Kenzo Knight	11444	Trans Nzoia	1,287	—	1,640	972 1-3-65	In exchange for surrender of L.R. 2985 and P.L.
Mathatani Limited	11066	Machakos	4,093 less 26 Rd. Res.	—	625	947 1-12-63	In exchange for surrender of L.R. 7590/5 and 10218.
Thomas Mayne	11612	Thika	361 less 7 Rd. Res.	—	—	—	In exchange for surrender of parts of L.R. 292/4 and 6779.

LAND GRANTS—(Contd.)

Name	L.R. or Plot No.	Locality	Area (Approx.)	Stand Premium	Annual Rent	Term	Remarks
(f) Direct Grants on Conversion to 999 Years—(Contd.)			Acres	Sh.	Sh.	Years From	
Thomas Mayne	11611	Thika	93	—	—	—	In exchange for surrender of parts of L.R. 292/4 and 6779.
W. V. Colpoys and W. N. Colpoys	9768	Nyandarua	66	—	139	946 1-8-64	In exchange for surrender of L.R. 1306/13.
James Karanja Kioi	11595	Kiambu	36.5	—	50	999 1-1-51	In exchange for surrender of L.R. 7842/1 and P.L.
Keringelele Limited	10727	Thika	803	—	279	940½ 1-4-64	In exchange for surrender of L.R. 3874 and 3875.
Kathangi Estate Ltd.	10725	Thika	274	—	324	944 1-9-65	In exchange for surrender of L.R. 320/1.
Sotik Wattle Company Ltd.	10810	Uasin Gishu	2,069 less 32 R. Res.	—	920	942 & 7 mths. 1-8-65	In exchange for surrender of L.R. 6455/5.
Horace Hubble	11532	Kiambu	388 less 1 Rd. Res.	—	985	939 1-11-64	In exchange for surrender of L.R. 7526, 173/3, 7527, 7527/2 and P.L.
Nareca Limited	10884	Thika	520 less 10 Rd. Res.	—	1,275	944½ 1-4-64	In exchange for surrender of L.R. 2955/1/2/2.
Settlement Fund Trustees	11434	Kericho	603	—	158	945 & 5 mths. 1-5-65	In exchange for surrender of L.R. 7296/2 and 7298/1.
Colville Limited	11642	Laikipia	103,078	—	5,199	999 9-4-48	In exchange for surrender of L.R. 8048 and P.L.
Mavis Jean Buxton	6803	Naivasha	39	—	45	944½ 1-1-65	In exchange for surrender of the same L.R.
D. M. Hillman Hale	11641	Nairobi Area	595	—	535	944 1-9-65	In exchange for surrender of L.R. 2259/3/24, 10134 and 10135.
Shree Visa Oshwal Community Registered Trustees. Nairobi	11445	Nairobi Area	1,054	—	155	47½ 1-7-63	In exchange for surrender of L.R. 8876 and C.L.
Patricia Anne Giraudo	11051	Kericho	1,426	—	472	490 & 1 mth. 1-11-63	In exchange for surrender of L.R. 3846 and C.L.
Consolata Catholic Mission Trustees (Registered).	11058	Kericho	520	—	166	945 1-11-65	In exchange for surrender of L.R. 1443/1.
Moses Thiga Gitachu	10737	Thika	379 less 6 Rd. Res.	—	190	1-9-65	In exchange for surrender of L.R. 316/1/1.
Moses Thiga Gitachu	10308	Kericho	2,136 less 32 Rd. Res.	—	661	944½ 1-11-63	In exchange for surrender of L.R. 6049/3 and 603/1.
C. E. Victor Buxton M.C.	11164	Kiambu	580 less 12 Rd. Res.	—	1,585	938 1-11-64	In exchange for surrender of L.R. 4235 and P.L.
New Grange Limited	11555	Nakuru	1,499	—	112/50	99 1-10-62	In exchange for surrender of L.R. 8378/1.
R. J. Dennington O'Grady	11116	Trans Nzoia	200	—	131	948 1-10-65	In exchange for surrender of L.R. 5777/1 and 10914/1.
Sir Alfred Lane Beit	11574	Nyeri	1,536	—	273	939 1-8-65	In exchange for surrender of parts of L.R. 2830/8-9.
Sir Alfred Lane Beit	11575	Nyeri	966	—	278	939 1-8-65	In exchange for surrender of parts of L.R. 4159/N.
Sir Alfred Lane Beit	11576	Nyeri	341	—	46	939 1-8-65	In exchange for surrender of parts of L.R. 1227/4.
Sir Alfred Lane Beit	11573	Nyeri	6,761	—	1,742	939 1-8-65	In exchange for surrender of parts of L.R. 2830/8-9, 1227/4, 4159/6 and 4158/3.
Socfinaf Company Ltd.	11652	Thika	4,951	—	1,306	943 1-10-65	In exchange for surrender of L.R. 11380 and 4999.
Kiboko Coffee Company Ltd.	11506	Thika	1,338 less 15 Rd. Res.	11,502	—	Freehold	In exchange for surrender of the same L.R.
II. (a) Farm Exchanges		NIL					
III. (a) Farm Reversions							
The Church Commissioners for Kenya	5941/1	Kiambu	0.57	—	—	Freehold	Surrendered to the President of the Republic of Kenya.
Francis Richard Stephen	3955/3	Nairobi	255 less 14 Rd. Res.	—	217	999 1-7-17	Surrendered to the Government of the Republic of Kenya.
The East Africa Yearly Meeting Registered Trustees.	2844	Bungoma	5.14	—	30	33 24-9-32	Surrendered to the County Council of Bungoma.
M. C. Humbert and M. L. Humbert	7979/1	Nairobi	0.0012	—	10	99 1-12-50	Surrendered to Government of Kenya for road widening purposes.

LAND GRANTS—(Contd.)

Name	L.R. or Plot No.	Locality	Area (Approx.)	Stand Premium	Annual Rent	Term	Remarks
			<i>Acres</i>	<i>Sh.</i>	<i>Sh.</i>	<i>Years From</i>	
<i>(b) Farm Reversion on Conversion to 999 Years</i>							
Donyo Sabuk (1958) Ltd.	1851/2	Machakos	818.4	—	125	999 1-9-13	Surrendered in exchange for a new grant of L.R. 10967.
	4531	Machakos	2,897 less 71 Rd. Res.	—	432	999 1-9-13	
	4004	Machakos	246	—	44	999 1-9-13	
	4162	Machakos	3	—	10	999 1-7-06	
	5895	Machakos	2,167	—	186/11	999 1-7-06	
	5894/2	Machakos	2,116	—	209/55	999 1-7-06	
	5896	Machakos	109	—	10	999 1-7-05	
	270/4	Machakos	3,714	—	231/19	999 1-5-05	
	270/4	Machakos	3,714	—	232/19	999 1-5-05	
	262	Machakos	1,805	—	112/88	999 1-4-04	
	263	Machakos	1,526	—	95/36	999 1-4-04	
	264	Machakos	4,825	—	301/56	999 1-1-09	
	7316	Machakos	3,955 less 27 Rd. Res.	—	778	999 7-9-37	
	Part of 4401	Machakos	1,623 less 9 Rd. Res.	—	508	999 1-9-13	
	Part of 5893	Machakos	6,873	—	471/88	999 1-7-05	
Donyo Sabuk (1958) Ltd.	Part of 265	Machakos	640	—	—	—	Surrendered in exchange for a new grant of L.R. 10968.
Donyo Sabuk (1958) Ltd.	Part of 266	Machakos	640	—	—	—	
Donyo Sabuk (1958) Ltd.	5853 and Part of 440/	Thika	246.5	—	15/40	999 1-9-08	Surrendered in exchange for a new grant of L.R. 11317.
		Machakos	1,623 less 9 Rd. Res.	—	508	999 1-9-13	
Donyo Sabuk (1958) Ltd.	Part of 5893	Machakos	6,873	—	471/88	999 1-7-05	Surrendered in exchange for a new grant of L.R. 10966.
	Part of 265	Machakos	640	—	—	—	
Homa Lime Co. Ltd.	Part of 266	Machakos	640	—	—	—	Surrendered in exchange for a new grant of L.R. 11436.
	5432/1	Central Nyanza	67	—	13	999 1-2-25	
Socfinaf Company Limited	10901/1	Thika	34.9	—	17	940 & 2 mths.	Surrendered in exchange for a new grant of L.R. 11538.
	and 4968	Thika	1,646	—	100	999 1-4-63	
J. G. Williams and S. E. Williams	4143/3	Baringo	2,157 less 63 Rd. Res.	—	1,484	99 1-3-04	Surrendered in exchange for a new grant of L.R. No. 9577.
			1,277	—	1,640	999 1-9-13	
Desmond Kenzo Knight	2985	Trans Nzoia		—	1,640	999 1-3-38	Surrendered in exchange for a new grant of L.R. 11444.
Mathatani Limited	10218	Machakos	4,031 less 12 Rd. Res.	—	615	947 1-12-59	
Mathatani Limited	7590/5	Machakos	61.5 less 3.5 Rd. Res.	—	10	999 1-6-13	Surrendered in exchange for a new grant of L.R. 11066.
				—			
Thomas Mayne	Part of 292/4	Kiambu	301	—	—	—	Surrendered in exchange for a new grant of L.R. 11611 and 11612.
Thomas Mayne	and 6779	Kiambu	153	—	—	—	
W. V. Colpoys and W. N. Colpoys	1306/13	Nyandurua	66	—	10	999 1-4-11	Surrendered in exchange for a new grant of L.R. 9768.
James Karanja Kioi	7842/1	Kiambu	25	—	50	955 1-1-51	
Keringelele Limited	3875	Thika	501	—	31/31	999 1-7-05	Surrendered in exchange for a new grant of L.R. 11595.
Keringelele Limited	3874	Thika	301	—	18/82	999 1-7-05	
Kathangi Estate Ltd.	320/1	Fort Hall	273	—	17/10	999 1-1-10	Surrendered along with L.R. 3874 in exchange for a new grant of L.R. 10727.
Sotik Wattle Company Ltd.	6455/5	Uasin Gishu	2,069 less 32 Rd. Res.	—	389/17	999 1-3-09	
Horace Hubble	173/3	Kiambu	25.6	—	10	99 1-1-04	Surrendered in exchange for a new grant of L.R. 10810.
Horace Hubble	7526	Kiambu	100	—	300	999 1-1-04	

LAND GRANTS—(Contd.)

Name	L.R. or Plot No.	Locality	Area (Approx.)	Stand Premium	Annual Rent	Term	Remarks
(e) Farm Reversion on Conversion to Years—(Contd.)	999		Acres	Sh.	Sh.	Years From	
Horace Hubble	7527/1	Kiambu	71	—	192	999 1-1-04	Surrendered along with L.R. 7527/2, 7526 and 173/3 in exchange for a new grant of L.R. 11532.
Horace Hubble	7527/2	Kiambu	178	—	427	999 1-1-04	Surrendered along with L.R. 7527/1, 7526 and 173/3 in exchange for a new grant of L.R. 11532.
Nareca Limited	2955/1/2/2	Fort Hall	524	—	25/68	999 1-7-09	Surrendered in exchange for a new grant of L.R. 10884.
Settlement Fund Trustees	7296/2	Kericho	91.5	—	32	999 1-9-11	Surrendered along with L.R. 7298/1 in exchange for a new grant of L.R. 11434.
Settlement Fund Trustees	7298/1	Kericho	511.5	—	126	999 1-1-11	Surrendered along with L.R. 7296/2 in exchange for a new grant of L.R. 11434.
Colville Limited	8048	Laikipia	102,591	—	5,200	999 9-4-48	Surrendered in exchange for a new grant of L.R. 11642.
Mavis Jean Fox (now Buxton)	6803	Naivasha	39	—	10	999 1-5-09	Surrendered in exchange for the same L.R.
D. M. Hillman Hale	2259/3/24	Nairobi Area	582.54	—	524	999 1-7-10	Surrendered in exchange for a new grant of L.R. 11641.
D. M. Hillman Hale	10134	Nairobi Area	7.26	—	285	949 & 5 mths. 1-2-60	
D. M. Hillman Hale	10135	Nairobi Area	5.09	—	240	949 & 7 mths. 1-12-59	
Shree Visa Oshwal Community Registered Trustees, Patricia Anne Giraudo	8876	Nairobi Area	8.87	—	130.90	50 1-1-56	Surrendered in exchange for a new grant of L.R. 11445.
Consolata Catholic Mission Trustees (Registered).	3846	Kericho	1,209	—	75/62	999 1-12-04	Surrendered in exchange for a new grant of L.R. 11051.
Moses Thiga Gitachu	1443/1	Kericho	526	—	126/24	999 1-9-11	Surrendered in exchange for a new grant of L.R. 11058.
F. R. Hamilton Hopley	316/1/1	Thika	384	—	24	999 1-7-08	Surrendered in exchange for a new grant of L.R. 10737.
F. R. Hamilton Hopley	603/1	Kericho	33.3 less 7.3 Rd. Res. 2,053	—	10	4 1-1-63	Surrendered in exchange for a new grant of L.R. 10308.
F. R. Hamilton Hopley	6049/3	Kericho	—	—	261/90	4 1-1-63	Surrendered in exchange for a new grant of L.R. 10308.
New Grange Limited	8378/1	Nakuru	1.499	—	9	953 1-10-53	Surrendered in exchange for a new grant of L.R. 11555.
C. E. Victor Buxton, M.C.	4235	Kiambu	587	—	197/82	999 1-1-04	Surrendered in exchange for a new grant of L.R. 11164.
R. J. Dennington O'Grady	5777/1	Trans Nzoia	150	—	101	999 1-2-14	Surrendered in exchange for a new grant of L.R. 11116.
R. J. Dennington O'Grady	10914/1	Trans Nzoia	49.9	—	30	948 & 5 mths. 1-5-64	Surrendered in exchange for a new grant of L.R. 11116.
Sir Alfred Lane Beit	4158/3	Nyeri	1,010	—	61/66	999 1-7-10	Surrendered along with L.R. 1227/4, 2830/8-9 and 4159/6 in exchange for new grants of L.R. Nos. 11573, 11574, 11575 and 11576.
Sir Alfred Lane Beit	2830/8	Nyeri	2,708	—	169/25	99 1-1-18	Surrendered along with L.R. 1227/4, 2830/9, 4159/6 and 4158/3 in exchange for new grants of L.R. 11573, 11574, 11575 and 11576.
Sir Alfred Lane Beit	2830/9	Nyeri	1,736 less 15 Rd. Res.	—	108/50	99 1-1-18	Surrendered along with L.R. 4159/6, 4158/3 1227/4 and 2830/8 in exchange for new grants of L.R. 11573, 11574, 11575 and 11576.
Sir Alfred Lane Beit	4159/6	Nyeri	1,190	—	71/40	999 1-7-10	Surrendered along with L.R. Nos. 1227/4, 4158/3 and 2830/8-9 in exchange for new grants of L.R. 11573, 11574, 11575 and 11576.
Sir Alfred Lane Beit	1227/4	Nyeri	2,974	—	178/44	999 1-7-10	Surrendered along with L.R. 4159/6, 2830/8, 4158/3 and 2830/9 in exchange for new grants of L.R. 11574, 11573, 11575 and 11576.
Kiboko Coffee Company Limited	11506	Thika	1,338 less 15 Rd. Res.	—	639	942 & 11 mths. 1-7-64	Surrendered in exchange for the same L.R.

LAND GRANTS—(Contd.)

Name	L.R. or Plot No.	Locality	Area (Approx.)	Stand Premium	Annual Rent	Term	Remarks
			<i>Acres</i>	<i>Sh.</i>	<i>Sh.</i>	<i>Years From</i>	
<i>(e) Farm Reversion on Conversion to 999 Years—(Contd.)</i>							
Socfinaf Company Ltd.	4999	Kiambu	1,480	—	95	999 1-1-09	Surrendered along with L.R. 11380 in exchange for a new grant of L.R. 11652.
Socfinaf Company Ltd.	11380	Kiambu	3,485	—	943	945 1-1-63	Surrendered along with L.R. 4999 in exchange for a new grant of L.R. 11652.
IV. FARM LEASE EXTENSIONS		NIL					
<i>(a) Reversion of Farm Lease Extensions</i>		NIL					
V. TOWN PLOTS GRANTS							
<i>(a) By Auction or Tender</i>							
<i>(b) By Direct Grants</i>		NIL					
British Standard Portland Cement Co. Ltd.	981/I	Mombasa M.N.	15	23,400	4,680	99 1-11-50	Office, laboratory and staff housing.
Kiongo Njuguna	6585/316	Thomson's Falls	0-1148	1,300	260	40 1-6-63	Shops, offices and flats.
Gen. Manager of the E.A.R. & H. Administration.	209/6610	Nairobi	2-37	—	A peppercorn	99 1-1-32	Residential purposes.
James Kitonga Mulika	337/177	Athi River	0-0643	—	140	99 1-11-64	Shops, offices and flats.
Abbas Sebi	11239/81	Nairobi	0-0803	—	10	65 1-11-63	Residential purposes.
African Ropes Twines Ltd.	209/6541	Nairobi	1-810	34,520	7,810	82 & 4 mths. 1-11-64	Godown warehouse or factory purposes.
R. P. Pretty and T. H. Pretty	779/372	Eldoret	5-76	—	10	34 1-8-65	In exchange for surrender of L.R. 779/29, 779/30 and 779/331 parts.
R. P. Pretty and T. H. Pretty	779/371	Eldoret	5-46	—	10	34 1-8-65	In exchange for surrender of L.R. 779/30, 779/331 and 779/367/4 parts.
The Postmaster-General	519/103	Njoro	0-3200	—	1,050	99 1-8-65	Post Office and Telephone Exchange.
Andrew Musyoka Kamunzio	337/181	Athi River	0-0551	720	144	99 1-5-65	Shops, offices and residence.
The City Council of Nairobi	209/6612	Nairobi	10-13	—	A peppercorn	99 1-4-62	High density housing.
Sydney Tate	7752/28	Nairobi Area	5-00	—	675	99 1-8-65	In exchange for surrender of L.R. No. 6846/28.
Coates Brothers (E.A.) Limited	209/6615	Nairobi	0-459	11,000	2,430	82 1-5-65	Godown, warehouse or factory purposes.
Shree Visa Oshwald Community Nairobi Registered Trustees.	209/6432	Nairobi	0-2781	—	72	42 1-1-64	In exchange for surrender of L.R. 209/5778 and P.L.
The Municipal Council of Thika	4953/645	Thika	0-2468	—	A peppercorn	99 1-7-65	For accommodation of a member of the grantee's staff.
The Municipal Council of Thika	4953/646	Thika	0-2468	—	A peppercorn	99 1-7-65	For accommodation of a member of the grantee's staff.
John Michael Hunter	Plot No. 2	Watamu	10-96	3,400	680	33 1-5-59	For private residential purposes, offices and outbuildings appurtenant thereto.
Goans Overseas Association Trustees (Regd.)	36/914/I	Nairobi	0-966	—	—	Freehold	In exchange for surrender of parts of L.R. Nos. 36/437/I and 36/438/I.
City Council of Nairobi	209/6607	Nairobi	12-80	Nil	A peppercorn	99 1-1-54	For purposes as the Commissioner of Lands may from time to time permit in writing.
M. H. Patel, R. H. Patel, M. H. Patel, M. S. Patel, Pig and Whistle Hotel (1964) Ltd.	1104/197	Meru	6-04	—	550	16 1-1-65	In exchange for surrender of L.R. 1104/46.
M. H. Patel, R. H. Patel, M. H. Patel, M. S. Patel, Pig and Whistle Hotel (1964) Ltd.	1104/195	Meru	0-1391	—	72/40	16 1-1-65	In exchange for surrender of part of L.R. 1104/45.
M. H. Patel, R. H. Patel, M. H. Patel, M. S. Patel, Pig and Whistle Hotel (1964) Ltd.	1104/196	Meru	0-560	—	291/40	16 1-1-65	In exchange for surrender of part of L.R. 1104/45.
Torr's Bakeries Limited	209/6553	Nairobi	0-1229	—	20	39 1-1-65	In exchange for surrender of part of L.R. Nos. 209/2455/19 and 20.
Stephen Sawe Arap Siele	632/I	Fort Ternan	0-1148	1,000	200	99 1-5-65	Shops, offices and flats.
<i>(c) Exchange to Facilitate Town Planning and Other Requirements</i>		NIL					

LAND GRANTS—(Contd.)

Name	L.R. or Plot No.	Locality	Area (Approx.)	Stand Premium	Annual Rent	Term	Remarks
			<i>Acres</i>	<i>Sh.</i>	<i>Sh.</i>	<i>Years From</i>	
<i>(d) Direct Grants for Religious, Educational and Charitable Purposes only</i>							
Municipal Council of Nakuru	451/1286	Nakuru	4.64	—	72	99 1-4-64	A school and accommodation of a headmaster.
Municipal Council of Nakuru	451/1284	Nakuru	6.08	—	72	99 1-4-64	A school and accommodation of a headmaster.
City Council of Nairobi	209/5581	Nairobi	2.14	—	A peppercorn	99 1-7-64	Children's playground.
City Council of Nairobi	1870/284/III	Nairobi	2.18	—	A peppercorn	99 1-3-65	Clinic dispensary and staff housing ancillary thereto.
City Council of Nairobi	209/6611	Nairobi	2.51	—	72	99 1-9-64	School and accommodation of teachers employed therewith.
City Council of Nairobi	209/6519	Nairobi	0.754	—	72	99 1-4-64	A day nursery school and childrens playground.
The Prefecture Apostolic of Eldoret Trustee (Registered).	498/118	Eldama Ravine	5.65	—	72	99 1-7-64	Hospital and nursing home.
Municipal Council of Kisumu	1148/1141	Kisumu	0.699	—	A peppercorn	99 1-12-64	Children's hostel.
Finnish Free—Foreign Mission Registered Trustees.	530/136	Elburgon	0.508	—	A peppercorn	99 1-11-64	Religious and residence for the Minister or Pastor in charge.
Mill Hill Catholic Mission Trustees (Registered).	7830/90	Nandi Hills	1.289	—	A peppercorn	99 1-2-62	Religious and residence for a priest.
The Prefecture Apostolic of Eldoret Trustee (Registered).	451/1283	Nakuru	9.00	—	72	99 1-10-64	A school dormitories, a chapel and accommodation of a headmaster.
The Church Commissioners for Kenya ..	631/221	Kericho	0.922	—	72	99 1-12-52	Religious purposes only.
<i>(e) Direct Grants for Special Purposes only</i>							
The City Council of Nairobi	11615	Nairobi Area	0.1107	—	A peppercorn	99 1-1-64	Pumping station.
The E.A. Power and Lighting Company Ltd.	209/6616	Nairobi	0.1278	—	10	41 & 5 mths. 1-12-64	Access and the parking of vehicles.
The City Council of Nairobi	9042/17	Nairobi Area	0.556	—	A peppercorn	99 1-3-59	Municipal pumping station, water storage tanks and one staff house to accommodate the pumping station operator.
City Council of Nairobi	209/6604	Nairobi	2.35	Nil	A peppercorn	99 1-1-54	A hostel.
City Council of Nairobi	209/6605	Nairobi	2.02	Nil	400	99 1-1-54	A parks depot and administrative centre.
County Council of Central Rift, Nakuru ..	533/324	Molo	5.2	Nil	A peppercorn	99 6-65	A slaughterhouse and holding ground only.
Municipal Council of Kitale	2116/474	Kitale	6.04	Nil	A peppercorn	99 1-8-61	A water supply and a house for a watchman.
City Council of Nairobi	209/6561	Nairobi	2.51	Nil	A peppercorn	99 1-7-51	Municipal wholesale market.
City Council of Nairobi	209/5845	Nairobi	1.935	Nil	72	99 1-1-64	A school and residence for the headmaster.
<i>(f) Direct Grants for Sports Purposes only</i>							
VI. TOWN PLOTS REVERSIONS							
Kenya Shell Limited	5007/17	Kwale T.	0.1825	—	1,200	99 1-12-61	Surrendered to Crown.
British Standard Portland Cement Co. Ltd.	981/1/I	Mombasa	3.4	—	4,680	99 1-11-50	Surrendered to Crown.
Adams Brown & Company Ltd.	990/1	Nairobi	1.739	—	—	99 1-5-02	Surrendered to the President of the Republic of Kenya.
John Bickerton Williams	1012/30/1	Nairobi	1.488	8,000	—	99 1-11-04	Surrendered to the Government of Kenya.
R. P. Pretty and T. H. Pretty	779/30	Eldoret	5.00	—	10	99 1-8-10	Surrendered along with parts of L.R. Nos. 779/29 and 779/331 in exchange for a new grant of L.R. 779/372.
R. P. Pretty and T. H. Pretty	Part of 779/331 ..	Eldoret	5.00	—	10	99 1-8-10	Surrendered along with parts of L.R. Nos. 779/367/4 and 779/30 in exchange for a new grant of L.R. No. 779/371.
A. Hasham Jamal	1148/406	Kisumu	0.772	—	272	99 1-1-54	Surrendered to President of the Republic of Kenya.
The Prefecture Apostolic of Eldoret Trustees (Registered).	451/1200	Nakuru	1.341	—	72	99 1-5-60	Surrendered to the Regional Assembly of Rift Valley Region.
Sydney Tate	6846/28	Nairobi Area	5.00	—	1/54	99 1-4-04	Surrendered in exchange for a new grant of L.R. 7752/28.
Sydney Tate	6846/23	Nairobi Area	4.57	—	1/42	99 1-4-04	Surrendered to the President of the Republic of Kenya.

LAND GRANTS—(Contd.)

Name	L.R. or Plot No.	Locality	Area (Approx.)	Stand Premium	Annual Rent	Term	Remarks
VI. TOWN PLOT REVERSIONS—(Contd.)			Acres	Sh.	Sh.	Years From	
Sydney Tate	6846/43	Nairobi Area	5.07	—	1/54	99 1-4-04	Surrendered to the President of the Republic of Kenya.
Esso Standard (E.A.) Limited	1436/7/V and 1436/8/V	Kisii	0.1148	}	1,200	33 1-9-55	Surrendered to Gusii County Council.
Shree Visa Oshwal Community Nairobi Registered Trustees.	209/5778	Kisii	0.1136		72	48½ 1-1-58	Surrendered in exchange for a new grant of L.R. 209/6432.
Mohamed Abdulla	1104/142	Nairobi	0.1902		240	33 1-9-60	Surrendered to Meru County Council.
Kimuringor A. Koge	3671/62	Meru	0.1550	—	72	40 1-7-60	Surrendered to the President of the Republic of Kenya.
Westlands Properties Ltd.	1227/1/VI	Rumuruti	0.0413	—	—	Freehold	Acquired by Government for E.A.R. & H. purposes.
Goans Overseas Association Trustees (Registered).	36/437/I	Mombasa M.N.	0.341	—	—	Freehold	Surrendered in exchange for a new grant of L.R. 36/914/I.
The Acting Official Receiver as Trustees in Bankruptcy of the Lal Singh son of Gohar Singh.	36/438/I	Nairobi	92.97' × 246' 31 each	}	—	Freehold	Surrendered to the Government of the Republic of Kenya.
City Council of Nairobi	36/150/III	Nairobi	50' × 105'		—	Freehold	Surrendered to the President of the Republic of Kenya.
M. H. Patel, R. H. Patel, M. H. Patel, Pig and Whistle Hotel (1964) Ltd.	209/4300/72	Nairobi	10.14	—	A peppercorn	99 1-1-43	Surrendered in exchange for a new grant of L.R. 1104/197.
Westlands Properties Ltd.	1104/46	Meru	6.00	—	567	33 1-5-49	Acquired by the Government for E.A.R. & H. purposes.
M. H. Patel, R. H. Patel, M. S. Patel, Pig and Whistle Hotel (1964) Ltd.	1212/1/VI	Mombasa M.N.	0.2393	—	—	Freehold	Surrendered in exchange for new grants of L.R. 1104/195 and L.R. 1104/196.
Torr's Bakeries Limited	1104/45	Meru	0.64	—	333	33 1-5-49	} Surrendered in exchange for a new grant of L.R. 209/6553.
Torr's Bakeries Limited	209/2455/19	Nairobi	0.0609	—	10	99 1-1-05	
Torr's Bakeries Limited	209/2455/20	Nairobi	0.0620	—	10	99 1-1-05	
VII. TOWN PLOTS EXTENSION OF LEASES		NIL					

CORRIGENDUM—

Gazette Notice No. 3796 on page 1224 dated 19th October 1965 under the name Hussein Amerishi Sunderji L.R. No. 1149/489/V Mombasa Mainland North for term 95 years and 5 mths. *should read* Freehold.

THE TRUST LAND ACT

(Cap. 100)

RETURN OF LAND GRANTS FROM 1ST OCTOBER TO 31ST DECEMBER 1965

The dates of registration of the documents effecting these transfers have not been taken into consideration.

J. A. O'LOUGHLIN,
Commissioner of Lands

LAND GRANTS

Name	L.R. or Plot No.	Locality	Area (Approx.)	Stand Premium	Annual Rent	Term	Remarks
			<i>Acres</i>	<i>Sh.</i>	<i>Sh.</i>	<i>Years From</i>	
The Standard Bank Ltd.	1104/184	Meru T.	1.475	2,400	480	33 1-1-63	Residential purposes.
Kisinga Kimothia	909/17/XXII	Machakos	0.1327	600	120	33 1-3-64	Residential purposes.
The West Kenya Marketing Board	1436/221	Kisii	0.722	800	160	33 1-1-65	Private residential purposes.
The West Kenya Marketing Board	1436/222	Kisii	0.1334	324	64	33 1-1-65	Staff housing purposes.
The West Kenya Marketing Board	1436/223	Kisii	0.0746	180	36	33 1-1-65	Staff housing purposes.
Albert Okumbe Ademba	1432/154	Homa Bay	0.1286	1,960	392	33 1-1-65	Shops and residence.
Meru Coffee Co-operative Union Ltd.	1104/181	Meru T.	1.560	2,600	520	33 1-1-60	Residential purposes.
Barclays Bank D.C.O.	1104/183	Meru T.	1.464	2,400	480	33 1-1-63	Residential purposes.
Njogu Ngatia and Joseph Mithamo	7235/262	Karatina T.	0.0760	1,160	232	33 1-7-65	Offices, residence and shops.
John Mamboleo Onsando	1436/3/V	Kisii	0.1136	1,500	300	33 1-7-65	Shops, offices and residence.
S. Nyansera, S. Gikenyi, A. Nyaboga, J. Nyakundi and Musa Nyakeri.	1436/170	Kisii	0.3277	5,700	1,140	33 1-7-65	Shops, offices and residence.
F. S. Mogeni, B. K. Ogero, N. Ouko, J. N. Makembo, J. Ong'ero, W. O. Mogeni, K. Nyanchoka, O. Mokembo and Evans Mogaka.	1436/6/V	Kisii	0.1148	1,500	300	33 1-7-65	Shops, offices and residence.
J. O. Obegi, S. M. Tai, S. N. Mwancha, H. A. Nyamwenge, S. O. Ogutu, N. O. Miyiinda, M. Obwocha, and D. O. Ochoi.	1436/169	Kisii	0.1322	3,456	691/20	33 1-7-65	Shops, offices and residence.
John Onsongo	1436/167	Kisii	0.2296	3,000	600	33 1-7-65	Shops, offices and residence.
S. Omurwa, S. Mogaka, J. Maranga, N. Nyangena and T. Oresi.	1436/5/V	Kisii	0.1148	1,500	300	33 1-7-65	Shops, offices and residence.
The Minerva Trustees (E.A.) Limited	1407/376	Kakamega	95	—	A peppercorn	33 1-6-63	Educational purposes.
Joel Samwell Okello and Sulmena Ogutu	1432/46	Homa Bay	0.1148	1,250	250	33 1-1-65	Shops, offices and residence.
The East African Power and Lighting Co. Ltd.	7235/295	Karatina T.	0.779	—	400	33, 7 mths & 13 days 1-12-64	Substation purposes only.
Geoffrey Njogu Githinji	7235/258	Karatina	0.1272	1,440	288	33 1-12-64	Godown purposes only.
Baraka Ondari	9102/29	Kilgoris	0.1394	900	180	33 1-8-62	Shops, offices and residence.
Ofuko Mudimba	7995/5	Marach	0.1354	—	216	33 1-5-56	Business-cum-residential.
N. Muriithi, J. Gatumba, R. Gikunju, C. Kamara, F. Gateri, M. Ngure, N. Kimotho, C. Warui, G. Mbinyu, J. Karioki, M. Murangi and M. Njagi t/a Kirinyaga Wholesalers Company.	7235/257	Karatina	0.1551	1,620	324	33 1-5-64	Godown purposes only.
Henry Odityo	1407/22/I	Kakamega	0.1148	1,750	350	33 1-6-65	Shops, offices and residence.
Naftali James Onyango	1407/445	Kakamega	0.0872	750	152	33 1-9-64	Shops, offices and residence.
Sammy Omurwa Isabo	1436/145	Kisii	0.0459	100	10	33 1-1-65	Residential purposes only.
Muriuki Muchina	7235/114	Karatina	0.1195	1,340	268	33 1-4-65	Shops and offices.
Gordhandas Mulji	1437/16/III	Yala	0.1148	1,240	248	33 1-10-65	Shops, offices and residence.
Mill Hill C. Mission T. (Registered)	1655	Kakamega	15.18	—	A peppercorn	33 9-8-64	Mission purposes only.
P. N. Nguri and S. W. Kamanda t/a Igare Investors Trading Company.	1432/204	Homa Bay	0.1025	1,116	223/20	33 1-9-64	Shops, office combined with residence.
I. Ali Salim Bashan	1407/23/I	Kakamega	0.1148	1,750	350	33 1-6-65	Shops, offices and residence.
Machakos Sisal Marketing Board	909/414	Machakos	2.63	Nil	1,500	33 1-3-65	Industrial and godown purposes.

GAZETTE NOTICE No. 385

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. 275 OF 1965

By Kanji Haidarali Sayani of Nairobi in Kenya, the son of the deceased, through M. L. Anand, Esq., advocate of Nairobi, for a grant of letters of administration intestate of the estate of Kanji Karim Sayani of Nairobi in Kenya, who died at Nairobi aforesaid on the 16th day of February 1964.

(2) CAUSE No. 14 OF 1966

By (1) Rogers Mwangi Gateri of Mombasa in Kenya, (2) Mrs. Leah Murugi w/o late Wilfred Kiama Gateri of Nakuru in Kenya, respectively, two of the three executors named in the will of the deceased, through E. P. Nowrojee, Esq., advocate of Nairobi, for a grant of probate of the will of Wilfred Kiama Gateri of Nakuru in Kenya, who died at Limuru/Njabini Road, in Kenya, on the 12th day of July 1964.

(3) CAUSE No. 25 OF 1966

By (1) Ahamedali Hassan Mohamed and (2) Shamshdin Hassan Mohamed of Nairobi in Kenya, the sons of the deceased, through Messrs. A. S. G. Kassam and Company, advocates of Nairobi, for a grant of letters of administration intestate of the estate of Hassan Mohamed of Nairobi aforesaid, who died at Nairobi aforesaid on the 28th day of April 1965.

(4) CAUSE No. 26 OF 1966

By the Standard Bank Limited of Nairobi in Kenya, the attorney of Theodora Julia Maria Millican, the widow of the deceased, through Messrs. Archer and Wilcock, advocates of Nairobi, for a grant of letters of administration (limited to the estate in Kenya) intestate of John Millican of Durban in South Africa, who died at Durban in South Africa, on the 6th day of July 1965.

(5) CAUSE No. 27 OF 1966

By National and Grindlays Bank Limited of Nairobi in Kenya, the executors named in the will of the deceased, through Messrs. Daly and Figgis, advocates of Nairobi, for a grant of probate of the will of Clarice Isobel Golding of Nairobi in Kenya, who died at Nairobi aforesaid on the 15th day of September 1965.

(6) CAUSE No. 28 OF 1966

By Hilarina Carmelina Sabina Lobo Da Costa also known as Hilary Da Costa of Nairobi in Kenya, the executrix named in the will of the deceased, through Alexander Carvalho, Esq., advocate of Nairobi, for a grant of probate of the will of Pedro Paulo Jose Da Costa also known as Peter D'Costa, who died at Parra, Goa, India, on the 19th day of May 1965.

(7) CAUSE No. 29 OF 1965

By James Henry Wilkinson of Nairobi in Kenya, the duly constituted lawfully appointed attorney of Margaret Amy Ievers, the executrix named in the will of the deceased, through Messrs. Daly and Figgis, advocates of Nairobi, for a grant of letters of administration with will annexed of the estate of Charles Langley Ievers of Nairobi in Kenya, who died at Nairobi aforesaid on the 25th day of August 1965.

(8) CAUSE No. 30 OF 1966

By the Standard Bank Limited of Nairobi in Kenya, the attorney of Standard Bank Limited of London in England, the executor 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 Principal Probate Registry of the High Court of Justice in England at London, of the estate of Muriel Morgan of Stroud, Gloucestershire, England, who died at Stroud aforesaid on the 14th day of July 1964.

(9) CAUSE No. 246 OF 1965

By the Standard Bank Limited of Nairobi in Kenya, the duly constituted lawfully appointed attorneys of the Standard Bank of South Africa Limited, Pretoria, South Africa, the executors named in the will of the deceased, through Messrs. Daly and Figgis, advocates of Nairobi, for a grant of letters of administration with will annexed of the estate of Mary Elizabeth Liss of Barberton, South Africa, who died at Barberton, South Africa, on the 14th day of May 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 15th day of February 1966.

M. F. PATEL,
Deputy Registrar,

Nairobi,
28th January 1966. High Court of Kenya, Nairobi.

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

GAZETTE NOTICE No. 386

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

CAUSE No. 1 OF 1966

IN the estate of: *Cecelia Ezilta Antao E. Cardozo, deceased.*

TAKE NOTICE that application having been made in this Court by Joaquim Antao, the father of the deceased, of P.O. Box 732, Watsons Bank Road, Kisumu, Kenya, for a grant of letters of administration of the estate of Cecelia Ezilta Antao E. Cardozo of Duke Street, Nairobi, Kenya, who died near Kisumu on the 2nd day of August 1965.

This Court will proceed to issue the grant of letters of Administration unless cause be shown to the contrary and appearance entered in this respect on or before 15th February 1966.

J. O. ABRAHAM,
District Registrar,
Kisumu,
14th January 1966. High Court of Kenya, Kisumu.

GAZETTE NOTICE No. 387

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

CAUSE No. 2 OF 1966

IN the estate of: *Mehboob Ali Rajput s/o Abdul Ghani, deceased*

TAKE NOTICE that application having been made in this Court by Khalid Ali Khan, the elder son of the deceased, of P.O. Box 566, Kisumu, Kenya, for a grant of letters of administration of the estate of Mehboob Ali Rajput s/o Abdul Ghani of Kisumu, Kenya, who died at Kisumu on the 20th day of September 1965.

This Court will proceed to issue the grant of letters of Administration unless cause be shown to the contrary and appearance entered in this respect on or before 15th February 1966.

J. O. ABRAHAM,
District Registrar,
Kisumu,
14th January 1966. High Court of Kenya, Kisumu.

GAZETTE NOTICE No. 388

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

CAUSE No. 3 OF 1966

IN the matter of: *Lalji Mulji Lakhani, deceased*

TAKE NOTICE that application having been made in this Court by Mrs. Kamlaben Lalji Mulji Lakhani, the widow of the deceased, of Nzoia Trading Centre, of P.O. Ukwala, Kenya, for a grant of letters of administration of the estate of Lalji Mulji Lakhani also of Nzoia Trading Centre, of P.O. Ukwala, Kenya, who died at Nzoia aforesaid on the 5th day of March 1956.

This Court will proceed to issue the grant of letters of Administration unless cause be shown to the contrary and appearance entered in this respect on or before the 21st day of February 1966.

J. O. ABRAHAM,
District Registrar,
Kisumu,
19th January 1966. High Court of Kenya, Kisumu.

GAZETTE NOTICE No. 389

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

CAUSE No. 1 OF 1966

Notice of application for grant of probate with will annexed for the estate of the late Gordon James Macdonald of Kikambala, Coast Province, and Ndalat in the Uasin Gishu District, Kenya.

TAKE NOTICE that application having been made in this Court by the Standard Bank Limited, P.O. Box 30299, Nairobi Extra-Provincial District of Kenya, for grant of probate with will annexed for the estate of the late Gordon James Macdonald of Kikambala, Coast Province, and Ndalat, Uasin Gishu District, Kenya, who died at Kikambala, Coast Province, on 17th September 1965: this Court will proceed to issue the same unless cause be shown to the contrary and appearance in this respect entered on or before 22nd February 1966.

O. P. SACHDEVA,
District Delegate,
Eldoret,
18th January 1966. Districts of Uasin Gishu, Nandi, Elgeyo, Trans Nzoia and Marakwet.

GAZETTE NOTICE No. 390

PROBATE AND ADMINISTRATION

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

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

SCHEDULE

Public Trustee's Cause No.	Name of Deceased	Address	Date of Death	Testate or Intestate
6/66	Richard Macharia	Kiambu	14-12-65	Intestate

Nairobi,
27th January 1966.

O. J. BURNS,
Deputy Public Trustee.

GAZETTE NOTICE No. 391

CHARLES UDALL, 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 Charles Udall of P.O. Box 834, Nairobi, who died at Nairobi on 4th January 1966, 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 11th April 1966, after which date the executor 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 25th day of January 1966.

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

GAZETTE NOTICE No. 392

FRANK HAMILTON ROCK WHITLOCK NARRAWAY, 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 Frank Hamilton Rock Whitlock Narraway of P.O. Box 6048, Likoni, Mombasa, who died at Mombasa on 1st May 1965, is hereby required to send particulars in writing of his or her claim or interest to National and Grindlays Bank Limited, Trustee Department, P.O. Box 30402, Nairobi, before 1st April 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 26th day of January 1966.

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

GAZETTE NOTICE No. 393

SIDNEY WALTON, 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 Sidney Walton of P.O. Box 2404, Nairobi, who died at Marsabit on 20th January 1966, is hereby required to send particulars in writing of his or her claim or interest to National and Grindlays Bank Limited, Trustee Department, P.O. Box 30402, Nairobi, before 1st April 1966, after which date the executors will distribute the estate among the persons entitled thereto having regard only to the claims and interests of which they have had notice and will not as respects the property so distributed be liable to any person of whose claim they shall not then have had notice.

Dated the 26th day of January 1966.

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

GAZETTE NOTICE No. 394

SIR HENRY MONTGOMERIE RAMSAY FAIRFAX-LUCY, BART., 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 Sir Henry Montgomerie Ramsay Fairfax-Lucy, Bart., of P.O. Box 257, Mombasa, who died at Mombasa on 22nd December 1965, is hereby required to send particulars in writing of his or her claim or interest to National and Grindlays Bank Limited, Trustee Department, P.O. Box 30402, Nairobi, before 1st April 1966, after which date the executors will distribute the estate among the persons entitled thereto having regard only to the claims and interests of which they have had notice and will not as respects the property so distributed be liable to any person of whose claim they shall not then have had notice.

Dated the 26th day of January 1966.

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

GAZETTE NOTICE No. 395

JOSEPH ABDON SHAMA-LEVY, 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 Joseph Abdon Shama-Levy of P.O. Box 64, Nairobi, who died at Nairobi on 12th January 1966, is hereby required to send particulars in writing of his or her claim or interest to National and Grindlays Bank Limited, Trustee Department, P.O. Box 30402, Nairobi, before 1st April 1966, after which date the executors will distribute the estate among the persons entitled thereto having regard only to the claims and interests of which they have had notice and will not as respects the property so distributed be liable to any person of whose claim they shall not then have had notice.

Dated the 26th day of January 1966.

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

GAZETTE NOTICE No. 396

HARRY SINCLAIR, 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 Harry Sinclair of P.O. Box 2345, Mombasa, who died at Mombasa on 15th November 1965, is hereby required to send particulars in writing of his or her claim or interest to National and Grindlays Bank Limited, Trustee Department, P.O. Box 30402, Nairobi, before 1st April 1966, after which date the executors will distribute the estate among the persons entitled thereto having regard only to the claims and interests of which they have had notice and will not as respects the property so distributed be liable to any person of whose claim they shall not then have had notice.

Dated the 26th day of January 1966.

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

GAZETTE NOTICE No. 397

KURT LEO HAMMER, 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 Kurt Leo Hammer of Nairobi, Kenya, who died on the 1st day of December 1965, is hereby required to send particulars of his or her claim or interest in writing to B. Sirley and Co., advocates, P.O. Box 5381, Nairobi, Kenya, on or before the 15th day of March 1966, after which the executors will distribute the estate among the persons entitled thereto having regard only to the claims and interests of which the executors shall have had notice and they will not be liable for the assets of the said deceased or any part thereof so distributed to any person or persons of whose claim or demands they shall not then have had notice.

Dated at Nairobi this 22nd day of January 1966.

RUSTAM HIRA,
for B. Sirley & Co.,
Advocates for the Executors,
P.O. Box 5381, Nairobi.

GAZETTE NOTICE No. 398

ROBERT MCGILLEWIE, 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 Robert McGillewie of Nairobi, Kenya, who died at Nairobi on 14th January 1966, 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 9th April 1966, after which date the executor 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 26th day of January 1966.

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

GAZETTE NOTICE No. 399

IN THE HIGH COURT OF KENYA
AT KISUMU DISTRICT REGISTRY

IN BANKRUPTCY JURISDICTION CAUSE No. 11 OF 1958

Re: (1) *Bhajubhai Lalbhai Patel* and (2) *Arvinkumar Bhajubhai Patel*, trading as *Asembo Cash Stores*, debtors

NOTICE TO OFFICIAL RECEIVER AND TRUSTEE OF APPLICATION FOR DISCHARGE

THE debtors having applied to the Court for their discharge, the Court has fixed Monday, the 14th day of March 1966, at 9.30 o'clock in the afternoon, at the High Court of Kenya at Kisumu, for hearing the application.

Dated this 14th day of January 1966.

J. O. ABRAHAM,
District Registrar,
High Court of Kenya, Kisumu.

GAZETTE NOTICE No. 400

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

Debtor's name.—Shamsh Dean s/o Meraj Dfn.

Address.—P.O. Box 3479, Nairobi.

Description.—Employee.

Court.—High Court of Kenya at Nairobi.

No. of matter.—B.C. 1 of 1966.

Date of first meeting.—10th February 1966.

Hour.—3.15 p.m.

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

Date of order for summary administration.—20th January 1966.

Dated this 27th day of January 1966.

O. J. BURNS,
Deputy Official Receiver.

GAZETTE NOTICE No. 401

THE BANKRUPTCY ACT
(Cap. 53)NOTICE OF INTENDED DIVIDEND
(Summary Case)

Debtor's name.—Vithaldas Velji Sonigra, formerly a partner in Nami Stores.

Address.—P.O. Box 158, Mombasa.

Description.—Merchant.

Court.—High Court of Kenya at Mombasa.

No. of matter.—B.C. 4 of 1962.

Last day for receiving proofs.—20th February 1966.

Trustee's name.—The Official Receiver.

Address.—Old Customs House, P.O. Box 366, Mombasa.

Mombasa,
20th January 1966.

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

GAZETTE NOTICE No. 402

THE BANKRUPTCY ACT
(Cap. 53)NOTICE OF INTENDED DIVIDEND
(Summary Case)

Debtor's name.—Mohamed Saleh Gaji also known as Mohamed Saleh Gazi.

Address.—P.O. Box 61, Malindi.

Description.—Merchant.

Court.—High Court of Kenya at Mombasa.

No. of matter.—B.C. 1 of 1962.

Last day for receiving proofs.—20th February 1966.

Trustee's name.—The Official Receiver.

Address.—Old Customs House, P.O. Box 366, Mombasa.

Mombasa,
20th January 1966.

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

GAZETTE NOTICE No. 403

THE BANKRUPTCY ACT
(Cap. 53)

ORDER MADE ON APPLICATION FOR DISCHARGE

Debtor's name.—Natha Singh s/o Munshi Ram.

Address.—P.O. Box 1590, Nairobi.

Description.—Unemployed.

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

No. of matter.—B.C. 9 of 1956.

Date of order.—7th January 1966.

Date of issue.—22nd January 1966.

Nature of order made.—Discharge suspended for six months.

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

GAZETTE NOTICE No. 404

THE BANKRUPTCY ACT
(Cap. 53)

ORDER MADE ON APPLICATION FOR DISCHARGE

Debtor's name.—Krishanlal Vithaldas Bhattessa.

Address.—P.O. Box 7891, Nairobi.

Description.—Employee.

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

No. of matter.—B.C. 62 of 1960.

Date of order.—17th December 1965.

Date of issue.—20th January 1966.

Nature of order made.—Discharge suspended for one month.

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

GAZETTE NOTICE No. 405

THE BANKRUPTCY ACT
(Cap. 53)

ORDER MADE ON APPLICATION FOR DISCHARGE

Debtor's name.—Mangalbhaj Jivabhai Patel.

Address.—P.O. Box 3197, Nairobi.

Description.—Unemployed.

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

No. of matter.—B.C. 108 of 1961.

Date of order.—10th December 1965.

Date of issue.—20th January 1966.

Nature of order made.—Discharge suspended for six months.

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

GAZETTE NOTICE No. 406

THE BANKRUPTCY ACT
(Cap. 53)

ORDER MADE ON APPLICATION FOR DISCHARGE

Debtor's name.—Gian Singh Kalsi.

Address.—P.O. Box 2165, Nairobi.

Description.—Unemployed.

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

No. of matter.—B.C. 72 of 1960.

Date of order.—10th December 1965.

Date of issue.—20th January 1966.

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

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

GAZETTE NOTICE No. 407

THE BANKRUPTCY ACT
(Cap. 53)

ORDER MADE ON APPLICATION FOR DISCHARGE

Debtor's name.—John Henry Hickman.

Address.—P.O. Box 277, Nakuru.

Description.—Employee.

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

No. of matter.—B.C. 15 of 1963.

Date of order.—15th October 1965.

Date of issue.—20th January 1966.

Nature of order made.—Discharged subject to bankrupt consenting to judgment being entered against him by the Official Receiver in the sum of Sh. 6,000.

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

GAZETTE NOTICE No. 408

IN THE HIGH COURT OF KENYA AT NAIROBI

IN BANKRUPTCY CAUSE No. 13 OF 1962

Re: *Cumliffe Parnham, bankrupt*

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

Dated this 18th day of January 1966.

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

GAZETTE NOTICE No. 409

IN THE HIGH COURT OF KENYA AT NAIROBI

IN BANKRUPTCY CAUSE No. 2 OF 1964

Re: *Samuel Clifford Gates, bankrupt*

THE bankrupt having applied to the Court for his discharge, the Court has fixed Friday, the 4th day of March 1966, at 10.30 o'clock in the forenoon, at Law Courts, Nairobi, for hearing the application.

Dated this 26th day of January 1966.

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

GAZETTE NOTICE No. 410

THE COMPANIES ACT

(Cap. 486)

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

L. J. Chapman (East Africa) Limited.

Dated the 27th day of January 1966.

O. M. SAMEJA,
Assistant Registrar of Companies.

GAZETTE NOTICE No. 411

IN THE MATTER OF THE COMPANIES ACT

(Cap. 486)

AND

IN THE MATTER OF NAIROBI CHAMBER OF COMMERCE

NOTICE

(Members' Voluntary Winding Up)

NOTICE is hereby given that in accordance with section 271 (b) of the Companies Act, an extraordinary general meeting of the members of Nairobi Chamber of Commerce was held in the registered office, Embassy House, Harambee Avenue, Nairobi, on 24th January 1966, when the following special resolution was duly passed:—

"THAT Nairobi Chamber of Commerce be wound up voluntarily and that G. P. Henderson and S. Lee-Browne be and are hereby appointed jointly and severally liquidators for the purpose of such winding up."

Nairobi,
25th January 1966.

G. P. HENDERSON,
S. LEE-BROWNE,
Liquidators.

GAZETTE NOTICE No. 412

IN THE MATTER OF THE COMPANIES ACT

(Cap. 486)

AND

IN THE MATTER OF NAIROBI CHAMBER OF COMMERCE

NOTICE OF APPOINTMENT OF LIQUIDATORS

(Members' Voluntary Winding Up)

Name of Company.—Nairobi Chamber of Commerce.

Address of registered office.—Embassy House, Harambee Avenue, Nairobi.

Registered postal address.—P.O. Box 470, Nairobi.

Nature of business.—Chamber of Commerce.

Liquidators' names.—G. P. Henderson and S. Lee-Browne (jointly and severally).

Address.—P.O. Box 470, Nairobi.

Date of appointment.—24th January 1966.

By whom appointed.—Members' special resolution.

Nairobi,
25th January 1966.

G. P. HENDERSON,
S. LEE-BROWNE,
Liquidators.

GAZETTE NOTICE No. 413

IN THE MATTER OF THE COMPANIES ACT

(Cap. 486)

AND

IN THE MATTER OF ACADIE ESTATE LIMITED

MEMBERS' VOLUNTARY WINDING UP

NOTICE is hereby given that at an extraordinary general meeting of the members of Acadie Estate Limited held at Mansion House, Wabera Street, Nairobi, on Thursday, 20th January 1966, the following special resolution was duly passed:—

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

Creditors of the Company are required on or before 3rd March 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,
20th January 1966.

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

GAZETTE NOTICE No. 414

IN THE MATTER OF THE COMPANIES ACT

(Cap. 486)

AND

IN THE MATTER OF ACADIE ESTATE LIMITED

(In Members' Voluntary Winding Up)

Name of Company.—Acadie Estate Limited.

Address of registered office.—Mansion House, Wabera Street, Nairobi.

Registered postal address.—P.O. Box 9532, Nairobi.

Nature of business.—Not trading.

Liquidator's name.—James Raymond Rooke Fenton.

Address.—P.O. Box 9532, Nairobi.

Date of appointment.—20th January 1966.

By whom appointed.—The members.

Dated at Nairobi this 20th day of January 1966.

JAMES RAYMOND ROOKE FENTON,
Liquidator.

GAZETTE NOTICE No. 415

IN THE HIGH COURT OF KENYA AT NAIROBI
 MISCELLANEOUS CAUSE No. 79 OF 1965
 IN THE MATTER OF THE COMPANIES ACT
 (Cap. 486)
 AND
 IN THE MATTER OF EAST AFRICAN OXYGEN
 LIMITED

AND
 IN THE MATTER OF A PETITION FOR CONFIRMATION
 OF REDUCTION OF CAPITAL

NOTICE is hereby given that the Order of the High Court of Kenya dated the 23rd day of November 1965, confirming the reduction of the capital of the above-named Company by reducing the former capital of £700,000 divided into 700,000 ordinary shares of Sh. 20 each to £375,000 divided into 500,000 ordinary shares of Sh. 15 each and the minute approved by the Court showing with respect to the share capital of the Company the several particulars required by section 71 (1) of the said Act were registered by the Registrar of Companies on the 22nd day of January 1966.

Dated this 27th day of January 1966.

KAPLAN & STRATTON,
Advocates for the Company,
P.O. Box 111, Nairobi.

GAZETTE NOTICE No. 416

THE CO-OPERATIVE SOCIETIES ACT
 (Cap. 490)

ADMISSION OF CLAIMS

Re: *Kwirera Co-operative Society Limited*
(In Liquidation)

I, being the duly appointed liquidator of the above-named Society, hereby appoint the 1st day of March 1966 as the day on, or before which, creditors of the said Society shall state to me their claim for admission.

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

Dated this 19th day of January 1966.

B. C. PATEL,
Liquidator.

GAZETTE NOTICE No. 417

(CS/725/19)

THE CO-OPERATIVE SOCIETIES ACT
 (Cap. 490, section 49)

APPOINTMENT OF LIQUIDATOR
(Variation Order)

WHEREAS by order dated the 18th day of November 1964, Noah Nakaya was appointed liquidator of Nambale Farmers Co-operative Society Limited:

And whereas the said Noah Nakaya is unable to act as liquidator:

Now, therefore, do I appoint Gerald Kamau Kiguru to be liquidator in the matter of the aforesaid Co-operative Society.

Given under my hand at Nairobi this 18th day of January 1966.

J. A. N. KIBUE,
Commissioner for Co-operative Development.

GAZETTE NOTICE No. 418

(CS/1080/13)

THE CO-OPERATIVE SOCIETIES ACT
 (Cap. 490, Sections 47 and 49)

LIQUIDATION ORDER

WHEREAS I, James Aram Njau Kibue, have received proof to my satisfaction that under section 47 of the said Act, the number of members of the Nyandudo Co-operative Society Limited has been reduced to less than ten:

And whereas it is a condition of the registration of the said Society under section 6 (1) that the membership shall be at least ten:

I hereby cancel the registration of the said Society, and order that it be liquidated under section 49.

I hereby appoint Socrates Gitau Karanja as liquidator under section 49.

Given under my hand at Nairobi this 14th day of January 1966.

J. A. N. KIBUE,
Commissioner for Co-operative Development.

GAZETTE NOTICE No. 419

(CS/31/189)

THE CO-OPERATIVE SOCIETIES ACT

(Cap. 490, section 49)

APPOINTMENT OF LIQUIDATOR
(Variation Order)

WHEREAS by order dated the 28th day of July 1964, Parmenas Maganga Mwandime was appointed liquidator of Teita Vegetable Co-operative Society Limited:

And whereas the said Parmenas Maganga Mwandime is unable to act as liquidator:

Now, therefore, do I appoint Henry Eric Agimba to be liquidator in the matter of the aforesaid Co-operative Society.

Given under my hand at Nairobi this 19th day of January 1966.

J. A. N. KIBUE,
Commissioner for Co-operative Development.

GAZETTE NOTICE No. 420

THE CO-OPERATIVE SOCIETIES ACT
 (Cap. 490)

ADMISSION OF CLAIMS

CS. 1411—*Gathuthi/Karangia Farmers Co-operative Society Ltd. (In Liquidation)*

I, being the duly appointed liquidator of the above-named Society, hereby appoint Thursday, the 17th day of February 1966, as the day on, or before which, creditors of the said Society shall state to me their claims for admission.

Such claims shall be addressed to me at P.O. Box 52, Nyeri, or to the Senior Co-operative Officer, at P.O. Box 52, Nyeri.

Dated the 22nd day of January 1966.

P. M. MWADIME,
Liquidator.

GAZETTE NOTICE No. 421

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 Women's League, Lumbwa Branch.
 Kipkabus/Kaptagat/Ainabkoi District Association.
 Kipkabus Club.
 Shree Gurjar Kshatriya Kadia Community Mandal.
 Gathanga, Njau, Cumari, Kimani, Family Society.
 Nakuru Race Club.
 Stella Maris Catholic Club.

Dated this 27th day of January 1966.

O. J. BURNS,
Deputy Registrar of Societies.

GAZETTE NOTICE No. 422

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

Iteso Welfare Union (Malakisi).
 Grant Aided Principals Association.
 Shree Rajput Dhobi Sudharak Mandal, Mombasa.

Dated this 27th day of January 1966.

O. J. BURNS,
Deputy Registrar of Societies.

GAZETTE NOTICE No. 423

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

Railway Goan Institute to Railway Institute, Nairobi.

Dated this 27th day of January 1966.

O. J. BURNS,
Deputy Registrar of Societies.

GAZETTE NOTICE No. 424

THE SOCIETIES RULES

(Cap. 108, Sub. Leg.)

PURSUANT to rule 17 of the Societies Rules, notice is hereby given that the registration of the Society named in the Schedule hereto has been cancelled under the provisions of the Societies Act (Cap. 108).

SCHEDULE

Name of Society	Date of Cancellation
New Swiss Grill Club	24-1-66

Dated this 27th day of January 1966.

O. J. BURNS,
Deputy Registrar of Societies.

GAZETTE NOTICE No. 425

THE SOCIETIES RULES

(Cap. 108, Sub. Leg.)

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

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

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

FIRST SCHEDULE

Name of Society	Date Registration Effected
Kenya Cycling Association	24-1-66
Kericho District Parents Association	24-1-66
Upper Kabete Welfare Club	24-1-66
Abatere Brotherhood Society	24-1-66
Kenya National Dairymen's Association	24-1-66
Wasare Family Welfare Society	25-1-66
Fish Eagle Camp Club	25-1-66
Society of the Mwachakwe Clan	26-1-66
Tana Irrigation Cotton Growers Union	26-1-66
Ebusikhale Ebukumbwa Society	26-1-66
Abumungala Brotherhood Society, Mushiangubu Branch	26-1-66
Kenya African National Union, Marama Locational Branch	26-1-66
Kenya National Chamber of Commerce and Industry, Thika Chapter	26-1-66
Divine Christian Church of East Africa, Munduvili Bunyore Branch	26-1-66
African Lutheran Church	26-1-66

SECOND SCHEDULE

Name of Society	Date Exemption Effected
Kenya National Arts Foundation	24-1-66

Dated this 27th day of January 1966.

O. J. BURNS,
Deputy Registrar of Societies.

GAZETTE NOTICE No. 426

THE LOCAL GOVERNMENT REGULATIONS, 1963

(L.N. 256 of 1963)

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

(L.N. 301 of 1965)

APPOINTMENTS TO THE BOARD

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

Councillor Samuel Njatha,
Councillor Kaniu Mukiri,
Councillor Gitu Kahengeri,

to be members of the Kiambu Trade Development Joint Board.

Dated this 26th day of January 1966.

N. K. CHEGE,
Clerk to the Council,
Kiambu County Council.

GAZETTE NOTICE No. 427

THE LOCAL GOVERNMENT REGULATIONS, 1963

(L.N. 256 of 1963)

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

(L.N. 299 of 1965)

APPOINTMENTS TO THE BOARD

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

Councillor Abass Maalim,
Councillor Mohamed Hassan,
Councillor Mohamud Mohamed,

to be members of the Wajir Trade Development Joint Board.

Dated this 17th day of January 1966.

Clerk to the Council,
Wajir County Council.

GAZETTE NOTICE No. 428

THE COUNTY COUNCIL OF KIPSIGIS

THE LOCAL GOVERNMENT (ELECTIONS) RULES, 1963

DECLARATION OF RESULT OF ELECTION

PURSUANT to the provisions of rule 13 of the Local Government (Elections) Rules, 1963, notice is hereby given that at an election held on 7th and 8th January 1966—

KIPLANG'AT ARAP CHEBOCHOK

was duly elected as a Councillor of the County Council of Kipsigis for the Location 2 electoral area.

Dated this 19th day of January 1966.

S. SOI,
Deputy Returning Officer.

GAZETTE NOTICE No. 429

THE KERICHO URBAN COUNCIL

THE LOCAL GOVERNMENT (ELECTIONS) RULES, 1963

DECLARATION OF RESULT OF ELECTION

PURSUANT to the provisions of rule 13 of the Local Government (Elections) Rules, 1963, notice is hereby given that at an election held on 7th and 8th January 1966—

Nehemiah arap Suge and
Macharia Njora,

were duly elected as Councillors of the Kericho Urban Council for the Kericho County Division electoral area.

Dated this 19th day of January 1966.

S. SOI,
Deputy Returning Officer.

GAZETTE NOTICE No. 430

THE LUMBWA AREA COUNCIL

THE LOCAL GOVERNMENT (ELECTIONS) RULES, 1963

DECLARATION OF RESULT OF ELECTION

PURSUANT to the provisions of rule 13 of the Local Government (Elections) Rules, 1963, notice is hereby given that at an election held on 7th and 8th January 1966—

SAMWEL CHEPKWONY ARAP SANG'

was duly elected as a Councillor of the Lumbwa Area Council for the Lumbwa/Fort Ternan electoral area.

Dated this 19th day of January 1966.

S. SOL,
Deputy Returning Officer.

GAZETTE NOTICE No. 431

THE BOMET AREA COUNCIL

THE LOCAL GOVERNMENT (ELECTIONS) RULES, 1963

DECLARATION OF RESULT OF ELECTION

PURSUANT to the provisions of rule 13 of the Local Government (Elections) Rules, 1963, notice is hereby given that at an election held on 7th and 8th January 1966—

GABRIEL KIMUTAI ARAP SANG'

was duly elected as a member of the Bomet Area Council for the Location 7 electoral area.

Dated this 19th day of January 1966.

S. SOL,
Deputy Returning Officer.

GAZETTE NOTICE No. 432

THE MUNICIPAL COUNCIL OF MOMBASA

GRADUATED PERSONAL TAX

NOTICE is hereby given that the Municipal Council of Mombasa acting under powers contained in section 3 (1) of the Graduated Personal Tax Act, 1963, as amended, has prescribed the following rates of Graduated Personal Tax for the year 1966 and has obtained the approval of the Minister for Local Government thereto:—

	SHILLINGS							
	—	160	240	340	520	700	860	1,000
Monthly Income Exceeding ..	—	160	240	340	520	700	860	1,000
Not Exceeding ..	160	240	340	520	700	860	1,000	—
Tax per month	4	6	9	13	20	30	40	50
Tax per year	48	72	108	156	240	360	480	600

Town Treasurer's Office,
P.O. Box 3096,
Mombasa.

R. W. BOWES,
Town Treasurer.

GAZETTE NOTICE No. 433

THE COUNTY COUNCIL OF SIRIKWA

THE POLL TAX (RIFT VALLEY REGION) ENACTMENT, 1964

(No. 10 of 1964)

NOTICE

NOTICE is hereby given that pursuant to section 3 of the Poll Tax (Rift Valley Region) Enactment, 1964, the County Council of Sirikwa has by resolution ordered that an Area Poll Rate as shown in the Second Schedule to this notice shall be payable or deemed to have been payable on 1st January 1966, by every adult male resident in or owning property in the area of jurisdiction of the Council of the County Division listed in the First Schedule.

First Schedule

Keiyo
Marakwet
Pokot
Nzoia
North Uasin Gishu
South Uasin Gishu
Mosop
Tinderet

Second Schedule

Sh.
10
10
10
10
10
10
15
15

Eldoret,
20th January 1966.

B. E. KIPKORIR,
Acting Clerk to Council,
P.O. Box 100, Eldoret.

GAZETTE NOTICE No. 434

THE MUNICIPAL COUNCIL OF THIKA

THE GRADUATED PERSONAL TAX ACT, 1963

(48 of 1963)

PURSUANT to section 3 (1) of the Graduated Personal Tax Act, 1963, the Municipal Council of Thika have by resolution prescribed that for the year 1966 Graduated Personal Tax shall be paid at the rates shown in the Schedule attached hereto.

SCHEDULE

INCOME				Annual Tax Payable	Monthly Tax Payable
Exceeding		Not Exceeding			
Annual	Monthly	Annual	Monthly		
£	Sh.	£	Sh.	Sh.	Sh.
96	160	96	160	48	4
144	240	144	240	72	6
204	340	204	340	108	9
312	520	312	520	156	13
420	700	420	700	240	20
516	860	516	860	360	30
516	860	600	1,000	480	40
600	1,000	—	—	600	50

F. W. KAGWE,
Thika,
19th January 1966.

Town Clerk,
Town Hall,
P.O. Box 240, Thika.

GAZETTE NOTICE No. 435

NOTICE OF CHANGE OF NAME

I, Julie Elizabeth Lake, of P.O. Box 33, Kilifi, Coast Province, Republic of Kenya, heretofore called and known by the name of Jill Elizabeth Garnett (maiden name) and Jill Elizabeth Beardmore (marriage name), hereby give notice that on the 13th day of January 1966, I renounced and abandoned the use of my said name of Jill Elizabeth Beardmore and assumed in lieu thereof the name of Julie Elizabeth Lake, and further that such change of name is evidenced by a deed poll dated the 13th day of January 1966, duly executed by me and attested by Prem D. Prinja, Esq., advocate of Mombasa, and I therefore authorize and request all persons to designate, describe and address me by the name of Julie Elizabeth Lake.

Dated at Mombasa this 14th day of January 1966.

JULIE ELIZABETH LAKE.

GAZETTE NOTICE No. 436

NOTICE OF CHANGE OF NAME

I, Dharamshi Virpal Gudka of Nairobi in the Republic of Kenya, hereby give public notice that by a deed poll dated the 19th day of January 1966, duly executed by me, I have formally and absolutely renounced and abandoned the use of my surname Shah and in lieu thereof adopted and assumed the name of Gudka for all purposes and I hereby authorize and request all persons to designate, describe and address me by my such assumed name of Gudka.

Dated at Nairobi this 19th day of January 1966.

DHARAMSHI VIRPAL GUDKA.

GAZETTE NOTICE No. 437

NOTICE OF CHANGE OF NAME

I, Sadrudin Hasham Mitha of Nairobi in the Republic of Kenya, hereby give public notice that by a deed poll dated the 20th day of January 1966, duly executed by me, I have formally and absolutely renounced and abandoned the use of my surname Dosani and in lieu thereof adopted and assumed the name of Mitha for all purposes and I hereby authorize and request all persons to designate, describe and address me by my such assumed name of Mitha.

Dated at Nairobi this 20th day of January 1966.

SADRUDIN HASHAM MITHA.